

Ordinance No. 119402

Council Bill No. 112574

Council Bill No. 112574, AN ORDINANCE related to cable television; amending SMC Ch. 21.60 by adding Customer service standards for cable customers (to be known as the "Cable Customer Bill of Rights"); amending SMC 21.60.050 to add administration of the Cable Customer Bill of Rights to the duties of the Office of Cable Communications; establishing two new positions; appropriating funds from the Cable Franchise SubFund of the General Fund; and amending the 1999 budget of the Executive Services Department; all by a three-fourths vote of the City Council.

CF No. _____

Date Introduced: <u>FEB 8 1999</u>		
Date 1st Referred:	To: (committee)	COMMITTEE OF WHOLE
Date Re - Referred: <u>FEB 8 1999</u>	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote:	
<u>3-15-99</u>	<u>8-0</u>	
Date Presented to Mayor:	Date Approved:	
<u>3-15-99</u>		
Date Returned to City Clerk:	Date Published:	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
	<u>29 APR</u>	
Date Vetoes by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle
Council Bill/Ordinance

2-16-99 Foll

2-22-99 Juv

3-1-99 Foll Co

3-15-99 Foll Co

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This file is complete and ready

Law Dept. Review

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: PODLODOWSKI
Councilmember

Committee Action:

2-16-99 Full Council: ~~B~~ Held 1 week 7-0
2-22-99 Full Council: Held 1 week -0
3-1-99 Full Council: Held to 3/15
3-15-99 Full Council: Passed 8-0
(Excused: Drago)

This file is complete and ready for presentation to Full Council. Committee: _____
(initial/date)

Law Dept. Review

OMP
Review

City Clerk
Review

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ORDINANCE 119402

AN ORDINANCE related to cable television; amending SMC Ch. 21.60 by adding Customer service standards for cable customers (to be known as the "Cable Customer Bill of Rights"); amending SMC 21.60.050 to add administration of the Cable Customer Bill of Rights to the duties of the Office of Cable Communications; establishing two new positions; appropriating funds from the Cable Franchise SubFund of the General Fund; and amending the 1999 budget of the Executive Services Department; all by a three-fourths vote of the City Council.

WHEREAS, pursuant to federal law, a franchising authority such as the City of Seattle may establish and enforce customer service requirements on a cable operator; and

WHEREAS, cable customers in Seattle should be able to expect competent, responsive service from cable operators providing services in the City pursuant to franchise agreements; and

WHEREAS, the City currently monitors customer complaints through its Office of Cable Communications; and

WHEREAS, the City has determined that many Seattle cable customers do not receive competent, responsive customer service; and

WHEREAS, the City has determined that cable customers should be afforded direct redress and compensation in the event that a cable operator cannot meet reasonable customer service standards;

Now, therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEATTLE:

Section 1. SMC Ch. 21.60 is amended by adding Subchapter II, Cable Customer Bill of Rights, as follows:

21.60.800 POLICY

The Cable Operator shall be permitted the option and autonomy to first resolve Customer complaints without delay and interference from the City.

Where a given complaint is not addressed by the Cable Operator to the Customer's satisfaction, the City may intervene. In addition, where a pattern of, or unremedied, noncompliance with the Standards is identified, the City may prescribe a cure and establish a 30 day deadline for implementation of the cure. If the noncompliance is not cured within 30 days, monetary sanctions will be imposed to encourage compliance.

These Standards are intended to be of general application; however, the Cable Operator shall be relieved of any obligations hereunder if it is unable to perform due to a region-wide natural emergency affecting a significant portion of the franchise area. The Cable Operator is free to exceed these Standards to the benefit of its Customers, and such shall be considered performance for the purpose of enforcing these Standards.

These Standards are supplementary to any Customer service requirements in any existing franchise agreements between a Cable Operator and the City. The provisions contained in this ordinance and in existing franchise agreements should be interpreted consistently wherever possible. Where this ordinance and any existing franchise agreement are inconsistent, the provisions of the franchise agreement will control for purposes of assessing fines, penalties and compliance with the City's franchise; however, for purposes of assessing credits, refunds, or other specific remedies under Schedule A hereto, the provisions of this ordinance control.

21.60.810 DEFINITIONS

When used in these Customer Service Standards (the "Standards"), the following words, phrases, and terms shall have the meanings given below.

"Cable Operator" shall mean any person providing cable services pursuant to a franchise agreement within any area of the City of Seattle, and such person's employees, agents, contractors, or subcontractors.

"City" shall mean the City of Seattle, Washington.

"Customer" shall mean any person who receives cable service of any sort from the Cable Operator.

"Customer Service Representative" ("CSR") shall mean any person employed by the Cable Operator to assist, or provide service to Customers, whether by answering public telephone lines, writing service or installation orders, answering Customers' questions, receiving and processing payments, or performing other Customer service-related tasks.

"Standard Installation" shall mean (1) for an unwired dwelling unit, an installation of cable service to the Customer's dwelling unit located up to 125 feet from the existing distribution system, plus additional inside wire and at least one outlet sufficient to receive cable services; and (2) for a prewired dwelling, the installation of cable service to the federal demarcation point located on the subscriber's property up to 125 feet from the Customer's property line, sufficient to receive cable services and where the prewired equipment will allow the cable system to meet all Federal Communications Commission (FCC) technical requirements.

1 "Non-Standard Installation" shall mean any installation of cable services that requires the
2 installation of facilities from a point more than 125 feet from the Customer's property line to:
3 (1) for a prewired dwelling unit, the federal demarcation point; or (2) for an unwired dwelling
4 unit, a point not less than 12 inches from the exterior wall of the dwelling unit; or (3) any
5 underground installation in an area where plant facilities are not underground; or (4) any
6 installation calling for multiple outlets in a dwelling unit; or (5) a commercial installation.

7
8 "Normal Business Hours" shall mean the hours of 8:00 a.m. to 7:00 p.m., Monday through
9 Friday, and 9:00 a.m. to 5:00 p.m., Saturday, excluding legal holidays.

10
11 "Normal Operating Conditions" shall mean service conditions within the control of the Cable
12 Operator. Those conditions that are not within the control of the Cable Operator include, but
13 are not limited to, natural disasters, civil disturbances, power outages, telephone network
14 outages, and severe or unusual weather conditions. Those conditions that are ordinarily within
15 the control of the Cable Operator include, but are not limited to, special promotions, pay-per-
16 view events, rate increases, regular peak or seasonal demand periods, and maintenance or
17 upgrade of the cable system.

18
19 **21.60.820 CUSTOMER SERVICE**

20
21 **A. Courtesy**

22
23 All employees of the Cable Operator shall be courteous, knowledgeable and helpful and shall
24 provide effective and satisfactory service in all contacts with Customers.

25
26 **B. Accessibility**

1 The Cable Operator shall provide at least one service center for each 75,000 Customers
2 served, located at a safe, visible site within its service area, that is handicapped accessible,
3 and located along mass transit routes. Except as otherwise approved by the City, all service
4 centers shall be open Monday through Friday from 8:00 a.m. to 7:00 p.m., and Saturdays
5 from 9:00 a.m. to 5:00 p.m., excluding legal holidays, and shall be fully staffed with CSRs
6 offering the following services to Customers who come to the service center: bill payment,
7 equipment exchange, processing of change of service requests, and response to Customer
8 inquiries and requests. The City may approve alternatives for service centers offering lesser
9 services, or that are within ten miles of its service area, at any site to which the public has
10 general access. The Cable Operator shall post a sign at each service center advising
11 Customers of its hours of operation and of the addresses and telephone numbers at which to
12 contact the City and the Cable Operator if the service center is not open at the times posted.
13 The Cable Operator shall provide free exchanges of faulty converters at the Customer's
14 address.

15
16 CSRs will be available to respond to Customer inquiries during Normal Business Hours. The
17 Cable Operator shall maintain local or toll free telephone access lines that shall be available
18 during Normal Business Hours for service/repair requests and billing inquiries.

19
20 The Cable Operator shall have dispatchers and technicians on call 24 hours a day, seven days
21 a week, including legal holidays, for emergency purposes.

22
23 The Cable Operator shall retain sufficient Customer Service Representatives and telephone
24 line capacity to ensure that telephone calls to service/repair and billing inquiry lines are
25 answered by a CSR within 30 seconds or less, and that any transfers are made within 30
26 seconds. These standards shall be met no less than 90 percent of the time, measured monthly
27 under Normal Operating Conditions.
28

The total number of calls receiving busy signals shall not exceed three percent of the total telephone calls. This standard shall be met 90 percent or more of the time, measured monthly under Normal Operating Conditions.

C. Responsiveness

1. Guaranteed Seven-Day Standard Installation

The Cable Operator shall complete all Standard Installations requested by Customers within seven business days after an order has been placed, unless otherwise requested by the Customer. If the Customer requests a Non-Standard Installation, or the Cable Operator determines that a Non-Standard Installation is required, the Cable Operator shall provide the Customer in advance with a total installation cost estimate and an estimated date of completion.

All underground cable drops from the curb to the home shall be buried at a depth of no less than twelve inches, and within no more than one calendar week from the initial installation, or at a time mutually agreed upon between the Cable Operator and the Customer.

2. Residential Installation Appointments

Customers requesting installation of cable service or service to an existing installation may choose any four-hour block of time for the installation appointment during Normal Business Hours. The Cable Operator may schedule service calls and other installation activities outside Normal Business Hours at the request of and for the convenience of the Customer.

1 The Cable Operator may not cancel an appointment with a Customer after 5:00 p.m. on the
2 day before the scheduled appointment.

3
4 The Cable Operator shall contact by telephone, mail, or in person, and maintain records of a
5 reasonable sample of its Customers within two weeks after installation to assure overall
6 Customer satisfaction with the work completed.

7
8 The Cable Operator shall be deemed to have responded to a request for service under the
9 provisions of this section when a technician arrives within the agreed upon time, and, if the
10 Customer is absent when the technician arrives, the technician leaves written notification of
11 arrival and return time, and a copy of that notification is kept by the Cable Operator. In such
12 circumstances, the Cable Operator shall contact the Customer within 48 hours.

13
14 If a Cable Operator representative fails to keep an appointment for any reason, the Cable
15 Operator will contact the Customer before the end of the scheduled appointment, and
16 reschedule the appointment at a time convenient for the Customer.

17
18 3. Residential Service Interruptions

19
20 In the event of system outages (loss of reception on all channels) resulting from Cable
21 Operator equipment failure affecting five or more Customers, the Cable Operator shall
22 correct such failure within two hours after the third Customer call is received.

23
24 The Cable Operator shall correct all other service interruptions resulting from Cable Operator
25 equipment failure within 24 hours.

1
2 All service outages and interruptions for any cause beyond the control of the Cable Operator
3 shall be corrected within 24 hours after the conditions beyond its control have been corrected.
4

5 4. TV Reception

6

7 The Cable Operator shall provide clear television reception that meets or exceeds technical
8 standards established by the United States Federal Communications Commission (FCC). The
9 Cable Operator shall render efficient service, make repairs promptly, and interrupt service
10 only for good cause and for the shortest time possible. Scheduled interruptions that the Cable
11 Operator anticipates will last more than four hours shall be preceded by at least 24 hour's
12 notice, and shall occur during periods of minimum use of the system, preferably between
13 midnight and 6:00 a.m.
14

15 If a Customer experiences poor video or audio reception attributable to the Cable Operator's
16 equipment, the Cable Operator shall repair the problem no later than the day following the
17 Customer call. If an appointment is necessary, the Customer may choose a four-hour block of
18 time during Normal Operating Hours. At the Customer's request, the Cable Operator shall
19 repair the problem at a later time convenient to the Customer.
20

21 5. Problem Resolution

22

23 The Cable Operator's CSRs shall have the authority to provide credit for interrupted service
24 or any of the other credits listed in Schedule A, to waive fees, to schedule service
25 appointments and to change billing cycles, where appropriate. Any difficulties that cannot be
26 resolved by the CSR shall be referred to the appropriate supervisor who shall contact the
27
28

Customer within four hours and resolve the problem within 48 hours or within such other time frame as is acceptable to the Customer and the Cable Operator.

6. Billing, Credits, Refunds, and Deposits

Cable Operator Customers will receive a clear and concise bill every month. The Cable Operator shall respond to a Customer's billing inquiry made by telephone within 48 hours, and to a written billing inquiry within two weeks after receiving it.

The Cable Operator shall allow at least 30 days from the beginning date of the applicable billing cycle for payment of a Customer's service bill for that period. If a Customer's service bill is not paid within that period of time the Cable Operator may apply an administrative fee to the Customer's account. If the Customer's service bill is not paid within 45 days of the beginning date of the applicable service period, the Cable Operator may perform a "soft" disconnect of the Customer's service. If a Customer's service bill is not paid within 52 days of the beginning date of the applicable service period, the Cable Operator may disconnect the Customer's service, provided it has provided 10 days notice to the Customer that such disconnection may result.

If a Customer requests disconnection of any or all services, billing for affected services shall end on the same day, or on the future date for which the disconnect is ordered. The Customer shall not be responsible for cable services delivered after the request. The Cable Operator must refund any credit balance owed the Customer, less any owed or disputed amounts, within 15 business days after the close of the Customer's billing cycle following the return of the equipment and request for disconnection. The Cable Operator shall issue a credit or refund to a Customer within 15 business days after the close of the billing cycle following the return of the equipment and request for disconnection.

Deposits shall accrue interest at a fair market rate. Within 10 days after termination of service, the Cable Operator shall repay any deposit with a statement showing accrued interest to the Customer, less any sums owed to the Cable Operator.

7. Treatment of Property Owner's Property

Trees and shrubs or other landscaping on a Customer's property that are damaged by the Cable Operator, or any employee or agent during installation or construction, shall be restored to their prior condition or replaced. Trees and shrubs shall not be removed without the prior permission of the owner or legal tenant of the property on which they are located.

The Cable Operator shall, at its own cost and expense, and in a manner approved by the property owner and the City, restore any property to as good condition as before the work causing such disturbance was initiated. The Cable Operator shall repair, replace or compensate a property owner for any damage resulting from the Cable Operator's installation, construction, service or repair activities.

Except in the case of an emergency involving public safety or service interruption to a large number of subscribers, the Cable Operator shall give reasonable notice to property owners or legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed; provided that in the case of construction operations such notice shall be delivered or provided at least 24 hours prior to entry. Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law. If damage is caused by Cable Operator activity, the Cable Operator shall reimburse the property owner 100% of the cost of the damage or replace the damaged property. For the installation of pedestals or other major

1 construction or installation projects, property owners shall also be notified by mail or door
2 hanger notice at least one week in advance. In the case of an emergency, the Cable Operator
3 shall attempt to contact the property owner or legal tenant in person, and shall leave a door
4 hanger notice in the event personal contact is not made.

5
6 The Cable Operator shall clean all areas surrounding any work site and ensure that all cable
7 materials have been disposed of properly.

8
9 **D. Services for Customers with Disabilities**

10
11 For any Customer with a disability, the Cable Operator shall at no charge deliver and pick up
12 converters at Customer's homes. In the case of a malfunctioning converter, the technician
13 shall provide another converter, hook it up and ensure that is working properly, and shall
14 return the defective converter to the Cable Operator.

15
16 The Cable Operator shall provide TDD service with trained operators who can provide every
17 type of assistance rendered by the Cable Operator's CSR for any hearing-impaired Customer
18 at no charge.

19
20 The Cable Operator shall provide free use of a converter remote control unit to mobility-
21 impaired Customers.

22
23 Any Customer with a disability may request the special services described above by
24 providing the Cable Operator with a letter from the Customer's physician stating the need, or
25 by making the request to the Cable Operator's installer or service technician, where the need
26 for the special services can be visually confirmed.

E. Customer Information

Upon installation, and at any time the Customer may request, the Cable Operator shall provide the following information, in clear, concise written form:

Products and services offered by the Cable Operator, including its channel lineup;

The Cable Operator's prices and options for programming services, conditions of subscription to programming and other services, and policies concerning changes in services offered, notification of changes, disconnection and service downgrades;

These Standards, with Schedule A, and any other applicable customer service standards;

Installation and service maintenance policies, including the Customer's responsibilities for equipment;

Instruction on the use of cable TV service and on standard VCR hookups;

Channel positions of programming;

Billing and complaint procedures, including the address and telephone number of the Cable Operator's offices, the Cable Operator's policies on deposits and credit balances, returned check charges, refunds for disruption of service or poor reception, and telephone numbers and descriptions of services of the FCC and the City's Office of Cable Communications;

Policies concerning protection of Customer privacy;

1
2 Use and availability of parental control/lock out device;

3
4 Special services for Customers with disabilities;

5
6 Days, times of operation, and locations of the service centers.

7
8 A sample of all notices provided to the Customer shall be filed (by fax acceptable)
9 concurrently with the City.

10
11 The Cable Operator shall provide Customers with written notification of any changes in
12 programming, services or channel positions as soon as possible in writing and, when it
13 becomes technologically feasible, through announcements on the cable system. Customers
14 shall be given a description of the changes, their options (including costs) for changing
15 services they receive, phone number for questions and effective date. Notice must be given to
16 Customers a minimum of 30 days in advance of such changes if the change is within the
17 control of the Cable Operator. In addition, the Cable Operator shall notify Customers 30 days
18 in advance of any significant changes in the other information required by the preceding
19 subsection. Channel lineup changes that result from a Cable Operator's rebuild of its cable
20 system are exempt from the 30 day notice requirement.

21
22 All officers, agents, and employees of the Cable Operator, its contractors and subcontractors
23 who are in personal contact with cable Customers shall have visible identification cards
24 bearing their name and photograph as approved by the City. The Cable Operator shall
25 account for all identification cards at all times. Every vehicle of the Cable Operator shall be
26 clearly visually identified to the public as working for the Cable Operator. All CSRs shall
27
28

1 identify themselves orally to callers immediately following the greeting during each
2 telephone contact with the public.

3
4 All CSRs, technicians and employees of the Cable Operator in every contact with a Customer
5 shall state the estimated cost of the service, repair, or installation orally prior to delivery of
6 the service or before any work is performed, and shall provide the Customer with an oral
7 statement of the total charges before terminating the telephone call or before leaving the
8 location at which the work was performed.

9
10 All promotional materials advertising cable services shall accurately disclose price terms.
11 For non-automated orders, the CSRs shall make clear the price of pay-per-view and pay per
12 event programming before an order is taken. The Cable Operator shall distribute promotional
13 material in multi-unit buildings only with the approval of the building owner. The Cable
14 Operator shall not condition the provision of cable services on the receipt of such approval.

15
16 The Cable Operator shall not charge Customers for any services that they have not
17 affirmatively requested, provided that this subsection shall not prevent a Cable Operator from
18 adding programming to an existing tier.

19
20
21 **F. Customer Privacy**

22
23 The Cable Operator shall not monitor cable television signals to determine the individual
24 viewing patterns or practices of any Customer without prior written consent from that
25 Customer, except as otherwise permitted by the applicable franchise, and by federal law.
26
27
28

1 The Cable Operator shall not sell or otherwise make available Customer lists or other
2 personally identifiable Customer information without prior written Customer consent, except
3 as otherwise permitted by the applicable franchise and by federal law. The Cable Operator is
4 permitted to disclose such information if such disclosure is necessary to render, or conduct, a
5 legitimate business activity related to a cable service or other service provided by the Cable
6 Operator to its Customers.

7 8 **G. Safety**

9
10 The Cable Operator shall install and locate its facilities, cable system, and equipment in
11 compliance with all federal, state, local, and company safety standards, and in such manner as
12 shall not unduly interfere with or endanger persons or property. Whenever the Cable
13 Operator receives notice that an unsafe condition exists with respect to its equipment, the
14 Cable Operator shall investigate such condition immediately, and shall take such measures as
15 are necessary to remove or eliminate any unsafe condition.

16 17 **H. Satisfaction Guaranteed**

18
19 The Cable Operator shall guarantee Customer satisfaction for every Customer who requests
20 new installation of cable service or adds any additional programming service to the
21 Customer's cable subscription. Any such Customer who add basic or expanded basic service
22 to his or her account, and then requests disconnection within 30 days, shall receive a credit to
23 his/her account in the amount of one month's subscription charge for the service that has been
24 disconnected.

25 26 **21.60.830 COMPLAINT PROCEDURE**

A. Complaints to the Cable Operator

The Cable Operator shall establish written procedures for receiving, acting upon, and resolving Customer complaints, and crediting Customer accounts in accordance with Schedule A: "Credits to Customers", which Schedule is incorporated herein, and shall publicize such procedures through printed documents at the Cable Operator's sole expense.

Said written procedures shall prescribe a simple manner in which any Customer may submit a complaint by telephone or in writing to the Cable Operator that it has violated any provision of these Customer Service Standards, any terms or conditions of the Customer's contract with the Cable Operator, or reasonable business practices.

At the conclusion of the Cable Operator's investigation of a Customer complaint, but in no more than 15 calendar days after receiving the complaint, the Cable Operator shall notify the Customer of the results of its investigation and its proposed action or credit.

The Cable Operator shall also notify the Customer of the Customer's right to file a complaint with the City in the event the Customer is dissatisfied with the Cable Operator's decision, and shall thoroughly explain the necessary procedures for filing such complaint with the City.

The Cable Operator's complaint procedures shall be filed with and approved by the City prior to implementation.

B. Security Fund

Within 30 days of the effective date of these standards or the effective date of any franchise granted by the City, whichever occurs first, the Cable Operator shall deposit with an escrow

1 agent approved by the City a security deposit of fifty cents per Customer. The escrowed
2 funds shall constitute the "Security Funds" for ensuring compliance with these standards for
3 the benefit of the City. The escrowed funds shall be reviewed and maintained annually by the
4 Cable Operator at the level of fifty cents per Customer per year, and will be replenished
5 within 14 days in the event that amounts are withdrawn.

6
7 The Security Fund shall serve as security for the payment of any penalties, fees, charges or
8 credits as provided for herein and for the performance by the Cable Operator of all its
9 obligations under these Customer Service Standards.

10
11 The rights reserved to the City with respect to the Security Fund are in addition to all other
12 rights of the City, whether reserved by any applicable franchise agreement or authorized by
13 law, and no action, proceeding or exercise of a right with respect to same shall in any way
14 affect, or diminish, any other right the City may otherwise have.

15
16
17 **C. Complaints to the City.**

18
19 Any Customer who is dissatisfied with any proposed decision of the Cable Operator or who
20 has not received a decision within the 15 day period as required shall be entitled to have the
21 complaint reviewed by the City.

22
23 The Customer may initiate the review either by calling the City or by filing a written
24 complaint, by letter or in electronic form, together with the Cable Operator's written decision,
25 if any, with the City.

1 The Customer shall make such filing and notification within 20 days of receipt of the Cable
2 Operator's decision or, if no decision has been provided, within 30 days after filing the
3 original complaint with the Cable Operator.

4
5 If the City decides that further evidence is warranted, the City may require the Cable Operator
6 and the Customer to submit, within 10 days of notice thereof, a written statement of the facts
7 and arguments in support of their respective positions.

8
9 The Cable Operator and the Customer shall produce any additional evidence, including any
10 reports from the Cable Operator, which the City may deem necessary to an understanding and
11 determination of the complaint.

12
13 The City shall issue a determination within 15 days after examining the materials submitted,
14 setting forth the basis for its determination.

15
16 The City may extend these time limits for reasonable cause and may intercede and attempt to
17 negotiate an informal resolution.

18
19 If the City determines that the Customer's complaint is valid and that the Cable Operator did
20 not provide the complaining Customer with the proper solution and/or credit, the City may
21 reverse any decision of the Cable Operator in the matter and/or require the Cable Operator to
22 grant a specific solution as determined by the City in its sole discretion, and/or any credit
23 provided for in these standards; or the City may provide the Customer with the amount of the
24 credit (as set forth in Schedule A) by means of a withdrawal from the Security Fund.

25
26 **D. Verification of Compliance**

1 The Cable Operator shall maintain, in a manner consistent with the privacy rights of
2 Customers, an accurate and comprehensive file of (1) any and all complaints regarding the
3 cable system or the Cable Operator's operation of the cable system, by number and type and
4 their disposition; (2) service requests, identifying the number and nature of the requests and
5 their disposition; (3) service interruptions and their disposition; and (4) required Cable
6 Operator contacts with Customers after installation.

7
8 The Cable Operator shall provide the City an executive summary each quarter, which
9 summarizes the above information. The Cable Operator shall permit the City to review and
10 audit the information at any time during normal business hours upon reasonable notice.
11

12 13 **E. Overall Quality of Service**

14
15 The City may evaluate the overall quality of Customer service provided by the Cable
16 Operator to Customers, in conjunction with any performance review provided for in the
17 franchise agreement; or at any other time, at its sole discretion, based on the number of
18 Customer complaints received directly by the City or reported by the Cable Operator in its
19 quarterly reports.
20

21 **F. Non-Compliance with Customer Service Standards**

22 Non-compliance with any provision of these standards is a violation of these Standards.
23

24 **G. Procedure for Remedying Violations**

25
26 If the City has reason to believe that the Cable Operator has failed to comply with any of
27 these Standards, or has failed to perform in a timely manner, the City may demand in writing
28

that the Cable Operator remedy the alleged noncompliance. If the alleged noncompliance is denied or not remedied to the satisfaction of the City, the City may opt to follow the procedures set forth in individual franchise agreements.

H. Notice

At the City's request, the Cable Operator shall include on its billing statement, in a clear and conspicuous manner, information on how to contact the City's Office of Cable Communications. At the City's discretion, such information may include, but shall not be limited to, the address, telephone number and e-mail address of the Office of Cable Communications.

At least annually, the Cable Operator shall notify its Customers through a bill insert of the existence, location and function of the City's Office of Cable Communications, and shall provide a summary of this ordinance and the remedies and procedures available to its Customers.

SCHEDULE A - CREDITS TO CUSTOMERS

STANDARDS OF CUSTOMER SERVICE	MINIMUM COMPENSATION FOR NONCOMPLIANCE
<u>COURTESY</u>	
All Cable Operator employees of shall be friendly, knowledgeable and helpful in their services.	\$5.00 credit to Customer account.

RESPONSIVENESS

Guaranteed 7-Day Residential Installation

Cable Operators shall complete Standard Installations requested by a Customer within seven business days after order has been placed.	Free installation, or one month's basic service, if the fee has been waived for promotional reasons.
Cable Operator shall provide Customers seeking Non-Standard Installations with a total installation cost estimate and an estimated date of completion.	Free installation, or one month's basic service, if the fee has been waived for promotional reasons.
All underground cable drops shall be buried no less than 12 inches deep and work shall be completed in no more than three working days from the installation.	\$5.00 credit to Customer's account.

Residential Installation Appointments

All Cable Operator Customers wanting installation of cable may choose any four-hour time block during normal business hours.	\$10.00 credit to Customer account.
The Cable Operator may not cancel an appointment with a Customer after 5:00 p.m. on the day before the scheduled appointment.	\$10.00 credit to Customer account, in addition to any guarantees offered by the Cable Operator.
If a Cable Operator cannot make an appointment for any reason, the Cable Operator shall contact the Customer before the end of the scheduled appointment and reschedule at the convenience of the Customer.	\$10.00 credit to Customer account, in addition to any guarantees offered by the Cable Operator.
If a Cable Operator technician arrives within the agreed upon time, and the Customer is absent, the	\$5.00 credit to Customer account.

1	technician shall leave written notification of arrival	
2	and return time, and the Cable Operator shall contact	
3	the Customer within forty-eight hours to reschedule.	
4	Residential Service Interruptions	
5	System outages resulting from Cable Operator	One day's free service for each 24-
6	equipment failure affecting five or more Customers	hour delay for affected Customers.
7	shall be corrected within two hours after the third	
8	Customer call is received.	
9	All other interruptions resulting from Cable Operator	One day's free service for each 24-
10	equipment failure shall be corrected within 24 hours.	hour delay for affected Customers.
11	All service outages or interruptions beyond the	One day's free service for each 24-
12	control of Cable Operators shall be corrected within	hour delay for affected Customers.
13	24 hours after the Cable Operator regains control.	
14	TV Reception Difficulties	
15	All Cable Operators shall make repairs promptly, and	One day's free service for each 24-
16	interrupt service only for good cause, during periods	hour delay for affected Customers.
17	of minimum use of the system, and for no more than	
18	24 hours, except where unavoidable.	
19	All Cable Operators shall provide clear television	One day's free service for each 24
20	reception that meets or exceeds FCC technical	hour period that reception falls below
21	standards.	FCC standards for affected Customers.
22	If a Customer experiences poor video or audio	One day's free service for each 24-
23	reception due to Cable Operator equipment, the Cable	hour delay for affected Customers.
24	Operator shall repair the problem no later than the	
25	next day, unless otherwise agreed to with the	
26	Customer.	
27	Problem Resolution	
28		

1	All Cable Operators Customer Service	\$5.00 credit to Customer account.
2	Representatives shall be able to provide credit, waive	
3	fees, schedule appointments and change billing	
4	cycles. Any difficulties that cannot be resolved by	
5	the Customer service representatives shall be referred	
6	to a supervisor who shall contact the Customer within	
7	24 hours.	
8	In the case of difficulties that cannot be resolved, the	\$5.00 credit to the Customer account.
9	supervisor shall contact the Customer within 4 hours	
10	and resolve the problem within 48 hours or within	
11	such other time frame as is acceptable to the	
12	Customer and the Cable Operator.	
13	Billing. Credits and Refunds	
14		
15	Cable Operator Customers shall receive a clear and	\$5.00 credit to Customer account.
16	concise bill monthly. The Cable Operator shall	
17	respond to a Customer's billing inquiry made by	
18	telephone within 48 hours, and to a written billing	
19	inquiry within 2 weeks after receiving it.	
20	All Cable Operators shall allow 30 days from the	\$5.00 credit to Customer account.
21	beginning date of the applicable billing cycle before	
22	imposing an administrative fee. If the bill is not paid	
23	within 45 days from the beginning date of the	
24	applicable service period, the Cable Operator may	
25	perform a "soft" disconnect.	
26		
27	If a Customer's bill is not paid within 52 days of the	\$5.00 credit to Customer account.
28	beginning date of the applicable service period, the	

1 2 3 4	Cable Operator may disconnect the Customer's service, but only upon showing that it has provided 10 day's notice to the Customer that such disconnect may result.	
5 6 7 8 9 10 11 12	If a Customer requests disconnection of any or all services, billing for affected services shall end on the same day, or on the future date for which the disconnect is ordered. All Cable Operators shall issue a credit or refund within 15 business days after the close of the Customer's billing cycle following the return of the equipment and request for disconnection.	\$5.00 credit to Customer account, or refund if the Customer's account has closed.
13 14 15 16 17 18	Deposits shall accrue interest at a fair market rate. Within fifteen business days after termination of service for any reason, the Cable Operator shall repay any deposit with a statement showing accrued interest to the Customer, less any sums owed to the Cable Operator.	\$5.00 credit to Customer account, or refund if the Customer's account has closed.
19	Respectful Treatment of Customer's Property	
20		
21 22	Cable Operators shall replace trees or shrubs damaged during installation on the Customer's property.	\$10.00 credit plus any additional repairs or reimbursement.
23 24	Cable Operators shall restore any damaged property to the same conditions it was before damage occurred.	\$10.00 credit plus any additional repairs or reimbursement.
25 26 27 28	Cable Operators will give notice to property owners before entering premises, specifying the work to be done. In the event of an emergency, the Cable Operator shall attempt to contact the property owner	\$10.00 credit plus any additional repairs or reimbursement.

1	or legal tenant in person, and shall leave a door	
2	hanger notice in the event personal contact is not	
3	made.	
4	All Cable Operator personnel shall clean up the area	\$10.00 credit plus any additional
5	surrounding a work site and properly dispose cable	repairs.
6	materials.	
7	<u>SERVICES FOR CUSTOMERS WITH</u>	
8	<u>DISABILITIES</u>	
9	All Cable Operators will deliver and pick up	\$5.00 credit to Customer account.
10	converters at the home of Customers with disabilities.	
11	In the case of a malfunctioning converter, the	
12	technician shall provide another converter, hook it up	
13	and ensure that it is working properly, and shall return	
14	the defective converter to the Cable Operator.	
15	All Cable Operators will provide TDD service	\$5.00 credit to Customer account.
16	through trained operators who can provide any	
17	assistance regularly available from a CSR at no	
18	charge.	
19	Cable Operators will install, at no charge, any closed	\$5.00 credit to Customer account.
20	captioning device purchased by a hearing-impaired	
21	Customer.	
22	Cable Operators will provide free use of a converter	\$5.00 credit to Customer account, and
23	remote control unit to mobility-impaired Customers.	provision of remote control unit.
24	<u>CUSTOMER INFORMATION</u>	
25	Upon installation, or at a Customers request, Cable	Provide Customer with the requested
26	Operators will provide the following requested	information.
27	information and credit information:	
28		

1	a. Products and services offered;	
2	b. Complete range of service options and prices;	
3	c. Customer service standards;	
4	d. Instruction on use of cable TV service and on	
5	standard VCR hookups;	
6	e. Billing, collection and disconnect policies;	
7	f. Customer privacy requirements;	
8	g. Complaint procedure, containing the City or	
9	the designated agency to whom the complaints should	
10	be addressed;	
11	h. Use and availability of A/B switch;	
12	i. Use and availability of parental control/lock-	
13	out device;	
14	j. Special services for Customers with visual,	
15	hearing or mobility disabilities;	
16	k. Days, times of operation, and locations of the	
17	service centers.	
18	Cable Operators shall provide Customers with written	\$5.00 credit to Customer account for
19	notification of any change in rates, programming, or	each affected Customer.
20	channels at least 30 days before the date of the	
21	change.	
22	Every employee of Cable Operators in contact with	\$5.00 credit to Customer account.
23	Customers will have visible an identification card	
24	with their name and photograph.	
25	All CSRs shall identify themselves orally to callers	\$5.00 credit to Customer account.
26	immediately following the greeting during each	
27	telephone contact with the public.	

1	Each CSR, technician, or employee of the Cable	\$5.00 credit to Customer account.
2	Operator in each contact with a Customer shall state	
3	the estimated cost of the service, repair, or installation	
4	orally prior to delivery of the service or before any	
5	work is performed, and shall provide the Customer	
6	with an oral statement of the total charges before	
7	terminating the telephone call or before leaving the	
8	location at which the work was performed.	
9	<u>CUSTOMERS PRIVACY</u>	
10	Cable Operators will not monitor the cable television	The Customer has the choice of either
11	signals to determine viewing patterns of a Customer	a check for at least \$100.00, or a credit
12	without prior written Customer consent.	to Customer account in the same
13		amount.
14	Cable Operators will not sell or make available	\$5.00 credit to each affected
15	Customer lists or other personally identifiable	Customer.
16	Customer information other than as expressly	
17	provided in a franchise agreement.	
18	<u>SAFETY</u>	
19	When the Cable Operator receives notice that an	At least \$25.00 a day for each 24-hour
20	unsafe condition exists with respect to its equipment,	delay in responding to Customer
21	the Cable Operator shall investigate such condition	safety concerns.
22	immediately, and shall take such measures as are	
23	necessary to remove or eliminate any unsafe	
24	condition.	
25	<u>SATISFACTION GUARANTEED</u>	
26	Cable Operators will guarantee Customer satisfaction	The Customer will have the
27	for every Customer who requests basic or expanded	opportunity to cancel basic or
28		

basic cable service.

expanded service within thirty days
after activation at no charge.

Section 2. SMC 21.60.050 is hereby amended as follows:

**21.60.050 Office of Cable
Communications—Duties**

The duties of the Office of Cable Communications are as follows:

- A. To process applications for the granting or renewal of franchises;
- B. To furnish the Council information, recommendations and technical assistance in connection with granting and renewing franchises;
- C. To process applications for approval of initial or increased subscriber rates and to participate in rate hearings;
- D. To investigate administer the City's Cable Customer Bill of Rights, including investigating subscriber complaints, and to resolve them by conciliation where possible; auditing compliance with Customer Service Standards, and requiring payment of rebates as authorized in the Cable Customer Bill of Rights;
- E. To review generally the adherence by grantees to the terms of their respective franchises and to regulations of the Federal Communications Commission;
- F. To serve as liaison for the distribution of information among public agencies, private firms, and individual property owners with respect to: (1) the undergrounding of utility wires, (2) leasing of poles and pole space, and (3) the scheduling of construction whenever such undergrounding, leasing or construction affects existing or potential CATV facilities, whether or not the public improvement involved is limited in scope to the undergrounding of overhead wiring;
- G. To promote the use of cable communications, the use of local government, education and public access channels, the procurement of grant funds to satisfy such uses, and community involvement in the formulation of City policy with respect to Cable Communications; and
- H. To furnish to the Advisory Board such information and such staff, secretarial and other assistance as the Advisory Board may require to carry out its duties.

Section 3. The expenditure allowance in the 1999 budget of the Executive Services Department, Technology Division (SFMS Code A44) is increased by the amount of One Hundred Twenty Four Thousand Three Hundred Forty Dollars (\$124,340) for the purpose of implementing the Customer Service Bill of Rights, and auditing the compliance of Cable Operators with Customer service standards in their franchise agreements with the City. For this purpose and as part of the above appropriation, the sum of One Hundred Twenty Four Thousand Three Hundred Forty Dollars (\$124,340) is appropriated from the Cable Television Franchise Sub-Fund of the General Fund.

Section 4. One position of Senior Management Systems Analyst at pay range 37.5A and one position of Management Systems Analyst, Assistant at pay range 29.5A are hereby established in the Executive Services Department. The Executive Services Director is hereby authorized to fill these positions subject to civil service laws and rules and to pay the compensation authorized

herein.

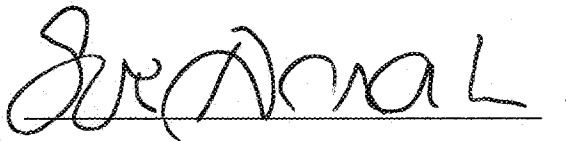
Section 5. The Office of Cable Communications shall submit procedures to implement this ordinance to the City Council's Public Safety, Health and Technology Committee within 60 days of the effective date of this ordinance

Section 6. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 7. The foregoing appropriation is made to meet actual necessary expenditures of the City for which insufficient appropriation has been made due to causes which could not reasonably have been foreseen at the time of the adoption of the 1999 budget;

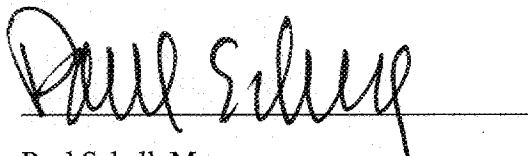
Now, Therefore, in accordance with RCW 35.32A.060, by reason of the facts above stated, this ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 15th day of March, 1999, and signed by
me in open session in authentication of its passage this 15th day of March,
1999.



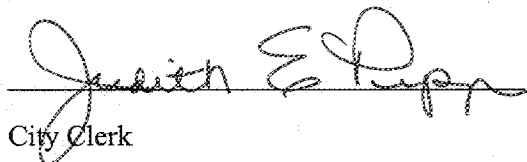
President of the City Council

Approved by me this 22nd day of March, 1999.



Paul Schell, Mayor

Filed by me this 23rd day of March, 1999.



City Clerk

(SEAL)

ORDINANCE _____

AN ORDINANCE related to cable television;, amending SMC Ch. 21.60 by adding Customer service standards for cable customers (to be known as the "Cable Customer Bill of Rights"); amending SMC 21.60.050 to add administration of the Cable Customer Bill of Rights to the duties of the Office of Cable Communications; establishing two new positions; appropriating funds from the Cable Franchise SubFund of the General Fund; and amending the 1999 budget of the Executive Services Department; all by a three-fourths vote of the City Council.

WHEREAS, pursuant to federal law, a franchising authority such as the City of Seattle may establish and enforce customer service requirements on a cable operator; and

WHEREAS, cable customers in Seattle should be able to expect competent, responsive service from cable operators providing services in the City pursuant to franchise agreements; and

WHEREAS, the City currently monitors customer complaints through its Office of Cable Communications; and

WHEREAS, the City has determined that many Seattle cable customers do not receive competent, responsive customer service; and

WHEREAS, the City has determined that cable customers should be afforded direct redress and compensation in the event that a cable operator cannot meet reasonable customer service standards; Now, therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEATTLE:

Section 1. SMC Ch. 21.60 is amended by adding Subchapter II, Cable Customer Bill of Rights, as follows:.

21.60.800 POLICY

1 The Cable Operator shall be permitted the option and autonomy to first resolve citizen
2 complaints without delay and interference from the City.

3
4 Where a given complaint is not addressed by the Cable Operator to the citizen's satisfaction, the
5 City may intervene. In addition, where a pattern of, or unremedied, noncompliance with the
6 Standards is identified, the City may prescribe a cure and establish a 30 day deadline for
7 implementation of the cure. If the noncompliance is not cured within 30 days, monetary
8 sanctions will be imposed to encourage compliance.

9
10 These Standards are intended to be of general application; however, the Cable Operator shall be
11 relieved of any obligations hereunder it is unable to perform due to a region-wide natural
12 emergency affecting a significant portion of the franchise area. The Cable Operator is free to
13 exceed these Standards to the benefit of its Customers, and such shall be considered performance
14 for the purposes of enforcing these Standards.

15
16 These Standards are supplementary to Customer service requirements in any existing franchise
17 agreement between a Cable Operator and the City. The provisions contained in this ordinance
18 and in existing franchise agreement should be interpreted consistently wherever possible. Where
19 this ordinance and any existing franchise agreement are inconsistent, the provisions of the
20 franchise agreement will control for purposes of assessing fines, penalties and compliance with
21 the City's franchise; however, for purposes of assessing Customer credits, refunds, or other
22 Customer specific remedies under Schedule A hereto, the provisions of this ordinance control.

23
24 **21.60.810 DEFINITIONS**

25
26 When used in these Customer Service Standards (the "Standards"), following words, phrases,
27 and terms shall have the meanings given below.
28

1
2
3 "Cable Operator" shall mean any person providing cable services pursuant to a franchise
4 agreement within any area of the City of Seattle, and such person's employees, agents,
5 contractors, or subcontractors.

6
7 "City" means The City of Seattle, Washington.

8
9 "Customer" shall mean any person who receives cable service of any sort from the Cable
10 Operator.

11
12 "Customer Service Representative" ("CSR") shall mean any person employed by the Cable
13 Operator to assist, or provide service to, Customers, whether by answering public telephone
14 lines, writing service or installation orders, answering Customers' questions, receiving and
15 processing payments, or performing other Customer service-related tasks.

16
17 "Standard Installation" means (1) for an unwired dwelling unit, an installation of cable service to
18 the Customer's dwelling unit located up to 125 feet from the existing distribution system, plus
19 additional inside wire and at least one outlet sufficient to receive cable services; and (2) for a
20 prewired dwelling, the installation of cable service to the federal demarcation point located on
21 the subscriber's property up to 125 feet from the Customer's property line, sufficient to receive
22 cable services and where the prewired equipment will allow the cable system to meet all FCC
23 technical requirements.

24
25 "Non-Standard Installation" means any installation of cable services that requires the installation
26 of facilities from a point more than 125 feet from the Customer's property line to: (1) for a
27 prewired dwelling unit, the federal demarcation point; or (2) for an unwired dwelling unit, a
28

1 point not less than 12 inches from the exterior wall of the dwelling unit; or any underground
2 installation in an area where plant facilities are not underground; or (3) any installation calling
3 for multiple outlets in a dwelling unit; or (5) a commercial installation.

4
5 "Normal Business Hours" means the hours of 8:00 a.m. to 7:00 p.m., Monday through Friday,
6 and 9:00 a.m. to 5:00 p.m., Saturday, excluding legal holidays.

7
8 "Normal Operating Conditions" means service conditions within the control of the Cable
9 Operator. Those conditions that are not within the control of the Cable Operator include, but are
10 not limited to, natural disasters, civil disturbances, power outages, telephone network outages,
11 and severe or unusual weather conditions. Those conditions that are ordinarily within the control
12 of the Cable Operator include, but are not limited to, special promotions, pay per view events,
13 rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable
14 system.

21.60.030 CUSTOMER SERVICE



A. Courtesy

16
17
18 All employees of the Cable Operator shall be courteous, knowledgeable and helpful and shall
19 provide effective and satisfactory service in all contacts with Customers.

B. Accessibility

20
21
22
23 The Cable Operator shall provide at least two Customer service centers/business offices
24 ("service centers") located at safe, visible sites within its service area, that are handicapped
25 accessible, and located along mass transit routes. Except as otherwise approved by the City, all
26 service centers shall be open Monday through Friday from 8:00 a.m. to 7:00 p.m., and Saturdays
27 from 9:00 a.m. to 5:00 p.m., excluding legal holidays, and shall be fully staffed with Customer
28

1 service representatives offering the following services to Customers who come to the service
2 center: bill payment, equipment exchange, processing of change of service requests, and
3 response to Customer inquiries and requests. The City may approve alternatives for service
4 centers offering lesser services at any site to which the public has general access. The Cable
5 Operator shall post a sign at each service center advising Customers of its hours of operation and
6 of the addresses and telephone numbers at which to contact the City and the Cable Operator if
7 the service center is not open at the times posted. The Cable Operator shall provide free
8 exchanges of faulty converters at the Customer's address.

9
10 Customer Service Representatives will be available to respond to Customer inquiries during
11 Normal Business Hours. The Cable Operator shall maintain local or toll free telephone access
12 lines that shall be available during Normal Business Hours for service/repair requests and billing
13 inquiries.

14
15 The Cable Operator shall have dispatchers and technicians on call 24 hours a day, 7 days a week,
16 including legal holidays, for emergency purposes.

17
18 The Cable Operator shall retain sufficient Customer Service Representatives and telephone line
19 capacity to ensure that telephone calls to service/repair and billing inquiry lines are answered by
20 a Customer service representative within 30 seconds or less, and that any transfers are made
21 within 30 seconds. These standards shall be met no less than 90 percent of the time, measured
22 monthly under Normal Operating Conditions.

23
24 The total number of calls receiving busy signals shall not exceed 3% of the total telephone calls.
25 This standard shall be met 90 percent or more of the time, measured monthly under Normal
26 Operating Conditions.

C. Responsiveness

1. Guaranteed Seven-Day Standard Installation

The Cable Operator shall complete all Standard Installations requested by Customers within 7 business days after an order has been placed, unless otherwise requested by the Customer. If the Customer requests a Non-Standard Installation, or the Cable Operator determines that a Non-Standard Installation is required, the Cable Operator shall provide the Customer in advance with a total installation cost estimate and an estimated date of completion.

All underground cable drops from the curb to the home shall be buried at a depth of no less than twelve inches (12"), and within no more than one calendar week from the initial installation, or at a time mutually agreed upon between the Cable Operator and the Customer.

2. Residential Installation Appointments

Customers requesting installation of cable service or service to an existing installation may choose any four hour block of time for the installation appointment during Normal Business Hours. The Cable Operator may schedule service calls and other installation activities outside Normal Business Hours at the request of and for the convenience of the Customer. The Cable Operator may not cancel an appointment with a Customer after 5:00 p.m. on the day before the scheduled appointment.

The Cable Operator shall contact by telephone, mail, or in person, every Customer within 2 weeks after installation to assure the Customer's satisfaction with the work completed. All Responses shall be recorded, and provided to the City upon request.

1 The Cable Operator shall be deemed to have responded to a request for service under the
2 provisions of this section when a technician arrives within the agreed upon time, and, if the
3 Customer is absent when the technician arrives, the technician leaves written notification of
4 arrival and return time, and a copy of that notification is kept by the Cable Operator. In such
5 circumstances, the Cable Operator shall contact the Customer within forty-eight (48) hours.

6
7 If a Cable Operator representative fails to keep an appointment for any reason, the Cable
8 Operator will contact the Customer before the end of the scheduled appointment, and reschedule
9 the appointment at a time convenient for the Customer.

10
11 3. Residential Service Interruptions

12
13 In the event of system outages (loss of reception on all channels) resulting from Cable Operator
14 equipment failure affecting 5 or more Customers, the Cable Operator shall correct such failure
15 within 2 hours after the 3rd Customer call is received.

16
17 All other service interruptions resulting from Cable Operator equipment failure shall be
18 corrected by the Cable Operator within twenty four hours.

19
20 The Cable Operator shall keep an accurate and comprehensive file of any and all complaints
21 regarding the cable system or its operation of the cable system, in a manner consistent with the
22 privacy rights of Customers, and the Cable Operator's actions in response to those complaints.
23 These files shall remain open to the City and the public during normal business hours. The
24 Cable Operator shall provide the Franchise Authority an executive summary each quarter, which
25 shall include information concerning Customer complaints. A summary of service requests,
26 identifying the number and nature of the requests and their disposition, shall also be completed
27 by the Cable Operator for each month and submitted to the City by the tenth (10th) day of the
28

1 succeeding month. A log of all service interruptions shall be maintained and provided to the
2 City on a quarterly basis.

3
4 All service outages and interruptions for any cause beyond the control of the Cable Operator
5 shall be corrected within 24 hours after the conditions beyond its control have been corrected.
6

7 4. TV Reception

8
9 The Cable Operator shall provide clear television reception that meets or exceeds technical
10 standards established by the United States Federal Communications Commission (the "FCC").
11 The Cable Operator shall render efficient service, make repairs promptly, and interrupt service
12 only for good cause and for the shortest time possible. Scheduled interruptions that the Cable
13 Operator anticipates will last more than four hours shall be preceded by at least 24 hour's notice,
14 and shall occur during periods of minimum use of the system, preferably between midnight and
15 six a.m.
16

17 If a Customer experiences poor video or audio reception attributable to the Cable Operator's
18 equipment, the Cable Operator shall repair the problem no later than the day following the
19 Customer call. If an appointment is necessary, Customer may choose a four hour block of time
20 during Normal Operating Hours. At the Customer's request, the Cable Operator shall repair the
21 problem at a later time convenient to the Customer.
22

23 5. Problem Resolution

24
25 The Cable Operator's CSRs shall have the authority to provide credit for interrupted service or
26 any of the other credits listed in Schedule A, to waive fees, to schedule service appointments and
27 to change billing cycles, where appropriate. Any difficulties that cannot be resolved by the CSR
28

1 shall be referred to the appropriate supervisor who shall contact the Customer within 4 hours and
2 resolve the problem within 48 hours or within such other time frame as is acceptable to the
3 Customer and the Cable Operator.

4
5 6. Billing, Credits, Refunds, and Deposits

6
7 Cable Operator Customers will receive a clear and concise bill every month. The Cable Operator
8 shall respond to a Customer's billing inquiry made by telephone within 48 hours, and to a written
9 billing inquiry within 2 weeks after receiving it.

10
11 The Cable Operator shall allow at least thirty (30) days from the beginning date of the applicable
12 service period for payment of a Customer's service bill for that period. If a Customer's service
13 bill is not paid within that period of time the Cable Operator may apply an administrative fee to
14 the Customer's account. If the Customer's service bill is not paid within forty-five (45) days of
15 the beginning date of the applicable service period, the Cable Operator may perform a "soft"
16 disconnect of the Customer's service. If a Customer's service bill is not paid within fifty-two
17 (52) days of the beginning date of the applicable service period, the Cable Operator may
18 disconnect the Customer's service, provided it has provided ten day's notice to the Customer that
19 such disconnection may result.

20
21 If a Customer requests disconnection of any or all services, billing for affected services shall end
22 on the same day. The Customer shall not be responsible for cable services delivered after the
23 request. The Cable Operator must refund any credit balance owed the Customer, less any owed
24 or disputed amounts, within fifteen (15) business days after the close of the Customer's billing
25 cycle following the return of the equipment and request for disconnection. The Cable Operator
26 shall issue a credit or refund to a Customer within 15 business days after the close of the
27 Subscriber's billing cycle following the return of the equipment and request for disconnection.
28

Deposits shall accrue interest at a fair market rate. Within ten days after termination of service, the Cable Operator shall repay any deposit with a statement showing accrued interest to the Customer, less any sums owed to the Cable Operator.

7. Treatment of Property Owner's Property

Trees and shrubs or other landscaping on a Customer's property that are damaged by the Cable Operator, any employee or agent during installation or construction shall be restored to their prior condition or replaced. Trees and shrubs shall not be removed without the prior permission of the owner or legal tenant of the property on which they are located.

The Cable Operator shall, at its own cost and expense, and in a manner approved by the property owner and the City, restore any property to as good condition as before the work causing such disturbance was initiated. The Cable Operator shall repair, replace or compensate a property owner for any damage resulting from the Cable Operator's installation, construction, service or repair activities.

Except in the case of an emergency involving public safety or service interruption to a large number of subscribers, the Cable Operator shall give reasonable notice to property owners or legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed; provided that in the case of construction operations such notice shall be delivered or provided at least twenty-four (24) hours prior to entry. Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law. If damage is caused by an Cable Operator activity, the Cable Operator shall reimburse the property owner 100% of the cost of the damage or replace the damaged property. For the installation of pedestals or other major construction or installation

1 projects, property owners shall also be notified by mail at least one week in advance. In the case
2 of an emergency, the Cable Operator shall attempt to contact the property owner or legal tenant
3 in person, and shall leave a door hanger notice in the event personal contact is not made.
4

5 The Cable Operator personnel shall clean all areas surrounding any work site and ensure that all
6 cable materials have been disposed of properly.
7

8 **D. Services for Customers with Disabilities**

9

10 For any Customer with a disability, the Cable Operator shall at no charge deliver and pick up
11 converters at Customers' homes. In the case of a malfunctioning converter, the technician shall
12 provide another converter, hook it up and ensure that is working properly, and shall return the
13 defective converter to the Cable Operator.
14

15 The Cable Operator shall provide TDD service with trained operators who can provide every
16 type of assistance rendered by the Cable Operator's CSR for any hearing-impaired Customer at
17 no charge.
18

19 The Cable Operator shall provide free use of a converter remote control unit to mobility-
20 impaired (if disabled, in accordance with subsection 4, below) Customers.
21

22 Any Customer with a disability may request the special services described above by providing
23 the Cable Operator with a letter from the Customer's physician stating the need, or by making
24 the request to the Cable Operator's installer or service technician, where the need for the special
25 services can be visually confirmed.
26
27
28

E. Customer Information

Upon installation, and at any time the Customer may request, the Cable Operator shall provide the following information, in clear, concise written form:

Products and services offered by the Cable Operator, including its channel lineup;

The Cable Operator's prices and options for programming services, conditions of subscription to programming and other services, and policies concerning changes in services offered, notification of changes, disconnection and service downgrades;

These Standards, with the attached Schedule A, and any other applicable Customer service standards;

Installation and service maintenance policies, including the Customer's responsibilities for equipment;

Instruction on the use of cable TV service and on standard VCR hookups;

Channel positions of programming;

Billing and complaint procedures, including the address and telephone number of the Cable Operator's offices, the Cable Operator's policies on deposits and credit balances, returned check charges, refunds for disruption of service or poor reception, and telephone number and description of services of the FCC and the City's Cable Office;

Policies concerning protection of Customer privacy

1
2 Use and availability of parental control/lock out device;

3
4 Special services for Customers with disabilities;

5
6 Days, times of operation, and locations of the service centers.

7
8 Copies of all notices provided to the Customer shall be filed (by fax acceptable) concurrently
9 with the City.

10
11 The Cable Operator shall provide Customers with written notification of any changes in
12 programming, services or channel positions as soon as possible in writing and, when it becomes
13 technologically feasible, through announcements on the cable system. Customers will be given a
14 description of the changes , their options (including costs) for changing service s they receive,
15 phone number for questions and effective date. Notice must be given to Customers a minimum
16 of 30 days in advance of such changes if the change is within the control of the Cable Operator.
17 In addition, the Cable Operator shall notify Customers 30 days in advance of any significant
18 changes in the other information required by the preceding subsection. Channel lineup changes
19 that result from TCI's rebuild of its cable system are exempt from the 30 day notice requirement.

20
21 All officers, agents, and employees of the Cable Operator or its contractors or subcontractors
22 who are in personal contact with cable Customers shall wear on their outer clothing,
23 identification cards bearing their name and photograph as approved by the City. The Cable
24 Operator shall account for all identification cards at all times. Every vehicle of the Cable
25 Operator shall be clearly visually identified to the public as working for the Cable Operator. All
26 CSRs shall identify themselves orally to callers immediately following the greeting during each
27 telephone contact with the public.
28

Each CSR, technician or employee of the Cable Operator in each contact with a Customer shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the Customer with an oral statement of the total charges before terminating the telephone call or before leaving the location at which the work was performed.

All promotional materials advertising cable services shall accurately disclose price terms. The Customer Service Representatives shall make clear the price of pay-per-view and pay per event programming before an order is taken. The Cable Operator shall distribute collateral/promotional material in multi-unit buildings only with the approval of the building owner. The Cable Operator shall not condition the provision of cable services on the receipt of such approval.

The Cable Operator shall not charge Customers for any services that they have not affirmatively requested; provided, this subsection shall not prevent adding programming to an existing tier.

F. Customer Privacy

The Cable Operator shall not monitor cable television signals to determine the individual viewing patterns or practices of any Customer without prior written consent from that Customer, except as otherwise permitted by the applicable franchise, and by federal law.

The Cable Operator shall not sell or otherwise make available Customer lists or other personally identifiable Customer information without prior written Customer consent, except as otherwise permitted by the applicable franchise and by federal law. The Cable Operator is permitted to

1 disclose such information if such disclosure is necessary to render, or conduct, a legitimate
2 business activity related to a cable service or other service provided by the Cable Operator to its
3 Customers.

4 5 **G. Safety**

6
7 The Cable Operator shall install and locate its facilities, cable system, and equipment in
8 compliance with all federal, state, local, and company safety standards, and in such manner as
9 shall not unduly interfere with or endanger persons or property. Whenever the Cable Operator
10 receives notice that an unsafe condition exists with respect to its equipment, the Cable Operator
11 shall investigate such condition immediately, and shall take such measures as are necessary to
12 remove or eliminate any unsafe condition.

13 14 **H. Satisfaction Guaranteed**

15
16 The Cable Operator shall guarantee Customer satisfaction for every Customer who requests new
17 installation of cable service or adds any additional programming service to the Customer's cable
18 subscription. Any such Customer who add basic or expanded basic service to his or her account,
19 and then requests disconnection within 30 days, shall receive a credit to his/her account in the
20 amount of one month's subscription charge for the service that has been disconnected.

21 22 **21.60.840 COMPLAINT PROCEDURE**

23 24 **A. Complaints to the Cable Operator**

25
26 The Cable Operator shall establish written procedures for receiving, acting upon, and resolving
27 Customer complaints, and crediting Customer accounts in accordance with Schedule A: "Credits
28

1 to Customers", which Schedule is incorporated herein by this reference, and as otherwise
2 provided herein, without intervention by the City and shall publicize such procedures through
3 printed documents at the Cable Operator's sole expense.

4
5 Said written procedures shall prescribe a simple manner in which any Customer may submit a
6 complaint by telephone or in writing to the Cable Operator that it has violated any provision of
7 these Customer Service Standards, any terms or conditions of the Customer's contract with the
8 Cable Operator, or reasonable business practices.

9
10 At the conclusion of the Cable Operator's investigation of a Customer complaint, but in no more
11 than fifteen (15) calendar days after receiving the complaint, the Cable Operator shall notify the
12 Customer of the results of its investigation and its proposed action or credit.

13
14 The Cable Operator shall also notify the Customer of the Customer's right to file a complaint
15 with the City in the event the Customer is dissatisfied with the Cable Operator's decision, and
16 shall thoroughly explain the necessary procedures for filing such complaint with the City.

17
18 The Cable Operator's complaint procedures shall be filed with and approved by the City prior to
19 implementation.

20 21 **B. Security Fund**

22
23 Within thirty (30) days of the effective date of these Standards or the effective date of any
24 franchise granted by the City, whichever occurs first, the Cable Operator shall deposit with an
25 escrow agent approved by the City a security deposit of one thousand dollars per Customer. The
26 escrowed funds shall constitute the "Security Funds" for ensuring compliance with these
27 Standards for the benefit of the City. The escrowed funds shall be reviewed and maintained
28

1 annually by the Cable Operator at the level of one thousand dollars per Customer per year, and
2 will be replenished within fourteen days in the event that amounts are withdrawn pursuant to any
3 provision of these Standards.

4
5 The Security Fund shall serve as security for the payment of any penalties, fees, charges or
6 credits as provided for herein and for the performance by the Cable Operator of all its obligations
7 under these Customer Service Standards.

8
9 The rights reserved to the City with respect to the Security Fund are in addition to all other rights
10 of the City, whether reserved by any applicable franchise agreement or authorized by law, and no
11 action, proceeding or exercise of a right with respect to same shall in any way affect, or
12 diminish, any other right the City may otherwise have.

13
14
15 **C. Complaints to the City.**

16
17 Any Customer who is dissatisfied with any proposed decision of the Cable Operator or who has
18 not received a decision within the fifteen (15) day period as required shall be entitled to have the
19 complaint reviewed by the City.

20
21 The Customer may initiate the review either by calling the City or by filing a written complaint,
22 by letter or in electronic form, together with the Cable Operator's written decision, if any, with
23 the City.

24
25 The Customer shall make such filing and notification within twenty (20) days of receipt of the
26 Cable Operator's decision or, if no decision has been provided, within thirty (30) days after filing
27 the original complaint with the Cable Operator.
28

1
2 If the City decides that further evidence is warranted, the City may require the Cable Operator
3 and the Customer to submit, within ten (10) days of notice thereof, a written statement of the
4 facts and arguments in support of their respective positions.

5
6 The Cable Operator and the Customer shall produce any additional evidence, including any
7 reports from the Cable Operator, which the City may deem necessary to an understanding and
8 determination of the complaint.

9
10 The City shall issue a determination within fifteen (15) days after examining the materials
11 submitted, setting forth its basis for the determination.

12
13 The City may extend these time limits for reasonable cause and may intercede and attempt to
14 negotiate an informal resolution

15
16 If the City determines that the Customer's complaint is valid and that the Cable Operator did not
17 provide the complaining Customer with the proper solution and/or credit, the City may reverse
18 and decision of the Cable Operator in the matter and/or require the Cable Operator to grant a
19 specific solution as determined by the City in its sole discretion, and/or any credit provided for in
20 these Standards; or the City may provide the Customer with the amount of the credit (as set forth
21 in the attached Schedule A) by means of a withdrawal from the Security Fund.

D. Verification of Compliance

The Cable Operator shall establish its compliance with any or all of the standards required through quarterly reports that demonstrate said compliance, or as requested by the City.

E. Overall Quality of Service

The City may evaluate the overall quality of Customer service provided by the Cable Operator to Customers:

In conjunction with any performance review provided for in the franchise agreement; and

At any other time, at its sole discretion, based on the number of Customer complaints received directly by the City or through Cable Operator reports.

I. F. Non-Compliance with Customer Service Standards

Non-compliance with any provision of these Standards is a violation of these Standards.

G. Procedure for Remedying Violations

If the City has reason to believe that the Cable Operator has failed to comply with any of these Standards, or has failed to perform in a timely manner, the City may demand in writing that the Cable Operator remedy the alleged noncompliance. If the alleged noncompliance is denied or not remedied to the satisfaction of the City, the City may opt to follow the following procedures set forth in individual franchise agreements.

SCHEDULE A - CREDITS TO CUSTOMERS

Should be an attachment, not in body of ord.

STANDARDS OF CUSTOMER SERVICE	MINIMUM COMPENSATION
<u>COURTESY</u>	
All Cable Operator employees of shall be friendly, knowledgeable and helpful in their services.	\$5.00 credit to subscriber account.
<u>RESPONSIVENESS</u> Guaranteed 7-Day Residential Installation	
Cable Operators shall complete standard installations requested by a Customer within 7 business days after order has been placed.	Free installation, or 1 month's basic service, if the fee has been waived for promotional reasons.
Cable Operator shall provide Customers seeking Non-Standard Installations with a total installation cost estimate and an estimated date of completion.	Free installation, or 1 month's basic service, if the fee has been waived for promotional reasons.
All underground cable drops will be buried no less than 12 inches deep and work will be completed in no more than 3 working days from the installation	\$5.00 credit to Customer's account
Residential Installation Appointments	
All Cable Operator Customers wanting installation of cable may choose any 4-hour time-block during normal business hours.	\$10.00 credit to subscriber account
The Cable Operator may not cancel an appointment with a Customer after 5:00 p.m. on the day before the	\$10.00 credit to subscriber account, in addition to any guarantees offered by

1	scheduled appointment.	the Cable Operator.
2	If a Cable Operator cannot make an appointment for	\$10.00 credit to subscriber account, in
3	any reason, the Cable Operator shall contact the	addition to any guarantees offered by
4	Customer before the end of the scheduled appointment	the Cable Operator
5	and reschedule at the convenience of the Customer.	
6	Every Customer shall be contacted within 2 weeks after	\$5.00 credit to subscriber account
7	installation to assure Customer satisfaction.	
8	If a Cable Operator technician arrives within the agreed	\$5.00 credit to subscriber account
9	upon time, and the Customer is absent, the technician	
10	shall leave written notification of arrival and return	
11	time, and the Cable Operator shall contact the Customer	
12	within forty-eight hours to reschedule.	
13		
14	Residential Service Interruptions	
15	System outages resulting from Cable Operator	One day's free service for each 24-
16	equipment failure affecting 5 or more Customers shall	hour delay for affected Customers.
17	be corrected within 2 hours after the 3rd Customer call	
18	is received.	
19	All other interruptions resulting from Cable Operator	One day's free service for each 24-
20	equipment failure shall be corrected within 24 hours.	hour delay for affected Customers.
21	All service outages or interruptions beyond the control	One day's free service for each 24-
22	of Cable Operators shall be corrected within 24 hours	hour delay for affected Customers.
23	after the Cable Operator regains control.	
24		
25	TV Reception Difficulties	
26	All Cable Operators shall make repairs promptly, and	One day's free service for each 24-
27	interrupt service only for good cause, during periods of	hour delay for affected Customers.
28		

1	minimum use of the system, and for no more than 24	
2	hours, except where unavoidable.	
3	All Cable Operators shall provide clear television	One day's free service for each 24
4	reception that meets or exceeds FCC technical	period that reception falls below FCC
5	standards.	standards for affected Customers.
6	If a Customer experiences poor video or audio reception	One day's free service for each 24-
7	due to Cable Operator equipment, the Cable Operator	hour delay for affected Customers.
8	will repair the problem no later than the next day,	
9	unless otherwise agreed to with the Customer.	
10		
11		
12	Problem Resolution	
13	All Cable Operators Customer Service Representatives	\$5.00 credit to subscriber account.
14	will be able to provide credit, waive fees, schedule	
15	appointments and change billing cycles. Any	
16	difficulties that cannot be resolved by the Customer	
17	service representatives will be referred to a supervisor	
18	who will contact the Customer within 24 hours.	
19	In the case of difficulties that cannot be resolved, the	\$5.00 credit to the subscriber account.
20	supervisor shall contact the Customer within 4 hours	
21	and resolve the problem within 48 hours or within such	
22	other time frame as is acceptable to the Customer and	
23	the Cable Operator.	
24		
25		
26	Billing. Credits and Refunds	
27	Cable Operator Customers will receive a clear and	\$5.00 credit to subscriber account
28		

1 2 3 4	concise bill monthly. The Cable Operator shall respond to a Customer's billing inquiry made by telephone within 48 hours, and to a written billing inquiry within 2 weeks after receiving it.	
5 6 7 8 9 10 11	All Cable Operators will allow 30 days from the beginning date of the applicable service period before imposing an administrative fee. If the bill is not paid within 45 days from the beginning date of the applicable service period, the Cable Operator may perform a "soft" disconnect.	\$5.00 credit to subscriber account
12 13 14 15 16	If a Customer's bill is not paid within 52 days of the beginning date of the applicable service period, the Cable Operator may disconnect the Customer's service, but only upon showing that it has provided 10 day's notice to the Customer that such disconnect may result.	\$5.00 credit to subscriber account
17 18 19 20 21 22	If a Customer requests disconnection of any or all services, billing for affected services shall end on the same day. All Cable Operators shall issue a credit or refund within 15 business days after the close of the Customer's billing cycle following the return of the equipment and request for disconnection.	\$5.00 credit to subscriber account, or refund if the subscriber's account has closed.
23 24 25 26 27 28	Deposits shall accrue interest at a fair market rate. Within fifteen business days after termination of service for any reason, the Cable Operator shall repay any deposit with a statement showing accrued interest to the Customer, less any sums owed to the Cable Operator.	\$5.00 credit to subscriber account, or refund if the subscriber's account has closed.

Respectful Treatment of Customer's Property

Cable Operators shall replace trees or shrubs damaged during installation on the Customer's property.	\$10.00 credit plus any additional repairs or reimbursement
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Cable Operators will restore any damaged property to the same conditions it was before damage occurred.	\$10.00 credit plus any additional repairs or reimbursement
---	---

Cable Operators will give notice to property owners before entering premises, specifying the work to be done. In the event of an emergency, the Cable Operator shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made.	\$10.00 credit plus any additional repairs or reimbursement
---	---

All Cable Operator personnel shall clean up the area surrounding a work site and properly dispose cable materials.	\$10.00 credit plus any additional repairs
--	--

SERVICES FOR CUSTOMERS WITH DISABILITIES

All Cable Operators will deliver and pick up converters at the home of Customers with disabilities. In the case of a malfunctioning converter, the technician shall provide another converter, hook it up and ensure that it is working properly, and shall return the defective converter to the Cable Operator.	\$5.00 credit to subscriber account
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All Cable Operators will provide TDD service through trained operators who can provide any assistance regularly available from a CSR at no charge.	\$5.00 credit to subscriber account
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Cable Operators will install, at no charge, any closed captioning device purchased by a hearing-impaired Customer.	\$5.00 credit to subscriber account
Cable Operators will provide free use of a converter remote control unit to mobility-impaired Customers.	\$5.00 credit to subscriber account, and provision of remote control unit.
<u>CUSTOMER INFORMATION</u>	
<p>Upon installation, or at a Customers request, Cable Operators will provide the following requested information and credit information:</p> <ul style="list-style-type: none"> a. Products and services offered. b. Complete range of service options and prices. c. Customer service standards: d. Instruction on use of cable TV service and on standard VCR hookups; e. Billing, collection and disconnect policies; f. Customer privacy requirements; g. Complaint procedure, containing the City or the designated agency to whom the complaints should be addressed; h. Use and availability of A/B switch; i. Use and availability of parental control/lock out device; j. Special services for Customers with visual, hearing or mobility disabilities. k. Days, times of operation, and locations of the services centers. 	Provide Customer with the requested information

1 2 3	Cable Operators will provide Customers with written notification of any change in rates, programming, or channels at least 30 days before the date of the change.	\$5.00 credit to subscriber account for each affected subscriber
4 5 6	Every employee of Cable Operators in contact with Customers will wear an identification card with their name and photograph.	\$5.00 credit to subscriber account
7 8 9	All CSR's shall identify themselves orally to callers immediately following the greeting during each telephone contact with the public.	\$5.00 credit to subscriber account
10 11 12 13 14 15 16 17	Each CSR, technician, or employee of the Cable Operator in each contact with a Customer shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the Customer with an oral statement of the total charges before terminating the telephone call or before leaving the location at which the work was performed.	\$5.00 credit to subscriber account
18 19	<u>CUSTOMERS PRIVACY</u>	
20 21 22 23	Cable Operators will not monitor the cable television signals to determine viewing patterns of a Customer without prior written Customer consent.	The Customer has the choice of either a check for at least \$100.00, or a credit to subscriber account in the same amount.
24 25 26 27 28	Cable Operators will not sell or make available Customer lists or other personally identifiable Customer information other than as expressly provided in a franchise agreement.	\$5.00 credit to each affected subscriber

SAFETY

When the Cable Operator receives notice that an unsafe condition exists with respect to its equipment, the Cable Operator shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

At least \$25.00 a day for each 24-hour delay in responding to Customer safety concerns.

SATISFACTION GUARANTEED

Cable Operators will guarantee Customer satisfaction for every Customer who requests basic or expanded basic cable service.

The Customer will have the opportunity to cancel basic or expanded service within thirty days after activation at no charge.

Section 2. SMC 21.60.050D is hereby amended as follows:

D. To administer the City's Cable Customer Bill of Rights, including investigating subscriber complaints, ~~and to resolve them by conciliation where possible,~~ auditing compliance with Customer service standards, and requiring payment of rebates as authorized in the Customer Bill of Rights;

Section 3. The expenditure allowance in the 1999 budget of the Executive Services Department, Technology Division (SFMS Code A44) is increased by the amount of One Hundred Twenty Four Thousand Three Hundred Forty Dollars (\$124,340) for the purpose of implementing the Customer Service Bill of Rights, and auditing the compliance of TCI of Washington with Customer service standards in their franchise agreement with the City. For this purpose and as part of the above appropriation, the sum of One Hundred Twenty Four Thousand Three Hundred Forty Dollars (\$124,340) is appropriated from the Cable Television Franchise Sub-Fund of the General Fund.

Section 4. One position of Senior Management Systems Analyst at pay range 37.5A and one position of Management Systems Analyst, Assistant at pay range 29.5A are hereby established in the Executive Services Department. The Executive Services Director is hereby authorized to fill these positions subject to civil service laws and rules and to pay the compensation authorized herein.

Section 5. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 6. The foregoing appropriation is made to meet actual necessary expenditures of the City for which insufficient appropriation has been made due to causes which could not reasonably have been foreseen at the time of the adoption of the 1999 budget;

Now, Therefore, in accordance with RCW 35.32A.060, by reason of the facts above stated, this ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the ____ day of _____, 1999, and signed
by me in open session in authentication of its passage this ____ day of
_____, 1999.

President of the City Council

Approved by me this ____ day of _____, 1999.

Paul Schell, Mayor

Filed by me this ____ day of _____, 19____.

City Clerk

*Cannot
have
signatures
on ~~the~~ pages
by themselves*

City Clerk

(SEAL)

STATE OF WASHINGTON - KING COUNTY

103709
City of Seattle, City Clerk

—ss.

No. ORD IN FULL

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:ORD 119402/FULL

was published on

03/30/99

The amount of the fee charged for the foregoing publication is the sum of \$, which amount has been paid in full.

Subscribed and sworn to before me on

03/30/99

Notary Public for the State of Washington
residing in Seattle

2/14/99

AMENDMENT BY COUNCILMEMBER

Pagalar

C.B. 112573 RES _____ C.F. _____

Page No. 2

Line No. 7

Delete: _____

Insert: Whereas TCI has agreed ~~to~~ with AT&T's concurrence,
of the judgment against it in its litigation against the
City's pole attachment ordinance and will fully satisfy
the judgment within 30 days.

All employees of the Cable Operator shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with Customers.

B. Accessibility

The Cable Operator shall provide effective and satisfactory service in all contacts with Customers served, located at a safe, visible site within its service area, that is handicapped accessible, and located along mass transit routes.

centers shall be open Monday through Friday from 8:00 a.m. to 7:00 p.m., and Saturdays from 9:00 a.m. to 3:00 p.m., excluding legal holidays, and shall be fully staffed with CSRs offering the following services to Customers who come to the service center: bill payment, equipment exchange, processing of change of service requests, and response to Customer inquiries and requests.

The Cable Operator shall provide at least one service center for each 75,000 Customers served, located at a safe, visible site within its service area, that is handicapped accessible, and located along mass transit routes. Except as otherwise approved by the City, all service centers shall be open Monday through Friday from 8:00 a.m. to 7:00 p.m., and Saturdays from 9:00 a.m. to 3:00 p.m., excluding legal holidays, and shall be fully staffed with CSRs offering the following services to Customers who come to the service center: bill payment, equipment exchange, processing of change of service requests, and response to Customer inquiries and requests. The City may approve alternatives for service centers offering lesser services, or that are within ten miles of its service area, at any site to which the public has general access. The Cable Operator shall post a sign at each service center advising Customers of its hours of operation and of the addresses and telephone numbers at which to contact the City and the Cable Operator if the service center is not open at the times posted. The Cable Operator shall provide free exchanges of faulty converters at the Customer's address.

CSRs will be available to respond to Customer inquiries during Normal Business Hours. The Cable Operator shall maintain local or toll free telephone access lines that shall be available during Normal Business Hours for service/repair requests and billing inquiries.

The Cable Operator shall have dispatchers and technicians on call 24 hours a day, seven days a week, including legal holidays, for emergency purposes.

The Cable Operator shall retain sufficient Customer Service Representatives and telephone line capacity to ensure that telephone calls to service/repair and billing inquiry lines are answered by a CSR within 30 seconds or less, and that any transfers are made within 30 seconds. These standards shall be met no less than 90 percent of the time, measured monthly under Normal Operating Conditions.

The total number of calls receiving busy signals shall not exceed three percent of the total telephone calls. This standard shall be met 90 percent or more of the time, measured monthly under Normal Operating Conditions.

C. Responsiveness

1. Guaranteed Seven-Day Standard Installation

The Cable Operator shall complete all Standard Installations requested by Customers within seven business days after an order has been placed, unless otherwise requested by the Customer. If the Customer requests a Non-Standard Installation, or the Cable Operator determines that a Non-Standard Installation is required, the Cable Operator shall provide the Customer in advance with a total installation cost estimate and an estimated date of completion.

All underground cable drops from the curb to the home shall be buried at a depth of no less than twelve inches, and within no more than one calendar week from the initial installation, or at a time mutually agreed upon between the Cable Operator and the Customer.

2. Residential Installation Appointments

City of Seattle

ORDINANCE 119402

AN ORDINANCE related to cable television; amending SMC Ch. 21.60 by adding Customer service standards for cable customers (to be known as the "Cable Customer Bill of Rights"); amending SMC 21.60.050 to add administration of the Cable Customer Bill of Rights to the duties of the Office of Cable Communications; establishing two new positions, appropriating funds from the Cable Franchise SubFund of the General Fund, and amending the 1999 budget of the Executive Services Department; all by a three-fourths vote of the City Council.

WHEREAS, pursuant to federal law, a franchising authority such as the City of Seattle may establish and enforce customer service requirements on a cable operator; and

WHEREAS, cable customers in Seattle should be able to expect competent, responsive service from cable operators providing services in the City pursuant to franchise agreements; and

WHEREAS, the City currently monitors customer complaints through its Office of Cable Communications; and

WHEREAS, the City has determined that many Seattle cable customers do not receive competent, responsive customer service; and

WHEREAS, the City has determined that cable customers should be afforded direct redress and compensation in the event that a cable operator cannot meet reasonable customer service standards; Now, therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEATTLE:

Section 1. SMC Ch. 21.60 is amended by adding Subchapter II, Cable Customer Bill of Rights, as follows:

21.60.800. POLICY

The Cable Operator shall be permitted the option and autonomy to first resolve Customer complaints without delay and interference from the City.

Where a given complaint is not addressed by the Cable Operator to the Customer's satisfaction, the City may intervene. In addition, where a pattern of, or unremedied, noncompliance with the Standards is identified, the City may prescribe a cure and establish a 30 day deadline for implementation of the cure. If the noncompliance is not cured within 30 days, monetary sanctions will be imposed to encourage compliance.

These Standards are intended to be of general application; however, the Cable Operator shall be relieved of any obligations hereunder if it is unable to perform due to a region-wide natural emergency affecting a significant portion of the franchise area. The Cable Operator is free to exceed these Standards to the benefit of its Customers, and such shall be considered performance for the purpose of enforcing these Standards.

These Standards are supplementary to any Customer service requirements in any existing franchise agreements between a Cable Operator and the City. The provisions contained in this ordinance and in existing franchise agreements should be interpreted consistently.