THE AMENDED INTERLOCAL COOPERATION AGREEMENT

THIS AMENDED INTERLOCAL COOPERATION AGREEMENT, is entered into by and among the parties, as follow. DIXIE COLLEGE, a political subdivision and an institution of high education of the State of Utah, WASHINGTON COUNTY SCHOOL DISTRICT, a political subdivision and an institution of the State Board of Education, ST. GEORGE 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, and IVINS CITY, an incorporated town and a political subdivision of the State of Utah and any other parties pursuant to the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended (the "Interlocal Cooperation Act") and the provisions of the Agreement. (These parties may be individually referred to below as "Public Entity" or "Sponsoring Public Entity" or, collectively referred to below as the "parties," the "Public Entities" or the "Sponsoring Public Entities.")

The Interlocal Cooperation Act authorizes public agencies, including political subdivisions of the State of Utah, to enter into mutually advantageous agreements to create a separate legal or administrative entity to accomplish their purpose, for the use, control and operation, or acquisition of facilities, and,

The Sponsoring 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 the creation of such a separate entity by and through this Interlocal Cooperation Agreement to provide for the joint use, control and acquisition of facilities, and,

The respective governing bodies of the Sponsoring Public Entities, all of which are currently accessible to cable television signals to which Dixie College facilities could link up, have by resolution agreed to provide specified funds to support or to otherwise finance a separate legal or administrative entity which will acquire, develop, enhance maintain, and operate a Community Education Television Channel (the "CECA") that will allow and provide for student educational 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 the Sponsoring Public Entities, in order to participate as described below, have, by resolutions, approved the Interlocal Cooperation Agreement to create a separate legal entity to meet the specified needs, receive the specified support or financing, and be vested with the various powers, duties, and responsibilities necessary to acquire, develop, enhance, maintain and operate equipment and technology to perpetually sustain a Community Education Channel on the campus of Dixie College.

NOW, in consideration of the forgoing provisions, and for other valuable consideration, the receipt and sufficiency of which are acknowledged by signatures below, The Sponsoring Public Entities agree as follows:

Section 1. SEPARATE ENTITY.

Pursuant to the provisions of the Interlocal Cooperation Act, the Sponsoring Public Entities hereby create a separate legal entity and a political subdivision of the State of Utah (the "State") to accomplish the purpose of their joint and cooperative undertaking. The name of the entity so established is the COMMUNITY EDUCATION CHANNEL AGENCY (the "CECA").

Section 2. EFFECTIVE DATE; DURATION.

This Interlocal Cooperation Agreement "Agreement") shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, once it is submitted to, and approved by the governing bodies of Dixie College, Washington County School District, St. George City, Santa Clara City, Washington City, and Ivins City is executed by their respective presidents, mayors, chairs, and approved by their representative attorneys. Unless it is terminated earlier by specific provisions below, the initial term of this Agreement will be for fifty (50) years.

Each Public Entity may terminate its involvement and financial commitments made in this agreement and forfeit its corresponding board

representation, benefits, programming coverage and/or channel service, if any of the following occur:

(1) No funds or insufficient funds have been raised or obtained by the Public Entity through those means which are initially or which have been historically relied upon in entering into this Agreement to the extent that the Public Entity cannot in the public interest continue the appropriation or allocation or meet the stated financial commitment; or,

(2) The Public Entity, in a given fiscal year, due to emergency or other reasonably unforeseeable circumstances, and in good faith, has exhausted all funds normally available or that have historically been appropriated or relied upon to fund or meet the financial commitments made in this Agreement.

(3) The Public Entity, gives notice of its intent to terminate no less than sixty (60) days before the end of any given fiscal year.

Notice of a Public Entity's intent to terminate under this section must be given to the Board as soon as funding circumstances are known but not less than sixty (60) days prior to the start of the Fiscal year of termination; otherwise, subject to applicable law, the financial commitment automatically renews for that fiscal year.

Section 3. PURPOSE; ENABLING AUTHORITY.

The purpose of this Agreement is to create the CECA and to vest in it

all necessary, desirable and useful power and authority to acquire, develop, enhance, maintain, finance, dispose of, improve and operate equipment and technology, and to employ such means, persons, resources and powers within the meaning of the Interlocal Cooperation Act, to sustain a Community Education Channel, the primary facilities for which are to be located at Dixie College.

Those Sponsoring Public Entities do hereby empower the CECA with the requisite and necessary authority to maximize its ability to achieve its stated purposes, and do hereby enable it to exercise that authority in ways and by means as its Board of Directors deems necessary and proper.

The CECA shall have and is hereby granted the police power necessary and proper to accomplish its stated purposes, along with the power to enter into contracts, to make and enter into security agreements, trust agreements and indentures, to incur indebtedness, and to adopt such resolutions and to enter into any other financing agreements necessary or desirable to accomplish its stated purposes. Any borrowing made, indebtedness incurred, revenue bonds, notes or other obligations issued by the CECA in this effort shall constitute an obligation of the CECA only and not of any of the Sponsoring Entities unless specially agreed to by those Sponsoring Entities assuming such obligations.

The CECA is authorized and empowered to exercise all powers conferred upon any Sponsoring Public Entity by the Municipal Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated, 1953, as

amended.

The CECA is authorized and empowered to sue and be sued in its own name, and to take actions, engage in transactions, enter into contracts with persons, companies, and firms for personnel and services and do all other things necessary, convenient or appropriate to accomplish its purposes or carry out its purposes.

The CECA is authorized and empowered to obtain, borrow and repay money, incur indebtedness, issue bonds, notes or other obligations, and offer, issue and sell warrants, options or other rights related to these bonds or notes, and obtain by purchase or otherwise the equipment and other necessary assets or material resources for the use and operation of an educational cable television channel and its related budget and production facilities located on the campus of Dixie College.

Section 4. BOARD OF DIRECTORS

All powers of the CECA shall be exercised by or under the authority of, and the business and affairs of the CECA shall be governed and supervised by its Board of Directors (the Board"). The Board shall have and exercise all such powers and duties under and pursuant to the Interlocal Cooperation Act and the laws of the State as may be necessary or desirable to accomplish and give effect to the purposes which the CECA is created. The Board may take all such actions as may be necessary or desirable to exercise or carry out any of the powers of the CECA. The Board may adopt, and may amend from time to time, bylaws which shall

contain provisions respecting (i) the holding and conduct of regular meetings of the board, (ii) quorum and voting requirements , (iii) the election of directors and the appointment of any officers of the CECA (iv) the establishment and revision of the CECA's fiscal year, and (v) such other matters as may be determined to be necessary or desirable by the Board. Meetings of the Board may be conducted in whole or in part by telephonic or electronic means as provided by the laws of the State and any applicable bylaws of the CECA.

The Board will initially consist of seven (7) board members, who will serve without compensation, with one member (1) to be appointed by the St. George City Council, as representative of St. George 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 Washington County School District, as representative of the Washington County School District, 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, Santa Clara, and Ivins will serve, from the effective date of this agreement, only until July 30 1998, 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 of the

other members will commence upon the effective date of this Agreement, will run through June 30, 1999. The number of members of the Board may be changed by amendment to this Agreement under Section 11 below.

The initial members of the Board are:

St. George City	Robert Whatcott
Santa Clara City	Glen Vernon
Washington City	Ralph McClure
Ivins City	Gina Blake
Dixie College	Stanley Everett
Dixie College	Stan Plewe
Washington County School District	Jim Johnson

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 it deems 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 of a Board member 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 and execution by all of the Public Entities, a simple majority of appointed members attending a formal meeting of the Board will constitute a quorum.

Section 5. INDUSTRY CONSULTING COUNCIL.

The Board shall establish an Industry Consulting Council ("The Council") made up of delegates from the various participating 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 be a participating company and 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 affiliate agreement with the Board and thereby become a participating affiliate, carrying the Community Education Channel as a part of their broadcast program package,

The Council or its individual affiliate delegates will advise the Board, as the Board deems helpful or necessary, however, Council is to be advisory only, and can note vote on decisions before the Board.

Section 6. 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 Participating Entities, and the communities. These committees may be organized as advisory; or they may have such authority delegated to them by the Board, as the Board deems appropriate. A Programming Committee, for example, may be formed to give guidance or make suggestions regarding programs to be shown, or conflicts regarding proposed programs or schedules.

Section 7. REVENUE, FUNDING AND FINANCING.

The financing, acquisition, development, enhancement, maintenance and operation of the Community Education Channel on the campus of Dixie College shall be funded from revenues accruing and collected pass through fees assessed to cable television subscribers through the various cable television franchisees by itself or the Public Entities, along with additional annual funding commitments by the Public Entities to the CECA as well as by revenues from donations and affiliate agreements with participating businesses.

Section 8. BUDGETING AND ACCOUNTING.

Funds received by the CECA may be paid into, accounted for, budgeted and disbursed through the existing financial system at Dixie College as a

separate account pursuant to a separate Operations Agreement between the CECA and Dixie College. An annual budget will be approved by the Board, which may authorize Dixie College's Administration to disburse account balances to pay existing and accruing liabilities as they become due. Dixie College shall have responsibility for the day to day operation, maintenance and management responsibility of the CECA pursuant to any such Operations Agreement with the CECA.

Section 9. TITLE

The CECA is authorized and empowered to hold title in its own name to any real or personal property, equipment, asset or facility, and may grant such liens, security interests, or other encumbrances thereon as the Board deems necessary, proper or appropriate. The CECA may convey by sale, gift, or otherwise such title as it has to any personal property, equipment, asset or facility, on terms or conditions or by exchange of consideration as to the Board appears necessary, proper or appropriate.

Dixie College shall have sole title to all broadcast and programming copyrights created by or through the CECA.

Section 10. INDEMNIFICATION.

The parties to this Agreement are subdivisions of the State. Each of these parties agrees to indemnify and save the other parties of this Agreement harmless from damages, claims, suits and actions arising out of willful or negligent error or omission in connection with this

Agreement or the operation of the CECA. It is expressly agreed among the parties that the Utah Governmental Immunity Act Section 63-30-1 et seq. shall apply and that the obligation to indemnify is limited to the dollar amounts in the Governmental Immunity Act Section 63-30-40.

Section 11. FILING OF INTERLOCAL COOPERATION AGREEMENT.

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

Section 12. AMENDMENTS

This Agreement may be supplemented from time to time to add additional Public Entities, provided that each must be a "public agency" as defined in the Interlocal Agreement Act. Each supplement must be recommended and approved by a simple majority of the Board of Directors. Once any new Public Entity is added, the Board of Directors will be automatically enlarged to include one representative member from the new Public Entity, with a term to be established in offsetting rotation to those existing at the time of addition, substantially consistent with the formula in Section 4, above. Of particular interest would be the addition of Washington County and other municipalities within the County.

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 13. 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 14. GOVERNING LAW.

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

Section 15. MISCELLANEOUS.

The Sponsoring Public Entities shall not be considered or understood to be partners, joint ventures or associated in any manner that obligates any of them for the obligations, defaults, or miscarriages of any public Entity, or the CECA.

This Agreement may be executed in one or more counterparts, and each shall constitute and be regarded as an original.

IN WITNESS WHEREOF, the Sponsoring Public Entities have signed and executed this Interlocal Cooperation Agreement, after approval of their respective authorized attorneys, and after resolutions duly and lawfully passed by the governing board or council of each, on the date(s) listed below:

Dated this 30th day of April 1998.

DIXIE COLLEGE

Robert C. Huddleston

ROBERT HUDDLESTON, President

ATTEST: N C Wilson

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 30th day of April 1998.

ST. GEORGE CITY

Daniel D. McArthur

DANIEL D. McARTHUR, Mayor

Attest: Barbara Hunt

By: _____

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

GARY KUHLMAN, St. George City Attorney

DATED this 30th day of April 1998

IVINS CITY

CHRISTOPHER G. BLAKE, Mayor

ATTEST: _____

By: Karen O. Berry Recorder

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

RUSSELL GALLIAN, Ivins City Attorney

SANTA CLARA CITY

FRED ROWLEY, Mayor

ATTEST: _____

By: Recorder

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

_____

JOHN PALMER, Santa Clara City Attorney

DATED this 30th day of April 1998.

WASHINGTON COUNTY SCHOOL DISTRICT

Frances Christensen

FRANCES CHRISTENSEN, BOARD PRESIDENT



ATTEST: Bill Sampson

By: NOTARY PUBLIC

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

JOHN PALMER, Washington County School District Attorney

WASHINGTON CITY

TERRILL CLOVE, Mayor

ATTEST: _____

By: _____

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

STEVEN SNOW, Washington City Attorney

DATED this 25 day of March 1998.