INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT, is entered into between DIXIE COLLEGE, an institution of higher education of the State of Utah, WASHINGTON COUNTY, a political subdivision of the State of Utah, WASHINGTON COUNTY SCHOOL DISTRICT, a political subdivision of the State of Utah, ST. GEORGE CITY, a Utah municipal corporation and a political subdivision of the State of Utah, HURRICANE CITY, a Utah municipal corporation and a political subdivision of the State of Utah, SANTA CLARA CITY, a Utah municipal corporation and a political subdivision of the State of Utah, WASHINGTON CITY, a Utah municipal corporation and a political subdivision of the State of Utah, IVINS CITY, an incorporated town and a political subdivision of the State of Utah, LA VERKIN CITY, an incorporated town and a political subdivision of the State of Utah, and TOQUERVILLE CITY, also an incorporated town and a political subdivision of the State of Utah.

The Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, authorizes public agencies, including political subdivisions of the State of Utah, to enter into mutually advantageous agreements for the joint use, control and operation, or acquisition of facilities; and,

Dixie College, Washington County, Washington County School District, St. George City, Hurricane City, Santa Clara City, Washington City, Ivins City, LaVerkin City, and Toquerville City, ("public entities"), through their respective governing bodies, have determined that the interests and welfare of the public within the general area of Washington County will best be served by this Interlocal Cooperation Agreement to provide for the joint use, control and acquisition of facilities; and,

The respective governing bodies of Dixie College, Washington County, Washington County School District, St. George City, Hurricane City, Santa Clara City, Washington City, Ivins City, LaVerkin City, and Toquerville City, all of whom are currently accessible to cable television signals with which Dixie College facilities could link up, have by resolution agreed to finance, acquire, develop, enhance, maintain, and operate a Community Education Television Channel that will allow and provide for student involvement and training as well as community access to local civic, athletic and cultural events, which channel will originate primarily from studios and facilities on the campus of Dixie College; and,

The governing bodies of Dixie College, Washington County, Washington County School District, St. George City, Hurricane City, Santa Clara City, Washington City, Ivins City, LaVerkin City, and Toquerville City, in order to participate as described below, have, by resolutions, approved this Interlocal Cooperation Agreement to provide for financing, acquisition, development, enhancement, maintenance and operation of such a Community Education Channel on the campus of Dixie College.

NOW, in consideration of the foregoing provisions, and for other valuable consideration, the receipt and sufficiency of which are acknowledged by signatures below, Dixie College, Washington County, Washington County School District, St. George City, Hurricane City, Santa Clara City, Washington City, Ivins City, LaVerkin City, and Toquerville City agree as follows:

Section 1. EFFECTIVE DATE; DURATION.

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval of it by the governing bodies of Dixie College, Washington County, Washington County School District, St. George City, Hurricane City, Santa Clara City, Washington City, Ivins City, LaVerkin City, and Toquerville City, and its execution by their appropriate presidents, mayors,

facilities located on the campus of Dixie College. The board of directors ("the board") will consist of eleven (11) board members, who will serve without compensation, with one (1) board member, appointed by the St George City Council, as representative of St. George City, one (1) board member to be appointed by the Washington County Commission, as representative of Washington County, one (1) board member to be appointed by the Washington County School Board, as representative of Washington County School District, one (1) member to be appointed by the Hurricane City Council, as representative of Hurricane City, one (1) member to be appointed by the Santa Clara City Council, as representative of Santa Clara City, one (1) member to be appointed by the Washington City Council, as representative of Washington City, one (1) member to be appointed by the Ivins City Council, as representative of Ivins City, one (1) member to be appointed by the LaVerkin City Council, as representative of LaVerkin City one (1) member to be appointed by the Toquerville City Council, as representative of Toquerville City and two (2) members appointed by the President of Dixie College, as the representatives of Dixie College.

The members of the board shall each serve for a two- (2) year term, with the exception of the first term in which the members from St. George, Hurricane, Santa Clara, Ivins and LaVerkin will serve only until June 30, 1996, in order that the terms may be staggered to prevent all future terms from expiring at once and preserve familiarity with and continuity in board business. The first term will commence upon signing of this document and the attached Financing Agreement, will run through June 30, 1997, and will circumstantially be shorter than a full two years.

The initial members of the Board of Directors of the Community Education Channel are:

St. George:	Royce Jones	Washington County:	Russell J. Gallian
Hurricane:		Washington Co. Schools:	Calvin R. Durfey
Santa Clara:	Richard Bovie	Washington City:	Norm Clemens
Ivins:	Christopher Blake	Toquerville:	
LaVerkin:		Dixie College:	Stan Plewe
		Dixie College:	Stan Everett

Each vacancy in the board shall be filled by the public entity originally appointing the person leaving the board. For example, if the St. George City representative leaves the board, the St. George City Council will appoint someone to fill the vacancy. In a like manner, the public entity appointing a board member may, as they deem appropriate, relieve and replace that board member. Otherwise, board members will serve for a two-year term, as stated above. Upon the expiration of a given term the public entity may appoint a new member, or that same member to a successive term.

A binding vote of the board may only occur if a quorum is present. Once the board is fully constituted by approval or non-participation of the various public entities, a simple majority of appointed members attending a formal meeting of the board will constitute a quorum. The board of directors is authorized to adopt bylaws and rules as they deem appropriate for their governance, and for the use and operation of the CEC. Subject to the terms of this Agreement, the board of directors shall have the powers and duties ordinarily enjoyed by the directors of a private corporation in operation of similar facilities.

Section 3. INDUSTRY CONSULTING COUNCIL.

The board shall establish an Industry Consulting Council ("the council"), made up of delegates from the various television and cable companies operating in the Washington County area. Each company may provide one delegate to the council. In order for a specific company to provide a delegate to the council, that company must:

(A) Be properly licensed to do business within Washington County, or within one of the other participating public entities;

(B) Be in good standing with all public entities with respect to license fees, and franchise(s), where appropriate;

(C) Have some direct and specific involvement with television or cable broadcasting, production, or transmission. (Mere signal marketing or reception will not generally qualify for membership); and,

(D) Have entered into an Affilliate Agreement with the board and thereby become a participating Affilliate, carrying the Community Education Channel as a part of their broadcast program package.

The council or its individual Affilliate delegates will advise the board, as the board deems helpful or necessary; however, the council is to be advisory only, and can not vote on decisions before the board.

Section 4. OTHER ADVISORY COMMITTEES.

The board may organize other advisory committees to serve as needed. The members of the committees may be comprised of selected members of the board and act as subcommittees; or the members may be selected from the board, the various Affilliates, and the communities. These committees may be organized as advisory; or they may have decision authority delegated to them from the board, as the board deems appropriate. A Programing Committee, for example, may be formed to give guidance or make decisions regarding programs to be shown, or conflicts regarding proposed programs or schedules.

Section 5. PURPOSES.

This Interlocal Cooperation Agreement has been established and entered into between Dixie College, Washington County, Washington County School District, St. George City, Hurricane City, Santa Clara City, Washington City, Ivins City, LaVerkin City and Toquerville City for the following purposes:

All legal purposes for which an Interlocal Cooperation Agreement may be created, and more specifically to finance, acquire, develop, enhance, maintain, and operate a community

education cable television channel that will allow and provide for student involvement and training as well as community access to local civic, athletic and cultural events, with the channel to originate primarily from studios and facilities on the campus of or provided by Dixie College.

Section 6. MANNER OF FINANCING

The financing, acquisition, development, enhancement, maintenance and operation of the Community Education Channel on the campus of Dixie College shall be financed according to the terms of a Financing Agreement among all participating public entities here, as well as with Affilliate Agreements with participating businesses. The Financing Agreement shall, upon becoming effective, become a part of this Interlocal Cooperation Agreement and be incorporated into it by this reference.

Section 7. BUDGETING AND ACCOUNTING.

It is understood and agreed that funds provided by the Financing Agreement and the Affilliate Agreements will be paid into, accounted for, budgeted and disbursed through the existing financial system at Dixie College as a separate account. An annual budget will be approved by the board of directors, which will authorize Dixie College's Administration to disburse account balances to pay existing and accruing liabilities as they become due, and will authorize and delegate to Dixie College the day to day operation, maintenance and management responsibility of the CEC, including the authority to contract for any and all services, equipment, and other items necessary for its operation, maintenance and management. The parties agree that Dixie College will have the authority to manage the CEC, but that the College is not authorized to bind the participating public entities to any obligation which will have the effect of exceeding or unilaterally increasing the annual contributions detailed in the Financing Agreement referred to above.

Section 8. TITLE.

Title and ownership of the CEC shall vest in and be held by Dixie College and no other party shall obtain any property interest in the equipment, broadcast or program content or the other facilities by virtue of this Agreement.

Section 9. INDEMNIFICATION.

The parties to this Agreement are subdivisions of the State of Utah. Each of these parties agrees to indemnify and save the other harmless from damages, claims, suits and actions arising out of the other party's negligent error or omission in connection with this Agreement or the operation of the CEC. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts in the Governmental Immunity Act, Section 63-30-34.

Section 10. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the Washington County Clerk, the Washington County School District, with the respective recorders of St. George City, Hurricane City, Santa Clara City, Washington City, Ivins City, LaVerkin City, Toquerville City and with the President of Dixie College, and shall remain on file for public inspection during the term of this Agreement.

Section 11. AMENDMENTS.

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney as required by Section 11-13-9, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party as provided above.

Section 12. SEVERABILITY.

If any term or provision of this Interlocal Cooperation Agreement or its application is found by the Courts to be invalid or unenforceable, the remainder of this Agreement, or the application of its remaining terms or provisions to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected, and shall be enforced to the extent permitted by law. To the extent they are legally able, the parties waive any legal provision which would render any of the terms of this Agreement unenforceable.

Section 13. GOVERNING LAW.

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties, shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the date(s) listed below:

DATED this _____ day of _____, 1995.

DIXIE COLLEGE

Robert C. Huddleston

ROBERT HUDDLESTON, President

ATTEST: _____

_____

Secretary

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH AND DETERMINATION THAT THE PROVISION OF SERVICES AND FACILITIES BY DIXIE COLLEGE IS AUTHORIZED UNDER STATE LAW: JAN GRAHAM, Attorney General:

_____

D. MICHAEL CARTER, Assistant Attorney General
Counsel for Dixie College

DATED this _____ day of _____, 1995.

WASHINGTON COUNTY COMMISSION

_____
GAYLE M. ALDRED, Chair

ATTEST:_____
By:_____
County Clerk

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

ERIC LUDLOW, Washington County Attorney

_____
Deputy County Attorney

DATED this _____ day of _____, 1995.

WASHINGTON COUNTY SCHOOL DISTRICT

_____
STEVEN H. PETERSON, Superintendent

ATTEST: Bill Sampson
By: Business Administrator

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

_____
JOHN PALMER, Attorney for Washington County School District

DATED this _____ day of _____, 1995.

ST. GEORGE CITY

_____
DANIEL D. McARTHUR, Mayor

ATTEST: Barbara Hunt
By: City Recorder

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

_____
GARY KUHLMANN, St. George City Attorney

DATED this _____ day of _____, 1995.

HURRICANE CITY

_____
GENE VAN WAGONER, Mayor

ATTEST:_____
By:_____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

_____
FAY E. REBER, Hurricane City Attorney

DATED this _____ day of _____, 1995.

SANTA CLARA CITY

_____
KENDRICK HAFEN, Mayor

ATTEST: _____
By: Administrator / Deputy Recorder

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

_____
JOHN PALMER, Santa Clara City Attorney

DATED this _____ day of _____, 1995.

WASHINGTON CITY

_____
TERRILL CLOVE, Mayor

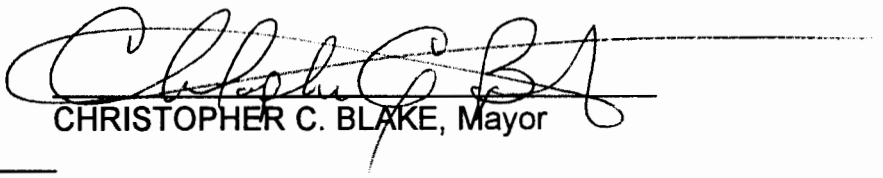
ATTEST:_____
By:_____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

_____
CHRIS L. ENGSTROM, Washington City Attorney

DATED this _____ day of _____, 1995.

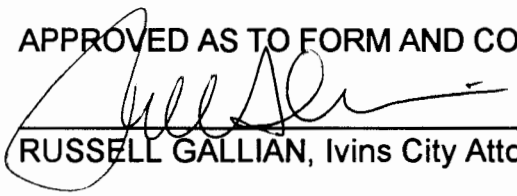
IVINS CITY



CHRISTOPHER C. BLAKE, Mayor

ATTEST:_____
By:_____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.



RUSSELL GALLIAN, Ivins City Attorney

DATED this _____ day of _____, 1995.

LA VERKIN CITY

_____
RAYMOND J. EVES, Mayor

ATTEST:_____
By:_____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

_____
V. LOWRY SNOW, LaVerkin City Attorney

DATED this _____ day of _____, 1995.

TOQUERVILLE CITY

_____
W. DELOS ELISON, Mayor

ATTEST:_____
By:_____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

_____
JOHN PALMER, Toquerville City Attorney