

ARTICLE V. CONSUMER PROTECTION

Sec. 7.5-60. Minimum consumer protection and service standards

(a) Grantee shall maintain a local office or offices to provide the necessary facilities, equipment and personnel to comply with the following consumer protection and standards under normal conditions of operation:

(1) Sufficient toll-free telephone line capacity during normal business hours to assure that a minimum of ninety-five percent (95%) of all calls will be answered before the fourth (4th) ring and ninety percent (90%) of all callers for service will not be required to wait more than thirty (30) seconds before being connected to a service representative.

(2) Emergency toll-free telephone line capacity on a twenty-four (24) hour basis, including weekends and holidays.

(3) A business and service office within the county, open during normal business hours at least eight (8) hours daily, and at least four (4) hours weekly on evenings or weekends, and adequately staffed to accept subscriber payments and respond to service requests and complaints.

(4) An emergency system maintenance and repair staff, capable of responding to and repairing a major system malfunction on a 24-hour-per-day basis.

(5) An installation staff, capable of installing service to any subscriber within seven (7) working days after receipt of a request, in all areas where trunk and feeder cable have been activated.

(6) Grantee shall schedule, within a specified four (4) hour time period, all appointments with subscribers for installation or service, unless customer agrees otherwise in advance.

(b) Grantee shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Scheduled interruptions, insofar as possible, shall be preceded by notice and shall occur during a period of minimum use of the system, preferably between Midnight and six (6:00) A.M.

(c) Grantee shall maintain a written log, or an equivalent stored in computer memory and capable of access and reproduction in printed form, for all service interruptions and requests for cable service that result in a service call.

(d) The Grantee shall maintain a repair force of technicians capable of responding to subscriber requests for service within the following time frames:

(1) For a system outage: Within two (2) hours, including weekends, of receiving subscriber calls or requests for service restoration which by number

identify a system outage of sound or picture of one (1) or more channels, affecting at least ten (10%) percent of the subscribers of the system.

(2) For an isolated outage: Within 24 hours, including weekends, of receiving requests for service identifying an isolated outage of sound or picture for one or more channels.

(3) For inferior signal quality: Within 48 hours, including weekends, of receiving a request for service identifying a problem concerning picture or sound quality.

Grantee shall be deemed to have responded to a request for service under the provisions of this Section when a technician arrives at the service location and begins work on the problem. If a subscriber is not home when the technician arrives, the technician shall leave written notification of arrival. Two successive failures of a subscriber to be present at an appointed time shall excuse Grantee of duty to respond to that request for service.

No charge shall be made to the subscriber for any service call unless Grantee demonstrates that the service request has been made repeatedly and is non-cable system in origin, or involves subscriber negligence, or damage to Grantee's property by the subscriber.

(e) Grantee shall determine the nature of the problem within 48 hours of beginning work and resolve all cable system-related problems within five (5) business days unless Grantee demonstrates that to do so is technically infeasible.

(f) Upon thirty (30) days' notice in writing from Grantor, Grantee shall establish its compliance with any or all of the standards required above. Grantee shall provide sufficient documentation to permit Grantor to verify compliance.

(g) A repeated and verifiable pattern of non-compliance with the consumer protection standards of A-E above, after Grantee's receipt of written notice and an opportunity to cure, may be deemed a material breach of the franchise agreement, subject to any and all remedies prescribed by a franchise and applicable law.

(Ord. No. 1408, §1)

Sec. 7.5-61. Additional service standards

Additional service standards and standards governing consumer protection and response by Grantee to subscriber complaints not otherwise provided for in this Chapter may be established in the franchise agreement, and Grantee shall comply with such standards in the operation of the cable television system. A verified and continuing pattern of non-compliance may be deemed a material breach of the franchise.

(Ord. No. 1408, §1)

Sec. 7.5-62. Complaint procedure

(a) **Complaints to Grantee.** Grantee shall establish and submit to Grantor for approval written procedures for receiving, acting upon and resolving subscriber complaints. The written procedures shall prescribe the manner in which a subscriber may submit a complaint to Grantee either orally or in writing that Grantee has violated any provision of Section 7.5-60, or the terms and conditions of the subscriber's contract with Grantee. At the conclusion of Grantee's investigation of a subscriber complaint, but in no event more than 10 days after receiving the complaint, Grantee shall notify the subscriber and the Grantor in writing of the results of the investigation and its proposed action or resolution, if any. The Grantee shall also notify the subscriber of the subscriber's right to file a complaint with the Grantor in the event the subscriber is dissatisfied with the Grantee's decision. No other proceedings to resolve subscriber complaints shall be undertaken until the procedure established by this section has been exhausted.

(b) **Complaints to Grantor.** A subscriber who is dissatisfied with Grantee's proposed decision or who was not sent a written decision within the 10-day period shall be entitled to have the complaint reviewed by the Grantor. The subscriber shall initiate the review by filing a written complaint together with the Grantee's written decision, if any, with the Grantor and by the Grantor notifying the Grantee of the filing. The subscriber shall make such filing and notification within twenty (20) days of receipt of Grantee's decision or, if no Grantee decision has been provided, within thirty (30) days after filing the original complaint with Grantee. The Grantor may extend these time limits for reasonable cause.

(c) **Review By Grantor.** The Grantor shall determine, solely upon a review of a subscriber complaint and the Grantee's decision, if any, whether further action is warranted. In the event the Grantor does not initiate further proceedings within fifteen (15) days of the filing of the complaint, the Grantee's proposed action or resolution shall be final. If the Grantor decided to initiate further investigation, the Grantor shall require the Grantee and the subscriber to submit within ten (10) days notice thereof a written statement of the facts and arguments in support of their respective positions. The Grantee or the subscriber may request in such statement that a hearing be conducted by the Grantor. A hearing, if requested, shall be conducted by the Grantor following notice in writing specifying the time and place for such hearing. The hearing shall be conducted informally, and the parties may offer any evidence pertinent to the dispute. The parties shall produce any additional evidence, including testing reports from the Grantee, which the Grantor may deem necessary to an understanding and determination of the dispute. The director of general services shall issue a written decision within fifteen (15) day of the conclusion of the hearing, setting forth the basis of the decision. The director's decision shall be final unless appealed by the Grantee to arbitration.

(d) **Appeals to Arbitration.** Any final decision or action of the Grantor relative to a subscriber complaint, including the imposition of damages, if any, may be further

appealed solely by Grantee within ten (10) days of such decision or action by delivering written notice of appeal to the Grantor. The Grantor shall be heard by a three-person arbitrational panel. The first arbitrator shall be chosen by the Grantor and the second arbitrator shall be chosen by the Grantee within ten (10) days of notice of the Grantor's selection. The third arbitrator shall be chosen by the first two arbitrators. The appeal shall be conducted in accordance with procedures established by the arbitration panel. The decision of the panel shall be final. The Grantee shall defray the full cost of the arbitration proceedings. In the event the Grantee fails or refuses to advance fee or costs as required by the arbitration panel, the appeal shall be forfeited. At the conclusion of arbitration, the arbitrators shall return to Grantee any unexpended balance.

(e) **Billing Disputes.** In the event a subscriber disputes a portion of their monthly service charge, the subscriber shall continue to pay the undisputed portion during the pendency of a complaint submitted under the provisions of this ordinance. Grantee shall not discontinue service during the pendency of such a complaint.

(f) **Remedies for Violations.** The Grantor or the Arbitrator panel may, as part of a subscriber complaint decision issued under the provisions of this section, impose damages on the Grantee as specified in Section 7.5-90(c).

(Ord. No. 1408, §1)

Sec. 7.5-63. Continuity of Service Mandatory

(a) Each subscriber shall have the right to continue receiving service if it honors its financial and other obligations to the Grantee. In the event that the Grantee elects to rebuild, modify, or sell the system, or the Grantor gives notice of intent to terminate or not to renew the franchise, the Grantee shall act so as to ensure that all subscribers receive service so long as the franchise remains in force.

In the event of a change of Grantee, or in the event a new operator acquires the system, the original Grantee shall cooperate with the Grantor, new Grantee or operator in maintaining continuity of service to all subscribers. During such period, Grantee shall be entitled to the revenues for any period during which it operates the system.

(b) In the event Grantee fails to operate the system for seven (7) consecutive days without prior approval or subsequent excuse by the Grantor, the Grantor may, at its option, operate the system or designate an operator until such time as Grantee restores service under conditions acceptable to the Grantor or a permanent operator is selected. If the Grantor should fulfill this obligation for the Grantee, then during such period as the Grantor fulfills such obligation, the Grantor shall be entitled to collect all revenues from the system, and the Grantee shall reimburse the Grantor for all reasonable costs or damages in excess of the revenues collected by the Grantor that are the result of the Grantee's failure to perform.

(Ord. No. 1408, §1)

Sec. 7.5-63. Identification of Employees

Every field representative of the Grantee shall be clearly identified on sight to the public as a representative of the Grantee. Every vehicle of the Grantee shall be similarly identified.

(Ord. No. 1408, §1)

Sec. 7.5-64. Rights of Individuals

(a) Grantee shall not deny service, deny access, or otherwise unlawfully discriminate against subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Grantee shall comply at all times with all other applicable federal, state and local laws and regulations, and all executive and administrative orders, relating to nondiscrimination, including without limitation Section 51 of the California Civil Code which is incorporated in this Section by reference.

(b) Grantee shall adhere to the applicable equal employment opportunity requirements of the FCC, state and local regulations, as now written or as amended from time to time.

(c) Neither Grantee, nor any person, agency, or entity shall, without the subscriber's consent, tap, or arrange for the tapping of any cable, line, signal input device, or subscriber outlet or receiver for any purpose except routing maintenance of the system, detection of unauthorized service, polling with audience participating, or audience viewing surveys to support advertising research regarding viewers where individual viewing behavior cannot be identified.

(d) In the conduct of providing its services or in pursuit of any collateral commercial enterprise resulting, Grantee shall take reasonable steps to prevent the invasion of a subscriber's or general citizen's right of privacy or other personal rights through the use of the system as such rights are delineated or defined by applicable law. Grantee shall not without lawful court order or other applicable valid legal authority utilize the system's interactive two-way equipment or capability for unauthorized personal surveillance of any subscriber or general citizen.

(e) No cable line, wire, amplified, converter, or other piece of equipment owned by Grantee shall be installed by Grantee in the subscriber's premises, other than in appropriate easements, without first securing any required consent. If a subscriber requests service, permission to install upon subscriber's property shall be presumed.

(f) The Grantee, or any of its agents or employees, shall not sell, or otherwise make available to any party without consent of the subscriber pursuant to state and federal privacy laws:

(1) Any list of the names and addresses of subscribers containing the names and addresses of subscribers who request in writing to be removed from such list; and

(2) Any list which identifies the viewing habits of individual subscribers, without the prior written consent of such subscribers. This does not prohibit the Grantee from providing composite ratings of subscriber viewing to any party.

(g) Upon Grantor's request, but no more than annually, Grantee shall submit to Grantor a report indicating the degree of compliance with the privacy provisions contained in this section and all steps taken to assure that the privacy rights of individuals have been protected.

(Ord. No. 1408, §1)