

1 [Establishing cable television customer service requirements.]

2

3 **Ordinance establishing customer service requirements for cable television and open**  
4 **video system operators.**

5 Note: Additions are *single-underline italics Times New Roman*;  
6 deletions are *strikethrough italics Times New Roman*.  
7 Board amendment additions are double underlined.  
8 Board amendment deletions are ~~strikethrough normal~~.

8 Be it ordained by the People of the City and County of San Francisco:

9 Section 1. The San Francisco Administrative Code is hereby amended by amending  
10 Sections 11.1, 11.37, 11.38, 11.46, 11.51, and 11.62 to read as follows:

11 SEC. 11.1. DEFINITIONS.

12 For purposes of Articles I through VIII of this Chapter, and of any Franchise  
13 granted pursuant to this Chapter, the following terms, phrases, words, abbreviations, their  
14 derivations, and other similar terms, when capitalized, shall have the meanings given herein.  
15 When not inconsistent with the context, words used in the present tense include the future  
16 tense; words in the plural number include the singular number; and words in the singular  
17 number include the plural number. The words “shall” and “will” are mandatory. “May” is  
18 permissive. However, as applied to official action, the words “shall” and “will” shall be  
19 directory in effect. Unless otherwise expressly stated, words not defined herein shall be given  
20 their common and ordinary meaning. References to governmental entities (whether persons  
21 or entities) refer to those entities or their successors in authority. Unless otherwise expressly  
22 stated, if specific provisions of law referred to herein are renumbered or amended, then the  
23 reference shall be read to refer to the renumbered or amended provision.

24

25

1 (a) "Affiliate," when used in relation to any Person means another Person  
2 who owns or Controls is owned or Controlled by, or is under common ownership or Control  
3 with, such Person.

4 (b) "Applicable law" means all applicable federal, state, and City laws,  
5 ordinances, codes, rules, regulations and orders, as the same may be amended or adopted  
6 from time to time.

7 (c) "Applicant" means any Person submitting a Proposal pursuant to this  
8 Chapter.

9 (d) "Board" means the City's Board of Supervisors.

10 (e) "Bona Fide Institutional Lender" means any one or more of the following:  
11 (1) a savings bank, a savings and loan association, a commercial bank or trust company, an  
12 insurance company, a real estate investment trust, or any other Person which at the time a  
13 pledge in trust or mortgage is recorded in favor of such Person or Persons, has assets of at  
14 least \$500 million in the aggregate (or the equivalent in foreign currency, and is regularly  
15 engaged in the financial services business; or (2) any special account, managed fund,  
16 department, agency or Affiliate of any of the foregoing. For purposes hereof: (1) acting in a  
17 "fiduciary capacity" shall be deemed to include acting as a trustee, agent, or in a similar  
18 capacity under a mortgage, loan agreement, indenture or other loan document; and (2) a  
19 lender, even if not a Bona Fide Institutional Lender, shall be deemed to be a Bona Fide  
20 Institutional Lender if, no more than thirty (30) City business days after such loan is  
21 consummated, the notes or other evidence of indebtedness or the collateral securing the  
22 same are assigned to a Person then qualifying as a Bona Fide Institutional Lender.

23 (f) "Cable Service" means the one way transmission to Subscribers of video  
24 programming or other programming service and subscriber interaction, if any, required to  
25 select or use such video programming or other programming service.

1 (g) "Cable System" means a Facility that consists of a set of closed  
2 transmission paths and associated signal generation, reception, and control equipment  
3 designed to provide Cable Service to multiple Subscribers. Except where expressly stated  
4 otherwise, Cable System includes an Open Video System. Cable System does not include  
5 (1) a Facility that serves only to retransmit the television signals of one or more television  
6 broadcast stations, (2) a Facility of a common carrier which is subject, in whole or in part, to  
7 the provisions of Title II of the Communications Act of 1934 (47 U.S.C. Sections 201—276)  
8 except that such Facility shall be considered a Cable System to the extent such Facility is  
9 used to provide Cable Services; and (3) any Facilities of a gas or electric utility necessary or  
10 proper and used solely for: (i) the transmission, distribution, or supply of gas or electricity; or  
11 (ii) the transmission or collection of gas and electric usage and pricing information incidental  
12 thereto; or (iii) to provide services required by the City.

13 (h) "Cable System Franchise" means a Franchise authorizing construction,  
14 installation, or operation of a Cable System or the provision of Cable Service over a Cable  
15 System. "Cable System Franchise" includes an OVS Franchise, unless expressly excluded  
16 hereunder.

17 (i) "CPUC" means the California Public Utilities Commission.

18 (j) "City" means the City and County of San Francisco, a municipal  
19 corporation of the State of California.

20 (k) "Control" means the power to control the affairs and key decisions of  
21 another Person, in whatever manner exercised, whether directly or indirectly.

22 (l) "Department," in reference to a Cable System Franchise or any other  
23 communications- related Franchise, means the Department of Telecommunications and  
24 Information Services. In reference to any gas, electric, or steam Franchise, "Department"  
25 means the San Francisco Public Utilities Commission. In reference to any other type of

1 Franchise, "Department" means the City department assigned by the Board to Process the  
2 Proposal or administer the Franchise.

3 (m) "Facilities" includes any physical element used in connection with, or  
4 designed to be used in connection with, the provision of Services, whether or not located in  
5 the Public Rights-of-Way, including, without limitation, pedestals, cabinets, ducts and conduits  
6 (whether empty or occupied), transformers, equipment, drains, handholds, lines, line  
7 extensions, service drops, manholes, poles, power supplies and generators, splice boxes,  
8 surface location markers, vaults, tunnels, amplifiers, power guards, nodes, cables, and fiber  
9 optics (whether active or dark).

10 (n) "FCC" means the Federal Communications Commission.

11 (o) "Final Report" means a report submitted to the Board by the Department  
12 making a final recommendation upon a Proposal.

13 (p) "Franchise" means an authorization granted by ordinance of the Board to  
14 a Person to construct, install, or operate Facilities in the Public Rights-of-Way or to provide  
15 Services using Facilities installed in the Public Rights-of-Way. "Franchise" shall not mean or  
16 include any license or permit required for the privilege of transacting and carrying on a  
17 business within the City as required by other ordinances or laws of the City, including, without  
18 limitation:

19 (1) Any permit, agreement or authorization required in connection with  
20 operations on public streets or property such as permits and agreements for placing devices  
21 on or in poles, conduits or other structures, whether owned by the City or a private entity, or  
22 for excavating or performing other work in or along Public Rights-of-Way; and

23 (2) Express or implicit authorization to provide Service to, or install Facilities  
24 on, private property without owner consent.

25

1 (q) "Franchise Area" means the geographic area of the City in which a  
2 Franchise authorizes a Grantee to construct, install, or operate Facilities or to provide  
3 Services.

4 (r) "Franchise Fee" means a payment made to the City in accordance with  
5 Section 11.21 below. In the case of a UVPP, "Franchise Fee" shall mean a fee in lieu of a  
6 franchise fee, pursuant to 47 U.S.C. Section 573(c)(2)(B).

7 (s) "Grantee" means a Person granted a Franchise by the City, and any  
8 lawful permitted successor or assign.

9 (t) "Gross Revenues" means any and all income, receipts and other revenue  
10 of any kind or nature arising from or in connection with the operation of, or provision of  
11 Service using, Facilities in the Franchise Area and as may be more specifically defined in a  
12 Franchise.

13 (u) "Material Breach" means a breach of the Franchise that has a substantial  
14 and significant effect on the rights or benefits either party to the Franchise has secured  
15 pursuant to the Franchise. "Material Breach" shall include, but not be limited to, those  
16 breaches designated as such in the Franchise and this Chapter.

17 (v) "Non-Normal Operating Conditions" means only those conditions that occur in  
18 whole or in part within the Franchise Area that are beyond the direct or indirect control of the Cable  
19 System Grantee or UVPP and that directly affect the provision of Service in the Franchise Area. Non-  
20 Normal Operating Conditions include severe local weather conditions unusual to the Franchise Area,  
21 natural disasters, civil disturbances, or power outages directly affecting the Franchise Area. A higher-  
22 than-usual call volume does not, by itself, constitute or create a Non-Normal Operating Condition. The  
23 Cable System Grantee or UVPP has the burden of demonstrating that Non-Normal Operating  
24 Conditions were in effect at a particular date and time.

25

1                   (w)     “Normal Operating Conditions” means all conditions other than those that are  
2 Non-Normal Operating Conditions. Normal Operating Conditions include promotional offers, changes  
3 in channel line-up, rate increases, service changes, pay-per-view events, regular peak or seasonal  
4 demand periods, maintenance or upgrade of the Cable System or other offerings of the Cable System  
5 Grantee or UVPP, and staffing changes. Normal Operating Conditions include any condition within  
6 the direct or indirect control of the Cable System Grantee or UVPP, and any condition that does not  
7 directly affect the provision of service in the Franchise Area.

8                   (x\*)    “Open Video System” or “OVS” means a Cable System owned, operated,  
9 or Controlled by a Person certified by the FCC pursuant to 47 U.S.C. Section 573 and holding  
10 an OVS Franchise pursuant to this Article.

11                  (y\*)    “Operator” means any Person who (1) provides Service over Facilities  
12 and either directly or indirectly owns, or has an Affiliate that owns, a significant interest in the  
13 Facilities; or (2) otherwise Controls, or is responsible for, through any arrangement, the  
14 operation or management of Facilities.

15                  (z\*)    “OVS Franchise” means a Franchise authorizing construction, installation,  
16 or operation of an Open Video System or the provision of Cable Service over an Open Video  
17 System.

18                  (aa\*)   “Person” means any individual, group, company, partnership, association,  
19 joint stock company, trust, corporation, society, syndicate, club, business, or governmental  
20 entity. “Person” shall not include the City.

21                  (bb\*)   “Proposal” means any application proposal submission or request filed  
22 pursuant to the requirements of this Chapter to (1) obtain a new Franchise; (2) Transfer a  
23 Franchise; (3) extend a Franchise; or otherwise modify a Franchise. A Proposal includes an  
24 Applicant's initial proposal, submission or request, as well as any and all amendments or  
25 supplements to the Proposal and relevant correspondence.

1                   (~~ccaa~~) "Proposal Fee" means a charge to recover the City's actual costs of  
2 processing Proposals hereunder.

3                   (~~ddb~~) "Public Rights-of-Way" means the area in, on, upon, above, beneath,  
4 within, along, across, under, and over the public streets, sidewalks, roads, lanes, courts,  
5 ways, alleys, spaces, and boulevards within the geographic area of the City in which the City  
6 now or hereafter holds any property interest, which is dedicated to Public use and which,  
7 consistent with the purposes for which it was dedicated, may be used for the purpose of  
8 installing and maintaining Facilities to provide Service to customers.

9                   (~~eee~~) "Required Service Area" means the geographic area of the City a  
10 Grantee must construct, install or operate Facilities in or provide Service in, pursuant to its  
11 Franchise.

12                   (~~ffd~~) "Revocation" means the City's affirmative act of Terminating a Franchise.

13                   (~~ggee~~) "Service" means any service provided on a Commercial or for hire basis  
14 using Facilities installed in the Public Rights-of-Way. "Service" includes without limitation: (1)  
15 leasing or, through any other arrangement, offering the use of a Facility installed in the Public  
16 Rights-of-Way (except for the mandatory provision of Facilities pursuant to 47 U.S.C. Section  
17 224 or California Public Utility Commission orders) and (2) the transmission of electronic  
18 signals through Facilities installed in the Public Rights-of-Way, whether or not owned by a  
19 Person providing service to Subscribers. "Service" shall ~~not include~~ exclude  
20 Telecommunications Service ~~unless and until~~ provided by a particular provider to the extent that  
21 Applicable Law ~~permits~~ prohibits local governments ~~to require telephone corporations~~ from  
22 requiring that particular provider of Telecommunications Service in California to obtain a local  
23 Franchise or pay fair and reasonable compensation for the use of the Public Rights-of-Way in  
24 connection with the provision of *the* Telecommunications Service.

25

1                    ~~(hhff)~~ “Service Interruption” means the loss of picture or sound on one or more  
2 channels on the Cable System. Interruption of service counts as a single Service Interruption if it  
3 derives from the same underlying cause or causes, even if it affects multiple Subscribers.

4                    ~~(ii)~~ “Subscriber” means the City or any Person who legally receives any Service.

5                    ~~(jjgg)~~ “Telecommunications Service” means any service regulated by the CPUC  
6 or the FCC as a telecommunications service and provided to customers by a telephone  
7 corporation regulated by the CPUC.

8                    ~~(kkhh)~~ “Termination” means the conclusion of a Franchise by any means,  
9 including, but not limited to, by expiration of its term, abandonment, or Revocation.

10                   ~~(llii)~~ “Transfer” means any transaction in which: (1) all or a portion of any  
11 Facilities or any rights to use or operate Facilities located in the Public Rights-of-Way are sold,  
12 conveyed, transferred, assigned, encumbered (except as set forth herein) or leased, in whole  
13 or in part, directly or indirectly, by one or more transactions to another Person, whether  
14 voluntarily or by operation of law or otherwise; or (2) there is any change, acquisition, or  
15 transfer in the identity of the Person in Control of the Grantee, or any Person that controls  
16 Grantee, including, without limitation, forced or voluntary sale, merger, consolidation, or  
17 receivership; or (3) the rights or obligations under the Franchise are sold, conveyed,  
18 transferred, assigned, encumbered (except as set forth herein) or leased, in whole or in part,  
19 directly or indirectly, by one or more transactions to another Person, whether voluntarily or by  
20 operation of law or otherwise. It will be presumed, for purposes of clause (2) above, that any  
21 transfer or cumulative transfer of a voting interest by a Person or group of Persons acting in  
22 concert of twenty five percent (25%) or more of Grantee, or Person that Controls Grantee, or  
23 any change in the managing general partners of a Grantee is a change of Control. “Transfer”  
24 does not include: (1) a lease to a UVPP pursuant to 47 U.S.C. Sections 532 or 573; (2) the  
25 transmission of a commodity or electronic signal using Facilities on a common carrier basis;



1 (3) a lease or other right to use Facilities mandated pursuant to 47 U.S.C. Section 224,  
2 California Public Utilities Code Section 767.5, or by an order of the CPUC; or (4) a pledge in  
3 trust, mortgage or other encumbrance against the Facilities, or any portion thereof, given to a  
4 Bona Fide Institutional Lender in connection with a loan or other financing required to secure  
5 the construction, operation, or repair of the Facilities (“Loan”) provided that such Loan is  
6 subject to the rights and powers of the City pursuant to the Franchise and Applicable Law,  
7 including, without limitation, the right of the City to approve any Transfer pursuant to Section  
8 11.14 below upon foreclosure. “Transferring” and “Transferee” shall have correlative  
9 meanings.

10 (~~mmjj~~) “Unaffiliated Video Programming Provider” or “UVPP” means any Person  
11 who uses capacity on a franchised Cable System to deliver Cable Service or other  
12 communications service (as that term is used in 47 U.S.C. Section 542(h)) to Subscribers and  
13 who is not an Affiliate of the Grantee.

14 (~~nnkk~~) “Utility Conditions Permit” or “UCP” means a permit issued by the  
15 Department of Public Works authorizing a Person to construct, install, operate specific  
16 Facilities in the Public Rights-of-Way.” (Added by Ord. 58-00, File No. 000198, App.  
17 4/7/2000)

18  
19 SEC. 11.37. APPLICABILITY.

20 Except to the extent prohibited by Applicable Law, All Persons required to pay a  
21 Franchise Fee to the City shall be subject to the provisions of this Article. (Added by Ord. 58-  
22 00, File No. 000198, App. 4/7/2000)

23  
24 Sec. SEC. 11.38. ACCESS TO RECORDS; FORM OF RECORDS.

1           (a)     The City shall have the right to inspect and copy at any time during  
2 normal business hours at the nearest office of a Person owing a Franchise Fee, or at such  
3 location within the City as the City may designate, all books and records reasonably  
4 necessary to monitor compliance with the terms of this Chapter, a Franchise, or other  
5 Applicable Law. This right includes the right to inspect not only the books and records of such  
6 a Person, but also any books and records related to the management of the Facilities or its  
7 operations held by an Affiliate or any other Operator, contractor, subcontractor or any Person  
8 holding any form of management contract for the Facilities or performing work on behalf of a  
9 Person owing a Franchise Fee. It shall be the obligation of a Person owing a Franchise Fee to  
10 maintain ~~make~~ such books and records and to make them available to the City and to collect and  
11 produce the information requested by City.

12           (b)     The books and records shall be in a form that permits the City to ascertain  
13 whether the Person owing a Franchise Fee is in compliance with all Applicable Law. If the books and  
14 records are not in a form suitable for such purpose, the City may require the Person owing a Franchise  
15 Fee to provide additional information or information in another form to permit the City to ascertain  
16 compliance with Applicable Law, and the City may require books and records to be maintained in the  
17 future in a particular form.

18           (c)     For purposes of this Article, the term “books and records” shall be read  
19 expansively to include information in whatever format stored. (Added by Ord. 58-00, File No.  
20 000198, App. 4/7/2000)

21

## 22           SEC. 11.46. CUSTOMER SERVICE REQUIREMENTS.

23           (a)     **Non-Discriminatory Access to Service.** A Cable System Grantee shall  
24 provide Cable Service upon request to the City or any Person in the Required Service Area, at  
25 no more than the standard installation rate for all Subscribers, without charge for any line

1 extension, regardless of whether extension of plant is required. A Cable System Grantee or  
2 UVPP shall not be required to provide Cable Service to any Subscriber who does not pay the  
3 applicable fees or charges, except as may be required by the terms of an applicable  
4 Franchise.

5 (b) **Inside Wiring.** The obligation to provide Cable Service includes the  
6 obligation to provide the inside wiring required to deliver the Cable Service to the customer  
7 premises equipment used to receive the Cable Service, at no more than the standard  
8 installation rate, so long as the Grantee can obtain any necessary consent to access the  
9 premises. However, a Grantee or UVPP may not require a Subscriber or the City to use  
10 inside wiring provided by Grantee as a condition of receiving Service.

11 (c) **Exclusive Contracts.** A Cable System Grantee may not require a  
12 Subscriber or a building owner or manager to enter into an exclusive contract as a condition of  
13 receiving Service. Any exclusive contract executed after the effective date of the ordinance  
14 adopting this Chapter shall inform the Person executing the exclusive contract, in type of  
15 equal size and prominence to the rest of the contract: (1) that the Person cannot be denied  
16 Service for refusing to agree to an exclusive contract; and (2) that installation rates may be  
17 subject to regulation and they should contact the City's Department of Telecommunications  
18 and Information Services for additional information. The notice shall include a phone number  
19 and contact for the Department of Telecommunications and Information Services provided by  
20 the Director.

21 (d) **Month-to-Month Service.** ~~Cable Services~~ shall be available to  
22 Subscribers on a month-to- month basis.

23 (e) **Disconnection/Downgrades.** A Cable System Grantee or UVPP shall  
24 promptly disconnect from the Cable System or downgrade any Subscriber who so requests.  
25 No period of notice prior to voluntary termination or downgrade of Service may be required of

1 Subscribers by any Grantee or UVPP. A Subscriber shall not be liable for any penalty,  
2 termination charge, or charge for Service after the date of any voluntary disconnection unless  
3 all of the following apply: (1) the Subscriber took Service pursuant to a bona fide promotional  
4 offering that offered the Subscriber reduced rates or increased Service if Service was taken  
5 for a designated period; and (2) the Service offering required the Subscriber to pay for  
6 disconnection if Service was terminated before the end of the Service period; and (3) the  
7 disconnection fee does not exceed the difference between the price paid by the Subscriber for  
8 Service already received and the price the Subscriber would have paid if Service had been  
9 purchased at the standard price available to Subscribers; and (4) the disconnection fee was  
10 prominently displayed, and agreed to in writing by the Subscriber. (Added by Ord. 58-00, File  
11 No. 000198, App. 4/7/2000)

12 (f) **Requests for Service, Maintenance, or Repair.** *A Cable System Grantee or*  
13 *UVPP shall respond as set forth herein to a Subscriber's request for service, maintenance, or repair. A*  
14 *Cable System Grantee or UVPP shall make a good faith effort to complete any service, maintenance, or*  
15 *repair without requiring the Subscriber to be present. If the response does not require the Subscriber*  
16 *to be present, Cable System Grantee or UVPP shall complete the service, maintenance, or repair*  
17 *before the end of the next business day. If Cable System Grantee or UVPP must access the residence*  
18 *or business in order to conduct the service, maintenance, or repair, the Cable System Grantee or UVPP*  
19 *must contact the Subscriber within 24 hours and provide the Subscriber with a choice of service*  
20 *appointments for the next business day. All service, maintenance and repairs shall be performed by*  
21 *adequately trained personnel. Under Normal Operating Conditions, the Cable System Grantee or*  
22 *UVPP shall meet each of these requirements with respect to at least 95 per cent of all requests for*  
23 *service, maintenance or repair, as measured on a calendar quarterly basis.*

24 (g) **Equipment Repair or Replacement.** *If a Subscriber requests to have faulty*  
25 *equipment repaired or replaced, the Cable System Grantee shall not charge for such equipment after*

1 the earliest scheduled date for such repair or replacement or, if the Subscriber brings in or sends the  
2 equipment to the Cable System Grantee, after the date that the equipment was received by Cable  
3 System Grantee, and in no event shall a Cable System Grantee charge for such equipment more than  
4 seven days after the initial request for repair or replacement was made.

5 (h) **Interruptions of Service.** A Cable System Grantee shall begin work promptly to  
6 correct a Service Interruption after the Cable System Grantee knew or should have known of the  
7 Service Interruption. If the Service Interruption is not corrected within two (2) hours from the time it  
8 began, or if one or more Service Interruptions last for more than a total of two (2) hours during a 24-  
9 hour period, the Cable System Grantee shall provide a credit to each Subscriber affected by the Service  
10 Interruption. Except to the extent preempted by State or Federal law, the credit shall be in an amount  
11 no less than the charges for one day of Service. In addition, if a Service Interruption affects or occurs  
12 during a pay-per-view or video-on-demand event or any other event for which an additional charge is  
13 assessed, the Cable System Grantee shall fully refund all charges associated with such event,  
14 regardless of the duration of the Service Interruption. If the Service Interruption affects more than one  
15 Subscriber, the Cable System Grantee shall provide the credit and/or refund automatically to each  
16 Subscriber affected by the Service Interruption. If the Service Interruption affects only one Subscriber,  
17 the Cable System Grantee shall provide the credit and/or refund upon request, but shall inform the  
18 Subscriber of his or her right to request and receive a credit and/or refund.

19 (i) **Planned Interruptions of Service.** A Cable System Grantee or UVPP shall  
20 inform Subscribers at least three days prior to any planned or anticipated interruptions to existing  
21 Service exceeding three minutes during 5:30 a.m. to 1:00 a.m. Pacific Time.

22 (j) **Languages.** A Cable System Grantee or UVPP shall have trained customer  
23 service representatives available to respond to inquiries, complaints, and requests in all languages in  
24 which the Cable System Grantee or UVPP markets Service in the Franchise Area. In addition, a Cable  
25 System Grantee or UVPP shall have employees available to respond to inquiries, complaints, and

1 requests in English and the three other languages spoken by the largest number of people in the  
2 Franchise Area. To the extent that a Cable System Grantee or UVPP uses automated response  
3 equipment, such equipment shall include voice prompts and automated responses in English and the  
4 three other languages spoken by the largest number of people in the Franchise Area.

5 (k) **Call Response Times.** Telephone calls from Subscribers to a Cable System  
6 Grantee or UVPP shall be answered by a trained customer service representative within 30 seconds of  
7 the initial connection. The initial connection occurs when the Cable System Grantee or UVPP answers  
8 the telephone call by any method, including an automated response unit. If a call needs to be  
9 transferred, the call shall be answered by another trained customer service representative within 30  
10 seconds. A Cable System Grantee or UVPP may use an automated answering system in lieu of a  
11 trained customer service representative as long as the Cable System Grantee or UVPP notifies the  
12 Subscriber that the Subscriber may speak to a trained customer service representative at any time by  
13 pressing a single telephone button, such as “zero” or “pound,” and a trained customer service  
14 representative answers the phone within 30 seconds of such Subscriber action. Under Normal  
15 Operating Conditions, a Cable System Grantee or UVPP shall satisfy each of these requirements for at  
16 least 90 percent of all calls placed, measured on a calendar quarterly basis. For example, if 100 calls  
17 are placed, at least 90 of those must be answered within 30 seconds, and if 10 calls are transferred, at  
18 least 9 must be answered by another trained customer service representative within 30 seconds. Under  
19 Normal Operating Conditions, Subscribers shall receive a busy signal less than 3 percent of the time,  
20 measured on a calendar quarterly basis. The call response times and busy signals shall be measured  
21 on a 24-hour-a-day basis unless the Cable System Grantee or UVPP obtains a modification from the  
22 Department. In deciding whether and how to modify this requirement, the Department will consider  
23 the size of the company and whether any parent, subsidiary, or affiliate of the Cable System Grantee or  
24 UVPP elsewhere in the country has customer service representatives available 24 hours a day.

1                   (l)       **Monitoring Call Response Times.** A Cable System Grantee or UVPP shall  
2 maintain throughout the term of the Franchise records sufficient to enable the City to determine  
3 whether the Cable System Grantee or UVPP is complying with call answering requirements, including  
4 those in 47 C.F.R. § 76.309(c) and those set forth in subsection (k) herein. A Cable System Grantee or  
5 UVPP shall retain records for the Franchise Area disaggregated from all other areas, if possible or if  
6 not, for the smallest geographic area covering the Franchise Area for which records may feasibly be  
7 kept. For all calls to any phone number that receives or responds to calls from Subscribers in the  
8 Franchise Area, the Cable System Grantee or UVPP shall retain records showing, for each month and  
9 calendar quarter, (i) the total number of calls received, (ii) the total number of calls that received a  
10 busy signal, (iii) the total number of calls received that were answered by a trained customer service  
11 representative within 30 seconds of the initial connection, (iv) the total number of calls received that  
12 were transferred to another customer service representative after the initial connection, and (v) the  
13 total number of calls received that were transferred within 30 seconds to another trained customer  
14 service representative after the initial connection. To the extent that Cable System Grantee or UVPP  
15 did not comply with all of the call answering requirements set forth in subsection (k) during any  
16 calendar quarter and Cable System Grantee contends it complied with the requirements during Normal  
17 Operating Conditions, Cable System Grantee shall provide information sufficient to justify that  
18 contention, including but not limited to the information in subsection (o), below.

19                   (m)       **Monitoring Installation and Repair Times.** A Cable System Grantee shall  
20 maintain throughout the term of the Franchise records showing, for each calendar quarter, (i) the total  
21 number of standard installations requested in the Franchise Area, (ii) the total number of standard  
22 installations in the Franchise Area that were completed within seven business days of an initial request,  
23 (iii) the total number of non-standard installations requested in the Franchise Area, (iv) the average  
24 number of days to complete a non-standard installation in the Franchise Area following an initial  
25 request, (v) the total number of Service Interruptions in the Franchise Area, (vi) the date and time on

1 which the Cable System Grantee first became aware of the Service Interruption, (vii) for each Service  
2 Interruption, the date and time that trained workers, such as technicians or engineers, began working  
3 to repair the Service Interruption, and (viii) the date and time that work on each Service Interruption  
4 was completed. To the extent that Cable System Grantee did not comply with the installation and  
5 repair times set forth in 47 C.F.R. § 76.309 and the requirements of subsection (f) during any calendar  
6 quarter and Cable System Grantee contends that it complied with the requirements during Normal  
7 Operating Conditions, Cable System Grantee shall submit information sufficient to show that its  
8 contention is correct, including but not limited to the information in subsection (o), below.

9 (n) **Records of Missed Appointments.** Throughout the term of the Franchise, a  
10 Cable System Grantee shall maintain records showing, for each calendar quarter, (i) the total number  
11 of appointments in the Franchise Area for service, installation, or any other call requiring a home visit  
12 or requiring a Subscriber to be at home, and (ii) the total number of times that a qualified agent of  
13 Cable System Grantee did not arrive at the appropriate location in the Franchise Area by the  
14 scheduled appointment time or before the close of the appointment window.

15 (o) **Records of Non-Normal Operating Conditions.** Cable System Grantee shall  
16 maintain throughout the term of the Franchise records showing, for each calendar quarter, each  
17 instance in which it claims it was operating under Non-Normal Operating Conditions. For each such  
18 instance, Cable System Grantee shall identify (i) the time and date that the Non-Normal Operating  
19 Condition began and the time and date that it ended, (ii) the circumstances, events or conditions giving  
20 rise to the claim that the Cable System Grantee was operating under Non-Normal Operating  
21 Conditions and all any relevant information in support of the claim, (iii) the approximate number of  
22 Subscribers in the Franchise Area that were affected by the Non-Normal Operating Condition, (iv) the  
23 geographic area or areas affected by the Non-Normal Operating Condition.



1                   (p)     **Provision of Records Upon Request.** *A Cable System Grantee or UVPP shall*  
2 *comply with any request by the City to provide the records or a summary of the records maintained*  
3 *under subsections (l) through (o) of this Section 11.46.*

4  
5                   SEC. 11.51. COMPLIANCE WITH CUSTOMER SERVICE STANDARDS AND  
6 CONSUMER PROTECTION LAWS.

7                   A Cable System Grantee or UVPP shall, at all times, comply with all applicable  
8 customer service standards and consumer protection laws established by Applicable Law,  
9 including, without limitation, those established by the FCC at 47 C.F.R. 76.309. A Cable  
10 System Grantee or UVPP shall also comply with any additional customer service standards  
11 established by the City from time to time that exceed or address matters not addressed by the  
12 standards established by other Applicable Law and any consumer protection laws enacted by  
13 the City from time to time that are not specifically preempted by other Applicable Law. *In the*  
14 *event of any conflict or disparity between or among standards or requirements of Applicable Law, the*  
15 *stricter provision or provisions shall control, except to the extent prohibited by Applicable Law.*  
16 *Failure to comply with any customer service standard or requirement, including those set forth in*  
17 *Chapter 11.46 of the San Francisco Administrative Code and 47 C.F.R. § 76.309, will be subject to the*  
18 *enforcement and penalty provisions of this Chapter.* (Added by Ord. 58-00, File No. 000198, App.  
19 4/7/2000)

20                   SEC. 11.61. FRAUD.

21                   (a)     **False or Misleading Information.** If a Grantee defrauds or attempts to  
22 defraud the City or Subscribers, or intentionally submits false or misleading information  
23 to the City, such actions may be deemed a Material Breach of the Franchise. (Added  
24 by Ord. 58-00, File No. 000198, App. 4/7/2000)

1                   **(b) Clear, Accurate and Complete Statements to Subscribers.** Any information that  
2 a Grantee provides to Subscribers, including bills, service descriptions, promotional materials, and  
3 rates shall be clear, accurate and complete. Except to the extent preempted by State or Federal law, if  
4 a Grantee chooses to recover through a line item on a Subscriber's bill (1) franchise fee costs, (2) costs  
5 of satisfying requirements for public, educational, or governmental channels, or (3) any other fee, tax,  
6 assessment, or charge of any kind imposed by the City on the transaction between the Grantee and the  
7 Subscriber, the amount of such line item shall not exceed the amount of the cost, fee, tax, assessment, or  
8 other charge attributable to that Subscriber.

9

10                   SEC. 11.62. LOCAL OFFICE.

11                   Grantees providing retail Service to residential Subscribers shall maintain an  
12 office in the City to address Subscriber billing and other customer service-related issues.  
13 Customers may bring equipment to the local office for repair, replacement or return. The office shall  
14 be conveniently located and easily accessible by public transportation. The office shall be open during  
15 normal business hours, which must include some evening hours at least two nights a week and some  
16 hours during the weekend. (Added by Ord. 58-00, File No. 000198, App. 4/7/2000)

17

18                   Section 2.

19

20                   APPROVED AS TO FORM:  
21                   DENNIS J. HERRERA, City Attorney

21

22                   By: \_\_\_\_\_  
23                   ATTORNEY'S NAME  
24                   Deputy City Attorney

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