

EXHIBIT 1

FIRST AMENDMENT TO ICE RINK USE AND OPERATIONS AGREEMENT BETWEEN CITY OF DULUTH AND DULUTH AMATEUR HOCKEY ASSOCIATION

WHEREAS, this FIRST AMENDMENT TO ICE RINK USE AND OPERATIONS AGREEMENT (this “First Amendment”) is entered into by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota (the “City”) and DULUTH AMATEUR HOCKEY ASSOCIATION, a Minnesota non-profit corporation (“DAHA”). Capitalized terms used in this First Amendment, but not defined herein, shall have the meaning ascribed to them in the Original Agreement (defined below).

WHEREAS, the parties entered into an Ice Rink Use and Operations Agreement dated December 2, 2020 for DAHA’s use of certain of the City’s real property, buildings and ice rinks, as more specifically described therein (the “Original Agreement”).

WHEREAS, in recognition of the value of the Hockey Associations’ volunteer services to the community, the City desires to reduce DAHA’s financial obligation under the Original Agreement.

WHEREAS, the parties are entering into this First Amendment in order to amend the Original Agreement as set forth below.

NOW THEREFORE, the parties hereby agree to amend the Original Agreement as follows:

1. Section III.B. of the Original Agreement is amended and completely replaced with the following Section III.B:

B. Subject to the provisions of this Agreement, City shall pay any and all charges for the following utilities during Year One (defined below), Year Two (defined below) and Year Three (defined below): electricity, steam, water, sewer and gas. DAHA shall pay any and all charges for the following utilities furnished to the Premises during the Term, including but not limited to hook-up charges and assessments: telephone (except existing telephone lines currently paid for by City), cable TV, satellite, internet and any other utilities deemed necessary or desirable by DAHA. For all utilities in the name of City that DAHA is financially obligated to pay, DAHA shall promptly reimburse City following receipt of an invoice from City.

2. In the event of a conflict between the provisions of this First Amendment and the provisions of the Original Agreement, the provisions of this First Amendment shall govern.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and DAHA have executed this First Amendment as indicated below.

CITY OF DULUTH

DULUTH AMATEUR HOCKEY ASSOCIATION

By: _____
Mayor

By:  _____

Printed Name: ROBERT NYGAARD

Attest: _____
City Clerk

Its: EXECUTIVE DIRECTOR

Dated: _____

Date: 2/15/2024

Countersigned:

City Auditor

Approved as to form:

City Attorney