

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the “**Agreement**”) is entered into this ____ day of _____, 20____, by and between **COX COMMUNICATIONS LAS VEGAS, INC.** d.b.a. Cox Communications (hereinafter “**COX**”) and the **CITY OF LAS VEGAS** (hereinafter the “**CITY**”), a municipal corporation within the State of Nevada. **COX** and **CITY** are referred to herein as a “**Party**” or collectively as the “**Parties.**”

RECITALS

WHEREAS, COX is a video service provider that, among other things, provides video service and telecommunication service to subscribers located within the jurisdiction of the City of Las Vegas.

WHEREAS, as part of its business of providing video service, and subject to NRS 711.670, COX pays to the CITY on a quarterly basis franchise fees equal to five percent (5%) of the gross revenue that COX receives from its subscribers of video services located within the jurisdiction of the City of Las Vegas.

WHEREAS, as part of its business of providing video service, COX is also authorized by NRS 711.630 to provide telecommunication service, and subject to NRS 711.645, LVMC 6.20.070 and LVMC 6.67, COX pays to the CITY on a quarterly basis license fees equal to five percent (5%) of the gross revenue that COX receives from the provision of telecommunications service within the jurisdiction of the City of Las Vegas.

WHEREAS, COX has paid franchise fees for video service, along with license fees for telecommunication service, to the CITY for the years 2018 through 2021.

WHEREAS, the CITY conducted audits and provided COX copies of each of the final audit reports for the following time periods:

- Audit Report 1/1/2018 – 12/31/2021

WHEREAS, certain controversies arose between the Parties pertaining to these specific audit reports (the “**Dispute**”).

WHEREAS, the Parties have agreed to settle the above-referenced Dispute between them, which the Parties desire to memorialize as set forth hereafter.

NOW THEREFORE, in consideration of the mutual agreements made herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Payment, Additional Settlement Terms, and Release.

- a. Payment. In full consideration of the execution of this Agreement by the Parties, and the Parties' agreement to be bound by all of its terms, COX agrees to pay the CITY the total sum of **One Million Dollars (\$1,000,000.00)** which the CITY acknowledges has been delivered to the CITY's Franchise Officer at 495 South Main Street, 7th Floor, Las Vegas, Nevada 89101.
- b. Additional Settlement Terms. In addition to the cash payment stated in Section 1(a) above, COX understands and agrees that:
 - (i) The scope of the audit Dispute being settled in this Agreement only applies to those time periods from January 1, 2018, through December 31, 2021. The CITY continues to reserve its rights pursuant to all applicable laws and ordinances to perform audits of COX for those time periods on or after January 1, 2022.
 - (ii) COX shall protect, defend, indemnify and hold harmless the CITY, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of COX paying the CITY franchise fees or other remuneration that otherwise should have been paid to its subscribers during the time periods identified in Part 1(b)(i) above. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law. It is expressly agreed that COX shall defend the City at COX's sole expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that COX fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to COX. COX's obligations under this paragraph shall survive any termination of this Agreement.
- c. Release. Expressly conditioned upon the full compliance and satisfaction of the settlement terms of Paragraph 1(a) and (b) herein above, COX, CITY, and their respective/applicable past and present companies, elected officials, officers, directors, partners, shareholders, members, managers, employees, heirs, executors, administrators, estates, trusts, trustees, agents, assigns, successors, representatives,

attorneys, firms and affiliates, do hereby fully release, acquit and forever discharge each other, and each other's respective/applicable past and present companies, elected officials, officers, directors, partners, shareholders, members, managers, employees, heirs, executors, administrators, estates, trusts, trustees, agents, assigns, successors, representatives, attorneys, firms and affiliates of and from any and all suits, claims, counterclaims, causes of action, demands, actions, debts, liabilities, sanctions, court appeals, rights, contracts, promises, obligations, duties, damages, sums of money, costs, expenses or losses, of every kind and nature whatsoever, whether at this time known or suspected, or unknown or unsuspected, anticipated or unanticipated, direct or indirect, fixed or contingent, or which may presently exist or which may hereafter arise or become known, in law or in equity, in the nature of an administrative proceeding or otherwise, for or by reason of any event, transaction, matter or cause whatsoever which COX, CITY, and their respective past and present companies, elected officials, officers, directors, partners, shareholders, members, managers, employees, heirs, executors, administrators, estates, trusts, trustees, agents, assigns, successors, representatives, attorneys, firms and affiliates may now have, have ever had or may hereafter acquire by reason of any loss or damages arising under, occurring by reason of, or in any way relating to the Dispute.

2. Effect of Other Facts. The Parties acknowledge that they may later discover material facts in addition to, or different from, those which they now know or believe to be true with respect to the released claims, disputes and related issues. They further acknowledge that there may be future events, circumstances, or occurrences materially different from those they know or believe likely to occur. Expressly conditioned upon the full compliance and satisfaction of the settlement terms of Paragraph 1(a) and (b) herein above, it is the intention of the Parties to fully, finally and forever settle all claims relating to the facts and allegations contained in the complaints forming the basis of the Dispute. The releases provided in this Agreement shall remain in full effect, notwithstanding the discovery or existence of any such additional or different facts or occurrence of any such future events, circumstances or conditions. This Agreement is not subject to reformation or modification except in writing by the Parties hereto. The Parties, and each of them, understand, acknowledge, and agree that they have been fully advised and represented by legal counsel of their selection in the negotiation and execution of this Agreement; that they are fully familiar with all of the facts and circumstances surrounding the matters released herein; that in executing and delivering this Agreement, they are relying solely on their own independent judgment and advice of their own legal counsel; and that they have not been influenced in any way by any representation, statement, action, or inaction by any of the Parties, or by any officer, director, manager, member, elected official, employee, agent, representative, or attorney of any of the Parties, in the execution or delivery of this Agreement.

3. Covenant Against Future Actions. Expressly conditioned upon the full compliance and satisfaction of the settlement terms of Paragraph 1(a) and (b) herein above, the Parties hereby covenant and agree never to commence or prosecute any action or proceeding against the other based upon any of the claims that have been released pursuant to the terms of this Agreement. Nothing contained herein shall prevent the Parties from taking any legal action to enforce the terms of this Agreement or the Franchise Agreement.
4. No Admission. It is understood and agreed that this settlement and release is the compromise of doubtful and disputed claims, that the related actions performed are not to be construed as an admission of liability on the part of any party or parties hereby released, and that the Parties intend merely to avoid the cost of litigation.
5. Representations and Warranties. Unless otherwise noted, the Parties, and each of them, represent and warrant that:
 - a. COX represents and warrants that the Recitals set forth above are not mere recitals, but are incorporated reference hereto and the facts contained therein are true and correct. CITY represents and warrants that the Recitals set forth above are not mere recitals, but are incorporated reference hereto and the facts contained therein are true and correct.
 - b. They are fully familiar with all of the material facts and circumstances surrounding the released claims.
 - c. In executing this Agreement, they are relying solely upon their own independent judgment and the advice of their own attorneys.
 - d. They have not been influenced in any way whatsoever by any representation, statement or action by any of the Parties released under this Agreement, or their officers, members, managers, directors, stockholders, agents, representative or attorneys.
 - e. The Parties, and each of them, expressly represent that: (1) each has the authority to enter into this Agreement and (2) that the representative executing this Agreement has the authority to execute this Agreement on behalf of the respective Party and the Party shall be so bound. In addition to the foregoing, the Parties recognize that approval and adoption of this Agreement by the Las Vegas City Council is a necessary condition precedent for the approval of this Agreement.
 - f. They have not assigned or transferred to any person or entity any claim released under this Agreement or any part or portion of any claim released under this Agreement, and all of the claims, defenses, rights and obligations, which are the subject of this Agreement are in fact owned by the represented Party.

6. Miscellaneous.

- a. This Agreement shall inure to the benefit of, and be binding upon, the undersigned and their respective affiliates, predecessors, successors and assigns. Except as specifically provided in this Agreement, this Agreement is not intended to, and shall not, create any right in any person or entity not a named Party to this Agreement.
- b. All parties have consulted with counsel, or have had ample opportunity to do so, and after being fully informed as to the content and effect of this Agreement enter into this Agreement voluntarily. This Agreement shall be deemed to have been drafted mutually between the Parties and their counsel.
- c. This Agreement is entered into under the laws of the State of Nevada and the rights and obligations of these parties will be governed and determined according to the laws of the State of Nevada. Any action or proceedings against any of the Parties hereto relating in any way to this Agreement or the subject matter hereof shall be brought and enforced exclusively in the competent state courts of Nevada, County of Clark, and the Parties hereto consent to the exclusive jurisdiction of such state courts in respect of such action or proceeding.

To the fullest extent permitted by law, the Parties waive any right they may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. The Parties further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

- d. In the event of a breach of any provision of this Agreement, the Parties, in addition to and not in lieu of the remedies expressly provided in this Agreement, shall be entitled to exercise such remedies that exist at law or equity to enforce this Agreement.
- e. It is further agreed by all parties that this Agreement may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.
- f. The Parties intend this Agreement as the final expression of their agreement regarding the Dispute, and as a complete and exclusive statement of the terms and provisions thereof. The Recitals are specifically included and incorporated into the terms of this Agreement. Nothing other than this Agreement shall be relevant or admissible to supplement or vary any of the terms and provisions set forth herein. All prior discussions, agreements, and negotiations are hereby superseded by, merged, and incorporated into this Agreement.

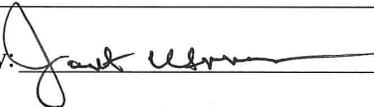
- g. No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the Party waiving the breach. No modification, alteration, or revision of any kind or nature to this Agreement shall be binding unless in writing and executed by all Parties hereto.
- h. The headings and captions appearing in this Agreement are descriptive only and are provided for convenience and reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.
- i. This Agreement shall become effective upon execution by both Parties and upon satisfaction of the conditions contained in Paragraph 1(a), and, at that point, be final and binding between and among the Parties. Each Party relies on the finality of this Agreement as a material factor inducing that Party's execution of this Agreement. Each Party hereto agrees that such Party will not take any action that interferes with the performance of this Agreement or adversely affects any of the rights provided herein.
- j. In the event that any provision contained in this Agreement is held or determined to be unenforceable, for any reason, all remaining provisions shall survive and remain in full force and effect as if such unenforceable provisions had never been contained herein. This Agreement contains the entire agreements and understandings between the Parties and may be modified only by a written document executed by the Parties.
- k. The Parties acknowledge, accept, and agree that each has been represented by separate counsel, to participate in the negotiation, drafting, and review of this Agreement. Accordingly, the rules of construction of contracts relating to the resolution of ambiguities against the drafting party are hereby waived and shall be inapplicable to this Agreement.
- l. The Parties hereby agree to bear their own costs and attorney's fees incurred as a result of and concerning the subject matter and things expressed herein.
- m. The CITY is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement is deemed to be a public record.
- n. Time is of the essence of this Agreement; however, if the final date of any period which is set out in any provision of this Agreement falls on a Friday, Saturday, Sunday or legal holiday under the laws of the United States or the State of Nevada, then, in such event, the final date of such period shall be extended to the next day which is not a Friday, Saturday, Sunday or legal holiday. All reference to a "day"

THEREFORE, the Parties have read this Settlement Agreement and Mutual Release and have reviewed its contents with each of their respective counsel and understand all of its terms and execute it voluntarily and with the full knowledge of its significance and with the intent to be bound hereby. The Parties have executed this Settlement Agreement and Mutual Release to acknowledge and consent to all the terms hereof on the date and year first above written.

CITY OF LAS VEGAS

COX COMMUNICATIONS LAS VEGAS,
INC. d.b.a. Cox Communications

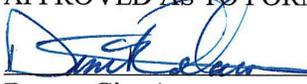
By: _____
_____, Mayor

By: 
Its: Mayor VP

ATTEST:

Dr. LuAnn D. Holmes, MMC
City Clerk

Council Action
_____, 20____
Item No. _____

APPROVED AS TO FORM: 
Dimitri P. Dalacas
Chief Deputy City Attorney
11/18/24
Deputy City Attorney Date