

1 [Establishing cable television customer service requirements.]

2

3 **Ordinance amending Sections 11.1, 11.37, 11.38, 11.46, 11.51, and 11.62 of the**  
4 **Administrative Code to establish customer service requirements for cable television**  
5 **and open video system operators.**

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

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

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

12 SEC. 11.1. DEFINITIONS.

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

25

1           (a)    “Abnormal Operating Conditions” means only those conditions that occur in  
2 whole or in part within the Franchise Area that are beyond the direct or indirect control of the Cable  
3 System Grantee or UVPP and that directly affect the provision of Service in the Franchise Area.  
4 Abnormal Operating Conditions include severe local weather conditions unusual to the Franchise  
5 Area, natural disasters, civil disturbances, or power outages directly affecting the Franchise Area. A  
6 higher-than-usual call volume does not, by itself, constitute or create an Abnormal Operating  
7 Condition. The Cable System Grantee or UVPP has the burden of demonstrating that Abnormal  
8 Operating Conditions were in effect at a particular date and time.

9           (b)    “Affiliate,” when used in relation to any Person means another Person  
10 who owns or Controls is owned or Controlled by, or is under common ownership or Control  
11 with, such Person.

12           (c)    “Applicable law” means all applicable federal, state, and City laws,  
13 ordinances, codes, rules, regulations and orders, as the same may be amended or adopted  
14 from time to time.

15           (d)    “Applicant” means any Person submitting a Proposal pursuant to this  
16 Chapter.

17           (e)    “Board” means the City's Board of Supervisors.

18           (f)    “Bona Fide Institutional Lender” means any one or more of the following:  
19 (1) a savings bank, a savings and loan association, a commercial bank or trust company, an  
20 insurance company, a real estate investment trust, or any other Person which at the time a  
21 pledge in trust or mortgage is recorded in favor of such Person or Persons, has assets of at  
22 least \$500 million in the aggregate (or the equivalent in foreign currency, and is regularly  
23 engaged in the financial services business; or (2) any special account, managed fund,  
24 department, agency or Affiliate of any of the foregoing. For purposes hereof: (1) acting in a  
25 “fiduciary capacity” shall be deemed to include acting as a trustee, agent, or in a similar

1 capacity under a mortgage, loan agreement, indenture or other loan document; and (2) a  
2 lender, even if not a Bona Fide Institutional Lender, shall be deemed to be a Bona Fide  
3 Institutional Lender if, no more than thirty (30) City business days after such loan is  
4 consummated, the notes or other evidence of indebtedness or the collateral securing the  
5 same are assigned to a Person then qualifying as a Bona Fide Institutional Lender.

6 (gf) "Cable Service" means the one way transmission to Subscribers of video  
7 programming or other programming service and subscriber interaction, if any, required to  
8 select or use such video programming or other programming service.

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

21 (ih) "Cable System Franchise" means a Franchise authorizing construction,  
22 installation, or operation of a Cable System or the provision of Cable Service over a Cable  
23 System. "Cable System Franchise" includes an OVS Franchise, unless expressly excluded  
24 hereunder.

25

1                   (i) “Complete Outage” means loss of picture or sound on all channels to one or  
2 more Subscribers.

3                   (ij) “CPUC” means the California Public Utilities Commission.

4                   (jk) “City” means the City and County of San Francisco, a municipal  
5 corporation of the State of California.

6                   (kl) “Control” means the power to control the affairs and key decisions of  
7 another Person, in whatever manner exercised, whether directly or indirectly.

8                   (lm) “Department,” in reference to a Cable System Franchise or any other  
9 communications- related Franchise, means the Department of Telecommunications and  
10 Information Services. In reference to any gas, electric, or steam Franchise, “Department”  
11 means the San Francisco Public Utilities Commission. In reference to any other type of  
12 Franchise, “Department” means the City department assigned by the Board to Process the  
13 Proposal or administer the Franchise.

14                   (mn) “Facilities” includes any physical element used in connection with, or  
15 designed to be used in connection with, the provision of Services, whether or not located in  
16 the Public Rights-of-Way, including, without limitation, pedestals, cabinets, ducts and conduits  
17 (whether empty or occupied), transformers, equipment, drains, handholds, lines, line  
18 extensions, service drops, manholes, poles, power supplies and generators, splice boxes,  
19 surface location markers, vaults, tunnels, amplifiers, power guards, nodes, cables, and fiber  
20 optics (whether active or dark).

21                   (no) “FCC” means the Federal Communications Commission.

22                   (op) “Final Report” means a report submitted to the Board by the Department  
23 making a final recommendation upon a Proposal.

24                   (pq) “Franchise” means an authorization granted by ordinance of the Board to  
25 a Person to construct, install, or operate Facilities in the Public Rights-of-Way or to provide

1 Services using Facilities installed in the Public Rights-of-Way. “Franchise” shall not mean or  
2 include any license or permit required for the privilege of transacting and carrying on a  
3 business within the City as required by other ordinances or laws of the City, including, without  
4 limitation:

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

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

11 (~~q~~l) “Franchise Area” means the geographic area of the City in which a  
12 Franchise authorizes a Grantee to construct, install, or operate Facilities or to provide  
13 Services.

14 (~~r~~s) “Franchise Fee” means a payment made to the City in accordance with  
15 Section 11.21 below. In the case of a UVPP, “Franchise Fee” shall mean a fee in lieu of a  
16 franchise fee, pursuant to 47 U.S.C. Section 573(c)(2)(B).

17 (~~t~~l) “Grantee” means a Person granted a Franchise by the City, and any  
18 lawful permitted successor or assign.

19 (~~u~~l) “Gross Revenues” means any and all income, receipts and other revenue  
20 of any kind or nature arising from or in connection with the operation of, or provision of  
21 Service using, Facilities in the Franchise Area and as may be more specifically defined in a  
22 Franchise.

23 (~~v~~l) “Material Breach” means a breach of the Franchise that has a substantial  
24 and significant effect on the rights or benefits either party to the Franchise has secured  
25

1 pursuant to the Franchise. "Material Breach" shall include, but not be limited to, those  
2 breaches designated as such in the Franchise and this Chapter.

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

10 (~~yw~~) "Open Video System" or "OVS" means a Cable System owned, operated,  
11 or Controlled by a Person certified by the FCC pursuant to 47 U.S.C. Section 573 and holding  
12 an OVS Franchise pursuant to this Article.

13 (~~zw~~) "Operator" means any Person who: (1) provides Service over Facilities  
14 and either directly or indirectly owns, or has an Affiliate that owns, a significant interest in the  
15 Facilities; or (2) otherwise Controls, or is responsible for, through any arrangement, the  
16 operation or management of Facilities.

17 (~~ax~~) "OVS Franchise" means a Franchise authorizing construction, installation,  
18 or operation of an Open Video System or the provision of Cable Service over an Open Video  
19 System.

20 (~~bx~~) "Person" means any individual, group, company, partnership, association,  
21 joint stock company, trust, corporation, society, syndicate, club, business, or governmental  
22 entity. "Person" shall not include the City.

23 (~~cz~~) "Proposal" means any application proposal submission or request filed  
24 pursuant to the requirements of this Chapter to: (1) obtain a new Franchise; (2) Transfer a  
25 Franchise; (3) extend a Franchise; or otherwise modify a Franchise. A Proposal includes an

1 Applicant's initial proposal, submission or request, as well as any and all amendments or  
2 supplements to the Proposal and relevant correspondence.

3 (~~ddaa~~) "Proposal Fee" means a charge to recover the City's actual costs of  
4 processing Proposals hereunder.

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

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

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

15 (~~hhee~~) "Service" means any service provided on a Commercial or for hire basis  
16 using Facilities installed in the Public Rights-of-Way. "Service" includes without limitation: (1)  
17 leasing or, through any other arrangement, offering the use of a Facility installed in the Public  
18 Rights-of-Way (except for the mandatory provision of Facilities pursuant to 47 U.S.C. Section  
19 224 or California Public Utility Commission orders) and (2) the transmission of electronic  
20 signals through Facilities installed in the Public Rights-of-Way, whether or not owned by a  
21 Person providing service to Subscribers. "Service" shall ~~not include~~ exclude  
22 Telecommunications Service ~~unless and until offered by a particular provider to the extent that~~  
23 Applicable Law ~~permits~~ prohibits local governments ~~to require telephone corporations from~~  
24 requiring that particular provider of Telecommunications Service in California to obtain a local  
25

1 Franchise or pay fair and reasonable compensation for the use of the Public Rights-of-Way in  
2 connection with the provision of Telecommunications Service.

3 (ii) "Service Interruption" means the loss of picture or sound on one or more, but not  
4 all, channels on the Cable System. An interruption of service counts as a single Service Interruption if  
5 it derives from the same underlying cause or causes, even if it affects multiple Subscribers.

6 (jj) "Standard Installation" means an installation that is located up to 125 feet from  
7 the existing distribution system. Where an installation is in a dwelling unit that is contained with a  
8 multiple dwelling unit ("MDU"), "Standard Installation" shall include an installation in a dwelling unit  
9 provided that the MDU has previously been wired for Service.

10 (kkff) "Subscriber" means the City or any Person who legally receives any  
11 Service.

12 (llgg) "Telecommunications Service" means any service regulated by the CPUC  
13 or the FCC as a telecommunications service and provided to customers by a telephone  
14 corporation regulated by the CPUC.

15 (mmhh) "Termination" means the conclusion of a Franchise by any means,  
16 including, but not limited to, by expiration of its term, abandonment, or Revocation.

17 (nnii) "Transfer" means any transaction in which: (1) all or a portion of any  
18 Facilities or any rights to use or operate Facilities located in the Public Rights-of-Way are sold,  
19 conveyed, transferred, assigned, encumbered (except as set forth herein) or leased, in whole  
20 or in part, directly or indirectly, by one or more transactions to another Person, whether  
21 voluntarily or by operation of law or otherwise; ~~or~~ (2) there is any change, acquisition, or  
22 transfer in the identity of the Person in Control of the Grantee, or any Person that controls  
23 Grantee, including, without limitation, forced or voluntary sale, merger, consolidation, or  
24 receivership; or (3) the rights or obligations under the Franchise are sold, conveyed,  
25 transferred, assigned, encumbered (except as set forth herein) or leased, in whole or in part,



1 directly or indirectly, by one or more transactions to another Person, whether voluntarily or by  
2 operation of law or otherwise. It will be presumed, for purposes of clause (2) above, that any  
3 transfer or cumulative transfer of a voting interest by a Person or group of Persons acting in  
4 concert of twenty five percent (25%) or more of Grantee, or Person that Controls Grantee, or  
5 any change in the managing general partners of a Grantee is a change of Control. "Transfer"  
6 does not include: (1) a lease to a UVPP pursuant to 47 U.S.C. Sections 532 or 573; (2) the  
7 transmission of a commodity or electronic signal using Facilities on a common carrier basis;  
8 (3) a lease or other right to use Facilities mandated pursuant to 47 U.S.C. Section 224,  
9 California Public Utilities Code Section 767.5, or by an order of the CPUC; or (4) a pledge in  
10 trust, mortgage or other encumbrance against the Facilities, or any portion thereof, given to a  
11 Bona Fide Institutional Lender in connection with a loan or other financing required to secure  
12 the construction, operation, or repair of the Facilities ("Loan") provided that such Loan is  
13 subject to the rights and powers of the City pursuant to the Franchise and Applicable Law,  
14 including, without limitation, the right of the City to approve any Transfer pursuant to Section  
15 11.14 below upon foreclosure. "Transferring" and "Transferee" shall have correlative  
16 meanings.

17 (~~oojj~~) "Unaffiliated Video Programming Provider" or "UVPP" means any Person  
18 who uses capacity on a franchised Cable System to deliver Cable Service or other  
19 communications service (as that term is used in 47 U.S.C. Section 542(h)) to Subscribers and  
20 who is not an Affiliate of the Grantee.

21 (~~ppkk~~) "Utility Conditions Permit" or "UCP" means a permit issued by the  
22 Department of Public Works authorizing a Person to construct, install, operate specific  
23 Facilities in the Public Rights-of-Way."  
24

25 SEC. 11.37. APPLICABILITY.

1                    Except to the extent prohibited by Applicable Law, All Persons required to pay a  
2 Franchise Fee to the City shall be subject to the provisions of this Article.

3                    SEC. 11.38. ACCESS TO RECORDS; FORM OF RECORDS.

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

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

21                    (c)        For purposes of this Article, the term “books and records” shall be read  
22 expansively to include information in whatever format stored.

23  
24                    SEC. 11.46. CUSTOMER SERVICE REQUIREMENTS.

1 (a) **Non-Discriminatory Access to Service.** A Cable System Grantee or  
2 UVPP shall provide *Cable* Service upon request to the City or any Person in the Required  
3 Service Area, at no more than the standard installation rate for all Subscribers, without charge  
4 for any line extension, regardless of whether extension of plant is required. A Cable System  
5 Grantee or UVPP shall not be required to provide *Cable* Service to any Subscriber who does  
6 not pay the applicable fees or charges, except as may be required by the terms of an  
7 applicable Franchise.

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

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

25

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

3 (e) **Disconnection/Downgrades.** A Cable System Grantee or UVPP shall  
4 promptly disconnect from the Cable System or downgrade any Subscriber who so requests.  
5 No period of notice prior to voluntary termination or downgrade of Service may be required of  
6 Subscribers by any Grantee or UVPP. A Subscriber shall not be liable for any penalty,  
7 termination charge, or charge for Service after the date of any voluntary disconnection unless  
8 all of the following apply: (1) the Subscriber took Service pursuant to a bona fide promotional  
9 offering that offered the Subscriber reduced rates or increased Service if Service was taken  
10 for a designated period; ~~and~~ (2) the Service offering required the Subscriber to pay for  
11 disconnection if Service was terminated before the end of the Service period; ~~and~~ (3) the  
12 disconnection fee does not exceed the difference between the price paid by the Subscriber for  
13 Service already received and the price the Subscriber would have paid if Service had been  
14 purchased at the standard price available to Subscribers; and (4) the disconnection fee was  
15 prominently displayed, and agreed to in writing by the Subscriber.

16 (f) **Requests for Service, Maintenance, or Repair.** *A Cable System Grantee or*  
17 *UVPP shall respond as set forth herein to a Subscriber's request for service, maintenance, or repair. A*  
18 *Cable System Grantee or UVPP shall make a good faith effort to complete any service, maintenance, or*  
19 *repair without requiring the Subscriber to be present. If the response does not require the Subscriber*  
20 *to be present, the Cable System Grantee or UVPP shall complete the service, maintenance, or repair*  
21 *before the end of the next business day. If the Cable System Grantee or UVPP must access the*  
22 *residence or business in order to conduct the service, maintenance, or repair, the Cable System*  
23 *Grantee or UVPP must contact the Subscriber within twenty-four (24) hours and provide the*  
24 *Subscriber with a choice of service appointments at least some of which must be for the next business*  
25 *day. Provided that the Subscriber is available at the agreed date and time, the Cable System Grantee*

1 or UVPP shall complete the service, maintenance, or repair at such date and time. Adequately trained  
2 personnel shall perform all service, maintenance, and repairs. Under Normal Operating Conditions,  
3 the Cable System Grantee or UVPP shall meet each of these requirements with respect to at least  
4 ninety-five per cent (95%) of all requests for service, maintenance or repair, as measured on a  
5 calendar quarterly basis.

6 (g) **Equipment Repair or Replacement.** If a Subscriber requests to have faulty  
7 equipment repaired or replaced, the Cable System Grantee or UVPP shall not charge for such  
8 equipment after the earliest scheduled date for such repair or replacement or, if the Subscriber brings  
9 in or sends the equipment to the Cable System Grantee or UVPP, after the date that the equipment was  
10 received by Cable System Grantee or UVPP, and in no event shall a Cable System Grantee or UVPP  
11 charge for such equipment more than seven (7) days after the initial request for repair or replacement  
12 was made. This subsection shall not apply to equipment that is maliciously damaged by a Subscriber.

13 (h) **Interruptions of Service.** A Cable System Grantee or UVPP shall begin work  
14 promptly to correct a Service Interruption after the Cable System Grantee or UVPP knew or should  
15 have known of the Service Interruption. If a Service Interruption is not corrected within two (2) hours  
16 from the time it began, or if one (1) or more Service Interruptions last for more than a total of two (2)  
17 hours during a twenty-four (24) hour period, the Cable System Grantee or UVPP shall provide a credit  
18 and/or refund to any Subscriber affected by the Service Interruption upon request of the Subscriber.  
19 Except to the extent preempted by Applicable Law, the credit and/or refund shall be in an amount no  
20 less than the charges for one (1) day of Service. In addition, if a Service Interruption affects or occurs  
21 during a pay-per-view or video-on-demand event or any other event for which an additional charge is  
22 assessed, the Cable System Grantee or UVPP shall fully refund all charges associated with such event,  
23 regardless of the duration of the Service Interruption, to any Subscriber affected by the Service  
24 Interruption upon the request of the Subscriber. A Cable Operator or UVPP shall inform any  
25 Subscriber calling to report a Service Interruption of his or her right to request and receive a credit

1 and/or refund. For purposes of this subsection, a Complete Outage of less than four (4) hours is a  
2 Service Interruption.

3 (i) **Complete Outages.** A Cable System Grantee or UVPP shall begin work  
4 promptly to correct a Complete Outage after the Cable System Grantee or UVPP knew or should have  
5 known of the Complete Outage. If there is a Complete Outage that is not corrected within four (4)  
6 hours from the time it began, or if one (1) or more Complete Outages last for more than a total of four  
7 (4) hours during a twenty-four (24) hour period, the Cable System Grantee or UVPP shall provide the  
8 credit and/or refund: (1) automatically to each Subscriber whose Service the Cable Operator or UVPP  
9 can reasonably determine was likely to have been affected by the Complete Outage; and (2) to any  
10 other Subscriber requesting a credit and/or refund. A Cable Operator or UVPP shall inform any  
11 Subscriber calling to report a Complete Outage of his or her right to request and receive a credit  
12 and/or refund. Except to the extent preempted by Applicable Law, the credit and/or refund shall be in  
13 an amount no less than the charges for one (1) day of Service.

14 (j) **Planned Interruptions of Service.** A Cable System Grantee or UVPP shall  
15 inform Subscribers at least three (3) days prior to any planned or anticipated interruptions to existing  
16 Service, unless the planned or anticipated interruption will be for less than three (3) minutes and will  
17 occur between the hours of 5:30 a.m. and 1:00 a.m. Pacific Time.

18 (k) **Languages.** A Cable System Grantee or UVPP shall have trained customer  
19 service representatives available to respond to inquiries, complaints, and requests in all languages in  
20 which the Cable System Grantee or UVPP markets Service in the Franchise Area. At the very least, a  
21 Cable System Grantee or UVPP shall have employees available to respond to inquiries, complaints,  
22 and requests in English and the three (3) other languages spoken by the largest number of people in the  
23 Franchise Area. To the extent that a Cable System Grantee or UVPP uses automated response  
24 equipment, such equipment shall include voice prompts and automated responses in English and at  
25 least one (1) other language.

1                    (l) **Call Response Times; Busy Signals.** Telephone calls from Subscribers to a  
2 Cable System Grantee or UVPP shall be answered by a trained customer service representative within  
3 thirty (30) seconds of the initial connection including waiting time. Where the Cable System Grantee  
4 or UVPP uses an automated response unit to answer a call, the initial connection occurs when the  
5 Subscriber selects a prompt intended to exit the automated response unit for the purpose of reaching a  
6 trained customer service representative. A Cable System Grantee or UVPP using an automated  
7 response unit to answer calls must allow a Subscriber to speak to a trained customer service  
8 representative at any time by pressing a single telephone button, such as "zero" or "pound" and a  
9 trained customer service representative must answer the call within thirty (30) seconds of such  
10 Subscriber action including waiting time. Under Normal Operating Conditions, a Cable System  
11 Grantee or UVPP shall satisfy each of these requirements for at least ninety percent (90%) of all calls  
12 placed, measured on a calendar quarterly basis. Under Normal Operating Conditions, Subscribers  
13 shall receive a busy signal less than three percent (3%) of the time, measured on a calendar quarterly  
14 basis.

15                    (m) **Monitoring Call Response Times.** A Cable System Grantee or UVPP shall  
16 maintain throughout the term of the Franchise records sufficient to enable the City to determine  
17 whether the Cable System Grantee or UVPP is complying with call answering requirements, including  
18 those set forth in subsection (l) above and in 47 C.F.R. Section 76.309. A Cable System Grantee or  
19 UVPP shall retain records for the Franchise Area disaggregated from all other areas, if possible or if  
20 not, for the smallest geographic area covering the Franchise Area for which records may feasibly be  
21 kept. For all calls to any telephone number that receives or responds to calls from Subscribers in the  
22 Franchise Area, the Cable System Grantee or UVPP shall retain records showing, for each day, month  
23 and calendar quarter: (1) the total number of calls received; (2) the total number of calls that received  
24 a busy signal; (3) the total number of calls received that were answered by a trained customer service  
25 representative within thirty (30) seconds of the initial connection, whether or not the call was first

1 answered by an automated response unit; (4) the total number of calls received that were transferred to  
2 a customer service representative after the Subscriber pressed a single telephone button such as "zero"  
3 or "pound"; (5) the average amount of time for a call to be answered by a trained customer service  
4 representative; and (6) the average amount of time for a Subscriber to navigate through the automated  
5 response unit. To the extent that, during any calendar quarter, a Cable System Grantee or UVPP did  
6 not comply with all of the call answering requirements set forth in subsection (l) above and 47 C.F.R.  
7 Section 76.309, and the Cable System Grantee or UVPP contends it complied with the requirements  
8 during Normal Operating Conditions, the Cable System Grantee or UVPP shall provide information  
9 sufficient to justify that contention, including but not limited to, the information in subsections (p) and  
10 (q) below.

11 (n) **Monitoring Installation and Repair Times, Service Interruptions, and**  
12 **Complete Outages.** A Cable System Grantee or UVPP shall maintain throughout the term of the  
13 Franchise records sufficient to enable the City to determine whether the Cable System Grantee or  
14 UVPP is complying with the times to provide service, maintenance, or repairs set forth in subsection (f)  
15 above and in 47 C.F.R. Section 76.309, and the times for correction of Service Interruptions/Complete  
16 Outages set forth in subsections (h) and (i) above. For each day and calendar quarter, a Cable System  
17 Grantee or UVPP shall maintain the following records: (1) the total number of Standard Installations  
18 requested in the Franchise Area; and (2) the total number of Standard Installations begun in the  
19 Franchise Area. For each calendar quarter, a Cable System Grantee or UVPP shall maintain the  
20 following records: (3) the total number of Standard Installations in the Franchise Area that were  
21 completed within seven (7) business days of an initial request; (4) the average number of days to  
22 complete all Standard Installations in the Franchise Area following an initial request; (5) the total  
23 number of non-Standard Installations requested in the Franchise Area; (6) the average number of days  
24 to complete all non-Standard Installations in the Franchise Area following an initial request; (7) the  
25 total number of Service Interruptions or Complete Outages in the Franchise Area; (8) the date and time



1 on which the Cable System Grantee or UVPP first became aware of the Service Interruption of  
2 Complete Outage; (9) for each Service Interruption or Complete Outage, the date and time that trained  
3 workers, such as technicians or engineers, began working to repair the Service Interruption or  
4 Complete Outage; (10) the date and time that work on each Service Interruption or Complete Outage  
5 was completed; (11) a good faith estimate of the number of Subscribers affected by the Service  
6 Interruption or Complete Outage; and (12) a description of the cause for and the location of the  
7 Service Interruption or Complete Outage. To the extent that, during a calendar quarter, the Cable  
8 System Grantee or UVPP did not comply with the times to provide service, maintenance, or repairs set  
9 forth in subsection (f) above and in 47 C.F.R. Section 76.309, and the times for correction of Service  
10 Interruptions/Complete Outages set forth in subsections (h) and (i) above , and the Cable System  
11 Grantee contends that it complied with the requirements during Normal Operating Conditions, the  
12 Cable System Grantee or UVPP shall provide the Department with information sufficient to show that  
13 its contention is correct, including but not limited to the information in subsections (p) and (q) below.

14 (o) **Records of Missed Appointments.** A Cable System Grantee or UVPP shall  
15 maintain throughout the term of the Franchise records sufficient to enable the City to determine  
16 whether the Cable System Grantee or UVPP is complying with the service installation requirements of  
17 47 C.F.R. Section 76.309. For each calendar quarter, a Cable System Grantee or UVPP shall  
18 maintain the following records: (1) the total number of appointments in the Franchise Area for service,  
19 installation, or any other call requiring a home visit or requiring a Subscriber to be at home; and (2)  
20 the total number of times that a qualified agent of the Cable System Grantee or UVPP did not arrive at  
21 the appropriate location in the Franchise Area by the scheduled appointment time or before the close  
22 of the appointment window. To the extent that, during a calendar quarter, the Cable System Grantee or  
23 UVPP did not comply with the appointment requirements of 47 C.F.R. Section 76.309, and the Cable  
24 System Grantee contends that it complied with the requirements during Normal Operating Conditions,  
25 the Cable System Grantee or UVPP shall provide the Department with information sufficient to show

1 that its contention is correct, including but not limited to the information in subsections (p) and (q)  
2 below.

3 (p) **Records of Abnormal Operating Conditions.** A Cable System Grantee or  
4 UVPP shall maintain throughout the term of the Franchise records showing, for each calendar quarter,  
5 each instance in which it claims it was operating under Abnormal Operating Conditions. For each  
6 such instance, the Cable System Grantee or UVPP shall identify: (1) the time and date that the  
7 Abnormal Operating Condition began and the time and date that it ended; (2) the circumstances,  
8 events or conditions giving rise to the claim that the Cable System Grantee or UVPP was operating  
9 under Abnormal Operating Conditions and all any relevant information in support of the claim; (3) the  
10 approximate number of Subscribers in the Franchise Area that were affected by the Abnormal  
11 Operating Condition; and (4) the geographic area or areas affected by the Abnormal Operating  
12 Condition.

13 (q) **Provision of Records.** Within forty-five (45) days of the end of a calendar  
14 quarter, a Cable System Grantee or UVPP shall submit to the Department a report containing the  
15 information that is required to be maintained by subsections (m) through (p) above of this Section  
16 11.46.

17  
18 SEC. 11.51. COMPLIANCE WITH CUSTOMER SERVICE STANDARDS AND  
19 CONSUMER PROTECTION LAWS.

20 A Cable System Grantee or UVPP shall, at all times, comply with all applicable  
21 customer service standards and consumer protection laws established by Applicable Law,  
22 including, without limitation, those established by the FCC at 47 C.F.R. Section 76.309. A  
23 Cable System Grantee or UVPP shall also comply with any additional customer service  
24 standards established by the City from time to time that exceed or address matters not  
25 addressed by the standards established by other Applicable Law and any consumer

1 protection laws enacted by the City from time to time that are not specifically preempted by  
2 other Applicable Law. In the event of any conflict or disparity between or among standards or  
3 requirements of Applicable Law, the stricter provision or provisions shall control, except to the extent  
4 prohibited by Applicable Law. Failure to comply with any customer service standard or requirement,  
5 including those set forth in Section 11.46 above and 47 C.F.R. Section 76.309, will be subject to the  
6 enforcement and penalty provisions of this Chapter.

7  
8 SEC. 11.61. FRAUD.

9 (a) **False or Misleading Information.** If a Grantee defrauds or attempts to  
10 defraud the City or Subscribers, or intentionally submits false or misleading information to the  
11 City, such actions may be deemed a Material Breach of the Franchise.

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

20  
21 SEC. 11.62. LOCAL OFFICE.

22 Grantees providing retail Service to residential Subscribers shall maintain an  
23 office in the City to address Subscriber billing and other customer service-related issues.  
24 Customers may bring equipment to the local office for repair, replacement, or return. The office shall  
25 be conveniently located and easily accessible by public transportation. The office shall be open during

1 normal business hours, which must include some evening hours at least two nights a week and some  
2 hours during the weekend. In lieu of providing a local office, a Grantee providing Service to less than  
3 ten thousand (10,000) customers may provide a location in the City for Subscribers to pay their bills;  
4 provided that: (1) it is conveniently located and accessible by public transportation; and (2) the  
5 Grantee shall also pick up equipment from Subscribers for repair, replacement, or return at no charge  
6 to Subscribers, during all normal business hours, evening hours until 9:00 p.m. at least three (3) nights  
7 a week, and at least eight (8) hours during weekends.

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9 APPROVED AS TO FORM:  
10 DENNIS J. HERRERA, City Attorney

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12 By: \_\_\_\_\_  
13 William K. Sanders  
14 Deputy City Attorney

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