COMMUNITY EDUCATION CHANNEL AGENCY (CECA)
THE SECOND AMENDED INTERLOCAL COOPERATION AGREEMENT

This **SECOND AMENDED INTERLOCAL COOPERATION AGREEMENT**, is entered into by and among the following parties: DIXIE STATE COLLEGE OF UTAH, a political subdivision and an institution of higher education of the State of Utah, HURRICANE CITY, a Utah municipal corporation and a political subdivision of the State of Utah, IVINS CITY, a Utah municipal corporation and a political subdivision of the State of Utah, 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, WASHINGTON COUNTY, a Utah municipal corporation and a political subdivision of the State of Utah, WASHINGTON COUNTY SCHOOL DISTRICT, a political subdivision and an institution of the State Board of Education, and any other parties pursuant to the Interlocal Cooperation Act, Title 11 Chapter 13, Utah Code Amended by Chapter 26, 2002, 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, microwave, broadband and satellite signals to which Dixie State College of Utah 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 "CEC") that will allow and provide for student educational involvement and training as well as community access to

local civic, educational, athletic and cultural events, which channel will originate primarily from studios and facilities on the campus of Dixie State College of Utah as well as remote broadcasts in and out of Washington County, 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 State College of Utah or other designated facility as approved by the CECA.

NOW, in consideration of the foregoing 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 upon its approval and execution by the governing bodies of Dixie State College of Utah, Hurricane City, Ivins City, Washington County School District, St. George City, Santa Clara City, Washington City, Washington County and Washington County School District. The term of this Agreement shall be for a period of five (5) years from the effective date and shall automatically renew for successive five (5) year terms unless terminated as follows:

(1) Annual Review. This Agreement is subject to annual review and any party may terminate its involvement as a party under this Agreement by giving the other parties ninety (90) days written notice of its intent to terminate. Any calculations of funds remaining to be paid or to be refunded shall be made on a pro-rated basis.

(2) Lack of Funding. If the legislature fails to appropriate funds necessary for the College's performance under this Agreement or, if any other party cannot in the public interest continue the appropriation or allocation of funds necessary to meet its state financial commitments under this Agreement, then the affected party may provide written notice thereof to the other parties and terminate its involvement as a party under this Agreement without further obligation.

(3) Change in Law. This Agreement shall automatically terminate this Agreement upon a change in any law, regulation or rule, or the issuance of an Order by the Federal Communication Commission, that materially impacts a party's ability to perform under this Agreement.

(4) Breach or Default. Any non-defaulting party may terminate this Agreement upon written notice to the parties of a material breach or a material default under the terms, covenants and conditions of this Agreement, provided the defaulting party has not cured the breach or default within thirty (30) days after receipt of the written notice of the alleged breach or default.

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 State College of Utah or other facility as approved by the CECA.

The 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 television channel and its related budget and production facilities located on the campus of Dixie State College of Utah.

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 for 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 budget, 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 consist of a defined number of board members, based on the participation factors described below, who will serve without compensation, with one member (1) to be appointed by the Hurricane City Council, as representative of Hurricane City, one (1) member to be appointed by the Ivins City Council, as representative of Ivins City, 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 Washington County Commission, as representative of Washington County, one (1) member to be appointed by the Washington County School District, as representative of the Washington County School District, and two (2) members appointed by the President of Dixie State College of Utah, as the representatives of Dixie State College of Utah.

Of these appointed Board members, those from Dixie State College of Utah and Washington County School District will not have their membership subject to funding commitments. The monetary offset can come from in-kind contributions of facility and equipment as well as student involvement in broadcasting and technical support. The other entities maintain membership subject to the terms of the FINANCING AGREEMENT, which is attached and incorporated herein by this reference. These entities may each add a second voting member to the Board contingent upon collection and payment of the one dollar per subscriber monthly surcharge to the CECA by television signal providers through such means as cable franchise agreements.

All Board members will serve without compensation. The term of service is subject to the desires of the appointing entity.

Each vacancy on 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, if not otherwise subject to funding contingencies.

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. 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 6. REVENUE, FUNDING AND FINANCING

The financing, acquisition, development, enhancement, maintenance and operation of the Community Education Channel on the campus of Dixie State College of Utah shall be funded from revenues accruing, and collected pass-through fees assessed to cable television subscribers through the various cable television franchisees by CECA 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. Details and specifics of funding formulas and commitments of the respective Participating Entities are found in the attached and herein incorporated FINANCING AGREEMENT.

Section 7. BUDGETING AND ACCOUNTING

Funds received by the CECA may be paid into, accounted for, budgeted and disbursed through the existing financial system at Dixie State College of Utah as a separate account pursuant to a separate Operations Agreement between the CECA and Dixie State College of Utah. An annual budget will be approved by the Board, which may authorize Dixie State College of Utah's Administration to disburse account balances to pay existing and accruing liabilities as they become due. Dixie State College of Utah 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 8. PROGRAMMING

Programming on CEC shall be managed and controlled by the Board of Directors, under the detailed and specific terms and conditions listed in the attached and herein incorporated PROGRAMMING POLICY FOR CEC TELEVISION.

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 State College of Utah 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 to 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 Second Amended Interlocal Cooperation Agreement shall be placed on file with the respective recorders of St. George City, Santa Clara City, Washington City, Hurricane City, Ivins City and with the Superintendent of the Washington County School District, the President of Dixie State College of Utah, and Chairman of the Washington County Commissioners 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.

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, 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.

The 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:

DIXIE STATE COLLEGE OF UTAH

_____

LEE G. CALDWELL, President

Attest: _____

Secretary: _____

Dated this _____ day of _____ 2007

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 STATE COLLEGE OF UTAH IS AUTHORIZED UNDER STATE LAW; MARK SHURTLEFF, Attorney General, by

_____

KRISTIN ORME
Assistant Attorney General Counsel for Dixie State College of Utah

Dated this _____ day of _____ 2007

DIXIE STATE COLLEGE OF UTAH

Lee G. Caldwell
LEE G. CALDWELL, President

Attest: Marilyn F. Lamoreaux
Secretary: Assistant to the President

Dated this 30th day of March, 2007

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 STATE COLLEGE OF UTAH IS AUTHORIZED UNDER STATE LAW; MARK SHURTLEFF, Attorney General, by

KRISTIN ORME
Assistant Attorney General Counsel for Dixie State College of Utah

Dated this _____ day of _____ 2007

HURRICANE CITY

_____
TOM HIRSCHI, 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 _____ 2007

HURRICANE CITY

Thomas B Hirschi

TOM HIRSCHI, Mayor

Attest: Michelle Thone

By: City Recorder

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

Fay E. Reber

FAY E. REBER, Hurricane City Attorney

Dated this 3rd day of July 2008

CITY OF HURRICANE CORPORATE SEAL WASHINGTON COUNTY, UTAH

IVINS CITY

R. DAREN BARNEY, Mayor

Attest: _____

By: Kanyl Keanaaina - City Recorder

IVINS CITY Corporate Seal WASHINGTON COUNTY

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

_____

DALE COULAM, Ivins City Attorney

Dated this 8th day of June 2007

ST. GEORGE CITY

Daniel D. McArthur

DANIEL D. McARTHUR, Mayor

Attest: Gay Craguw

By: City Recorder

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

SHAWN GUZMAN, St. George City Attorney

Dated this 6th day of March 2007

SANTA CLARA CITY

RICK ROSENBERG, Mayor

Attest: _____

By: City Recorder

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

RUSS GALLIAN, Santa Clara City Attorney

Dated this 11 day of April 2007

WASHINGTON COUNTY SCHOOL DISTRICT

_____

CAROLE MORRIS, Board President

Attest: _____

By: _____

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

_____

TERRY WADE, Washington County School District Attorney

Dated this _____ day of _____ 2007

WASHINGTON CITY

_____

TERRILL CLOVE, Mayor

Attest: _____

By: _____

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

_____

PAUL CHRISTENSEN, Washington City Attorney

Dated this _____ day of _____ 2007

WASHINGTON CITY

TERRILL CLOVE, Mayor

Attest: Janice B. Bullock

By: City Recorder

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

JEFFREY N. STARKEY, Washington City Attorney

Dated this 6th day of April 2007

WASHINGTON COUNTY

JAMES EARDLEY, Commission Chairman

Attest: _____

By: _____

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

FOR BROCK BELNAP, Washington County Attorney

Dated this 1st day of APRIL 2008



COMMUNITY EDUCATION CHANNEL AGENCY (CECA)
FINANCING AGREEMENT

The parties to the **SECOND AMENDED INTERLOCAL COOPERATION AGREEMENT,** dated, _____ 2007, including Dixie State College of Utah, Hurricane City, Ivins City, St. George City, Santa Clara City, Washington City, Washington County and Washington County School District, ("Public Entities"), agree to fund the Community Education Channel Agency ("CECA") at Dixie State College of Utah by providing the following amounts per party per year, according to the terms of the Second Amended Interlocal Agreement, with the respective amounts payable annually on or by August 1st to the CECA Agency Account at Dixie State College of Utah.

For the municipalities, the amount is calculated at $1 per capita per year according to the US Census and population estimates, updated annually on July 1.

These amounts will change based upon the change in census, but are generally understood by all parties to be an on-going minimum funding amount.

As its contribution, Dixie State College of Utah will provide the use of its production facilities, experienced and expert production instructors, and student staff together with ongoing program production, taping, and channel programming, along with financial accounting, administrative support, day-to-day management and budgeting. The educational entities, Dixie State College and the Washington County School District, will be subject to annual review by the CECA for determining adjustments to monetary and in-kind contributions.

DIXIE STATE COLLEGE OF UTAH

_____

LEE G. CALDWELL, President

Attest: _____

Secretary: _____

Dated this _____ day of _____ 2007

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 STATE COLLEGE OF UTAH IS AUTHORIZED UNDER STATE LAW; MARK SHURTLEFF, Attorney General, by

_____

KRISTIN ORME
Assistant Attorney General Counsel for Dixie State College of Utah

Dated this _____ day of _____ 2007

HURRICANE CITY

Thomas G. Hirschi

TOM HIRSCHI. Mayor

Attest: Michelle Thare

By: City Recorder

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

Fay E. Reber

FAY E. REBER, Hurricane City Attorney

Dated this 3rd day of July 2008

CITY OF HURRICANE CORPORATE SEAL WASHINGTON COUNTY, UTAH

IVINS CITY

_____

R. DAREN BARNEY, Mayor

Attest: _____

By: _____

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

_____

DALE COULAM, Ivins City Attorney

Dated this _____ day of _____ 2007

ST. GEORGE CITY

Daniel D. McArthur

DANIEL D. McARTHUR, Mayor

Attest: Gay Cragun

By: City Recorder

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

SHAWN GUZMAN, St. George City Attorney

Dated this 6th day of March 2007

SANTA CLARA CITY

RICK ROSENBERG, Mayor

Attest:

By: City Recorder

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

RUSS GALLIAN, Santa Clara City Attorney

Dated this 11 day of April 2007

WASHINGTON COUNTY SCHOOL DISTRICT

_____

CAROLE MORRIS, Board President

Attest: _____

By: _____

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

_____

TERRY WADE, Washington County School District Attorney

Dated this _____ day of _____ 2007

WASHINGTON CITY

_____

TERRILL CLOVE, Mayor

Attest: _____

By: _____

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

_____

PAUL CHRISTENSEN, Washington City Attorney

Dated this _____ day of _____ 2007

WASHINGTON CITY

Terrill Clove

TERRILL CLOVE, Mayor

Attest: Daniel B. Bulloch

By: City Recorder



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

JEFFREY N. STARKEY, Washington City Attorney

Dated this 6th day of April 2007