MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between UTAH TECH UNIVERSITY ("Utah Tech"), a political subdivision and an institution of higher education of the State of Utah and IVINS CITY ("Municipality"), a Utah municipal corporation and a political subdivision of the State of Utah. Utah Tech and Ivins City may be referred to collectively as the "Parties."

1. PURPOSE

1. The purpose of this MOU is to define the roles, responsibilities, and financial arrangements related to the operation and oversight of a Public, Educational, and Government ("PEG") access television channel provided pursuant to the Municipality's franchise agreement with TDS Cable ("TDS").
2. This MOU establishes Utah Tech as the operator of the PEG channel, provides for the use of PEG-related funding to support broadcast media operations at Utah Tech, and establishes valuable consideration for the Parties' obligations under this MOU.

2. BACKGROUND

1. Municipality has entered into a cable television franchise agreement with TDS (the "Franchise Agreement"), which includes the provision of a PEG access channel.
2. The Franchise Agreement authorizes TDS to collect a fee of one dollar ($1.00) per month per video subscriber (the "Access Grant"), billed by TDS to its subscribers, for capital expenditures related to PEG programming, currently limited to Channel 22 on TDS's cable network.
3. Municipality desires to designate Utah Tech to oversee and operate the PEG channel in a manner consistent with FCC regulations, community standards, educational opportunities, and applicable TDS guidelines.
4. Utah Tech operates broadcast media services, including Utah Tech TV and Utah Tech Radio, and has the facilities, personnel, and educational mission appropriate for PEG channel operation.

3. FINANCIAL ARRANGEMENTS

1. **PEG Subscriber Fee Allocation**
   a. Municipality hereby assigns to Utah Tech the total sum of its subscriber PEG fees paid by TDS from June 2025 to March 2026, currently held by St. George City. Municipality makes no representations or warranties regarding whether Municipality has any right to any funds held by St. George City, whether the amount of funds held by St. George City is accurate, or whether St. George City is able or willing to transfer any held funds to Utah Tech.
   b. From April 2026 and ongoing until the expiration of this MOU, Municipality authorizes TDS to remit the Access Grant, as specified in the Franchise Agreement, to Utah Tech, and in accordance with established billing and remittance procedures. Municipality makes no representations or warranties regarding whether TDS is able or willing to so remit the Access Grant.
2. **Use of Funds**
   a. Funds received by Utah Tech (TV/Radio), under this MOU shall be used solely for capital expenditures related to the PEG channel (understood to be Channel 22 on TDS's cable network).
3. **No Profit Intent**

a. Funds provided under this MOU are intended to support PEG broadcasting purposes and are not intended to generate profit for Utah Tech.

4. RESPONSIBILITIES OF UTAH TECH UNIVERSITY

Utah Tech agrees to:

1. Operate and oversee the PEG channel in compliance with:
    a. Federal Communications Commission (FCC) regulations
    b. Applicable federal, state, and local laws
    c. Community standards
    d. TDS technical and operational guidelines
2. Program the PEG channel as an extension of Utah Tech's educational and public service broadcasting mission.
3. Maintain editorial and operational control of the PEG channel, subject to applicable legal and regulatory requirements.
4. Accept and schedule pre-recorded content submitted by Municipality, or other authorized municipal entities, provided such content meets technical standards, FCC requirements, and community content guidelines.
5. Provide reasonable access and scheduling consideration for qualifying public, educational, and governmental programming.
6. Indemnify and defend Municipality against any claims asserted against Municipality related to Utah Tech's use of the Access Grant, including but not limited to claims arising under the Franchise Agreement and/or Federal law and/or regulations, including but not limited to FCC regulations.

5. RESPONSIBILITIES OF THE MUNICIPALITY

Municipality agrees to:

1. Continue to administer and enforce the Franchise Agreement; provided however that Municipality shall not be obligated to administer or enforce the Franchise Agreement if it is terminated pursuant to its terms. Nothing herein is intended to limit any rights of Municipality to terminate the Franchise Agreement according to its terms.
2. Support the designation of Utah Tech as the PEG channel operator.
3. Coordinate with Utah Tech regarding municipal content submissions, policy considerations, and community needs related to PEG programming.
4. Allow autonomy of Utah Tech's day-to-day operational control of the PEG channel, except as required by law or franchise obligations.

6. CONTENT STANDARDS AND LIABILITY

1. Utah Tech shall establish reasonable content submission guidelines consistent with FCC regulations and community standards.
2. Municipality acknowledges that Utah Tech may refuse or remove content that does not meet applicable legal, technical, or policy requirements.
3. Each Party shall be responsible for its own acts and omissions and those of its officers, employees, and agents.

7. TERM AND TERMINATION

1. **Term**
    a. This MOU shall become effective on the date it is signed and executed by all parties and shall remain in effect for five (5) years, automatically renewing for 5 more consecutive renewals unless terminated earlier as provided herein; provided however that if the Franchise Agreement is terminated for any reason, this MOU shall automatically terminate as of the same date the Franchise Agreement terminates.

2. **Termination for Convenience**
   a. Either Party may terminate this MOU upon 30 days' written notice to the other Party.
3. **Termination for Cause**
   a. Either Party may terminate this MOU immediately upon written notice if the other Party materially breaches its obligations and fails to cure such breach within a reasonable time.

8. NO AGENCY OR PARTNERSHIP

Nothing in this MOU shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Nothing herein shall be deemed to have waived any rights by Municipality to governmental immunity under Utah law.

9. AMENDMENTS

This MOU may be amended only by a written document signed by authorized representatives of both Parties.

10. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of Utah.

11. ENTIRE AGREEMENT

This MOU constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior discussions or agreements, whether written or oral.

12. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates set forth below.

UTAH TECH UNIVERSITY

By: _____

Name: _____

Title: _____

Date: _____

IVINS CITY, UTAH

By: _____

Name: _____

Title: _____

Date: _____

TDS CABLE

By: _____

Name: _____

Title: _____

Date: _____