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

This Third Amended Interlocal Cooperation Agreement ("Third Amendment"), is entered into by and among the following parties: Utah Tech University (formerly 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; and Washington County, a Utah municipal corporation 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 Amended by Chapter 26, 2002, as amended (the "Interlocal Cooperation Act"). (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.")

WHEREAS, in 1995, an Interlocal Cooperative Agreement (the "Original Agreement") was entered into by and between Dixie College (now known as Utah Tech University), Washington County, Washington County School District, St. George City, Hurricane City, Santa Clara City, Washington City, Ivins City, La Verkin City, and Toquerville, to create and operate the Community Education Television Channel and establish a governing board;

WHEREAS, in 1998, the Amended Interlocal Cooperation Agreement (the "First Amendment") was entered into between Dixie College (now known as Utah Tech University), Washington County School District, St. George City, Santa Clara City, Washington City, and Ivins City, to formally create the Community Education Channel Agency ("CECA"), an Interlocal Agency to operate the Community Education Television Channel, and outlined how parties could be added/removed;

WHEREAS, in 2007, the Second Amended Interlocal Cooperation Agreement (the "Second Amendment"), was entered into between Dixie State College of Utah (now known as Utah Tech University), Hurricane City, Ivins City, St. George City, Santa Clara City, Washington City, Washington County, and the Washington County School District, to adjust, *inter alia*, the duration of the agreement and outline other obligations for the parties;

WHEREAS, the purpose of CECA is to operate the Community Education Television Channel to allow for community access to local civic, educational, athletic and cultural events, and also provide for student educational involvement as the channel primarily originated from studios and facilities on the university campus;

WHEREAS, CECA has obtained various pieces of equipment and assets to assist in operations;

WHEREAS, throughout the years, various parties to the Original Agreement, First Amendment, and/or Second Amendment have either joined or terminated their involvement with CECA in accordance with the current version of the agreement and the remaining parties of CECA are listed above as the Sponsoring Public Entities;

WHEREAS, with the increasing availability of social media and other streaming platforms, in its January 16, 2024 meeting, the CECA board voted to dissolve the CECA Interlocal Agency and distribute its assets; and

WHEREAS, the parties desire to amend the Second Amended Interlocal Cooperation Agreement in order to dissolve the CECA and distribute the assets among the parties.

NOW, THEREFORE, in consideration as provided herein, the Parties agree to amend the Second Amended Interlocal Cooperation Agreement as follows:

Section 2. EFFECTIVE DATE, DURATION

The section is replaced in its entirety with:

"This Second Amended Interlocal Cooperation Agreement shall become effective upon its approval and execution by the Sponsoring Public Entities. The term of this agreement shall expire on June 30, 2025 ("Termination Date"). Upon termination, each Sponsoring Public Entity will be responsible for its own replacement services that will no longer be provided by the CECA.

The Sponsoring Public Entities will send a CECA representative to a final winding-down meeting in September 2025 to finalize the distribution of assets. Within 90 days of the Termination Date, the disposition of all assets of the CECA will be as follows:

Liquid Assets

Cash Balance Remaining After Termination Date. This will be used to pay any and all outstanding obligations after the Termination Date. All remaining cash assets will be distributed to the Sponsorship Public Entities in the same proportionate share as the Sponsoring Public Entities pay in Sponsorships.

Equipment and Other Assets

List A: CECA Van and Associated Equipment. This will be the property of Utah Tech University to continue to be used for the educational benefit of students. The parties will work together to sign any required documentation for the transfer of ownership.

List B: Gem Cart. This will be the property of Utah Tech University to continue to be used for the educational benefit of students. The parties will work together to sign any required documentation for the transfer of ownership.

List C: Equipment Installed at the Washington County Administration Building. This will be the property of Washington County.

List D: All Other Items. The items outlined in the attached List D will become the property of Utah Tech University.

List E: Miscellaneous Assets. Any assets not contemplated by this Third Amendment shall be distributed in a manner agreed upon by the parties in a separate agreement."

All other provisions of the Second Amended Interlocal Cooperation Agreement shall remain in full force and effect until the termination date.

This Third Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, all of which together shall constitute one and the same agreement.

IN WITNESS THEREOF, the parties have caused this Third Amendment to be executed by their duly authorized representatives as of the respective date set forth below.

UTAH TECH UNIVERSITY

By: _____

Title: _____

Attest:

_____

Date: _____

Approved as to form:

_____
University Attorney

HURRICANE CITY

By: _____

Title: _____

Attest:

_____

Date: _____

Approved as to form:

_____
Hurricane City Attorney

IVINS CITY

By: _____

Title: _____

Attest:

_____

Date: _____

Approved as to form:

_____
Ivins City Attorney

ST. GEORGE CITY

By: _____

Title: _____

Attest:

_____

Date: _____

Approved as to form:

_____
St. George City Attorney

SANTA CLARA CITY

By: _____

Title: _____

Attest:

_____

Date: _____

Approved as to form:

_____
Santa Clara City Attorney

WASHINGTON CITY

By: _____

Title: _____

Attest:

_____

Date: _____

Approved as to form:

_____
Washington City Attorney

WASHINGTON COUNTY

By: _____

Title: _____

Attest:

_____

Date: _____

Approved as to form:

_____
Washington County Attorney