

## **Uniform Video Service License Agreement**

This Uniform Video Service License Agreement ("Uniform License Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Cochise, a political subdivision of the State of Arizona ("Licensor") and Cox Communications Arizona, LLC, a Delaware Limited Liability Company ("Licensee").

**WHEREAS**, Licensee has filed a completed application and affidavit under Title 11, Chapter 14, Arizona Revised Statutes (hereinafter the "Licensing Statute"), for Licensor to issue a Uniform Video Service License to Licensee; and

**WHEREAS**, under the Licensing Statute, Licensor hereby issues to Licensee, and Licensee hereby accepts from Licensor, a nonexclusive Uniform Video Service License:

1. Terms that are not defined herein have the same meaning prescribed in the Licensing Statute.
2. The following appear on Exhibit A attached and incorporated herein by reference:
  - 2.1 The name of Licensee, the type of entity and its jurisdiction of formation.
  - 2.2 The address and telephone number of Licensee's principal place of business.
  - 2.3 The name and address of Licensee's principal executive officers or general partners and of any persons authorized to represent Licensee before Licensor.
3. The Service Area in which this Uniform License Agreement authorizes Licensee to provide Video Service consists of the Boundaries of Licensor, as identified on Exhibit B attached and incorporated herein by reference.

- 4.** Licensee is required to pay the License Fees required under the Licensing Statute, and all other lawful fees and charges imposed by Licensor.
- 5.** Licensee is required to file in a timely manner with the Federal Communications Commission all forms required by that agency before Licensee offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations § 76.1801.
- 6.** Licensee shall comply with and be subject to all valid and enforceable federal, state and local laws.
- 7.** Licensee shall comply with all generally applicable, non-discriminatory local laws, including highway use, mapping, insurance, performance bonds, security fund, indemnification or similar requirements that apply to the use and occupation of any highway and that conform to the Licensing Statute.
- 8.** Licensee shall comply with the public, education and government programming requirements of the Licensing Statute.
- 9.** Licensee shall comply with all customer service rules of the Federal Communications Commission under 47 Code of Federal Regulations § 76.309(c) applicable to Cable Operators.
- 10.** Licensee shall comply with the consumer privacy requirements of 47 United States Code § 551 applicable to Cable Operators.
- 11.** Licensor hereby grants Licensee the authority to provide Video Service in the Service Area that is described in Exhibit B of this Uniform License Agreement.
- 12.** Licensor grants Licensee authority to use and occupy the highways in the delivery of video service, subject to all applicable law and regulations including the laws of this State and the police powers of the County.
- 13.** The term of this Uniform License Agreement is 10 years and shall begin on the date hereof.
- 14.** Licensor and Licensee agree that they are subject to and must comply with the Licensing Statute.

15. Licensee acknowledges that this Uniform License Agreement is subject to Arizona Revised Statutes § 38-511, incorporated herein by reference.


Issued this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**LICENSOR:**

By: \_\_\_\_\_

**LICENSEE:**

Cox Communications Arizona, LLC., a  
Delaware company

By:   
Its: Executive Vice President & Region  
Manager, John Wolfe  
Date: 5/4/2020

# **EXHIBIT A**

[COMPLETED APPLICATION AND AFFIDAVIT FOR UNIFORM VIDEO SERVICE LICENSE]

**Application and Affidavit for Uniform Video Service License**  
**(Pursuant to Title 11, Chapter 14, Arizona Revised Statutes)**

**COCHISE COUNTY**

**I. Applicant:**

Applicant's Name: Cox Communications Arizona, LLC

Principal Place of Business Address: 6205-B Peachtree Dunwoody Rd. Atlanta, GA 30328

Address: 1550 W Deer Valley Rd City/State: Phoenix/AZ Zip: 85027

Type of Entity: LLC Jurisdiction of Formation: Delaware

Phone: 623-594-1000 E-mail: swrcableadministrator@cox.com

**II. Applicant's Principal Executive Officers or General Partners:**

Name: Patrick Esser

Title: President

Address: 6205-B Peachtree Dunwoody Rd. Atlanta, GA 30328

Name: Jennifer Hightower

Title: Vice President

Address: 6205-B Peachtree Dunwoody Rd. Atlanta, GA 30328

Name: Perly McBride

Title: Vice President

Address: 6205-B Peachtree Dunwoody Rd. Atlanta, GA 30328

Name: John Wolfe

Title: Executive Vice President & Region Manager

Address: 1550 W Deer Valley Rd. Phoenix, AZ 85027

**III. Person(s) Authorized to represent Applicant before County:**

Name: John Wolfe Title: Executive Vice President & Region Manager

Address: 1550 W Deer Valley Rd. Phoenix, AZ 85027

Name: Susan Anable Title: Vice President, Government & Public Affairs

Address: 1550 W Deer Valley Rd. Phoenix, AZ 85027

**IV. Check one pursuant to Arizona Revised Statutes § 11-1911(c)(4):**

Applicant is an Incumbent Cable Operator, as provided in Arizona Revised Statutes § 11-1901(13); or

Applicant is not an Incumbent Cable Operator. The date on which Applicant expects to provide Video Services in the Service Area identified below is: \_\_\_\_\_

**V. For All Applications:**

- A. In accordance with A.R.S. § 11-1911 (7), Applicant will timely file with the Federal Communications Commission all forms required by that agency before Applicant offers Video Services in the Services Area, including the forms required by 47 Code of Federal Regulations § 76.1801.
- B. The Term of the uniform video service license shall be 10 Years (10 or less).
- C. Applicant agrees to pay all lawful fees and charges imposed by the County.
- D. Applicant agrees to notify the County in writing of any changes to the information in items I-IV, above, within thirty (30) days after the change occurs, as provided in A.R.S. § 11-1914(B)(2).
- E. Provide an exact description of the Service Area, as identified by a geographic information system digital boundary that meets or exceeds national map accuracy standards. (Attach the description to this application, as Exhibit A.)

If the applicant is an incumbent cable operator, specify whether the Applicant elects under A.R.S. § 11-1914(C) to apply for a uniform video service license for service area that consists of the boundaries of the County: Yes .

**Applicant Verification**

I, John Wolfe, of lawful age, and being first duly sworn, now state: As a principal executive officer or general partner of the Applicant, I am authorized to and do hereby make the above statements and commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Signature: *John Wolfe* Date: 5/4/2020

Print name and Title: John Wolfe Executive Vice President & Region Manager

**County Receipt**

The foregoing Application and Affidavit for Uniform Video Service License was received by the County this 14th day of May, 2020.

**Cochise County, Arizona**

By: *Kim Lemons*

Print Name and Title: Kim Lemons, Clerk of the Board

Address: 1415 Melody Lane, Bldg G, Bisbee AZ 85603

Phone: 520-432-9200

E-mail: *klemons@cochise.az.gov*

If the County determines that the application and affidavit are incomplete, or otherwise deficient for failure to comply with Chapter 14 of Title 11 of the Arizona Revised Statutes, the County shall provide written notice to the Applicant, no later than fifteen (15) days after the date of filing of the application and affidavit.

Not later than 45 days after the date an Applicant files a completed application and affidavit, pursuant to A.R.S. § 11-1914, the County shall issue a uniform video service license to the Applicant in the form prescribed by A.R.S. § 11-1911. If the County does not notify the Applicant about the completeness of the video service license agreement within the time prescribed by statute or issue the agreement within the time period required under this subsection, the agreement shall be considered complete and issued to the Applicant in the form submitted.

# Exhibit B: Cochise County Service Area

