

STATE OF UTAH

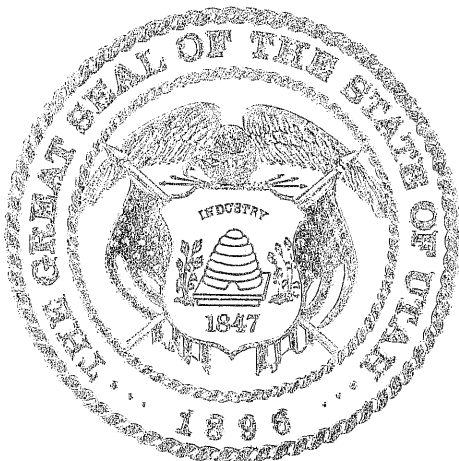


OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF CREATION

I, GREG BELL, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a notice of creation of the UTAH INFRASTRUCTURE AGENCY, dated June 7th, 2010, complying with Section 11-13-204, Utah Code Annotated, 1953, as amended.

NOW, THEREFORE, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of creation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the UTAH INFRASTRUCTURE AGENCY, located in Davis, Salt Lake and Utah Counties, State of Utah.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Utah at Salt Lake City, this 7th day of July, 2010.



GREG BELL
Lieutenant Governor

NOTICE OF IMPENDING BOUNDARY ACTION

July 7, 2010

Via Hand Delivery

The Honorable Gregory Bell
Lieutenant Governor of the State of Utah
Utah State Capitol Complex
P. O. Box 142325
Salt Lake City, Utah 84114-2325

Re: Creation of an Interlocal Entity to Provide Telecommunications Services Pursuant to
the Interlocal Cooperation Act, Title 11, Chapter 13, of the Utah Code

Dear Lieutenant Governor Bell:

The governing bodies of Lindon City, Layton City, Midvale City, Orem City and West Valley City, entered into a Interlocal Cooperative Agreement to acquire, construct, own and operate a telecommunications network, pursuant to Utah Code Ann. §§ 11-13-101, et seq., which agreement was executed by all members as of June 7, 2010. The Agreement provides that the new interlocal cooperative entity shall be known as the "Utah Infrastructure Agency." Pursuant to Utah Code § 11-13-204(4)(a)(i)(B), no final local entity plat is required because all of the territory of each member jurisdiction is included within the interlocal entity.

A copy of the fully executed interlocal agreement creating the interlocal entity accompanies this Notice. The members of the interlocal entity may submit this Notice signed in counterparts and such signatures may be either originals or copies of the same. Each of the undersigned, as approving authorities, certify that all requirements applicable to the creation of the interlocal entity have been met.

The governing bodies of each of the members of the newly created Utah Infrastructure Agency respectfully request the issuance of a certificate of creation under Section 67-1a-6.5 of the Utah Code.

Received*[Signature Pages to Follow]***JUL - 7 2010**

Greg Bell
Lieutenant Governor

4829-7841-3830.1

DATED this 7th day of July, 2010.

ATTEST:

By: Debra Cullen
City Recorder

LINDON CITY

By: Bruce A Carpenter
Title: Mayor Pro Tem

ATTEST:

By: _____
City Recorder

LAYTON CITY

By: _____
Title: _____

ATTEST:

By: _____
City Recorder

MIDVALE CITY

By: _____
Title: _____

ATTEST:

By: _____
City Recorder

OREM CITY

By: _____
Title: _____

ATTEST:

By: _____
City Recorder

WEST VALLEY CITY

By: _____
Title: _____

DATED this ____ day of July, 2010.

ATTEST:

LINDON CITY

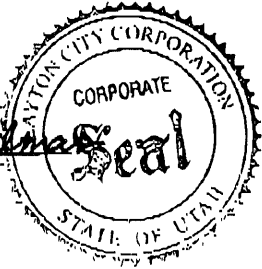
By: _____
City Recorder

By: _____
Title: _____

ATTEST:

LAYTON CITY

By: *[Signature]*
City Recorder



By: *[Signature]*
Title: *Mayor*

ATTEST:

MIDVALE CITY

By: _____
City Recorder

By: _____
Title: _____

ATTEST:

OREM CITY

By: _____
City Recorder

By: _____
Title: _____

ATTEST:

WEST VALLEY CITY

By: _____
City Recorder

By: _____
Title: _____

DATED this ____ day of July, 2010.

ATTEST:

LINDON CITY

By: _____
City Recorder

By: _____
Title: _____

ATTEST:

LAYTON CITY

By: _____
City Recorder

By: _____
Title: _____

ATTEST:

MIDVALE CITY

By: *Peter Shavano*
City Recorder

By: *John B. Seghini*
Title: *Mayor*



ATTEST:

OREM CITY

By: _____
City Recorder

By: _____
Title: _____

ATTEST:

WEST VALLEY CITY

By: _____
City Recorder

By: _____
Title: _____

DATED this ____ day of July, 2010.

ATTEST:

LINDON CITY

By: _____
City Recorder

By: _____
Title: _____

ATTEST:

LAYTON CITY

By: _____
City Recorder

By: _____
Title: _____

ATTEST:

MIDVALE CITY

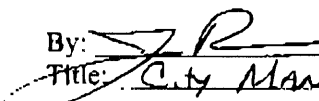
By: _____
City Recorder

By: _____
Title: _____

ATTEST:

OREM CITY

By: _____
City Recorder

By: 
Title: CITY MANAGER

ATTEST:

WEST VALLEY CITY

By: _____
City Recorder

By: _____
Title: _____

DATED this 7th day of July, 2010.

ATTEST:

LINDON CITY

By: _____
City Recorder

By: _____
Title: _____

ATTEST:

LAYTON CITY

By: _____
City Recorder

By: _____
Title: _____

ATTEST:

MIDVALE CITY

By: _____
City Recorder

By: _____
Title: _____

ATTEST:

OREM CITY

By: _____
City Recorder

By: _____
Title: _____

ATTEST:

WEST VALLEY CITY

By: Shari Kendrick
City Recorder

By: [Signature]
Title: City Manager



APPROVED AS TO FORM
West Valley City Attorney's Office
By: [Signature]
Date: 7/7/10

**INTERLOCAL COOPERATIVE AGREEMENT
OF THE
UTAH INFRASTRUCTURE AGENCY
(UIA)**

Dated as of June 7, 2010

INTERLOCAL COOPERATIVE AGREEMENT

THIS INTERLOCAL COOPERATIVE AGREEMENT ("Agreement") of the UTAH INFRASTRUCTURE AGENCY ("UIA") dated as of June 7, 2010, is made and entered into by and among the municipalities organized and existing under the laws of the State of Utah that are signatories to this Agreement, which Agreement may be amended from time to time, as provided herein. The municipalities are hereinafter referred to collectively as "Members" or "parties" and individually as "Member" or "party."

RECITALS

WHEREAS, the Utah Interlocal Cooperation Act (the "Interlocal Cooperation Act"), Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Utah Code") provides that two or more public agencies may, by agreement, jointly exercise any power common to the contracting parties, and may share their taxes and other revenues to accomplish their stated objectives; and

WHEREAS, the Municipal Cable Television and Public Telecommunications Services Act (the "Telecommunications Act"), Title 10, Chapter 18, Utah Code allows a municipality in the State of Utah to provide to its residents cable television and telecommunications services on a wholesale basis as therein provided; and

WHEREAS, Section 10-8-14, Utah Code, provides that a municipality "may construct, maintain, and operate . . . telecommunications lines [or] cable television lines" subject to the Telecommunications Act; and

WHEREAS, Section 10-18-105(2), Utah Code, exempts, from many of the requirements of the Telecommunications Act, municipalities that purchase, lease, construct, or equip facilities "that are designed to provide services within the municipality; and that the municipality uses for internal municipal government purposes; or by written contract, leases, sells capacity in, or grants other similar rights to a private provider to use the facilities in connection with a private provider offering cable television services or public telecommunications services"; and

WHEREAS, the Utah Municipal Bond Act (the "Municipal Bond Act") Title 11, Chapter 14,

Utah Code provides that a municipality may finance an interest in improvements, facilities or property to be owned by the municipality or owned jointly by two or more municipalities, and that a municipality may pledge all or any part of its excise taxes to finance said improvements, facilities or property; and

WHEREAS, the parties have entered into this Agreement for the purpose of (i) creating UIA as a separate legal entity; and (ii) acquiring, constructing, owning and operating the Network (as defined herein); and

WHEREAS, this joint effort in creating a wholesale telecommunications utility makes use of the Members' powers in a mutually advantageous way, including the benefit of economy of scale, which will facilitate services to residences and businesses; government administration; provide more functional buildings and grounds; support educational opportunities, health care, and police and fire protection; and economic development; and

WHEREAS, Article XIII, Section 5 of the Utah State Constitution provides that a political subdivision of the State may share its tax and other revenues with another political subdivision of the State as provided by statute, including Section 11-13-215, Utah Code ; and

WHEREAS, the UIA will own the Network; and

WHEREAS, if other public agencies, including counties, already have authority or are later granted authority similar to that possessed by municipalities, this Agreement encompasses the ability to add them as future Members of UIA; and

WHEREAS, UIA shall provide to its Members and the inhabitants of its Members the Network and related benefits to be derived from the operation of the Network all of which is acknowledged by the Members; and

WHEREAS, the governing bodies of the current members of UIA have been presented and have accepted a final finance plan of UIA.

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants, and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE 1

Definitions

The following definitions shall apply to the provisions of this Agreement:

- 1.1. "Added Members" means those public agencies listed in **Appendix B** who have joined UIA pursuant to **Section 4.4**.
- 1.2. "Agreement" means this Interlocal Cooperative Agreement of the UTAH INFRASTRUCTURE AGENCY dated as of June 7, 2010, including any subsequent amendments and supplements thereto and all Exhibits, Attachments, or Appendices hereto, which by this reference are incorporated herein.
- 1.3. "Board of Directors" or "Board" means the governing body of UIA.
- 1.4. "Bonding" means the issuance of Bonds.
- 1.5. "Bonds" means bonds, notes, certificates of participation or other evidences of indebtedness of UIA, except as provided herein.
- 1.6. "Effective Date" means June 7, 2010, the date UIA was originally created.
- 1.7. "Fiscal Year" means the twelve-month period beginning July 1 and ending June 30.
- 1.8. "Members" means the municipalities listed in **Appendix A** who were originally involved in the creation and development of UIA.
- 1.9. "Members" means, collectively, all Members listed in **Appendix A** and all Added Members listed in **Appendix B**.
- 1.10. "Network" means and includes all physical facilities, wires, and equipment either owned or controlled by UIA that is part of an open, carrier class, and scalable telecommunications system on which voice, video, and/or data is stored, accessed, and/or transmitted that makes available transparent high-speed broadband services for internal use by the Members and for use by all homes, businesses, and other entities within the Members' boundaries on a wholesale basis.

1.11. "Operation and Maintenance Expenses" means all expenses reasonably incurred in connection with the operation and maintenance of the Network, whether incurred by UIA or paid to any other entity pursuant to contract or otherwise, necessary to keep the Network in efficient operating condition, including cost of audits hereinafter required, payment of promotional and marketing expenses, payment of insurance premiums, and, generally all expenses, exclusive of depreciation and other non-cash items which under generally accepted accounting practices are properly allocable to operation and maintenance; however, only such expenses as are ordinary and necessary to the efficient operation and maintenance of the Network shall be included.

1.12. "UIA" means the Utah Infrastructure Agency, an interlocal cooperative entity and political subdivision of the State of Utah duly organized under the Interlocal Cooperation Act. As used in **Article 8**, UIA means its officers and Board of Directors, as appropriate.

ARTICLE 2

Purposes

2.1 General Statement. This Agreement is entered into by the Members in order to:

2.1.1. Create UIA as a separate legal entity, as provided in the Interlocal Cooperation Act:

2.1.2. If approved by the Members as provided herein, issue Bonds; and construct, lease, operate (or cause the same to occur) and own the Network;

2.1.3. Enter into contracts with suppliers, contractors, providers, and others to facilitate the accomplishment of the foregoing purposes.

2.1.4. Undertake such actions as are necessary or advisable to effectuate the purposes in this **Section 2.1**.

2.1.5. Entering into contracts, bonding, constructing, and undertaking actions to effectuate the purposes in this **Section 2.1**, may be done in series or phases, all as determined by the Board of Directors.

2.1.6. Upgrade and expand the Network as new development occurs within the

boundaries of the Members and as Added Members join UIA as provided herein.

2.1.7. Engage in such other lawful activity in which an interlocal cooperative may become involved and to conduct any and all transactions and activities related thereto.

2.2. Added Members. It is also the purpose of this Agreement to provide, to the extent permitted by law, for additional public agencies to become parties to this Agreement as Added Members as provided in **Section 4.4**.

ARTICLE 3

Liabilities and Obligations of Members

3.1. Immunity. In entering into this Agreement, the Members do not waive, and are not waiving, any immunity provided to the Members or their officials, employees, or agents by the Utah Governmental Immunity Act, Title 63G, Chapter 7, Utah Code (the "Immunity Act"), or by other law.

3.2. Obligation Imposed by Law. This Agreement shall not relieve any Member of any obligation or responsibility imposed upon it by law. However, to the extent of actual and timely performance thereof by UIA, such performance may be offered in satisfaction of such obligation or responsibility.

3.3. Limited Obligation. The obligations entered into by each Member by this Agreement are special limited obligations of each such Member, and nothing herein shall be construed or give rise to a general obligation or liability of any Member or a charge against its general credit or taxing powers.

3.4. Not Debt of Members. Any Bonds issued or incurred by UIA shall not constitute a debt of any individual Member, but shall be secured only in the manner set forth therein. There shall be no additional liability or obligation of a Member except as provided in **Section 3.3**.

3.5. Indemnification of Members. UIA shall defend, indemnify, save harmless, and exempt the Members, their officers, agents, and employees from and against all claims, suits, legal proceedings, demands, damages, costs, expenses, and attorneys' fees incident to any willful or

negligent acts or omissions by UIA, its officers, agents, or employees. The Board of Directors shall, prior to the commencement of construction of the Network, provide for risk and liability coverage in such amounts as it deems necessary to insure against risks arising from the operation of the Network.

ARTICLE 4

Parties to Agreement

4.1. Current and Future Members. Each party to this Agreement by virtue of this Agreement contracts with all other Members who are signatories of this Agreement to accomplish the purposes set forth in **Article 2** herein, and, in addition, with such other Added Members as may later join and become signatories of this Agreement pursuant to **Section 4.4**.

4.2. Members. The Members are those Members listed in **Appendix A**, and includes Added Members.

4.3. Added Members. Added Members may adopt and become signatories to this Agreement upon approval of, and pursuant to the conditions established by, the Board of Directors pursuant to **Section 12.13**. The names of the Added Members shall be listed in **Appendix B** with the date on which each Added Member joined UIA. **Appendix B** may be updated as Added Members join. Added Members shall have the same rights, power and authority as the Members.

4.4. Ownership of Network. The UIA will own the Network and the Members shall be entitled to the benefits of the Network as provided in this Agreement.

ARTICLE 5

Term of Agreement

5.1. Term. This Agreement shall run until the latest of (i) fifty (50) years from the Effective Date; (ii) five (5) years after UIA has fully paid or otherwise discharged all of its indebtedness; (iii) five (5) years after UIA has abandoned, decommissioned, or conveyed or transferred all of its interest in its facilities and improvements; or (iv) five (5) years after the facilities and improvements of UIA are no longer useful in providing the service, output, product, or other benefit of the facilities and improvements, unless sooner terminated as provided in **Article 18**.

ARTICLE 6
Creation of UIA

6.1. Creation. UIA shall become a separate and independent governmental organization on the Effective Date pursuant to the provisions of this Agreement and shall continue its operation and existence pursuant to the provisions of this Agreement.

6.2. Location of Headquarters. UIA's headquarters shall be located in a location determined by the Board of Directors. The Board of Directors may change the location from time to time.

ARTICLE 7
Powers of UIA

7.1. Common Powers. UIA shall have all powers granted by the Interlocal Cooperation Act and is hereby authorized to do all acts necessary to accomplish its stated purposes, including, but not limited to, any or all of the following:

7.1.1. To make and enter into contracts.

7.1.2. To acquire, hold, or dispose of property, contributions, grants, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities.

7.1.3. To sue and be sued in its own name.

7.1.4. Except as otherwise provided in **Section 10.3**, to exercise the power of eminent domain in its own name.

7.1.5. To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement or otherwise authorized by law.

7.1.6. To borrow money or incur indebtedness, liabilities, or obligations; to issue Bonds for the purposes for which it was created; to assign, pledge, or otherwise convey as security for the payment of any such Bonds the revenues and receipts from or for the Network, which assignment, pledge, or other conveyance may rank prior in right to any other obligation except taxes

or payments in lieu thereof payable to the State of Utah or its political subdivisions.

7.1.7. Share its tax and other revenues with other counties, cities, towns, or local political subdivisions, the state, or a federal governmental agency as permitted by Section 11-13-215, Utah Code.

7.2. Exercise of Powers. All powers of UIA shall be exercised pursuant to the terms of this Agreement, its bylaws, and any governing laws.

ARTICLE 8

Responsibilities of UIA

8.1. Reimbursement Resolution. UIA may reimburse the Members from Bond proceeds for any payment to UIA prior to the issuance of the Bonds or any other expenses incurred by UIA or its Members as approved by the Board of Directors. The Board of Directors intends to reimburse each Member from the proceeds of initial Bonds.

8.2. Discussions and Negotiations. UIA, through its Chief Executive Officer, shall enter into discussions, negotiations, and contracts with potential suppliers, manufacturers, service providers, consultants, governmental entities, public officials, and others to gather information helpful to the fulfillment of the purposes of UIA.

8.3. Network Operation. UIA shall operate the Network in a manner that will benefit, as determined by the Board of Directors, the residents, businesses, and other entities located in each Member and the Members themselves in their internal operations.

8.4. Revenues. UIA shall ensure that all covenants and obligations required in any Bond documents are fulfilled, including the proper funding of debt service reserves, capital improvement accounts, repair and replacement accounts and operations and maintenance accounts. To accomplish those objectives, UIA shall deposit when received all revenues ("Revenues") into a revenue account, from which UIA shall pay (i) all Operation and Maintenance Expenses, (ii) all debt service payment obligations with respect to any Bonds issued by UIA, and (iii) all funding requirements for those funds and accounts as well as use of funds established with respect to the issuance of Bonds. Except as otherwise provided in Section 9.2., after the payment of items (i)

through (iii) in this **Section 8.4.**, the remaining Revenues (“Discretionary Revenues”) may be used to pay (x) costs of construction of the Network, (y) those repayment obligations incurred by UIA with respect to the Pledge Agreements and Royalty Payments, and (z) costs of redeeming Bonds all at the discretion of the Board. Any remaining Revenues (“Excess Revenues”) may be paid to the Members as provided in **Section 8.5.**

8.5. Excess Revenue Sharing. By a two-thirds vote of the Members as determined pursuant to the formula set forth in **Section 9.2.**, a formula shall be adopted to equitably distribute the Excess Revenues. The specific timing, method, and interpretation of this sharing formula shall be determined by a two-thirds vote of the Members. The formula shall attempt to calculate the Excess Revenues attributable to each Member. Until construction of the Network is substantially completed within the boundaries of all Members, there shall be no distribution of Excess Revenues to the Members, and all Excess Revenues shall be used to build out the Network within the Members’ boundaries as determined by a two-thirds vote of the Members according to the weighted voting of the Members set forth in **Section 9.1.**

8.5.1. For purposes of distributing Excess Revenues and to the extent practical, all Revenues received by UIA from the operation of the Network shall be attributed to each Member to the extent said Revenues were generated from a subscriber located in that Member’s boundaries. All other Revenue shall be apportioned according to a Member’s percentage of potential subscribers to the total number of potential subscribers of all Members.

8.5.2. For purposes of distributing Excess Revenues and to the extent practical, operational and capital costs shall be attributed to each Member according to the actual operational and capital cost of the Network within that Member’s boundaries. All other costs of the Network including network operation center costs, head-ends, and fiber connect costs shall be apportioned according to a Member’s percentage of potential subscribers to the total number of potential subscribers of all Members.

ARTICLE 9 Voting Rights of Members

9.1. Weighted Voting. Except as provided in **Section 9.2,** each Member shall be entitled to one vote for each one thousand (1,000) residents, rounded to the nearest one thousand,

as determined by the most recent official census or census estimate of the United States Census Bureau or the Utah Population Estimates Committee. After an annexation or boundary adjustment by a Member, the weighted voting shall be adjusted to account for an increased or decreased population.

9.2. Weighted Voting Associated With Pledges. Only Members which secure Bonds issued by UIA, shall be entitled to vote with respect to all decisions related to: (i) the construction of the Network financed with proceeds of the Bonds secured by that Member's security obligations, and (ii) the use of Discretionary Revenues generated from the Network constructed with proceeds of the Bonds secured by that Member's Pledge Agreement. Members voting pursuant to this **Section 9.2** shall have the same weighted vote calculated pursuant to **Section 9.1**. In addition, the Board of Directors of UIA may issue Bonds secured by Pledge Agreements of the Members only with approval of a majority vote of said Members using the weighted vote calculated pursuant to **Section 9.1**.

ARTICLE 10 Responsibilities of Members

10.1. Franchise Approval Granted. Each Member hereby grants franchise approval to UIA, any other interlocal cooperative agency which contracts with UIA and any authorized service provider of UIA or other interlocal cooperative agency using the Network to provide services using the Network within that Member's jurisdiction. By contract each service provider shall be required to pay a Member any tax, franchise fee, or other charge that would be applicable to the provider if the provider had obtained a separate franchise from that Member and to abide by all requirements applicable to any existing franchisee providing the same telecommunications service. Each Member shall provide a copy of its current franchises and applicable tax or fee ordinances to UIA and any future franchise and tax or fee amendments thereto.

10.2. Approval to Build Network. Each Member shall allow UIA to build the Network in its jurisdiction, including the granting of any necessary excavation permits. However, UIA agrees to abide by each Member's ordinances and shall require any contractor hired to install the Network to comply with each Member's ordinances. UIA further agrees that it will not exercise its power of eminent domain against a Member's property without that Member's prior consent, which may be withheld in such Member's sole discretion.

10.3. Annual Dues. Each Member agrees to pay any annual dues to UIA, as approved by at least a two-thirds vote of the Board of Directors.

10.4. Working Capital. Each Member agrees to pay any working capital assessments to UIA, as approved by at least a two-thirds vote of the Board of Directors.

ARTICLE 11 Board of Directors

11.1. Composition of Board. UIA shall be governed by a Board of Directors, which is hereby established and which shall be composed of a representative from each Member. The Board representative from each Member shall appointed by the chief executive officer with the advice and consent of the Member's governing body. The Board representative may send an alternate to act in his or her place at a Board or Executive Committee meeting, except if the Board representative is the Chair or a Vice-Chair, then that Board representative's responsibilities for conducting the meeting or signing documents shall fall to the next Vice-Chair in line.

11.2. Executive Committee. The Board of Directors may establish an Executive Committee of not more than five members of the Board and may delegate to the Executive Committee such powers and responsibilities as the Board deems appropriate, as provided in **Section 12.14**. The composition of, the manner of selection of, the voting and the powers and responsibilities of the Executive Committee shall be as are established in this Agreement.

11.3. Voting. In all matters voted upon by the Board of Directors, each member of the Board shall have and may cast the same number of votes as the Member he or she represents is entitled to cast under **Article 9**.

11.4. Meetings. The Board shall hold at least one regular meeting annually. The Board may hold special meetings as provided by law. Meetings may be conducted by telephonic or other technological means of communication.

11.5. Minutes. The Chief Executive Officer shall cause all meetings of the Board to comply with the Utah Open and Public Meetings Act, Title 52, Chapter 4, Utah Code.

11.6. Quorum. The presence of the Board members entitled to cast a majority of the votes of the entire Board shall constitute a quorum for the transaction of business. Unless otherwise

requiring a two-thirds vote, a majority vote of the total votes of the entire Board, whether or not all Board members are present, shall constitute action by the Board.

11.7. Notice. Notice to Board members shall be sufficient if delivered in writing, by courier, U.S. Mail, fax, or by e-mail to the designated representative of the respective Member, at the address, fax number, or e-mail address of record, as may be amended from time to time.

11.8. Duty to Inform. The Board, through the Chief Executive Officer, shall have an ongoing duty to inform the Members of UIA business and, accordingly, shall cause a copy of all materials (unless they are not public records; in which case, notice of their existence shall be given) delivered in the manner it deems appropriate to Board members for meetings of the Board, including minutes of past meetings, to be delivered to the Chair of each Member's governing body and to each Member's legal counsel. The Chief Executive Officer shall promptly respond to all requests for information made by any Member.

ARTICLE 12

Powers and Duties of the Board of Directors

The Board of Directors shall have the following powers and duties:

12.1. Exercise of Powers of UIA. Except as otherwise authorized or delegated pursuant to this Agreement, the Board of Directors shall for and on behalf of UIA, exercise all powers of UIA set forth in Article 7 herein.

12.2. Appointments. The Board of Directors shall appoint a Chief Executive Officer and the Chief Executive Officer shall appoint a Deputy Director and a Secretary/Treasurer, subject to confirmation by at least a two-thirds vote of the Board.

12.3. Budget. The Board of Directors shall cause to be prepared the operating budget of UIA for each Fiscal Year.

12.4. Committees. The Board of Directors shall have the authority to appoint committees.

12.5. Reporting. The Board of Directors shall receive and act upon reports of the Executive Committee and of the Chief Executive Officer, and the Chair of the Committees.

12.6. Hiring Employees. The Board of Directors shall have the power to authorize the Chief Executive Officer to hire such persons as the Board deems necessary for the administration of UIA.

12.7. Supervision. The Board of Directors shall have the general supervisory and policy control over the activities of the Chief Executive Officer.

12.8. Funds. The Board of Directors shall provide for the investment and disbursement of funds and their periodic review.

12.9. Audit. The Board of Directors shall provide for a certified annual audit of the accounts and records of UIA, which audit shall conform to generally accepted auditing standards. Such annual audit shall be open for inspection by each Member representative at all reasonable times.

12.10. Bylaws. The Board of Directors shall have the authority to adopt bylaws and thereafter amend the bylaws. The adoption and any amendments shall be by a two-thirds (2/3) vote of the Board. Each Member shall receive a copy of the bylaws.

12.11. Rules of Board. The Board of Directors shall have the authority to establish rules governing its own conduct and procedure not inconsistent with the bylaws.

12.12. Added Members. By a two-thirds vote of the Members, the Members shall have the authority to admit Added Members on such terms and conditions as they deems appropriate. Added Members shall have assumed in writing any and all of the obligations under this Agreement. Unless waived by a two-thirds vote of the Members, an Added Member shall be required to adopt a Pledge Agreement.

12.13. Other Powers. The Board of Directors shall have such other powers and duties as are necessary for the operation or dissolution and winding up of UIA and for the implementation of the bylaws subject to the limits of this Agreement and the bylaws.

12.14. Delegation to Executive Committee. The Board of Directors may, through UIA's bylaws, delegate all of its powers and duties outlined in this Agreement to the Executive Committee,

except for the following:

12.14.1. The election of the Chair and Vice Chairs of the Board.

12.14.2. The election of the group representatives to the Executive Committee.

12.14.3. The powers to adopt, modify, and approve changes in the bylaws and recommend proposed changes to the Agreement that must be approved by the Members' governing bodies.

12.14.4. The power to terminate or dissolve UIA.

12.15. Records. The records of UIA shall be governed by the "Government Records Access and Management Act," Section 63G-2-101, et seq., Utah Code, to the extent applicable, except that the governing body and/or legal counsel of each Member shall have full access to inspect all records and copy public records of UIA.

ARTICLE 13

Officers, Agents, and Personnel

13.1. Chief Executive Officer. The Chief Executive Officer shall be appointed by the Board of Directors. The Chief Executive Officer shall, subject to the control of the Board of Directors, have general day-to-day supervision, management, administration, direction, and control of the business and officers of UIA and shall have such other and related duties as may be prescribed by the Board. When UIA is required or authorized to perform a function in this Agreement, or the law, the Chief Executive Officer or the person designated by the Chief Executive Officer has the power to perform the function.

13.2. Secretary/Treasurer. The Secretary/Treasurer shall be appointed by the Chief Executive Officer and confirmed by the Board. The duties of the Treasurer are set forth in **Articles 16 and 17**.

13.4. Other Officers, Agents, and Personnel. The Chief Executive Officer shall have the power to hire or appoint such other officers, agents, and personnel as are budgeted for by the Board of Directors and as may be necessary to carry out the purposes of this Agreement.

13.5. Removals and Resignations; Filling of Vacancies; Etc. Provisions for removal and resignation, and provisions for filling vacancies, etc., shall be as established by the Chief Executive Officer unless otherwise established in this Agreement.

ARTICLE 14

Accounts and Records

14.1. Annual Budget. The Board of Directors shall annually adopt an operating budget pursuant to **Section 12.3**.

14.2. Funds and Accounts. The Secretary/Treasurer shall establish and maintain such funds and accounts as may be required by governmental accounting practices and the State's fiscal procedures laws. Financial records of UIA shall be open to inspection at all reasonable times by Members' representatives and shall be open public records if so required by Utah State law.

14.3. Secretary/Treasurer's Report. Within ninety (90) days after the close of each Fiscal Year, the Secretary/Treasurer shall give a complete written report of all financial activities for the immediate past Fiscal Year to the Board.

14.4. Annual Audit. The Board of Directors shall provide for a certified annual audit of the accounts and records of UIA, as required by **Section 12.9**.

ARTICLE 15

Responsibility for Monies

15.1. Secretary/Treasurer's Responsibilities. The Secretary/Treasurer shall have custody of and shall disburse UIA's funds. The Secretary/Treasurer shall have the authority to delegate the signatory function of Secretary/Treasurer to such persons as are authorized by the Board of Directors.

15.2. Bonds. A fidelity and treasurer's bond shall be required of all officers, agents, and personnel authorized to disburse funds of UIA. The cost of such bond shall be paid by UIA.

15.3. Financial Records. The Secretary/Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct financial records, including accounts of its assets,

liabilities, receipts, and disbursements, and shall have such other duties as are provided for in the bylaws.

ARTICLE 16

Dissolution of UIA

16.1. Outstanding Indebtedness. So long as there are any outstanding Bonds of UIA, UIA shall remain a separate legal entity with all of the power and duties set forth in this Agreement and all of the responsibilities, covenants, and obligations required in the Bond documents.

16.2. Dissolution of UIA. If there are no outstanding Bonds, UIA may be dissolved with two-thirds vote of the Members.

16.3. Power of Board. The Board of Directors is vested with all powers necessary for the purpose of winding up and dissolving the business affairs of UIA.

16.4. Division of Assets. Upon dissolution and after payment in full of all outstanding Bonds and other UIA obligations, the Board of Directors shall equitably disburse the assets of UIA to the then current Members. The disbursement shall be done according to the following principles:

16.4.1. Any outstanding agreements with service providers shall be honored.

16.4.2. To the extent possible, each current Member shall receive ownership of that portion of the Network within its boundaries, at no additional cost to each current Member.

16.4.3. After deducting costs, any cash or other assets jointly shared shall be disbursed, or interests deeded, *pro rata*, according to the revenue generated from each Member's jurisdiction.

ARTICLE 17

Other Provisions

17.1. Confidentiality. The Board of Directors shall take such steps as they deem necessary to protect and keep confidential appropriate information received or kept by UIA in accordance with law. The Members shall protect and keep confidential information kept or

received by UIA during the term of this Agreement and after the termination of their membership in UIA pursuant to this Agreement or other policies adopted by the Board and consistent with law.

17.2. Status of Members' Employees. When members of the Board of Directors are acting on behalf of UIA, they shall be considered to be acting on behalf of their respective public agency employer within the meaning of the Governmental Immunity Act of Utah, and thus, shall be entitled to indemnification and representation so long as they meet the requirements of the Governmental Immunity Act of Utah.

17.3. Prohibition Against Assignment. No Member may assign any right, claim, or interest it may have under this Agreement; and no creditor, assignee, or third party beneficiary of any Member shall have any right, claim, or title to any part of the Network share, interest, fund, or other asset of UIA.

17.4. Severability Clause. In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, clauses, applications, or occurrences, and this Agreement is expressly declared to be severable.

17.5. Complete Agreement. The foregoing constitutes the full and complete Agreement of the parties concerning the subject matter hereof. There are no oral understandings or agreements not set forth in writing herein. Documents attached hereto or made pursuant to this Agreement are incorporated in full by reference. In the event of a conflicting provision in this Agreement such documents, the terms of this Agreement shall prevail.

17.6. Amendment. This Agreement may be amended at any time by the written approval of two-thirds of all Members.

17.7. Governing Law. This Agreement shall be governed according to the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials thereof on the date indicated on the signatory pages in the form shown in **Appendix C**.

Appendix A

Members

Layton City

Lindon City

Midvale City

Orem City

Appendix B

Added Members

Appendix C

Authorized Signatories for Members

And Signatory Page

Layton City Corporation, by resolution of its legislative body adopted on MAY 20, 2010, approved the execution of the Interlocal Cooperative Agreement of the Utah Infrastructure Agency ("UIA"), dated as of June 7, 2010, and consisting of pages 1 through 21, including Appendices A, B, and C.



J. Stephen Curtis
Printed Name of Authorized Signatory

[Handwritten Signature]
Signature

MAYOR
Title

ATTEST:
[Handwritten Signature]
Signature

Name: Thieda Wellman
Title: City Recorder

APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

[Handwritten Signature]
Authorized Attorney Representing The Public Agency

FILING OF AGREEMENT:

Pursuant to the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended, the keeper of the records for the public agency hereby certifies that this Agreement has been filed with him or her.

[Handwritten Signature]
Signature

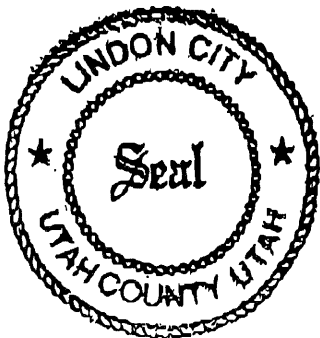
Name: Thieda Wellman
Title: City Recorder

Appendix C

Authorized Signatories for Members

And Signatory Page

Lindon City Corporation, by resolution of its legislative body adopted on May 18, 2010, 2010, approved the execution of the Interlocal Cooperative Agreement of the Utah Infrastructure Agency ("UIA"), dated as of June 7, 2010, and consisting of pages 1 through 21, including Appendices A, B, and C.



Bruce N Carpenter
Printed Name of Authorized Signatory

Bruce N Carpenter
Signature

Mayor Pro Tem
Title

ATTEST:

Debra Cullimore
Signature

Name: Debra Cullimore
Title: City Recorder

APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

Lawrence J. Smith
Authorized Attorney Representing The Public Agency

FILING OF AGREEMENT:

Pursuant to the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended, the keeper of the records for the public agency hereby certifies that this Agreement has been filed with him or her.

Debra Cullimore
Signature

Name: Debra Cullimore
Title: City Recorder

Appendix C

Authorized Signatories for Members

And Signatory Page

Midvale City Corporation, by resolution of its legislative body adopted on June 1, 2010, approved the execution of the Interlocal Cooperative Agreement of the Utah Infrastructure Agency ("UIA"), dated as of June 7, 2010, and consisting of pages 1 through 21, including Appendices A, B, and C.



JoAnn B. Seghini
Printed Name of Authorized Signatory
JoAnn B Seghini
Signature
Mayor
Title

ATTEST:
Rori L. Anderson
Signature

Name: Rori L. ANDREASON
Title: City Recorder

APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

[Signature]
Authorized Attorney Representing The Public Agency

FILING OF AGREEMENT:

Pursuant to the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended, the keeper of the records for the public agency hereby certifies that this Agreement has been filed with him or her.

Rori L. Anderson
Signature

Name: Rori L. ANDREASON
Title: City Recorder

Appendix C

Authorized Signatories for Members

And Signatory Page

Orem City, Utah, by resolution of its legislative body adopted on May 25, 2010, approved the execution of the Interlocal Cooperative Agreement of the Utah Infrastructure Agency ("UIA"), dated as of June 7, 2010, and consisting of pages 1 through 21, including Appendices A, B, and C.



Jerry C. Washburn
Printed Name of Authorized Signatory

[Handwritten Signature]
Signature

Mayor
Title

ATTEST:

[Handwritten Signature]
Signature

Name: Rachelle Conner
Title: Deputy City Recorder

APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

[Handwritten Signature]
Authorized Attorney Representing The Public Agency

FILING OF AGREEMENT:

Pursuant to the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended, the keeper of the records for the public agency hereby certifies that this Agreement has been filed with him or her.

[Handwritten Signature]
Signature

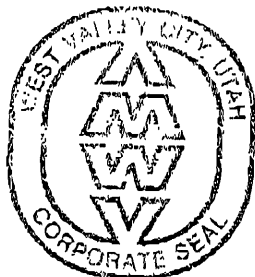
Name: Dawnie Larsen
Title: Executive Assistant

Appendix C

Authorized Signatories for Members

And Signatory Page

West Valley City, Utah, by resolution of its legislative body adopted on June 15, 2010, approved the execution of the Interlocal Cooperative Agreement of the Utah Infrastructure Agency ("UIA"), dated as of June 7, 2010, and consisting of pages 1 through 21, including Appendices A, B, and C.



Corey Rushton
Printed Name of Authorized Signatory
Corey Rushton
Signature
Mayor Pro Tem
Title

ATTEST:

Sheri McKendrick
Signature

Name: Sheri McKendrick
Title: City Recorder

APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

[Signature]
Authorized Attorney Representing The Public Agency

FILING OF AGREEMENT:

Pursuant to the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended, the keeper of the records for the public agency hereby certifies that this Agreement has been filed with him or her.

Sheri McKendrick
Signature

Name: Sheri McKendrick
Title: City Recorder