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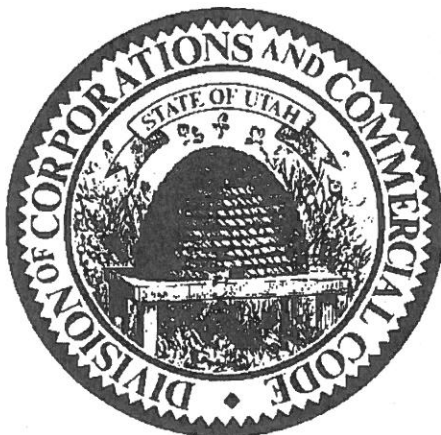
January 24, 2007

UTAH TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY
WHITNEY HOLLAND
1385 WEST 2200 SOUTH, STE 302
WEST VALLEY, UTAH 84119

CERTIFICATE OF EXISTENCE

Registration Number: 5055674-0151
Business Name: UTAH TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY
Registered Date: JANUARY 23, 2002
Entity Type: DBA
Current Status: GOOD STANDING

The Division of Corporations and Commercial Code of the State of Utah, custodian of the records of business registrations, certifies that the business entity on this certificate is authorized to transact business and was duly registered under the laws of the State of Utah. The Division also certifies that this entity has paid all fees and penalties owed to this state; its most recent annual report has been filed by the Division; and, that Articles of Dissolution have not been filed.



Kathy Berg

Kathy Berg
Director
Division of Corporations and Commercial Code

THE UTOPIA TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY

RESOLUTION NO. 04-01

**A RESOLUTION AMENDING THE BY-LAWS TO
ELIMINATE THE PROHIBITION OF THE BOARD CHAIR
FROM SERVING MORE THAN TWO CONSECUTIVE
TERMS**

WHEREAS, Section 8 of the By-Laws governing UTOPIA provides that "The term of the Chair is limited to two successive terms;"and

WHEREAS, The Board of Directors finds that it is in the best interests of UTOPIA to eliminate this limitation;

NOW, THEREFORE, BE IT RESOLVED by the UTOPIA Board of Directors that the By-Laws are amended by striking from Section 8 the words, "The term of the Chair is limited to two successive terms."

PASSED, APPROVED, and MADE EFFECTIVE this 26th day of January, 2004.

BOARD OF DIRECTORS


CHAIR

ATTEST:


SECRETARY



THE UTAH TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY

RESOLUTION NO. 03-07

**A RESOLUTION AUTHORIZING UTOPIA TO CHANGE THE
LOCATION OF ITS HEADQUARTERS TO MURRAY**

WHEREAS, pursuant to paragraph 6.2 of the Interlocal Agreement creating UTOPIA, UTOPIA's headquarters was initially located at West Valley City Hall; and,

WHEREAS, UTOPIA's Interlocal Agreement authorizes the Board of Directors to "change the location [of its headquarters] from time to time;" and,

WHEREAS, in November of 2002, UTOPIA hired its first full time employee and required a location to house the employee; and

WHEREAS, a Murray location was selected because of favorable terms for space, furnishings and equipment offered by Morris & Dredge, a CPA firm and because the first construction will occur in Murray.

NOW, THEREFORE BE IT RESOLVED by the UTOPIA Board of Directors that headquarters for UTOPIA will be at the Murray location of 678 E. Vine Street, #11, Murray, Utah 84107, until a more permanent location is chosen.

PASSED, APPROVED, and MADE EFFECTIVE this 13th day of February, 2003 .

BOARD OF DIRECTORS


CHAIR

ATTEST:


SECRETARY



THE UTOPIA TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY

RESOLUTION NO. 03-01

**A RESOLUTION AMENDING UTOPIA'S BY-LAWS TO
EQUALIZE REPRESENTATION AND VOTING ON THE
EXECUTIVE COMMITTEE**

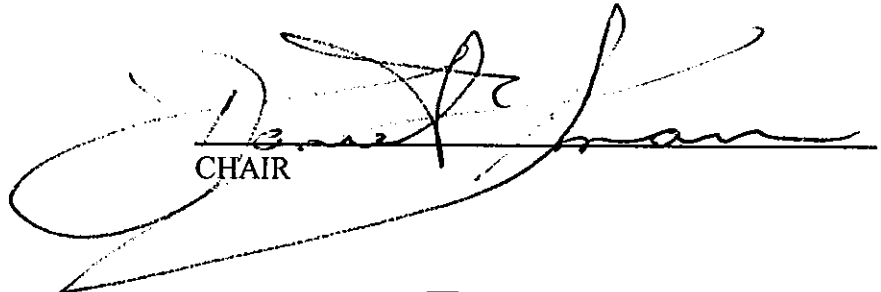
WHEREAS, the UTOPIA Board of Directors desires to amend the eligibility requirements for the Chair and Vice-Chair positions and implement weighted voting by the Executive Committee in order to equalize representation and voting;

WHEREAS, the proposed By-laws direct the composition of the Executive Committee so the large city representative has two votes and all others one vote; and that there always be representation by a large, mid-size and small city and a city off the Wasatch Front.

NOW, THEREFORE, BE IT RESOLVED by the UTOPIA Board of Directors that the attached amendments to the By-laws were hereby approved.

PASSED, APPROVED, and MADE EFFECTIVE this 13th day of January, 2003.

BOARD OF DIRECTORS


CHAIR

ATTEST:


SECRETARY



**BY-LAWS
OF THE
BOARD OF DIRECTORS
OF THE
UTAH TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY**

Pursuant to authority granted to it in accordance with the Interlocal Cooperation Agreement adopted and executed by various municipalities within the State of Utah, the Board of Directors of the Utah Telecommunication Open Infrastructure Agency (“UTOPIA”) hereby adopts the following as Bylaws:

ARTICLE 1

ORGANIZATION AND ADMINISTRATION

Section 1. The administration of UTOPIA shall be vested in a Board of Directors, a Technical Advisory Committee, and an Executive Director.

Section 2. The Board of Directors shall establish general guidelines for the functioning of UTOPIA and shall have budgetary control over UTOPIA and its activities.

Section 3. The Board of Directors shall be responsible to establish guidelines for and review the day-to-day policies and operations of UTOPIA, as executed and implemented by the Executive Director and subordinate employees.

Section 4. The Executive Director is the chief executive officer of UTOPIA and, as specified herein, is responsible to implement and carry out the policies and programs specified by the Board of Directors and the Technical Advisory Committee.

ARTICLE 2

BOARD OF DIRECTORS

Section 1. Composition of the Board of Directors and the Executive Committee.

- a. The Board of Directors shall be composed of a representative from each Member.
- b. At the first regularly scheduled meeting of the Board of Directors each January of each year, or as soon thereafter as is reasonably practical, The Board of Directors shall elect from among the board members a person to serve in each of the following positions: Chair, First Vice-Chair, Second Vice-Chair, Third Vice-Chair, and Fourth Vice-Chair. Consideration shall be given to rotate these positions through members of the Board of Directors while maintaining continuity in the Executive Committee. The designation shall be effective for the calendar year and until a successor is

selected and approved by the Board of Directors The positions shall be filled by five different people as follows:

- i. One representing a member city not located within Salt Lake County, Utah County, Davis County or Weber County.
 - ii. One representing a member city with a population of less than 20,000.
 - iii. One representing a member city with a population from 20,000 to 50,000.
 - iv. One representing a member city with a population greater than 50,000.
 - v. An at-large position filled by any Board member not filling one of the other four positions.
- c. There is created an Executive Committee of the Board of Directors comprised of the Chair, the First Vice-Chair, the Second Vice-Chair, the Third Vice-Chair and the Fourth Vice-Chair. The Executive Committee shall have such responsibilities as are delegated to them by the Board of Directors. Each member of the executive committee shall have one vote, except that the representative of a city with a population greater than 50,000 shall have two votes.

Section 2. Election or Appointment to the Board of Directors. The selection of its representatives on the Board of Directors shall be made by each Member, provided that the representative of each Member shall be a current elected official or employee of the Member during his or her term of service on the Board of Directors. Each Member shall designate the name and address of its representative to the Board of Directors in writing. Any vacancy on the Board of Directors shall be promptly filled by appointment by the Member.

Section 3. Terms of the Directors. Each Director shall serve for the period designated by the Member he or she represents.

Section 4. Vacancies. A vacancy or vacancies in the Board of Directors shall be deemed to exist by reason of death, resignation, expiration of term, or removal by the Member. Each Member shall be responsible to promptly fill the vacancy of its representative to the Board and to notify the Board of Directors of the new representative's name and address.

Section 5. Meetings of the Board of Directors.

- a. The Board shall set a time and place for an monthly regular meeting, notice of which shall comply with the Utah Open and Public Meetings laws, Sections 52-4-1 et seq. of the Utah Code, as amended.

- b. Special meetings may be called by the Chairperson, the Executive Director or by Directors representing a majority of the voting rights of the Board. Notice of these special meetings shall be mailed to each Member at least ten (10) days in advance.
- c. The Executive Director shall cause written minutes of regular, adjourned regular, special and adjourned special meetings to be kept and shall, as soon as possible after each Board meeting, cause a copy of the minutes to be forwarded to each member of the Board.

Section 6. Quorum. The presence of Directors representing a majority of the weighted vote of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. A vote by members representing the majority of the voting rights of the Board shall constitute action by the Board.

Section 7. Powers and/or Duties of the Board of Directors.

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

- a. The Board of Directors shall appoint an Executive Director and such other officers as it deems appropriate;
- b. The Board of Directors shall cause to be prepared the capital and operating budgets of UTOPIA for each fiscal year.
- c. The Board of Directors shall have the authority to appoint committees;
- d. The Board of Directors shall receive and act upon reports of appointed committees and of the Executive Director;
- e. The Board of Directors shall have the power to hire such persons as the Board deems necessary for the administration of the Association, including the “borrowing” of employees from one or more of the Members, subject to the approval of the Member. Any Member whose employee is so “borrowed” according to this provision shall be reimbursed by the Association for that employee’s time spent or services rendered on behalf of the Association;
- f. The Board of Directors shall have the general supervisory and policy control over the day-to-day decisions and administrative activities of the Executive Director UTOPIA;
- g. The Board of Directors shall provide for a certified, annual audit of the accounts and records of UTOPIA, which audit shall conform to generally accepted auditing standards. Such audit of the accounts and records made by a Certified Public

Accountant(s) shall be open to any inspection at all reasonable times by representatives of Members. Any costs of the audit, including contracts with, or employment of, Certified Public Accountants, in making an audit pursuant to this Article, shall be borne by UTOPIA and shall be included within the term “administrative costs”;

- h. The Board of Directors shall receive and review periodic accountings of all funds of UTOPIA;
- i. The Board of Directors shall have the authority to establish criteria for new Members;
- j. The Board of Directors shall have the authority to establish rules governing its own conduct and procedure not inconsistent with these By-Laws;
- k. The Board of Directors shall have the authority to admit new members on such terms and conditions as it deems appropriate;
- l. The Board of Directors shall have the authority to amend these By-Laws by a two-thirds (2/3) vote of the Board;
- m. The Board of Directors shall have such other powers and duties as are necessary for the operation or dissolution and winding up of UTOPIA and for the implementation of these By-Laws subject to the limits of the Agreement and these By-Laws;
- n. The Board of Directors shall have the authority to establish standing committees as they deem appropriate. The Board of Directors shall also have the authority to establish ad hoc committees as they deem appropriate. The Chairperson of the Board shall have the authority to appoint members to the various committees.
- o. The Board of Directors shall have the authority to establish a Procurement Policy to govern the purchase of equipment, materials, goods, services and the like.
- p. The Board of Directors shall have the authority to establish a Travel Policy to govern travel by UTOPIA staff.
- q. The Board of Directors shall have the authority to establish a Records Classification and Retention Policy consistent with the requirements of the Utah Government Records Access and Management Act.

Section 8. Powers and Duties of the Chair of the Board.

The term of the Chair is limited to two successive terms. The Chair will preside at all meetings of the Board of Directors and the Executive Committee and shall be an ex-officio member of all the standing committees and shall have the general powers and duties as may be prescribed by the Board of Directors, the Interlocal Agreement creating UTOPIA and/or the Bylaws. In addition, the Chair of the Board of Directors shall:

- a. Have a vote in all Board of Directors proceedings.
- b. Execute, on behalf of the Board of Directors, all resolutions of the Board of Directors, and, where required, contracts and other written obligations of UTOPIA.
- c. Attend and, if appropriate, preside at ceremonial activities (including, but not limited to, ribbon-cuttings, open houses, receptions) in which ceremonial representation is needed or sought.
- d. Where designated by the Board of Directors, represent UTOPIA in all its external relationships with the State, the County, other political subdivisions, and such civic, social and fraternal organizations, including the serving on appointed boards, committees, councils, and commissions as provided by law or to which an official, non-technical representative from UTOPIA is sought or needed, unless the Board of Directors directs otherwise.
- e. Be a spokesperson for the Board of Directors, unless the Board of Directors directs otherwise. When the Chair acts as spokesperson for the Board of Directors, he or she should speak for the majority of the Board of Directors, when the Chair is speaking in his capacity as an individual member of the Board of Directors, he or she should clearly identify that limited capacity.
- f. Represent the will of the Board of Directors.
- g. The Chair shall have no administrative or executive duties. The Chair shall not attempt to advise or direct the Executive Director or any of the subordinates of the Executive Director in the performance of the assigned duties of the Executive Director or the subordinate.

Section 9. First Vice-Chair of the Board of Directors. The First Vice-Chair of the Board of Directors shall act during the period of the Chair's absence, or inability or refusal to act. . The designation shall be effective for the calendar year and until a successor First Vice-Chair is selected and approved by the Board of Directors. The duties of the First Vice-Chair shall be limited to presiding over the meetings of the Board of Directors and to signing official documents and other writings acted upon within that meeting over which he or she presided or such writings as are

presented to him or her for signature during the period he or she is so acting. The First Vice-Chair shall act only in cases of the inability or refusal to act or in the absence of the Chair. The determination as to the inability or refusal to act shall be made by vote of the Board of Directors. The Chair may request any member of the Board of Directors to represent UTOPIA outside of meetings of the Board of Directors. When no designee is appointed by the Chair, the First Vice-Chair shall represent UTOPIA. If no member of the Board of Directors is able to represent the Chair (other than in official, Board of Directors meetings) the Executive Director or his designated staff member shall do so.

Section 10. Second Vice-Chair of the Board of Directors. The Board of Directors shall elect one of its members to act as the Second Vice-Chair of the Board of Directors, to act during the period of the Chair's or First Vice-Chair's absence, or inability or refusal to act and shall have the same authority as the First Vice-Chair.

Section 11. Third Vice-Chair of the Board of Directors. The Board of Directors shall elect one of its members to act as the Third Vice-Chair of the Board of Directors, to act during the period of the Chair's, First Vice-Chair's, or Second Vice-Chair's absence, or inability or refusal to act and shall have the same authority as the First Vice-Chair.

Section 12. Fourth Vice-Chair of the Board of Directors. The Board of Directors shall elect one of its members to act during the period of the Chair's, First Vice-Chair's, Second Vice-Chair's or Third Vice-Chair's absence, or inability or refusal to act and shall have the same authority as the First Vice-Chair.

Section 13. No Compensation. The Board of Directors shall serve without compensation from UTOPIA.

Section 14. Limitations of Actions and Authority of Board of Directors. No member of the Board of Directors shall direct or request the appointment of any person to, or his removal from office. No member of the Board of Directors shall interfere in any way with the performance by the appointed officers of their duties. The Board of Directors shall not give orders to any subordinate of the Executive Director, either publicly or privately, but may make suggestions and recommendations to the Executive Director. Nothing in this section shall prevent the Board of Directors from appointing committees of its own members or of citizens to conduct investigations into the conduct of any officer, department, or agency UTOPIA, or any matter relating to UTOPIA's welfare, and delegating to these committees such powers of inquiry as the Board of Directors may deem necessary.

Section 15. Parliamentary procedure. When not in conflict with the Interlocal Cooperation Action or these Bylaws, the latest published edition of Robert's Rules of Order shall govern the meetings of the Board of Directors.

ARTICLE 3

TECHNICAL ADVISORY COMMITTEE

Section 1. General Responsibilities. The Technical Advisory Committee shall be the executive body of UTOPIA and shall, subject to the Bylaws, policies and budget adopted by the Board of Directors, be primarily responsible for the day-to-day operations of UTOPIA.

Section 2. Membership. The Technical Advisory Committee shall be composed of one representative of each Member, who shall be an information technology employee of the Member, unless otherwise designated by the chief executive officer of the Member. Members of the Technical Advisory Committee shall be appointed and serve at the pleasure of the chief executive officer of a Member. Each representative shall have one vote.

Section 3. Powers and Duties of the Technical Advisory Committee. The Technical Advisory Committee shall be responsible for advising the Executive Director on the day-to-day procedures and operations of UTOPIA. The Technical Advisory Committee shall recommend allocations and expenditures and shall provide for the efficient and effective operation of UTOPIA, consistent with these Bylaws and the policies and budget adopted by the Board of Directors. The Technical Advisory Committee may appoint consultants and committees to assist in its work and may adopt rules governing its operations.

Section 4. Meetings. The Technical Advisory Committee shall meet at least once each month and shall give reasonable notice to all representatives of the time and place of each meeting. Attendance by a member of the Technical Advisory Committee of a meeting shall constitute waiver of the notice required herein.

Section 5. Quorum. A quorum, consisting of a majority of the members thereof, shall be required for the transaction of all business of the Technical Advisory Committee. All decisions shall require a majority of the members present.

Section 6. Officers. The Technical Advisory Committee may elect a chairperson and such other officers as it deems necessary. In the event an officer of the Technical Advisory Committee is unable or unwilling to continue to function in his office, that officer shall be replaced by vote of the Technical Advisory Committee.

ARTICLE 4

EXECUTIVE DIRECTOR

Section 1. Appointment of Executive Director. The Board of Directors, shall appoint the Executive Director. The Executive Director shall be appointed solely on the basis of his or her

ability, integrity and prior experience relating to the duties of the office, including but not limited to, abilities of public administration and executive leadership, and shall possess managerial capabilities as in the opinion of the Board of Directors befit him or her to provide professional direction to UTOPIA.

Section 2. Powers and duties of the Executive Director. Subject to the general supervision of the Board of Directors, the Executive Director shall:

- a. Faithfully execute and enforce all applicable laws, rules and regulations.
- b. Carry out the policies and programs established by the Board of Directors.
- c. Organize and direct the management of the executive affairs of UTOPIA in a manner consistent with the Interlocal Cooperation Act and these Bylaws and the policies established by the Board of Directors and the Technical Advisory Committee.
- d. Examine and inspect the books, records and official papers of any office, department, agency, board or commission of UTOPIA, and make investigations and require reports from personnel.
- e. Submit to the Board of Directors and/or the Technical Advisory Committee plans and programs relating to the development and needs of UTOPIA, and annual and special reports concerning the financial, administrative and operational activities of UTOPIA offices, departments, agencies, boards and commissions, together with his or her evaluation and recommendations relating to them.
- f. Attend all meetings of the Board of Directors and take part in its discussions and deliberations, but without the right to vote.
- g. Appoint, with approval by the Board of Directors, an acting Executive Director to serve in his or her absence or temporary incapacity, to perform the powers and duties provided for in these Bylaws.
- h. Recommend to the Board of Directors and/or the Technical Advisory Committee for adoption such measures as he or she deems necessary or expedient.
- i. Prepare a financial estimate of the annual budget and advise the Board of Directors of the financial condition and needs of UTOPIA.
- j. Notify the Board of Directors and/or the Technical Advisory Committee of any emergency existing in any department.

- k. Execute such contracts as are necessary for the good order and functioning of UTOPIA, provided the expenditures pursuant to such contracts are within the appropriations contained within the appropriate budget, as adopted by the Board of Directors.
- l. Implement and administer, within the budgetary restraints as established by the Board of Directors, a plan for the compensation of UTOPIA employees, including, but not limited to, a pension system and a system for health and accident care coverage for employees and their dependents.
- m. Approve such expenditures made for official UTOPIA business, provided such expenditures are within the appropriations contained within the appropriate budget, as adopted by the Board of Directors.
- n. Discharge any other duties specified or designated by the Board of Directors.
- o. Investigate and examine or inquire into the affairs or operation of any department, division or office.
- p. Examine all proposed contracts to which UTOPIA may be party.
- q. Prescribe rules and regulations, not inconsistent with the Interlocal Agreement or these Bylaws, to insure efficiency and effectiveness in the operations of UTOPIA.

The Executive Director's responsibilities to the Board of Directors are to identify policy issues, recommend policy to the Board of Directors, guide, educate and train subordinates, implement the policies of the Board of Directors and evaluate the overall administration within UTOPIA, suggest policy needs and solutions, carry out the will of the Board of Directors expressed by resolution, provide information to the Board of Directors and the Technical Advisory Committee and support the decisions of the Board of Directors and the recommendations of the Technical Advisory Committee.

Section 3. Working time. The Executive Director shall spend such time in the performance of his or her duties as is necessary to accomplish them.

Section 4. Removal of Executive Director. The Executive Director serves at the pleasure of the Board of Directors. The Board of Directors may, at its pleasure, by majority vote, remove the Executive Director.

ARTICLE 5

FINANCIAL CONTROLS AND FINANCES

Section 1. Checks. All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of UTOPIA shall be signed by the Treasurer and one other officer of UTOPIA or any other designated officer or agent of the corporation and in such manner as shall be determined by resolution of the Board of Directors. Amounts in excess of these shall require signatures of two such officers or agents as designated above.

Section 2. Deposits. All funds of not otherwise employed shall be deposited to the credit of UTOPIA in such banks, trust companies or other depositories as the Board of Directors may select. All disbursements shall be made payable by check signed by the Treasurer.

Section 3. Additional Financial Controls to be Recommended. The Board of Directors shall direct the Executive Director to promulgate and implement such additional financial controls as he deems necessary for UTOPIA.

Section 4. Fiscal Procedures. At a minimum, the following fiscal procedures shall control the financial operations of UTOPIA:

- a. For budgetary purposes, the Treasurer shall act as UTOPIA's Budget Officer.
- b. At least annually, the Budget Officer shall prepare and submit to the Board of Directors a proposed budget, which shall be adopted by the Board of Directors in an open public meeting.
- c. UTOPIA's adopted budget shall be available for public inspection at UTOPIA's business offices, during normal business hours.
- d. Within thirty days of the Board's adoption of the annual budget, the Budget Officer shall certify the budget and file a certified copy thereof with the Utah State Auditor's Office.

Section 5. Annual Audit of financial records. On an annual basis, within 180 days after the close of the fiscal year of UTOPIA, the Executive Director shall cause to be prepared by a competent certified public accountant and submit to the Technical Advisory Committee and the Board of Directors an audit of the financial records of UTOPIA for that budget year.

ARTICLE 6

ETHICS

Section 1. The members of the Board of Directors and the Technical Advisory Committee, while performing their official duties related to UTOPIA, and the Executive Director and the subordinate employees of UTOPIA shall comply with the requirements of the Municipal Officers and Employees Disclosure Act, Part 13 of Chapter 3 of Title 10 of the Utah Code, and other applicable statutory provisions related to ethics and honesty in public governmental service.

ARTICLE 7

RECORDS AND REPORTS

UTOPIA shall keep at its principal office, or at such other place as the Board of Directors may order, a book or minutes of all meetings. UTOPIA shall also keep and maintain adequate and correct accounting of its properties and business transactions including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The Board of Directors shall provide for the preparation and submission of an annual report, including a financial statement, made available to the membership of UTOPIA, its creditors and holders of securities. The Board of Directors may cause to be prepared an independent audit of UTOPIA's financial records every year and such audit shall be filed in the principal office.

ARTICLE 8

OFFICES

The Board of Directors shall designate and UTOPIA shall maintain, a principal office. The location of the principal office of UTOPIA shall be 678 East Vine Street, #11, Murray, Utah 84107.

ARTICLE 9

LIABILITY AND INDEMNIFICATION

The Directors, officers and employees of UTOPIA shall not be individually or personally liable for the debts or obligations of UTOPIA and shall be indemnified by UTOPIA against all financial loss, damage, costs and expenses (including legal counsel fees) reasonably incurred by or imposed upon them in connection with or resulting from any civil or criminal action, suit, proceeding, claim or investigation in which they may be involved by reason of any action taken or omitted to be taken by them in good faith as such Director, officer or employee of UTOPIA. Such indemnification is subject to the condition that a majority of a quorum of the Board of Directors comprised of those Directors, who are not parties to such action, suit, proceeding, claim or

investigation or, if there be no such quorum, independent counsel selected by a quorum of the entire Board of Directors, shall be of the opinion that a person involved exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances, or that such person took or omitted to take such action in reliance upon advice of counsel for UTOPIA or upon information furnished by an officer or employee of UTOPIA and accepted in good faith by such person. The indemnification provided herein shall inure to the benefit of the heirs, executors, or administrators of any Director, officer or employee and shall not be exclusive of any other rights to which such party may be entitled by law or under any resolution adopted by the Board of Directors.

ARTICLE 10

AMENDMENT OF BYLAWS

These Bylaws may be altered, amended or repealed by vote of the Board of Directors.

ARTICLE 11

SEVERABILITY

Should any part, term or provision of these Bylaws be held by final judgment of any court of competent jurisdiction to be illegal or in conflict with any law of the State of Utah or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Adopted June 10, 2002
Amended January 13, 2003 - change in Executive Committee
Amended February 10, 2003 - changed headquarters address to Murray

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FIRST AMENDED AND RESTATED
INTERLOCAL COOPERATIVE AGREEMENT
OF THE
UTAH TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY
(UTOPIA)

Dated as of June 1, 2004

(Amending and restating the Interlocal Cooperative Agreement of the Utah Telecommunication Open Infrastructure Agency (UTOPIA) dated March 5, 2002, which became effective April 20, 2002.)

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**FIRST AMENDED AND RESTATED
INTERLOCAL COOPERATIVE AGREEMENT
OF THE
UTAH TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY
(UTOPIA)**

THIS FIRST AMENDED AND RESTATED INTERLOCAL COOPERATIVE AGREEMENT of the Utah Telecommunication Open Infrastructure Agency (UTOPIA) (“Agreement”) dated as of June 1, 2004, AMENDS AND RESTATES the Interlocal Cooperative Agreement of the Utah Telecommunication Open Infrastructure Agency (UTOPIA) dated March 5, 2002 (the “Original Agreement”), 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 the Original Agreement for the purpose of (i) creating UTOPIA as a separate legal entity; (ii) studying the feasibility of constructing and operating a telecommunications system that would provide high-speed broadband voice, video and data access for internal use by the Members and on a wholesale basis, to residential, commercial and other entities within the boundaries of the Members; and (iii) acquiring, constructing, owning and operating the Network (as defined herein); and

WHEREAS, the parties to this Agreement desire to amend and restate the Original Agreement to clarify certain provisions, recognize the difference between Pledging and Non-Pledging Founding Members, provide for the utilization of Revenues and application of Excess Revenues, and establish a mechanism for adding new members; and

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

WHEREAS, as Members of UTOPIA, the Members will jointly 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 UTOPIA; and

WHEREAS, UTOPIA 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 Utopia have been presented and have accepted a final finance plan of UTOPIA:

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants, and agreements contained herein, the parties hereto mutually agree to amend and restate the Original Agreement 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 UTOPIA pursuant to Section 4.4.

1.2. “Advisory Committee” means the Technical Advisory Committee, consisting of one information technology representative from each Member.

1.3. “Agreement” means this First Amended and Restated Interlocal Cooperative Agreement of the Utah Telecommunication Open Infrastructure Agency (UTOPIA) dated as of June 1, 2004, including any subsequent amendments and supplements thereto and all Exhibits, Attachments, or Appendices hereto, which by this reference are incorporated herein.

1.4. “Board of Directors” or “Board” means the governing body of UTOPIA.

1.5. “Bonding” means the issuance of Bonds.

1.6. “Bonds” means bonds, notes, certificates of participation or other evidences of indebtedness of UTOPIA, except as provided herein.

1.7. “Effective Date” means April 20, 2002, the date UTOPIA was originally created. This Agreement does not change the Effective Date or the status, existence or creation of UTOPIA, except as provided herein.

1.8. “Feasibility Study” means the design of the Network sufficient to provide estimated costs of construction, operation, maintenance, and planned upgrades; and the estimated revenue generated from service providers. The Feasibility Study shall contain sufficient detail so that it can be used in an offering document, if UTOPIA chooses to issue Bonds pursuant to an offering document. As new Members are added, a Feasibility Study may be completed for them as provided herein.

1.9. “Fiscal Year” means the twelve-month period beginning July 1 and ending June 30.

1.10. “Founding Members” means the municipalities listed in Appendix A who were originally involved in the creation and development of UTOPIA, except Non-Pledging Founding Members which have changed their status to Added Members pursuant Section 8.8.

1.11. “Members” means, collectively, all Founding Members listed in Appendix A and all Added Members listed in Appendix B.

1.12. “Network” means and includes all physical facilities, wires, and equipment either owned or controlled by UTOPIA 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.

1.13. “Non-Pledging Founding Members” means those Founding Members which have not adopted a Pledge Agreement to secure the Bonds issued to finance the Network. These Members are identified in Appendix A.

1.14. “Operation and Maintenance Expenses” means all expenses reasonably incurred in connection with the operation and maintenance of the Network, whether incurred by UTOPIA 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.

1.15. “Original Agreement” means the Interlocal Cooperative Agreement of the Utah Telecommunication Open Infrastructure Agency (UTOPIA) dated March 5, 2002.

1.16. “Pledge Agreement” means the Pledge and Loan Agreement, as amended and supplemented from time to time, adopted by a Pledging Founding Member or Added Member wherein the Pledging Founding Member or Added Member pledges its sales and use tax revenues to secure Bonds issued by UTOPIA to finance the Network.

1.17. “Pledging Founding Members” means those Founding Members which have adopted a Pledge Agreement to secure the Bonds issued to finance the Network. These Pledging Founding Members are identified in Appendix A.

1.18. “Preliminary Assessment” means the initial study individualized for each Founding Member, which provides preliminary information regarding the estimated costs and revenues from construction of the Network within that Founding Member’s boundaries.

1.19. “Revenues” means all revenues, fees, Royalty Payments, income, rents and receipts received or earned by the UTOPIA from or attributable to the ownership and operation of the Network (including proceeds of business interruption insurance), together with all interest earned by and profits derived from the sale of investments in the related funds thereof.

1.20. “Royalty Payments” means all royalty payments paid to UTOPIA by DynamicCity or its successors and assigns pursuant to a Master Services Agreement dated March 31, 2003, by and between UTOPIA and DynamicCity.

1.21. “UTOPIA” means the Utah Telecommunication Open Infrastructure Agency. As used in Article 8, UTOPIA 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 UTOPIA as a separate legal entity, as provided in the Interlocal Cooperation Act.

2.1.2. Authorize UTOPIA to perform a Preliminary Assessment on behalf of each Founding Member to provide preliminary information regarding the estimated costs and revenues from construction of the Network within that Founding Member’s boundaries.

2.1.3. Authorize UTOPIA to perform a Feasibility Study to determine the feasibility of Bonding for the construction (including leasing and/or purchasing) of the Network.

2.1.4. If approved by the Members as provided herein, issue Bonds; construct, own, and operate the Network; and enter into contracts with suppliers, contractors, providers, and others to facilitate the accomplishment of these purposes. Bonding and construction may be done in series or phases as determined by the Board of Directors.

2.1.5. Upgrade and expand the Network as new development occurs within the boundaries of the Members and as Added Members join UTOPIA as provided herein.

2.1.6. Assist the Members in complying with legal requirements, including those requirements set forth in the Federal Telecommunications Act of 1996 and the Telecommunications Act.

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 63, Chapter 30d, 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 UTOPIA, 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. Members may enter into a Pledge Agreement to pledge sales and use tax revenues to secure the Bonds issued by UTOPIA to finance the Network. Such pledges shall constitute obligations of the Pledging Founding Members and Added Members only to the extent expressly stated in the Pledge Agreement. Any moneys paid to UTOPIA by a Pledging Founding Member or Added Member pursuant to a Pledge Agreement shall constitute a loan to UTOPIA and shall be repaid as promised in the Pledge Agreement and in Section 8.5.

3.4. Not Debt of Members. Any Bonds issued or incurred by UTOPIA 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. UTOPIA 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 UTOPIA, 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 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. Deletion of Members. Each party to this Agreement acknowledges and agrees that the withdrawal of any Member from this Agreement pursuant to Sections 4.5, 4.6, 4.7, or 4.8 shall not adversely affect this Agreement nor such party's contractual relationship with the other Members to this Agreement then remaining.

4.3. Founding Members. The Founding Members are those Members listed in Appendix A. Appendix A shall be amended to delete any Founding Member which does not adopt and become a signatory to this Agreement. Appendix A may also be amended as provided in Section 8.8. Founding Members are entitled to certain financial benefits for having initiated the creation, development, financing, and construction of the Network. These benefits are set forth in Sections 8.6 and 8.7.

4.4. 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 UTOPIA. Appendix B may be updated as Added Members join. Except for the financial benefits available solely to the Founding Members as

described in Sections 8.6 and 8.7, in all other respects Added Members shall have the same rights, power and authority as the Founding Members.

4.5. Withdrawal After Preliminary Assessment. Each Founding Member, unless deemed unnecessary, shall receive a Preliminary Assessment. After the Preliminary Assessment, one of the following shall occur:

4.5.1. Prior to the beginning of a Feasibility Study for that Founding Member, the Founding Member's governing body may send a written notice of its withdrawal from UTOPIA.

4.5.2. Based on the Preliminary Assessment, if it is determined by the Board of Directors that construction of the Network within a Founding Member's boundaries is not economically feasible, then that Founding Member's membership in UTOPIA may be terminated by the Board of Directors. Whether the construction of the Network within the Founding Member's boundaries is economically feasible shall be determined by the Board of Directors based upon the costs of construction and revenues projected to be generated within that Founding Member's boundaries.

4.5.3. If the Board of Directors determines that a Feasibility Study should be done, then each Founding Member shall be given written notice by the Board of Directors. The written notice shall include the cost of each Founding Member's share of the Feasibility Study and a date by which the Founding Member must deliver to the Chief Financial Officer of UTOPIA moneys to pay such cost. If the Founding Member does not appropriate the funds through a resolution of its governing body, and remit the funds to the Chief Financial Officer by the date specified in the written notice, the Founding Member shall automatically be deemed to have withdrawn as a Member in UTOPIA.

4.6. Cancellation of Membership. If, after the Feasibility Study is completed, it is determined by a two-thirds (2/3) vote of the Board of Directors that the construction of the Network within a Founding Member's boundaries is not economically feasible, then that Founding Member's membership in UTOPIA may be terminated by the Board of Directors. Whether the construction of the Network within the Founding Member's boundaries is economically feasible shall be determined

by the Board of Directors based upon the costs of construction and revenues projected to be generated within that Founding Member's boundaries. If a Founding Member does not adopt this Agreement, the construction of the Network within the boundaries of said Founding Member shall be deemed economically unfeasible.

4.7. Withdrawal Prior to Bonding. After the Feasibility Study is completed, and if the Board of Directors, by a two-thirds (2/3) vote, determines that it is in the best interests of the Founding Members and UTOPIA to proceed with issuing Bonds to construct and install the Network or any portion of the Network, written notice shall be given by the Board of Directors to each Founding Member. The written notice shall include the Feasibility Study and specify the plans for issuing the Bonds and a date by which the Founding Member may withdraw. In order to withdraw, the Founding Member's governing body must give written notice of its withdrawal by the date specified in the notice. The Founding Member shall be deemed to have withdrawn if this Agreement has not been adopted by said withdrawal deadline.

4.8. Withdrawal of Non-Pledging Founding Members. A Non-Pledging Founding Member may withdraw as a Member of UTOPIA upon compliance with Subsection 4.8.1.

4.8.1 A Non-Pledging Founding Member may withdraw if:

(a) The governing body of the Non-Pledging Founding Member gives written notice of its intent to withdraw from UTOPIA to the Board of Directors of UTOPIA not less than one year prior to the effective date on which it intends to withdraw; and

(b) UTOPIA shall have received an opinion from its financial advisor and bond counsel to the effect that such withdrawal shall not materially adversely affect any UTOPIA Bonds issued to construct the Network within the Non-Pledging Founding Member and the security for the Bonds is the revenue generated within the boundaries of the Non-Pledging Founding Member.

4.8.2 After the date the notice is given pursuant to Section 4.8.1(a), no bonds described in Subsection 4.8.1(b) to construct the Network within the boundaries of the Non-Pledging Founding Member shall be issued during the one year withdrawal period.

4.9. No Further Obligation. A Member who withdraws its membership or whose membership is cancelled pursuant to Sections 4.5, 4.6, 4.7, or 4.8 shall have no further obligations to UTOPIA, and UTOPIA shall have no further obligations to the withdrawn Member, except as provided in Section 10.2.

4.10. Rejoining. The fact that a public agency has previously withdrawn its membership or its membership has been cancelled shall not prohibit said public agency from rejoining UTOPIA as an Added Member as provided in Section 4.4.

4.11. Ownership of Network. As Members of UTOPIA, the Members will jointly own the Network and shall be entitled to the benefits of the Network as provided in this Agreement.

ARTICLE 5

Term of Agreement

5.1. Effective Date. The Original Agreement became effective on the Effective Date. The adoption of this Agreement amending and restating the Original Agreement does not change the Effective Date.

5.2. Commencement of Operations. UTOPIA commenced operations on the Effective Date.

5.3. Term. This Agreement shall run until the latest of (i) fifty (50) years from the Effective Date; or (ii) five (5) years after UTOPIA has fully paid or otherwise discharged all of its indebtedness, unless sooner terminated as provided in Article 18.

ARTICLE 6

Creation of UTOPIA

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

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

ARTICLE 7
Powers of UTOPIA

7.1. Common Powers. UTOPIA 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.

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

ARTICLE 8

Responsibilities of UTOPIA

8.1. Reimbursement Resolution. At the first meeting of the Board of Directors, UTOPIA adopted a reimbursement resolution that allowed the Founding Members to be reimbursed from Bond proceeds, for any payment to UTOPIA prior to the issuance of the Bonds or any other expenses incurred by UTOPIA or its Members as approved by the Board of Directors. The Board of Directors intends to reimburse each Pledging Founding Member from the proceeds of initial Bonds. The Board intends to reimburse Non-Pledging Founding Members from the proceeds of Bonds issued to commence construction of the Network within that Member's boundaries.

8.2. Obligations to Founding Members. UTOPIA has fulfilled its responsibilities to provide a Preliminary Assessment and Feasibility Study to the Founding Members as required in Section 4.5.

8.3. Discussions and Negotiations. Simultaneously with the conducting of the Preliminary Assessment and thereafter, UTOPIA, through its Executive Director, 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 UTOPIA.

8.4. Network Operation. UTOPIA 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.

8.5. Revenues. UTOPIA 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, UTOPIA shall deposit when received all Revenues into a revenue account, from which UTOPIA shall pay (i) all Operation and Maintenance Expenses, (ii) all debt service payment obligations with respect to any Bonds issued by UTOPIA, 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 Sections 8.6 and 9.2, after the payment of items

(i) through (iii), the remaining Revenues (“Discretionary Revenues”) may be used to pay (x) costs of construction of the Network, (y) those repayment obligations incurred by UTOPIA 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 Sections 8.6, 8.7, and 8.9.

8.6. Founding Members’ Exclusive Sharing of Royalty Payments. All Founding Members shall be entitled to the exclusive sharing of Royalty Payments received by UTOPIA. The sharing formula shall be based on each Founding Member’s percentage of potential subscribers as compared to the total potential subscribers of all Founding Members. The specific timing, method, and interpretation of this sharing formula shall be determined by a 2/3 vote of the Founding Member Board representatives according to the weighted voting formula established in Section 9.1. If any of the Royalty Payments are needed to meet UTOPIA’s payment obligations set forth in (i) through (iii) of Section 8.5, said Royalty Payments shall be replenished from the Added Members’ share of the Excess Revenues before any distributions of Excess Revenues are made to Added Members pursuant to Section 8.9.

8.7. Benefits and Privileges.

(A) Pledging Founding Members. In addition to other benefits and privileges granted to the Founding Members under this Agreement, each Pledging Founding Member shall receive:

8.7.1. 100% of the Excess Revenues attributable to it pursuant to Section 8.9;

8.7.2. Its pro rata share of the Excess Revenues attributable to the Non-Pledging Founding Members as determined pursuant to Section 8.9; and

8.7.3. Its pro rata share of a premium equal to one-half of one percent of the Added Members’ pro rata share of the Excess Revenues (the “Premium”) using the formula set forth in Section 8.9. Because Pledging Founding Members take a risk never borne by the Added Members, when Added Members join, the Premium shall be deducted from the Excess Revenues of the Added Members. This Premium shall continue for so long as UTOPIA shall exist.

(B) Non Pledging Founding Members: Each Non-Pledging Founding Member shall only receive its share of the Royalty Payments as described in Section 8.6. It shall not be entitled to receive any Excess Revenues (unless and until it changes its status to an Added Member) or any of the Premium described in Section 8.7.3.

(C) Added Members: Each Added Member shall only receive its share of the Excess Revenues as described in Section 8.9. It shall not receive any Royalty Payments or Excess Revenues attributable to Non-Pledging Founding Members or the Premium described in Section 8.7.3.

8.8. Non-Pledging Founding Members' Alteration of Status. If a Non-Pledging Founding Member determines to change its status to an Added Member, then it may do so under the following circumstances:

8.8.1. The Board of Directors approves the addition of the Added Member pursuant to Section 4.4.

8.8.2. The Non-Pledging Founding Member complies with all of the criteria adopted by the Board of Directors for Added Members, and adopts a Pledge Agreement, unless waived by a majority vote of the Pledging Founding Members.

8.8.3. The governing body of the Non-Pledging Founding Member gives six (6) months written notice to the Board of Directors of the effective date of the transition to become an Added Member.

8.8.4. Appendices A and B are amended to delete the Non-Pledging Founding Member's name from Appendix A and to add the Non-Pledging Founding Member's name to Appendix B as an Added Member.

8.8.5. As of the effective date of the transition, the Non-Pledging Founding Member shall no longer receive the benefits of Section 8.6 but shall in all respects receive the benefits of being an Added Member.

8.9. Excess Revenue Sharing. By a two-thirds (2/3) vote of the Pledging Founding Members and Added 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 2/3 vote of the Pledging Founding Members and Added 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 Pledging Founding Members, there shall be no distribution of Excess Revenues to the Pledging Founding Members and Added Members, and all Excess Revenues shall be used to build out the Network within the Pledging Founding Members' boundaries as determined by vote of the Pledging Founding Members according to the weighted voting of the Pledging Founding Members set forth in Section 9.1.

8.9.1. For purposes of distributing Excess Revenues and to the extent practical, all Revenues received by UTOPIA 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.

8.9.2. 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.

8.10. Develop Standards for New Construction. UTOPIA shall recommend standards that the Members may adopt for construction of subdivisions, dwelling units, and commercial buildings that will facilitate the expansion of the Network.

8.11. Competitive Neutrality. UTOPIA shall develop recommendations regarding amendments to existing franchise and right-of-way ordinances to ensure that all service providers,

whether or not they use the Network to provide services, are treated in a competitively neutral manner as required by the Federal Telecommunications Act of 1996.

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 Pledging Founding Members and Added Members which adopt a Pledge Agreement to secure Bonds issued by UTOPIA, 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 Pledge Agreement, 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 UTOPIA may issue Bonds secured by Pledge Agreements of the Pledging Founding Members and Added Members only with approval of a majority vote of said Pledging Founding Members and Added Members using the weighted vote calculated pursuant to Section 9.1.

9.3. Consultation with Members. If the Network is built in phases within a Member's boundaries, the Member's Board representative shall be consulted with respect to the order in which areas or neighborhoods are built out, so long as said order makes financial sense from a cost of construction standpoint.

9.4. Internal Use of the Network. Each Member may use the Network within its boundaries, at no cost, to connect the facilities owned by the Member as long as its use of the Network meets the protocols required to insure that the Network will function properly. Costs to connect to the Network shall be borne by the Member. Any expansion of the Network solely for the

Member's internal use shall be done only with the Board's approval and at the expense of said Member.

ARTICLE 10

Responsibilities of Members

10.1. Development of Standards. Each Member shall cooperate in the development and implementation of subdivision, dwelling unit, and commercial building standards to facilitate the installation of the Network in new construction.

10.2. Franchise Approval Granted. Each Member hereby grants franchise approval to UTOPIA and to any service provider 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 UTOPIA and any future franchise and tax or fee amendments thereto. Notwithstanding the withdrawal of a Non-Pledging Founding Member as provided in Section 4.8, the franchise approval granted by this Section for any portion of the Network constructed within the boundaries of a withdrawing Non-Pledging Founding Member prior to the effective date of withdrawal shall remain in full force and effect for the duration of this Agreement.

10.3. Approval to Build Network. Each Member shall allow UTOPIA to build the Network in its jurisdiction, including the granting of any necessary excavation permits. However, UTOPIA 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. UTOPIA further agrees that it will not exercise its power of eminent domain against a Member's property without that Member's prior consent.

10.4. Use of Dedicated Facilities. When a Member adopts an ordinance requiring dedication of facilities (such as conduit or fiber) to the Member for purposes of facilitating the connection of a new development to the Network, this Agreement shall constitute an exclusive use agreement of the facilities by UTOPIA for the term of this Agreement. The Member shall notify

UTOPIA in writing of each new dedication. If UTOPIA is dissolved pursuant to Article 18, then this use agreement shall extinguish. The parties acknowledge and agree that the benefits provided to each party shall constitute sufficient and adequate consideration for this exclusive use agreement of the dedicated facilities.

ARTICLE 11

Board of Directors

11.1. Composition of Board. UTOPIA 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 be its chief executive officer or the chief executive officer's designee. 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 thirteen (13) 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 established in the bylaws of UTOPIA.

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. Meetings may be conducted by telephonic or other technological means of communication.

11.5. Minutes. The Executive Director shall cause to be kept minutes of all meetings of the Board and shall, as soon as possible after each meeting, cause a draft copy of the minutes to be forwarded to each member of the Board.

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 (2/3) 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 fax, or by e-mail to the designated representative of the respective Member, at the address, fax number, or e-mail address provided.

11.8. Duty to Inform. The Board, through the Executive Director, shall have an ongoing duty to inform the Members of UTOPIA 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 Executive Director shall promptly respond to all requests for information made by any Member.

ARTICLE 12

Powers and Duties of Board of Directors

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

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

12.2. Appointments. The Board of Directors shall appoint an Executive Director and the Executive Director shall appoint a Deputy Director and a Chief Financial Officer, subject to confirmation by the Board.

12.3. Budget. The Board of Directors shall cause to be prepared the operating budget of UTOPIA 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 Executive Director.

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

12.7. Supervision. The Board of Directors shall have the general supervisory and policy control over the day to day decisions and administrative activities of the Executive Director.

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 UTOPIA, 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. The Board of Directors shall have the authority to admit Added Members on such terms and conditions as it deems appropriate. Unless waived by a majority vote of the Pledging Founding 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 UTOPIA 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 UTOPIA'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 UTOPIA.

12.15. Records. The records of UTOPIA shall be governed by the "Government Records Access and Management Act," Section 63-2-101, 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 UTOPIA.

ARTICLE 13

Technical Advisory Committee

13.1. Committee Created. There is hereby created a technical advisory committee consisting of one Information Technology representative from each Member.

13.2. Officers. The Advisory Committee shall elect a Chair and Vice Chair according to the bylaws adopted by the Board of Directors.

13.3. Purpose. The purpose of the Advisory Committee is to make recommendations to the Board of Directors regarding the technical and technological aspects of constructing, installing, operating, maintaining, and upgrading the Network.

ARTICLE 14

Powers and Duties of Technical Advisory Committee

14.1. Meetings. The Advisory Committee shall meet as often as it deems necessary to conduct its business.

14.2. Gather Information; Recommendations. The Advisory Committee, on its own initiative or when requested by the Board or Executive Director, shall gather information, investigate the appropriate issues, and make recommendations to the Board.

14.3. Subcommittees. The Advisory Committee may create subcommittees as it deems necessary to fulfill its purposes.

ARTICLE 15

Officers, Agents, and Personnel

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

15.2. Deputy Director. The Deputy Director shall be appointed by the Executive Director and confirmed by the Board of Directors. The Deputy Director shall have authority to act in the absence of the Executive Director; be responsible for all minutes, notices, and records of UTOPIA; and perform such other duties as may be assigned by the Executive Director.

15.3. Chief Financial Officer. The Chief Financial Officer shall be appointed by the Executive Director and confirmed by the Board. The duties of the Chief Financial Officer are set forth in Articles 16 and 17.

15.4. Other Officers, Agents, and Personnel. The Executive Director 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.

15.5. Removals and Resignations; Filling of Vacancies; Etc. Provisions for removal and resignation, and provisions for filling vacancies, etc., shall be as established by the Executive Director unless otherwise established in the bylaws.

ARTICLE 16

Accounts and Records

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

16.2. Funds and Accounts. The Chief Financial Officer shall establish and maintain such funds and accounts as may be required by governmental accounting practices and the State's fiscal procedures act. Financial records of UTOPIA 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.

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

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

ARTICLE 17

Responsibility for Monies

17.1. Chief Financial Officer's Responsibilities. The Chief Financial Officer shall have custody of and shall disburse UTOPIA's funds. The Chief Financial Officer shall have the authority to delegate the signatory function of Chief Financial Officer to such persons as are authorized by the Board of Directors.

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

17.3. Financial Records. The Chief Financial Officer 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 18

Dissolution of UTOPIA

18.1. Outstanding Indebtedness. So long as there are any outstanding Bonds of UTOPIA, UTOPIA 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.

18.2. Dissolution of UTOPIA. If there are no outstanding Bonds, UTOPIA may be dissolved with two-thirds (2/3) vote of the Members.

18.3. 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 UTOPIA.

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

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

18.4.2. 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.

18.4.3. 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 19

Other Provisions

19.1. Confidentiality. The Board of Directors and Advisory Committee shall take such steps as they deem necessary to protect and keep confidential appropriate information received or kept by UTOPIA in accordance with law. The Members shall protect and keep confidential information kept or received by UTOPIA during the term of this Agreement and after the termination of their membership in UTOPIA pursuant to the bylaws or other policies adopted by the Board and consistent with law. Nothing in this section shall be construed to allow the Board, the Advisory Committee, the Officers or employees from withholding information from any UTOPIA Member, so long as the Member agrees to maintain the confidentiality of such information.

19.2. Status of Members' Employees. When members of the Board of Directors and the Advisory Committee are acting on behalf of UTOPIA, they shall be considered to be acting on behalf of their respective public agency employer within the meaning of the Immunity Act and Section 63-30a-1, et seq., Utah Code, and thus, shall be entitled to indemnification and representation so long as they meet the requirements of Section 63-30(d)-902, Utah Code.

19.3. 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 UTOPIA.

19.4. 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.

19.5. Complete Agreement. The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

19.6. Amendment. This Agreement may be amended at any time by the written approval of two-thirds (2/3) of all current Members signatory to it.

19.7. 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
FOUNDING MEMBERS

Pledging Founding Members
Brigham City
Centerville
Layton
Lindon
Midvale
Murray
Orem
Payson
Perry
Tremonton
West Valley City

Non-Pledging Founding Members
Cedar City
Cedar Hills
Riverton
Roy
Salt Lake City
Taylorsville

APPENDIX B

ADDED MEMBERS

MEMBER NAME	DATE JOINED
-------------	-------------

APPENDIX C

SIGNATORY PAGE FORM

Brigham City by resolution of its legislative body
adopted on June 17, 2004, approved the execution of the First Amended and
Restated Interlocal Cooperative Agreement of the Utah Telecommunication Open Infrastructure
Agency (UTOPIA), dated as of June 1, 2004, and consisting of pages 1 through 25, plus
Appendix A, Appendix B and Appendix C.


Name

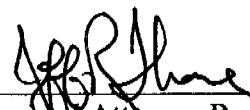
Mayor
Title

ATTEST:


Name


City Recorder
Title

Approved as to Proper Form and Compliance with Applicable Law:


Authorized Attorney Representing the Public Agency

Filing of Agreement:

Pursuant to Section 11-13-209, the keeper of records for the public agency hereby certifies that this
Agreement has been filed with him or her.


Keeper of Public Agency Records
Name: Mary Kate Christensen
Title: City Recorder

APPENDIX C

SIGNATORY PAGE FORM

Cedar City by resolution of its legislative body
adopted on June 23, 2004, approved the execution of the First Amended and
Restated Interlocal Cooperative Agreement of the Utah Telecommunication Open Infrastructure
Agency (UTOPIA), dated as of June 1, 2004, and consisting of pages 1 through 25, plus
Appendix A, Appendix B and Appendix C.

Gerald R. Stewart
Name
Mayor
Title

ATTEST:

Bonnie Moritz
Name
City Recorder
Title

Approved as to Proper Form and Compliance with Applicable Law:

Paul A. Bittman
Authorized Attorney Representing the Public Agency

Filing of Agreement:

Pursuant to Section 11-13-209, the keeper of records for the public agency hereby certifies that this Agreement has been filed with him or her.

Bonnie Moritz
Keeper of Public Agency Records
Name: Bonnie Moritz
Title: Cedar City Recorder

APPENDIX C

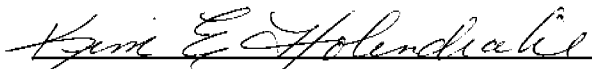
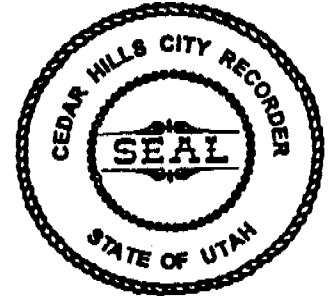
SIGNATORY PAGE FORM

The City of Cedar Hills by resolution of its legislative body adopted on June 15, 2004, approved the execution of the First Amended and Restated Interlocal Cooperative Agreement of the Utah Telecommunication Open Infrastructure Agency (UTOPIA), dated as of June 1, 2004, and consisting of pages 1 through 27, plus Appendix A, Appendix B and Appendix C.



Melissa Willie, Mayor Pro Tempore

ATTEST:


Kim E. Holindrake, City Recorder

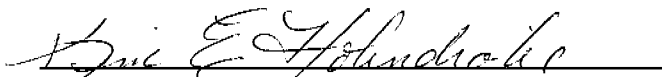
Approved as to Proper Form and Compliance with Applicable Law:



Brian Greene
Authorized Attorney Representing the Public Agency

Filing of Agreement:

Pursuant to Section 11-13-209, the keeper of records for the public agency hereby certifies that this Agreement has been filed with him or her.


Keeper of Public Agency Records
Kim E. Holindrake
City Recorder

APPENDIX C

SIGNATORY PAGE FORM

CENTERVILLE CITY by resolution of its legislative body adopted on June 15, 2004, approved the execution of the First Amended and Restated Interlocal Cooperative Agreement of the Utah Telecommunication Open Infrastructure Agency (UTOPIA), dated as of June 1, 2004, and consisting of pages 1 through 25, plus Appendix A, Appendix B and Appendix C.

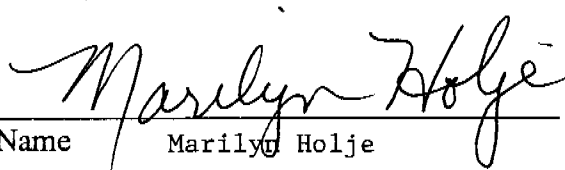
MICHAEL L. DEAMER


Name

Mayor

Title

ATTEST:


Name Marilyn Holje

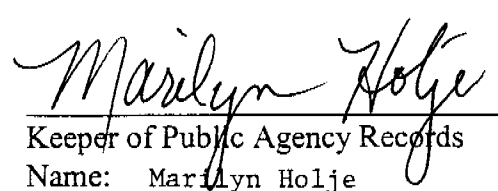
Title City Recorder

Approved as to Proper Form and Compliance with Applicable Law:


Authorized Attorney Representing the Public Agency

Filing of Agreement:

Pursuant to Section 11-13-209, the keeper of records for the public agency hereby certifies that this Agreement has been filed with him or her.


Keeper of Public Agency Records
Name: Marilyn Holje
Title: City Recorder

APPENDIX C

SIGNATORY PAGE FORM

Layton City by resolution of its legislative body adopted on June 17, 2004, approved the execution of the First Amended and Restated Interlocal Cooperative Agreement of the Utah Telecommunication Open Infrastructure Agency (UTOPIA), dated as of June 1, 2004, and consisting of pages 1 through 25, plus Appendix A, Appendix B and Appendix C.



Jerry Stevenson
JERRY STEVENSON, Mayor

ATTEST:

Thieda Wellman
THIEDA WELLMAN, City Recorder

Approved as to Proper Form and Compliance with Applicable Law:

Gary R. Crane
GARY R. CRANE, City Attorney

Filing of Agreement:

Pursuant to Section 11-13-209, the keeper of records for the public agency hereby certifies that this Agreement has been filed with him or her.

Thieda Wellman
THIEDA WELLMAN, City Recorder

APPENDIX C

SIGNATORY PAGE FORM

_____ LINDON CITY _____ by resolution of its legislative body adopted on JUNE 15, 2004, approved the execution of the First Amended and Restated Interlocal Cooperative Agreement of the Utah Telecommunication Open Infrastructure Agency (UTOPIA), dated as of June 1, 2004, and consisting of pages 1 through 25, plus Appendix A, Appendix B and Appendix C.

Name

Title

ATTEST:

Name

Title

Approved as to Proper Form and Compliance with Applicable Law:

Authorized Attorney Representing the Public Agency

Filing of Agreement:

Pursuant to Section 11-13-209, the keeper of records for the public agency hereby certifies that this Agreement has been filed with him or her.

Keeper of Public Agency Records
Name: OTT H DAMERON
Title: CITY RECORDER

APPENDIX C

SIGNATORY PAGE FORM

Midvale City by resolution of its legislative body
adopted on June 15, 2004, approved the execution of the First Amended and
Restated Interlocal Cooperative Agreement of the Utah Telecommunication Open Infrastructure
Agency (UTOPIA), dated as of June 1, 2004, and consisting of pages 1 through 25, plus
Appendix A, Appendix B and Appendix C.

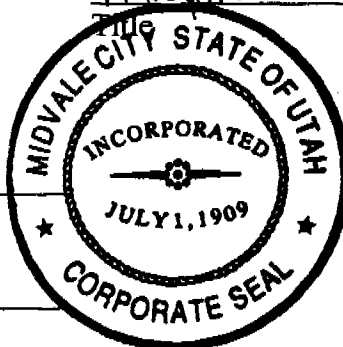
Jillan Beghini
Name

Mayor

ATTEST:

Rori L Clark
Name

CITY RECORDER
Title



Approved as to Proper Form and Compliance with Applicable Law:

[Signature]
Authorized Attorney Representing the Public Agency

Filing of Agreement:

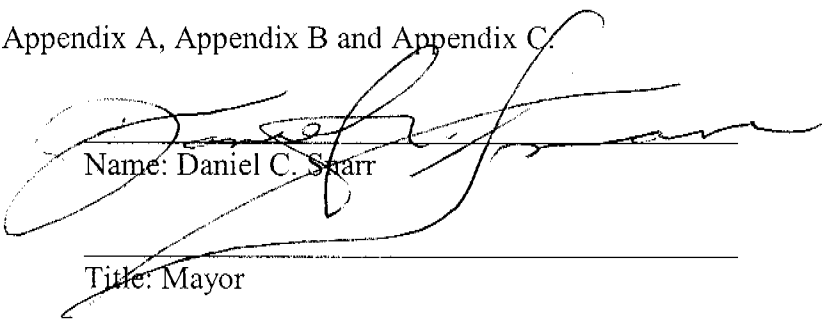
Pursuant to Section 11-13-209, the keeper of records for the public agency hereby certifies that this Agreement has been filed with him or her.

Rori L Clark
Keeper of Public Agency Records
Name: RORI L. CLARK
Title: CITY RECORDER

APPENDIX C

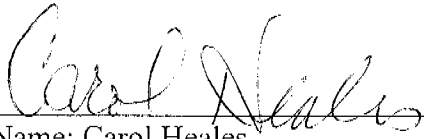
SIGNATORY PAGE FORM

Murray City Corporation, by resolution of its legislative body adopted on June 15, 2004, approved the execution of the First Amended and Restated Interlocal Cooperative Agreement of the Utah Telecommunication Open Infrastructure Agency (UTOPIA), dated as of June 1, 2004, and consisting of pages 1 through 25, plus Appendix A, Appendix B and Appendix C.


Name: Daniel C. Starr

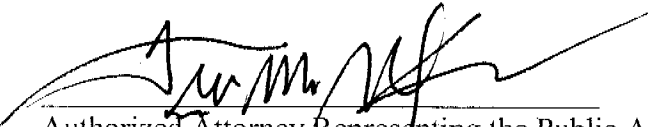
Title: Mayor

ATTEST:


Name: Carol Heales

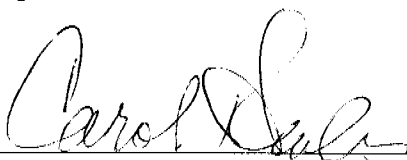
Title: City Recorder

Approved as to Proper Form and Compliance with Applicable Law:


Authorized Attorney Representing the Public Agency
Frank M. Nakamura, City Attorney

Filing of Agreement:

Pursuant to Section 11-13-209, the keeper of records for the public agency hereby certifies that this Agreement has been filed with him or her.


Keeper of Public Agency Records
Name: Carol Heales
Title: City Recorder

APPROVED AS TO THE AVAILABILITY OF FUNDS

Murray City Finance Division

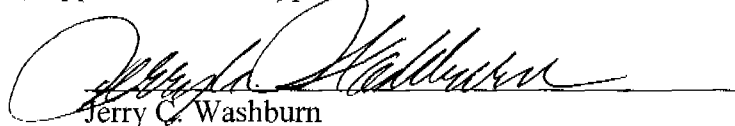


Budget Officer

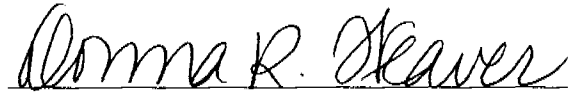
APPENDIX C

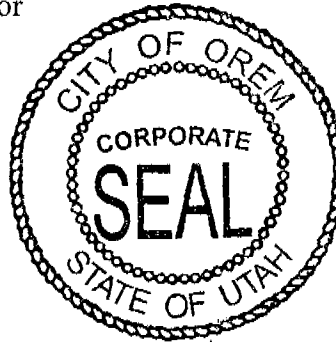
SIGNATORY PAGE FORM

The City of Orem by resolution of its legislative body adopted on June 15, 2004, approved the execution of the First Amended and Restated Interlocal Cooperative Agreement of the Utah Telecommunication Open Infrastructure Agency (UTOPIA), dated as of June 1, 2004, and consisting of pages 1 through 25, plus Appendix A, Appendix B and Appendix C.

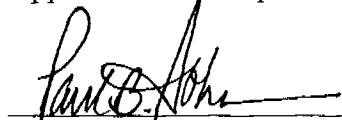

Jerry C. Washburn
Mayor

ATTEST:


Donna R. Weaver
City Recorder

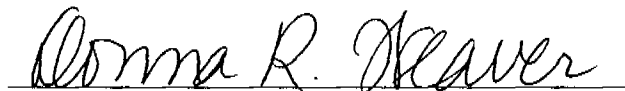


Approved as to Proper Form and Compliance with Applicable Law:


Authorized Attorney Representing the Public Agency

Filing of Agreement:

Pursuant to Section 11-13-209, the keeper of records for the public agency hereby certifies that this Agreement has been filed with him or her.


Keeper of Public Agency Records
Name: Donna R. Weaver
Title: City Recorder

APPENDIX C

SIGNATORY PAGE FORM

Payson City by resolution of its legislative body
adopted on 06-23-04, 2004, approved the execution of the First Amended and
Restated Interlocal Cooperative Agreement of the Utah Telecommunication Open Infrastructure
Agency (UTOPIA), dated as of June 1, 2004, and consisting of pages 1 through 25, plus
Appendix A, Appendix B and Appendix C.

Bennett C. Evans
Name

Mayer
Title

ATTEST:

Janeth Curtis
Name
Recorder
Title



Approved as to Proper Form and Compliance with Applicable Law:

Daniel C. Luskett
Authorized Attorney Representing the Public Agency

Filing of Agreement:

Pursuant to Section 11-13-209, the keeper of records for the public agency hereby certifies that this
Agreement has been filed with him or her.

Keeper of Public Agency Records
Name:
Title:

APPENDIX C

SIGNATORY PAGE FORM

The Perry City Council by resolution of its legislative body adopted on 24 June, 2004, approved the execution of the First Amended and Restated Interlocal Cooperative Agreement of the Utah Telecommunication Open Infrastructure Agency (UTOPIA), dated as of June 1, 2004, and consisting of pages 1 through 25, plus Appendix A, Appendix B and Appendix C.

Edward J. Skrobiszewski
Name

Mayor
Title

ATTEST:

Judith W. Bylsma
Name

City Recorder
Title

Approved as to Proper Form and Compliance with Applicable Law:

[Signature]
Authorized Attorney Representing the Public Agency

Filing of Agreement:

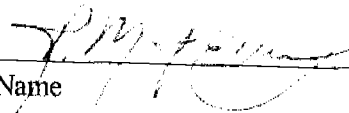
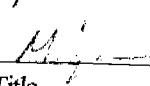
Pursuant to Section 11-13-209, the keeper of records for the public agency hereby certifies that this Agreement has been filed with him or her.

Keeper of Public Agency Records
Name: Judy M. Hartvigsen
Title: Records Clerk

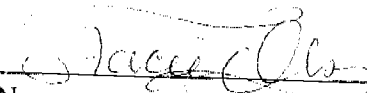
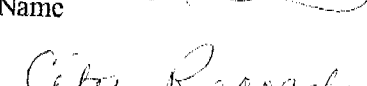
APPENDIX C

SIGNATORY PAGE FORM

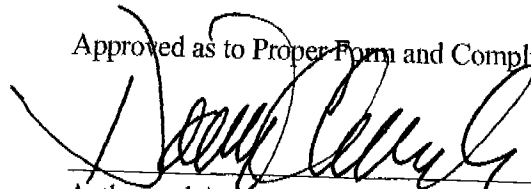
Riverton City by resolution of its legislative body adopted on June 15, 2004, approved the execution of the First Amended and Restated Interlocal Cooperative Agreement of the Utah Telecommunication Open Infrastructure Agency (UTOPIA), dated as of June 1, 2004, and consisting of pages 1 through 25, plus Appendix A, Appendix B and Appendix C.


Name

Title

ATTEST:



Name

Title

Approved as to Proper Form and Compliance with Applicable Law:


Authorized Attorney Representing the Public Agency

Filing of Agreement:

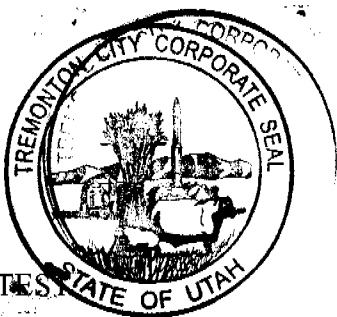
Pursuant to Section 11-13-209, the keeper of records for the public agency hereby certifies that this Agreement has been filed with him or her.


Keeper of Public Agency Records
Name: Stacie Olson
Title: City Recorder

APPENDIX C

SIGNATORY PAGE FORM

Tremonton City Corporation by resolution of its legislative body adopted on June 15, 2004, approved the execution of the First Amended and Restated Interlocal Cooperative Agreement of the Utah Telecommunication Open Infrastructure Agency (UTOPIA), dated as of June 1, 2004, and consisting of pages 1 through 25, plus Appendix A, Appendix B and Appendix C.



[Signature]
Name

Mayor

Title

[Signature]
Name

Recorder

Title

Approved as to Proper Form and Compliance with Applicable Law:

[Signature]
Authorized Attorney Representing the Public Agency

Filing of Agreement:

Pursuant to Section 11-13-209, the keeper of records for the public agency hereby certifies that this Agreement has been filed with him or her.

[Signature]
Keeper of Public Agency Records

Name: Darlene S. Hess

Title: Recorder

APPENDIX C

SIGNATORY PAGE FORM

on West Valley City by resolution of its legislative body adopted
on June 15, 2004, approved the execution of the First Amended and Restated Interlocal
Cooperative Agreement of the Utah Telecommunication Open Infrastructure Agency (UTOPIA), dated as
of June 1, 2004, and consisting of pages 1 through 25, plus Appendix A, Appendix B and Appendix C.

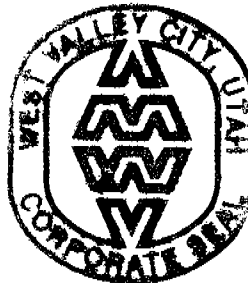
Dennis J. Norrfield
Name

Mayor
Title

ATTEST:

Ashley McKendrick
Name

City Recorder
Title



Approved as to Proper Form and Compliance with Applicable Law:

[Signature]

Authorized Attorney Representing the Public Agency

Filing of Agreement:

Pursuant to Section 11-13-209, the keeper of records for the public agency hereby certifies that this
Agreement has been filed with him or her.

Keeper of Public Agency Records

Name:

Title: