

1 the RFJ's, they jointly seek to fully and finally resolve the issues raised by the audit with a full and
2 complete compromise.

3 **WHEREAS**, each of the parties deems a settlement of the franchise-fee issues, on
4 the terms and conditions specified below, to be in its best interests.

5 **NOW THEREFORE**, for good and valuable consideration of the Recitals,
6 covenants, releases, and other terms set forth herein, and for good and valuable consideration, the
7 receipt and sufficiency of which are hereby acknowledged, the undersigned parties to this
8 Agreement hereby agree as follows:

9 **1. TERMS OF SETTLEMENT**

10 **1.1 Compensation:** Cox agrees to pay the RFJ's the sum of ONE MILLION TWO
11 HUNDRED-FIFTY THOUSAND DOLLARS (\$1,250,000) to be allocated by Cox to the individual
12 RFJ members, pursuant to a separate agreement among the RFJ's, as follows:

13 **1.1.1** FIVE HUNDRED TWENTY-ONE THOUSAND AND TWO HUNDRED-
14 FIFTY DOLLARS (\$521,250) is to be paid to Clark County.

15 **1.1.2** FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$425,000)
16 is to be paid to the City of Las Vegas.

17 **1.1.3** ONE HUNDRED SEVENTY-THREE THOUSAND AND SEVEN
18 HUNDRED-FIFTY DOLLARS (\$173,750) is to be paid to the City of Henderson.

19 **1.1.4** ONE HUNDRED SEVENTEEN THOUSAND AND FIVE HUNDRED
20 DOLLARS (\$117,500) is to be paid to the City of North Las Vegas.

21 **1.1.5** TWELVE THOUSAND AND FIVE HUNDRED DOLLARS (\$12,500) is
22 to be paid to the City of Boulder City.

23 **1.2 Payment Period:** Cox agrees to pay the respective RFJ's the compensation
24 designated for each pursuant to Sections 1.1.1 through 1.1.5 of this Agreement within thirty days
25 after formal approval of this Agreement by all the Parties.

26 **1.3 Local Government Channel Designations and Use:** Cox agrees, at no cost to the
27 RFJ's, to continue designating the government access channels currently in use by the RFJ's for
28 noncommercial governmental purposes as Channels 2 and 4 respectively through December 31,

1 2009. Unless otherwise provided in a separate agreement among the RFJ's, CLV will continue to
2 be responsible for all programming on Channel 2, and CC will continue to be responsible for all
3 programming on Channel 4; provided that with regard to the programming offered to residents
4 within its respective jurisdictions, BC may, at its own discretion, elect to override the programming
5 offered on Channel 2 and provide its own noncommercial governmental access programming on
6 Channel 2. NLV and COH may, at their own discretion and at their own expense, elect to override
7 the programming on government Channels 2 or 4 and provide their own noncommercial
8 governmental programming to residents within their respective jurisdictions provided they have
9 entered into any separate agreements with Cox necessary for this purpose.

10 **1.4 Monthly Shows:** Cox agrees to provide monthly thirty-minute television shows
11 to COH and NLV commencing in February 2008 and continuing through December 31, 2009.

12 **1.4.1** One show per month for each city will be produced at Cox's expense.

13 **1.4.2** Unless otherwise agreed to by the respective RJF member, the respective
14 shows will be aired by Cox in each respective city at least two times each month during prime time
15 (6:00 P.M. to 10:00 P.M.) and at least two times each month during daytime (8:00 A.M. to 6:00
16 P.M.) hours on Cox Channel 96.

17 **1.4.3** The shows will be done in interview format, with COH and NLV being
18 responsible for the set design, construction of the set, and the content of the shows.

19 **1.4.4** The location of the television production shall be determined by Cox.

20 **1.4.5** Cox shall make available senior production and public relations personnel to
21 provide reasonable consultation if requested.

22 **1.5 Public Service Announcements:** Cox agrees to provide a maximum of thirty cross-
23 channel, public service announcements monthly to the RFJ's through December 2009, as follows:

24 **1.5.1** Airtime required for the public service announcements will be provided by
25 Cox at no cost to the RFJ's.

26 **1.5.2** Each public service announcement shall be thirty seconds in length unless
27 otherwise agreed by the RFJ's and Cox.

28 **1.5.3** The public service announcements will be aired in all day-parts (8:00 A.M.

1 to 12:00 Midnight) on a minimum of five channels, and, if available, up to a maximum of twenty
2 channels, on which Cox is allowed to insert advertising.

3 **1.5.4** The RFJ's shall, at their own cost and as provided in a separate agreement
4 among themselves, be responsible for the production and content of the public service
5 announcements.

6 **1.5.5** Cox shall provide the RFJ's a monthly proof of performance listing the
7 airtimes of all public service announcements.

8 **1.5.6** Public service announcements shall not be commercial in nature.

9 **1.5.7** Cox shall have the right to include a message in each public service
10 announcement saying that it is providing the airtime for such announcement as a public service.

11 **1.5.8** Cox agrees to allocate the public service announcements spots and airtimes
12 among the RFJ's in accordance with written instructions agreed upon and provided to Cox on the
13 first of every month by a designee of the County and City Managers of the RFJ's. In the absence
14 of written instructions, Cox may use its best judgment to allocate the public service announcements
15 and airtimes among the RFJ's.

16 **1.6 Video and Data Service:** Cox agrees to continue providing, at no cost to the RFJ's
17 all free cable (video) service and information (cable modem or data) service that Cox is presently
18 providing at no cost to the RFJ's through December 31, 2010. For purposes of this Section, the
19 terms "cable service" and "information service" shall have the same meanings as those terms are
20 defined in 47 U.S.C. 522(6) and 47 U.S.C. 153(20), respectively.

21 **1.6.1** Cox agrees to notify each RFJ member in writing, on or before December 31,
22 2009, of each location to which Cox is providing free cable service and/or free information service
23 and to which Cox intends to terminate free service as of December 31, 2010. Each RFJ member
24 agrees to notify Cox, no later than September 30, 2010, of each location that will be affected by
25 Cox' termination of free service on December 31, 2010, and to which such RFJ member wishes to
26 continue service on a commercial basis. The continuation of service to each such location after
27 December 31, 2010, will be governed by such terms and conditions as are provided by a separate
28 agreement between the affected RFJ member and Cox. All information provided by Cox to the

1 RFJ's pursuant to this section shall be considered proprietary and kept confidential by each RFJ,
2 unless otherwise required to be disclosed pursuant to Nevada's Public Records Act.

3 **1.6.2** Cox and the RFJ's agree that any new cable and information services
4 provided to RFJ's by Cox following the formal approval of this Agreement shall be subject to
5 separate agreements negotiated between Cox and the respective RFJ members.

6 **2. RELEASE OF LIABILITY**

7 **2.1 RFJ's release of claim against Cox:** In consideration of and subject to the terms
8 of this Agreement, the RFJ's agree that all claims, demands, rights, and causes of action that RFJ's
9 have or may have against Cox related directly or indirectly to any fees owed by Cox to the RFJ's
10 for the period from October 1, 2001, through December 31, 2007, including any claims based on the
11 revenue reported by Cox on its quarterly franchise-fee reports for such period, are satisfied,
12 discharged and settled.

13 **2.2 Cox's release of claim against the RFJ's:** In consideration of and subject to the
14 terms of this Agreement, Cox agrees that all claims, demands, rights and causes of action that it has
15 or may have against the RFJ's, collectively or individually, related directly or indirectly to any fees
16 owed by Cox to the RFJ's for the period from October 1, 2001, through December 31, 2007,
17 including any claims based on the revenue reported by Cox on its quarterly franchise-fee reports for
18 such period are satisfied, discharged and settled.

19 **3. MISCELLANEOUS PROVISIONS**

20 **3.1 Binding Acceptance:** This Agreement shall bind and benefit the Parties hereto and
21 their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and
22 assigns, and the promises and obligations herein shall survive the expiration date hereof. Any
23 purported assignment of this Agreement is void without the express written consent of the
24 signatories.

25 **3.2 Voluntary Agreement:** This Agreement is freely and voluntarily given by each
26 Party, without any duress or coercion, and after each Party has consulted with its counsel. Each
27 Party has carefully and completely read all of the terms and provisions of this Agreement.

28 **3.3 Right to Make An Agreement:** The Parties represent, warrant and covenant that

1 they have the entire right to enter into and make this Agreement and all Agreements referenced
2 herein. The signatories to this Agreement hereby represent, warrant and covenant that they have the
3 authority to execute this Agreement and bind the respective Parties.

4 **3.4 Severability:** If any term, condition, or provision of this Agreement shall, to any
5 extent be held to be invalid, preempted, or unenforceable, the remainder hereof shall be valid in all
6 other respects and continue to be effective. In the event of a change in applicable law so that the
7 provision which had been held invalid is no longer invalid, said provisions shall thereupon return
8 to full force and effect without further action by the Parties and shall thereafter be binding on the
9 Parties. If and when any material provision of this Agreement is found to be invalid, preempted,
10 or unenforceable, the Parties shall enter into good-faith negotiations with the intent of reaching an
11 agreement that would place the parties substantially in the same position as if this Agreement were
12 fully enforceable.

13 **3.5 Applicable Law:** This Agreement shall be construed and interpreted according to
14 the laws of the State of Nevada.

15 **3.6 Written Notification:** No modification or waiver of this Agreement shall be
16 effective unless it appears in a writing signed by all Parties to this Agreement.

17 **3.7 Whole Agreement:** The language of all parts in this Agreement, including the
18 recitals shall be construed as a whole, according to fair meaning, and not strictly for or against any
19 Party.

20 **3.8 Time of the Essence:** In determining whether a Party has substantially complied
21 with this Agreement, the Parties agree that time is of the essence.

22 **3.9 Captions and References:** The captions and heading of sections throughout this
23 Agreement are intended solely to facilitate reading and reference to the sections and provisions of
24 this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

25 **3.10 Counterparts:** This Agreement may be executed in several counterparts, each of
26 which when so executed shall be deemed to be an original copy, and all of which together shall
27 constitute one agreement binding on all Parties hereto, notwithstanding that all parties shall not have
28 signed the same counterpart. Furthermore, signatures delivered via facsimile transmission shall

1 have the same force effect as the originals thereof, except that any Party has the right to insist on
2 receipt of the other Party before complying with its own obligations under this Agreement.

3 **3.11 Entire Agreement:** This Agreement contains the entire agreement of the Parties
4 with regard to the matters herein set forth, and fully supersedes any and all prior agreements and
5 understandings between the Parties hereto pertaining to the subject matter hereof.

6 **The remainder of this page intentionally left blank**

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1 THE PARTIES HAVE EXECUTED THIS DOCUMENT AS OF THE DATE FIRST
2 MENTIONED ABOVE.

3 THE CITY OF LAS VEGAS

4 By: [Signature]
5 Oscar B. Goodman, Mayor

6 Approved as to Form:
7 [Signature]
8 Bradford R. Jerbic, City Attorney

9 Attest:
10 [Signature]
11 Beverly K. Bridges, CMC, City Clerk

12 THE CITY OF HENDERSON
13 By: [Signature]
14 James B. Gibson, Mayor

15 Approved as to Form:
16 [Signature]
17 Shauna M. Hughes, City Attorney

18 Attest:
19 [Signature]
20 Monica M. Simmons, City Clerk

21 THE CITY OF BOULDER CITY
22 By: [Signature]
23 Roger Tobler, Mayor

24 Approved as to Form:
25 [Signature]
26 Dave Olsen, City Attorney

27 Attest:
28 [Signature]
Pamella A. Malmstrom, City Clerk

CLARK COUNTY

By: [Signature]
Rory Reid, Chair, County Commission

Approved as to Form:
[Signature]
David Roger, District Attorney

Attest:
[Signature]
Shirley B. Parraguirre, Clark County Clerk

THE CITY OF NORTH LAS VEGAS
By: [Signature]
Michael L. Montandon, Mayor

Approved as to Form:
[Signature]
Carie Torrence, City Attorney

Attest:
[Signature]
Karen L. Storms, City Clerk

COX COMMUNICATIONS LAS VEGAS, INC.
By: [Signature]
Leo Brennan, Vice President and Region Manager

Approved as to Form:
[Signature]

Attest:
[Signature]
Cheryl S. Leice

COUNCIL ACTION
JAN 8 2008

