



County of San Diego

MEDIA & PUBLIC RELATIONS

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April 18, 2008

Mr Stuart Gilbertson
Chief Operating Officer
Cable USA
2133 Central Ave., Suite 200
Kearney, NE 68847

Dear Mr Gilbertson:

MONTH TO MONTH COUNTY FRANCHISE AGREEMENT

This is a letter to confirm that we discussed the status of Cable USA's franchise with the County of San Diego last year. The license expired on June 30, 2007. In a phone call, you asked whether a request to allow a three-year extension to the license agreement was granted. This renewal did not take place and with new State laws about to take effect in January, 2008, I recommended that Cable USA apply for a license with the State Public Utilities Commission.

While a formal month-to-month agreement was not signed, it was implied that the franchise agreement between the County of San Diego and Cable USA would continue to stay in effect until the State PUC could issue a new license.

I hope this letter helps you secure your new state franchise. If you have any other questions, please feel free to call me at 619-595-4685.

Sincerely,

A handwritten signature in cursive script that reads "Tracy DeFore".

Tracy DeFore
Business Manager
Media & Public Relations



County of San Diego

COPY

PHONE (619) 595-4650

FAX (619) 595-4664

CABLE TELEVISION & TELECOMMUNICATIONS
REVIEW COMMISSION

E-MAIL-bfrasech@co-san-diego-ca.us

1600 PACIFIC HIGHWAY, ROOM 208 SAN DIEGO CA 92101-2481

RESOLUTION OF THE CABLE TELEVISION AND TELECOMMUNICATIONS REVIEW COMMISSION APPROVING THE TRANSFER OF CABLE TELEVISION FRANCHISE LICENSEE NO. 106-1986 FROM CABLE USA, INC., TO ANTILLES WIRELESS, L.L.C.

On motion by Commissioner LAMBERT, seconded by Commissioner GARRICK,

WHEREAS, cable USA, Inc. ("Licensee") is the holder of Cable Television License No. 106-1986 ("License") effective November 27, 1986, granting the right to construct and operate a cable television system within the unincorporated area of the County of San Diego; and

WHEREAS, on May 30, 2001, the County received a formal request for consent to the transfer of the License from Licensee to Antilles Wireless, L.L.C.; and

WHEREAS, pursuant to Section 21 1654(a) of the San Diego County Code and Section 5 of the License, prior approval by the County is required for the transfer of a cable television franchise license; and

WHEREAS, the Cable Television Review Commission of the County of San Diego has reviewed the terms of the proposed transfer, as well as supplemental documentation, staff reports and recommendations; and

WHEREAS, Antilles Wireless, L.L.C. is wholly owned and controlled by the same persons that have owned and controlled Licensee such that no change in ownership interest is contemplated in this request; and

WHEREAS, Antilles Wireless L.L.C., agrees to accept and comply with all requirements, terms and conditions of Cable Television Franchise License No. 106-1986, County Code and all applicable law; and

WHEREAS, based on the evidence presented to the Cable Television and Telecommunications Review Commission, it has determined that it would be in the public interest to consent to the transfer of the License, as follows:

WHEREAS, based on the evidence presented to the Cable Television and Telecommunications Review Commission, it has determined that it would be in the public interest to consent to the transfer of the License, as follows:

NOW THEREFORE, BE IT RESOLVED, ORDERED AND DECLARED by the Cable Television and Telecommunications Review Commission of the County of San Diego that:

1. The transfer of the License from Cable USA, Inc., to Antilles Wireless, L.L.C., be approved
2. The transfer of control of the License from Cable USA, Inc. and Antilles Wireless, L.L.C. will be effective upon the thirtieth day following the date on which the Chairperson of the Cable Television and Telecommunications Review Commission executes this Resolution.

PASSED AND ADOPTED by the Cable Television Review Commission of the County of San Diego, State of California, this 9th day of July 2001, by the following vote:

AYES:	<u>4</u>
NOES:	<u>0</u>
ABSENT:	<u>2</u>

CABLE TELEVISION AND TELECOMMUNICATIONS
REVIEW COMMISSION

By


Chairperson



**COUNTY OF SAN DIEGO
CABLE TELEVISION REVIEW COMMISSION
1600 Pacific Highway, Room 208
San Diego, California 92101
(619) 595-4650 • Fax: (619) 595-4664**

**RESOLUTION OF THE CABLE TELEVISION REVIEW
COMMISSION APPROVING THE TRANSFER OF CABLE
TELEVISION LICENSEE NO. 110-1987 FROM JULIAN
CABLEVISION TO CABLE USA, INC., AND THE
CONSOLIDATION OF SAID LICENSE INTO CABLE
TELEVISION LICENSE NO. 106-1986, PRESENTLY HELD BY
CABLE USA, INC.**

On motion by Commissioner HOWARD, seconded by Commissioner PORT,

WHEREAS, Julian Cablevision ("Julian") is the holder of Cable Television License No. 110-1987, effective May 18, 1987, granting the right to construct and operate a cable television system within the unincorporated area of the County of San Diego, with the primary responsibility for providing service to the Julian, Pine Hills and Kentwood general area; and

WHEREAS, Cable USA, Inc. ("Cable USA") is the holder of Cable Television License No. 106-1986, effective November 27, 1986, granting the right to construct and operate a cable television system within the unincorporated area of the County of San Diego, with the primary responsibility for providing service to the Borrego Springs general area; and

WHEREAS, on September 21, 1999, the County received a formal request for consent to the transfer of License No. 110-1987 from Julian to Cable USA; and

WHEREAS, pursuant to Section 21.1654(a) of the San Diego County Code and Section 5 of the License, prior approval by the County is required for the transfer of a cable television service license; and

WHEREAS, the Cable Television Review Commission of the County of San Diego has reviewed the proposed transaction, as well as supplemental documentation, staff reports and recommendations; and

WHEREAS, Cable USA, agrees to accept and comply with all requirements, terms and conditions of Cable Television License No. 106-1986, County Code and all applicable law; and

WHEREAS, based on the evidence presented to the Cable Television Review Commission, it has determined that it would be in the public interest to consent to the transfer of the License: and

WHEREAS, based on the evidence presented to the Cable Television Review Commission, it has been further determined that it would be in the public interest to consolidate License No. 110-1987 and License No. 106-1986, as follows:

NOW THEREFORE, BE IT RESOLVED, ORDERED AND DECLARED by the Cable Television Review Commission of the County of San Diego:

- A. That the transfer of License No. 110-1987 from Julian Cablevision to Cable USA Inc, be approved.
- B. That License No. 110-1987 be consolidated with License No. 106-1986, which, with the exception of the areas to be served and expiration dates, contain all of the same provisions, terms and conditions.
- C. That "Appendix A" of License No. 106-1986 be amended to read:

DESIGNATED SERVICE AREA: Grant a cable television license to Cable USA, Inc. to be County-wide with primary responsibility for providing service to the Borrego Springs and Julian general areas of the County.


- D. That License No. 106-1986 be amended to expire on June 30, 2007.
- E. The transfer of control and consolidation of License No. 110-1986 and License No. 106-1986 to Cable USA, Inc, will be effective upon the approval by the County and the date on which the Consent is executed by the Chairperson of the Cable Television Review Commission.

PASSED AND ADOPTED by the Cable Television Review Commission of the County of San Diego, State of California, this 8th day of November, 1999, by the following vote:

AYES:	<u>5</u>
NOES:	<u>0</u>
ABSENT:	<u>1</u>

CABLE TELEVISION REVIEW COMMISSION

By


Rand Conley
Chair



COUNTY OF SAN DIEGO

Cable Television Review Commission

1600 Pacific Highway, Rm 375
San Diego, California 92101
(619) 236-4389

CABLE TELEVISION LICENSE
ISSUED TO TELE-CABLE SERVICE CORP.

BY THE
COUNTY OF SAN DIEGO

Effective date
November 27, 1986

CABLE TELEVISION LICENSE

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A LICENSE GRANTING TO TELE-CABLE SERVICE CORP., THE RIGHT TO CONSTRUCT AND OPERATE A CABLE TELEVISION SYSTEM WITHIN THE COUNTY OF SAN DIEGO.

SECTION 1. DEFINITIONS

(a) "Basic Service" shall mean the simultaneous delivery by Licensee to television receivers of all subscribers (1) all signals of over-the-air television broadcasters required to be carried by a cable television system as defined by the Federal Communications Commission (hereinafter, "FCC"); and (2) Local Government Access Channels; Education Access Channels; Public Access Channels; however, pay or subscription television as defined by the FCC shall not be considered part of the Basic Service.

(b) "Board of Supervisors" shall mean the Board of Supervisors of San Diego County.

(c) "Cable Television Review Commission" or "Commission" shall mean the Cable Television Review Commission of San Diego County.

(d) "Cable Television System" shall mean any facility that, in whole or in part, receives directly or indirectly over the air, and amplifies or otherwise modifies the signals transmitting programs broadcast by one or more television or radio stations and distributes such signals by wire or cable in, along, or crossing any public right-of-way to subscribing members of the public who pay for such service.

(e) "County" shall mean the County of San Diego, a political subdivision of the State of California.

(f) "Director of Public Works" shall mean the Director of Public Works of the County of San Diego.

(g) "Executive Officer" shall mean the Executive Officer of the San Diego County Cable Television Review Commission.

(h) "License" shall mean an authorization granted by the County to construct, operate and maintain a cable television system in, along, underneath, above, or upon the surface of any and all public streets, ways, easements and places in the unincorporated area of the County, or any portion thereof and issued pursuant to the San Diego County Cable Television Licensing Ordinance (San Diego County Code Section 21.1601 et seq.).

(i) "Licensee" shall mean any person to whom a license has been granted.

(j) "Person" shall mean a natural person, firm, partnership, association or corporation.

(k) "License Property" shall mean all real property and all depreciable property, including but not limited to: towers, antennae, coaxial cable, electrical conductors, conduit, electronic equipment, appurtenances and facilities, owned installed or used within the County by the Licensee in the operation and conduct of a cable television system business under the authority of the license granted.

(l) "Street" shall mean the surface, the air space above the surface and the area below the surface of any public street, other public right-of-way or public place, including public utility easements.

(m) "Subscriber" or "Customer" shall mean any person who lawfully receives signals from a cable television system.

(n) "Total Basic Receipts" shall mean any and all compensation in any form paid by the subscriber to the licensee arising from the sale of basic television service to customers within the unincorporated area of the County. Without limitation, total basic receipts shall not include (a) uncollectible amounts; (b) refunds or rebates made by licensee; (c) revenues received as a direct reimbursement of licensee's expense in the operation of any access channels; (d) sales, ad valorem, or other types of "add on" taxes, levies or fees calculated by basic or gross receipts or gross revenues which licensee might have to pay or collect for Federal, State or local government (exclusive of franchise fees provided for herein); (e) revenues received for advertising on licensee's local origination channel or other non-pay channels provided as part of basic service; (f) revenues received for installation, additional outlets or repair services.

SECTION 2. NATURE AND EXTENT OF GRANT

(a) The right, privilege, and authorization is hereby granted to Tele-Cable Service Corp., its successors and permitted assigns, to install, construct, operate, maintain, replace or remove amplifiers, wires, cables, poles, conductors, conduits, attachments and other necessary appurtenances, hereinafter called the License Property, in, along, underneath, above or upon the surface of any and all public streets, ways, easements, and places within the area of the County hereinafter described, for the purpose of owning, operating, supplying and maintaining a cable television system.

(b) Licensee shall construct, operate and maintain the system in strict compliance with all laws, ordinances, and regulations of County, State and Federal Government(s).

(c) The provisions of the License and all rights, obligations, and duties hereunder shall inure to and be binding upon the Licensee, its successors and permitted assignees.

(d) Said Licensed privilege shall be non-exclusive and shall not prevent the County from (1) granting or selling another licensed privilege for the same use and purpose within the area to which this License is applicable, or (2) requiring the licensee to conform to rules and regulations of the County.

(e) When any area served by Licensee pursuant to the terms of this License becomes part of an incorporated city, either through annexation or incorporation, the rights reserved to the County under this license shall inure to the benefit of that incorporated city.

SECTION 3. LIMITATIONS UPON GRANT

(a) Licensee shall not provide cable television service to any person or organization whose utilization includes redistribution of such service, provided however that Licensee may provide such service to such person or organization whenever Licensee shall retain ultimate responsibility together with all obligations arising from this license.

(b) Licensee shall have no right to repair television receiving sets, nor impose a fee or charge for any repairs to Subscriber-owner receiving devices except for the connection of its service or for the determination by Licensee of the quality of its signal to the recipients thereof, and Licensee shall not solicit, refer, or permit the solicitation or referral of any Subscriber to persons engaged in the repair of television receivers.

(c) Licensee shall not grant any preference or advantage to any person or group, nor subject any person or group to prejudice or disadvantage pursuant to the Cable Television Policy Act of 1984.

(d) This license is granted pursuant to the San Diego County Cable Television Licensing Ordinance (San Diego County Code Section 21.1601 et seq). All provisions of said ordinance shall be applicable hereto and whenever conflicts or inconsistencies arise between this license and any provision of the ordinance, this license shall prevail.

SECTION 4. DURATION OF GRANT

(a) The term of this License shall commence with the effective date hereof, and continue and remain in full force and effect until midnight, September 7, 2006 or until such time as Licensee shall surrender or abandon same or said License shall be forfeited for non-compliance by the Licensee with the terms and conditions of this License, or the County shall condemn and take on the power of eminent domain, in accordance with then existing law, all License Property of Licensee.

(b) The term of this License shall be twenty (20) years, commencing on the effective date of the License as provided in paragraph (a) of this section; however, the term of this License may be extended in accordance with the procedures as follows:

- (1) The provisions of this license shall be subject to re-negotiation every five years during the term of the

License, including any extensions thereof. These renegotiation opportunities shall be referred to as "renegotiation intervals." Renegotiation shall be initiated upon written notice given by either party to the other not less than one (1) year prior to the particular renegotiation interval. Renegotiation shall be directed towards effecting alterations in the terms and conditions of this license to reflect any significant changes which occurred during the interim period.

- (2) If any renegotiation prior to the end of the term, including extensions of this License, results in agreement between the County and Licensee or if, alternatively, both parties agree, at any renegotiation interval as defined above, that no renegotiation is needed or required, then the term of this License shall be extended for an additional five (5) years by an appropriate action of the County.
- (3) This license shall terminate without further action by the County at the end of the term, including extensions, of this License provided, the County, at or before the end of the term, or the term as extended, retains the exclusive power to grant a further extension, or a renewal of this License, or a new License to Licensee.

(c) Failure of the Licensee to apply for a new license within the said period of time shall be construed to mean that the Licensee intends to dispose of its License Property at the termination of the License term in accordance with the provisions of Section 21.

SECTION 5. ALIENATION OF LICENSE

(a) The license hereby granted by the County is a privilege to be held in personal trust by Licensee and cannot in any event be sold, transferred, leased, assigned or disposed of, in whole or in part, either by forced or involuntary sale or by ordinary sale, contract, consolidation, or otherwise, without the prior written consent of the County and then only under such conditions as may be prescribed. No such consent shall be required for a transfer in trust, mortgage or other hypothecation, in whole or in part, to secure indebtedness, except when such hypothecation alone or combined with all other hypothecations exceeds fifty percent (50%) of the unencumbered value of the License Property, then prior written consent of the County shall be required for such a transfer.

(b) If Licensee is a corporation, prior approval of the County shall be required where ownership or control of more than thirty percent (30%) of the voting stock of Licensee is acquired by a person or group of persons acting in concert, none of whom already own or control thirty percent (30%) or more of the voting stock, singularly or collectively unless such stock is purchased by regular trading on a public stock exchange.

(c) Licensee shall disclose the names and addresses of any parent or subsidiary of Licensee or any other business entity owning or controlling Licensee in whole or in part or owned or controlled in whole or in part by Licensee.

(d) Licensee shall notify the County of any foreclosure or any other judicial sale of all or a substantial part of the property of Licensee or upon the termination of any lease or interest covering all or a substantial part of said License Property; such notification in writing shall be considered by County as notice that a change in control or ownership of the License has taken place and the provisions hereunder governing the consent of County to such change in control of ownership shall apply.

(e) Any alienation of this License occurring without prior written consent of the County shall constitute a failure to comply with this license.

SECTION 6. RIGHTS RESERVED TO COUNTY

(a) County reserves to itself every right and power which is required to be reserved by any provision of the County Charter or of any County ordinance under this License, and Licensee by acceptance of this License agrees to be bound thereby and to comply with any action or requirement of County in its exercise of any such right or power.

(b) County shall have all rights which are necessary and convenient in the exercise of its jurisdiction under this License.

(c) County shall have the right to inspect, during normal working hours, Licensee's facilities and records relating to this License.

(d) County shall have the right to waive any provision of this License, except those required by Federal or State regulation, if the Board of Supervisors determines:

- (1) that it is in the public interest to do so, or
- (2) that the enforcement of such provision will impose an undue hardship on the Licensee or the Subscribers.

SECTION 7. DESIGNATED SERVICE AREA

The License hereby granted by the County authorizes the Licensee to construct, operate and maintain a cable television system within the area described in Appendix "A". The Licensee, following completion of providing service within the Designated Initial Service Area, may apply for a countywide License from the County.

SECTION 8. ESTABLISHMENT AND EXTENSION OF SERVICE

(a) Within thirty (30) days after acceptance of this License, Licensee shall proceed with due diligence to obtain all necessary permits and authorizations which are required in the conduct of its business. In connection therewith, copies of all petitions, applications and communications submitted by the Licensee to the Federal Communications Commission, or any Federal or State regulatory body having jurisdiction in respect to any matter affecting Licensee's cable television operations, shall also be submitted simultaneously to the Executive Officer of the Commission and any such filing by the County shall be submitted simultaneously to the Licensee.

(b) Within ninety (90) days after obtaining all the necessary permits, license and authorizations, Licensee shall commence construction and installation of the cable television system.

(c) The Licensee shall extend the installation and completion of the cable television system throughout the designated initial service area with diligence. Within five (5) years from the effective date of this License, Licensee shall be capable of providing Basic Service to every residence, public school, and County facility within the designated service area plan as submitted to and approved by the Commission.

(d) Upon request for Basic Service by any person residing within Licensee's service area, Licensee shall promptly furnish the requested service to such person, provided however, if the Licensee can show that the provision of such service is impractical or would impose an undue economic hardship, the County may waive or defer Licensee's obligation to provide service to such person's premises. The licensee shall not be required to provide service to any person who is in any bad debt or delinquent status or has not paid a prior cable television service bill to any licensed cable television operator. Upon the person's showing that such amounts and arrears have been paid and are current, the licensee may provide basic service to such persons upon a showing by that person of their good faith not to recreate the prior bad debt situation.

(e) Licensee shall not be required to extend or offer service to any site:

- 1) being served by some other licensed cable television operator;
- 2) in excess of 150 feet when overhead and 50 feet when underground from the licensee's existing cable facilities without additional cost recovery based on time and material from the person(s) requesting the line extension.

SECTION 9. RULES AND REGULATIONS

(a) The County shall have the power and right at all times for the duration of this License to require Licensee to conform to rules and regulations now or hereafter adopted by the County.

(b) Licensee shall:

- (1) construct a cable television system to provide a minimum of twenty (20) audio-visual channels of broadcasting availability to the subscribers with a minimum of thirty-five (35) channel capability, and having the technical capability for the future adding of nonvoice return communication;
- (2) deliver to subscriber terminals, those television broadcast and cablecast signals which are now or hereafter required for carriage by the FCC;
- (3) render such service to subscriber as will meet current and latest proven standards of technical quality and performance in satisfaction of FCC requirements. Upon request of County, Licensee shall provide testing and test data to establish compliance with FCC technical standards. In the event, during the term of this License, the FCC does not preempt all areas of technical standards, the County reserves the right to require higher proven standards of performance in those areas not preempted by the FCC; and Licensee, upon request of County, shall provide testing and test data to establish compliance with County technical standards;
- (4) provide one (1) education access channel in compliance with County requirements. The San Diego County Board of Education through their representative, the County Superintendent of Schools, shall be the trustee of the educational access channel for the purpose of allocation and assuring fair and equitable distribution of channel space resources among various school districts.
- (5) provide one (1) government access channel and one (1) public access channel. The public access channel requirements are the channel be available on a first come, first served basis with the intent of providing all persons within the County an equal opportunity of access to the public access channel. Should either channel receive insufficient material to cablecast to keep the channel on the air for 24 hours, the Licensee may use the channel for other purposes or other programming;
- (6) render efficient service, making repairs promptly and interrupting service only for good cause and for the shortest time possible; such interruptions insofar as possible shall be preceded by notice given to subscribers twenty-four (24) hours in advance, and shall occur during periods of minimum use of the system;

- (7) within economic constraints, maintain and upgrade the system and services to reflect those technical and economic developments occurring during the term of this License which will benefit the public in terms of new and more effective and efficient services;
- (8) maintain a toll-free telephone number listed in the directories of the telephone company serving the County to be so operated that complaints and requests for repairs and adjustments may be received any time, day or night, seven days a week;
- (9) shall file with the Commission any fictitious name other than that stated in this License, and to keep current the corporate address to which any and all notices shall be mailed,
- (10) maintain continuous service to subscribers pursuant to this License, but in the event Licensee, by written application to County, shall allege that the public interest, convenience and necessity no longer require that Licensee furnish cable television service pursuant to this License, a public hearing shall be held by the County for the purpose of making findings thereon. Notice of such hearing shall be given by Licensee in writing to each subscriber directly affected at least fifteen (15) days prior to the date scheduled for such hearing. If the findings establish as a result of said hearing that public interest, convenience and necessity no longer require Licensee to furnish cable television service, County shall authorize suspension or abandonment of service upon such reasonable terms and conditions as may be prescribed by the County.

(c) The maximum basic rates the Licensee may charge for Basic Service are listed in Appendix B. Licensee may not increase the specified rates without prior authorization of the Commission, except as otherwise provided by the San Diego County Cable Television Licensing Ordinance (San Diego County Code Section 21.1601 et seq.). Any rates established or modified with appropriate authorization shall become part of this License. This Section shall become null and void on December 30, 1986, to the extent it is superseded by Section 623 of the Communications Act of 1934 or by State law.

SECTION 10. SUBSCRIBER COMPLAINTS

- (a) Investigation and resolution of subscriber complaints shall be effected by the Licensee at the earliest possible time after receipt of the complaint.
- (b) Upon complaint by any subscriber, Licensee shall have the burden to satisfy the County that a signal is being delivered which is of sufficient strength and quality to meet standards set in FCC rules and regulations or in regulations hereafter adopted by County.

(c) Licensee shall maintain a written record indicating:

- (1) Date and time of subscriber complaints;
- (2) Name and address of Complainant;

- (3) Nature of complaint;
- (4) Licensee's action(s) to resolve complaint;
- (5) Date(s) and time(s) action(s) taken.

Said record shall be kept at Licensee's local office for a period of three (3) years. A copy of said subscriber complaint record shall be submitted by Licensee to County within ten (10) working days following receipt of a written request by County.

(d) Licensee is to provide notice of the procedures for reporting and resolving complaints to each subscriber at the time of initial subscription to the cable system, or at the time Licensee makes any changes in his office location, phone, or complaint procedures.

(e) Licensee shall be required to notify each subscriber that the Cable Television Review Commission may be contacted by phone or letter if they are unable to obtain satisfactory resolution of a complaint through normal channels. Such notification which is to include the Commission's phone number and address shall be sent by mail two (2) or more times a year.

(f) Licensee shall file a summary report of subscriber complaints with the Commission within fifteen (15) calendar days following each calendar quarter when requested by said Commission. The summary report shall include a tabulation of subscriber complaints by type, including the number of each type remaining unresolved. All system outages affecting two or more subscribers shall be noted on the summary report.

SECTION 11. SERVICE TO PUBLIC BUILDINGS

(a) Licensee shall, upon request, at his own expense and at no cost to County or public schools, provide and maintain:

- (1) one cable television connection to each County unit such as Sheriff's stations, public libraries, and other County facilities within the area cable service is provided or required by this license. Licensee shall not be required to provide or maintain the cable television distribution system within said facilities; and
- (2) one cable television connection to each public elementary school site, public secondary school site, public college and university site and public educational administrative site within the area cable service is provided or required by this license. Licensee shall not be required to provide or maintain the cable distribution system within said facilities.

(b) Licensee shall not charge the County or public schools any fee for providing the distribution of basic service to any of the buildings so connected, except pay TV services requested by user.

(c) All connections herein prescribed shall provide access to all Basic Service signals transmitted by Licensee's cable television system.

(d) In the event the public agency desires additional services, Licensee shall provide these services, charging the recipient of the service the actual variable cost to Licensee of such services.

(e) For good cause shown, the County may waive the requirement for connection or grant extensions of time to comply with this requirement.

SECTION 12. INTERCONNECTION

The County reserves the right to require the licensee to interconnect its cable television system with any other cable television system operating within the County of San Diego. For good cause shown, County may waive this requirement to interconnect, or grant extensions of time to comply with this requirement.

SECTION 13. FAIR EMPLOYMENT PRACTICES

(a) In carrying out the construction, maintenance and operation of the cable television system, Licensee shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, handicap or national origin.

(b) Licensee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(c) Licensee shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause.

(d) Licensee shall, in all solicitation or advertisements for employment placed by or on behalf of the Licensee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.

(e) Licensee shall incorporate requirements in all of its contracts for work relative to construction, maintenance and operation of the cable television system, other than contracts for standard commercial supplies or raw materials, to require all of its contractors for such work to meet Section 634 of the Communications Act of 1934. Licensee is also required to forward a copy of their annual report to the Office of the Cable Television Review Commission at the time the report is submitted to the Federal Communications Commission.

SECTION 14. LICENSE FEE

(a) In consideration for the granting and exercise of this License as herein defined, for the use of public rights-of-way for the purpose of constructing and operating a cable television system, Licensee shall pay each year to County during the life of this License, an amount equal to five percent (5%) of total basic receipts arising from the use and possession of this License. Federal copyright fees shall be exempt from payment of the license fee and may be shown as a separate item on the customer billings. Checks for all payments shall be made payable to San Diego County and shall be submitted to the Cable Television Review Commission.

(b) The Licensee shall file with the County within ninety (90) days after the expiration of any calendar year during which this franchise is in force, a verified statement showing in appropriate detail the total gross receipts, as defined herein, of Grantee, its successors or assigns, during the preceding calendar year. It shall be the duty of Licensee to pay to the County within thirty (30) days after the time for filing such statements, the remaining sum due for the calendar year covered by such statements. This statement shall be the basis for quarterly estimated payments as deposits on the franchise payment due for the following year. Such quarterly estimated payments are to be made to the County on or before June 30, September 30, and December 31 of each calendar year for that year's estimated payments. Each estimated payment shall be equal to twenty-five percent (25%) of the previously filed verified statement, rounded to whole, even dollars. The fourth payment due after the filing of the annual verified statement shall adjust for all estimated payments made for that calendar year.

(c) License fees remitted by mail shall be deemed timely filed only if the envelope enclosing the license fee is addressed to the County and bears a postmark on or prior to the due date.

(d) In the event Licensee fails to make the payments for this License on or before the dates due as hereinabove provided, Licensee shall pay as additional consideration both of the following amounts:

- (1) A sum of money equal to ten percent (10%) of the amount due. This amount is required in order to defray those additional expenses and costs incurred by the County by reason of the delinquent payment including, but not limited to, the cost of administering, accounting and collecting said delinquent payment and the cost to the County of postponing services and projects necessitated by the delay in receiving revenue; and
- (2) A sum of money equal to the prime interest rate plus three percent (3%) per year or portion thereof of the amount due as interest or for loss of use of the money due.

SECTION 15. REPORTS AND AUDITS

Licensee shall furnish County with an annual progress report and maps indicating in detail the location of completed extensions, existing construction and system extensions planned for the coming years, including those facilities indicated under Section 11.

Further, Licensee shall provide projections for system expansion, both in service provided and new plant location for the forthcoming year. Such annual reports and maps shall be submitted to the Executive Officer by March 31, of each year.

(b) Licensee shall submit upon request a copy of all communications between Licensee and the FCC, or any Federal or State regulatory agency having jurisdiction over Licensee's cable television system, to the Executive Officer of the Commission.

(c) Licensee shall permit examination by any duly authorized representative of County during all business times of any and all maps and other such records kept or maintained by Licensee or under its control concerning the operation, affairs, transactions or property of Licensee at the local office.

(d) Licensee shall keep and preserve, for a period of three (3) years all the records necessary to determine the amount of such license fee, including but not limited to all business records, bank statements and copies of Federal and State income tax returns filed by the Licensee.

(e) County shall have the right to require such reports as may be necessary to confirm Licensee's performance of obligations hereunder to County and to Licensee's subscribers.

(f) Period Review of Public Hearing:

- (1) Licensee's performance under the terms of this license may be subject to periodic review by the Commission in a duly noticed public hearing, such periodic review to be held at intervals of five (5) years.

- (2) In the event a duly noticed public hearing is held by the Commission at any time during the term of the license with respect to any other matter, licensee's performance may be reviewed by the Commission as part of that public hearing, provided the public notice so specifies.
- (3) In no case will any periodic review preclude proceedings by the County at any time to terminate the license for default.

SECTION 16. CONSTRUCTION REQUIREMENTS, STREET WORK, AND CHANGES REQUIRED BY PUBLIC IMPROVEMENT

a. Construction Requirements

(1) All License Property to be constructed and operated under this License shall be built and constructed in a good and workmanlike manner, of good material and shall be maintained in good working condition.

(2) Licensee shall utilize existing poles, conduits, and other facilities whenever possible and reasonable, and shall only construct or install any new, different, or additional poles, conduits, or other facilities in conformance with General Order No. 95 and General Order No. 128 of the California Public Utilities Commission. This paragraph shall not be construed to prohibit underground installation of the system where Licensee elects to install underground.

(3) In those areas of the County where all utility lines are underground or hereafter are placed underground, the Licensee shall construct, relocate, operate and maintain all transmission and distribution facilities underground.

(4) Licensee shall comply with any instructions of the Executive Officer or the Director of Public Works with respect to the design, location or relocation of any of said License Property with said Director of Public Works.

b. Street Work

(1) Performance of all work within the rights-of-way of any and all public highways, streets and roads shall be:

(a) In compliance with the requirements of the San Diego County Code and all ordinances of the County of San Diego heretofore or hereafter adopted; and of any permits issued pursuant thereto; and

(b) In conformity with plans and specifications approved by and to the satisfaction of the Director of Public Works.

(2) Any cable or conduit laid, located or maintained pursuant to this License shall be so placed as not to interfere with the use of said public streets and highways, by the traveling public or with any other public use, to any greater extent than is reasonably necessary, and except where necessary to

cross the roadway, shall be placed outside of the road bed, as near to the right-of-way line as possible so as not to interfere with road maintenance operations or with other underground facilities.

(3) In laying, repairing or maintaining said cable or conduit, Licensee shall fill and compact all trenches and leave the surface of the streets, highways and private driveways and other surfaces in as good condition as they were prior to excavating for laying, repairing or maintaining said cable or conduit.

(4) Any damage done directly or indirectly to any public street, highway, alley or public improvement by the Licensee, in exercising directly or indirectly any right, power or privilege under this License, or in performing any duty under or pursuant to the provisions of this License shall be promptly repaired by said Licensee, at its sole cost and expense, to the complete satisfaction of the County. Licensee shall repair any such damage within ten (10) days after service of a written notice upon the Licensee to make any such repairs. In the event Licensee fails to comply with said written notice to repair, the County may immediately do whatever work is necessary to carry out such repairs at the cost and expense of the Licensee, which cost the Licensee shall pay upon demand.

c. Changes Required by Public Improvements

(1) County reserves the right to improve any highway, street, alley or other public places, or any portions thereof, over and within which this License is granted, including the widening, change of grade, change of alignment, construction or reconstruction of such highway, street, or alley, or any portion thereof, and there is further reserved to the County the right to construct, reconstruct, install, repair and maintain in any such highway, street, alley, or other public places, or any portion thereof, any public improvement.

(2) If notice in writing is given to the Licensee thirty (30) days in advance that work on a governmental use of the streets is to be done pursuant to any right reserved in paragraph (1) above, specifying the general nature of the work and the area in which the same is to be performed, the Licensee shall do all things necessary to protect the License Property during the progress of such work, and if ordered by the Director of Public Works, the Licensee shall relocate the affected License Property within the highway, street, or alley to such extent, in such manner, and for such period as shall be necessary to permit the performance of such work in accordance with generally recognized engineering and construction methods, and to permit the maintenance, operation and use of such public improvement, highway, street, or alley so improved. All of such things to be done and work to be performed by the Licensee shall be at the sole cost and expense of the Licensee; except, however, payment of the cost of any relocation made necessary by such construction, reconstruction, change of grade or alignment, shall not apply to any freeway construction by the State of California.

(3) In the event that the County shall hereafter construct, install, reconstruct or repair any bridge or artificial support in or underlaying any highway, street, alley in which the License Property is located, the Licensee

shall be notified and given reasonable time to relocate or repair Licensee's property in conformance with the County construction or in the alternative, if the licensee fails to act and as a result of the failure to act the cost of such work of the County as defined above is increased in order to provide for the reasonable installation, maintenance or operation of the licensee's property in or on the area covered by or underlaid by said bridge or other artificial support, then the licensee shall pay to the County or district doing such work the full amount of such increase of cost upon completion of such construction, installation or repair.

d. Removal or Abandonment of License Property

(1) In the event that (a) the use of any License Property is discontinued for any reason for a continuous period of twelve months or (b) License Property has been installed in any street or other dedicated public right-of-way without complying with the requirements of this License, Licensee, at their expense, shall remove promptly from the street all License Property other than any which the Director of Public Works may permit to be abandoned in place. In the event of any such removal, Licensee shall promptly restore to a condition satisfactory to the Director of Public Works the street or other dedicated public rights-of-way or other public places in County from which the License Property has been removed.

(2) License Property to be abandoned in place shall be abandoned in the manner prescribed by the Director of Public Works.

SECTION 17. HOLD HARMLESS

(a) Licensee shall indemnify and hold County harmless from any liability claims, damages, costs or expenses, including reasonable attorney's fees, arising from injury to persons or damages to property proximately caused by any conduct undertaken by Licensee, its agents or employees, by reason of this License; Licensee shall at its sole risk and expense, upon demand of County, excepting acts of negligence on the part of the County, appear in and defend any and all suits, actions, or other legal proceedings, whether judicial, quasi-judicial, administrative, legislative, or otherwise, brought or instituted or had by third persons or duly constituted authorities, against or affecting the County, its officers, boards, commissions, agents, or employees, and arising out of or pertaining to the exercise of rights arising under this License.

(b) Licensee shall pay and satisfy, shall cause to be paid and satisfied, any judgment, decree, order, or demand granted or issued against Licensee or County, its officers, boards, commissions, agents, or employees in any action subject to paragraph (a); and such indemnity shall continue to exist without reference to or limitation by the amount of any bond, policy of insurance, deposit, or other guarantee or insurance required hereunder or otherwise; provided that neither Licensee nor County shall make any compromise or settlement of any claim, demand or cause of action or other proceeding, without first obtaining the written consent of the other.

SECTION 18. INSURANCE

(a) Prior to the effective date of this License, Licensee shall obtain public liability insurance, issued by a company duly authorized to do business in the State of California and in a form satisfactory to the County, protecting the County and Licensee against loss from liability imposed by law for damages on account of bodily injury, including death resulting therefrom, and against loss from liability imposed by law for damages to any property, resulting directly or indirectly from any activities of the Licensee under the rights granted by this License.

(b) Said insurance shall have minimum liability limits of one million dollars (\$1,000,000) for personal injury or death of any one person and one million dollars (\$1,000,000) for personal injury or death of two or more persons in any one occurrence and five hundred thousand dollars (\$500,000) for damages to property resulting from any one occurrence. Proof of such insurance shall be filed with the Executive Officer.

(c) Said insurance shall be maintained in full force and effect during the entire term of this License and shall have a non-cancellation-without-ten-day-notice-to County clause, requiring copies of all cancellation notices be sent to the Commission. Failure to maintain said insurance in the prescribed amounts shall be sufficient cause to revoke this License.

SECTION 19. FAITHFUL PERFORMANCE BOND

(a) Licensee shall file with the Executive Officer an acceptable corporate surety bond in the amount of five thousand dollars (\$5,000), which shall be maintained in force for the entire term of this License, and conditioned that in the event Licensee shall fail to comply with any one or more of the provisions of this License then there shall be recoverable jointly and severally from the principal and surety of such bond any damages suffered by County as a result thereof, including the full amount of any compensation, indemnification, or cost of removal or abandonment of property as a result of License forfeiture, up to the full amount of the bond; the condition to be a continuing obligation for the duration of this License and thereafter until Licensee has liquidated all of their obligations with County that may have arisen from the acceptance of the License by Licensee or from his exercise of any privilege herein granted. Immediately after the County has made a demand and received payment pursuant to the bond, licensee shall renew or reinstitute the bond at five thousand dollars (\$5,000) to further guarantee the faithful performance of Licensee's obligations pursuant hereto.

SECTION 20. FORFEITURE OF LICENSE DUE TO DEFAULT

(a) The County shall have the power at any time during the life of this License to declare this License forfeited, null and void for breach of any one or more of the terms, conditions, requirements, obligations, limitations or provisions under which this License is awarded. Licensee shall have the right to notice, and to a hearing before said Commission before a forfeiture is declared.

(b) Upon declaration of a forfeiture, all rights and privileges accruing to Licensee by virtue of this License shall at that moment be terminated and Licensee shall cease all construction under said License and shall, within thirty (30) days after such declaration of forfeiture, conclude all operations and business under this License.

SECTION 21. DISPOSITION OF LICENSE PROPERTY UPON TERMINATION OR FORFEITURE OF LICENSE

(a) Upon forfeiture of this License, County shall have the option to purchase all or part of the License Property in accordance with subdivisions (b) and (c) of this section and the County may direct Licensee to cease operation of the system. Upon notice of the County's intent to purchase the License Property as herein provided, Licensee shall execute all appropriate documents to transfer title to the County in accordance with Section 627 of the Communications Act of 1934.

(b) In the event the Licensee's license is terminated, the purchase price for the County of all, or any part of the License Property shall be fair market value of the property as agreed upon by the County and Licensee. In the event no such agreement can be reached as to such purchase price, the matter shall be referred to arbitration pursuant to Section 22 of this License. Any award by arbitration to Licensee shall be in accordance with Section 627(B) of the Communications Act of 1934.

SECTION 22. ARBITRATION

A panel of three arbitrators shall determine such matters which are expressly subject to arbitration under provisions of this License. Arbitration shall be mandatory as to both Licensee and the County. The Licensee and the County shall each appoint one arbitrator, and the third shall be appointed by the presiding judge in the Superior Court of San Diego County; provided however, that the County and Licensee may agree that the two arbitrators appointed by them may in turn appoint the third arbitrator. All provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the Code of Civil Procedure, shall apply to all matters herein subject to arbitration. In no event shall the County be obligated for more than half the expenses of such arbitration, including the fees of the arbitrators.

SECTION 23. SEVERABILITY

If any provision of this License or the application of this License to any person or circumstances is held invalid by a court of competent jurisdiction or is not in compliance with any requirement of the FCC, the PUC, or any other Federal or State agency, the remainder of the License, or the application of this License to persons or circumstances other than those to which it is held invalid or not in such compliance, shall not be affected thereby.

SECTION 24. EFFECTIVE DATE

This License shall become effective September 8, 1986; provided that, within sixty (60) days after the date of its award, Licensee shall have submitted to the Executive Officer all necessary documents.

Upon Licensee's failure for any reason to submit all or any of said documents in sufficient form to the Executive Officer within sixty (60) days from the date of awarding this License, this License shall become null and void.

SECTION 25. TERMINATION OF PRIOR LICENSE


When this License becomes effective, the rights and obligations of Tele-Cable Service Corp. contained in License/(Ordinance) Number 106-1986 shall become null and void for all purposes and said License shall become inoperative and terminated.

SECTION 26. TAXES, ASSESSMENTS, AND FEES

This license may result in the creation of a possessory interest. If such a possessory interest is vested in the Licensee, Licensee may be subjected to payment of personal property taxes levied on such interest. Licensee shall be responsible for the payment of, and shall pay before delinquent, all taxes, assessments, and fees assessed or levied upon Licensee, on licensed property or any interest therein or by reason of the business or other activities of Licensee in connection with this license. Nothing herein contained shall be deemed to prevent or prohibit Licensee from contesting the validity or amount of any such tax, assessment or fee in the manner authorized by law.

SECTION 27. ADMINISTRATION

The designated administrator of this license for the County of San Diego is the Cable Television Review Commission or such other person or agency as the County may designate in writing.



Executive Officer of the
Cable Television Review Commission of the
County of San Diego.

SECTION 28. ACCEPTANCE

Licensee hereby accepted and agrees to faithfully perform and abide by all the terms, conditions, requirements, obligations and limitations of this License. Licensee further agrees to faithfully perform and abide by all of the terms and conditions of the Federal Communications Commission's Rules and Regulations for Cable Television Service, being familiar with same.

Date: 9-23-86

Signature: Arthur C Barnett

Name: ARTHUR C BARNETT

Title: CHIEF ENG/MGR.

Name of Licensee: TELE-CABLE SERVICE CORP.

Date Awarded: 9/8/86

Date Effective: 11/27/86

Date Surety Bond Submitted: 9/23/86

Date Liability Policy Submitted: 9/23/86

Date Affirmative Action: N/A

APPENDIX A

DESIGNATED SERVICE AREA

Grant a cable television license to Tele-Cable Service Corp., to be County-wide with primary responsibility for providing service to Borrego Springs general area of San Diego County.

APPENDIX B

MAXIMUM ALLOWABLE RATES FOR*
BASIC CABLE TELEVISION SERVICE

RESIDENTIAL RATES (INDIVIDUAL ACCOUNT BILLING)

Monthly Service Charge

First Outlet, Basic Service

\$ 15.95

COMMERCIAL RATES

Monthly Service Charge

First Outlet, Basic Service (per unit)

\$ 15.95

* This Section shall become null and void on December 30, 1986, to the extent it is superseded by Section 623 of the Communications Act of 1934.

APPENDIX B

MAXIMUM ALLOWABLE RATES FOR*
BASIC CABLE TELEVISION SERVICE

RESIDENTIAL RATES (INDIVIDUAL ACCOUNT BILLING)

Monthly Service Charge

First Outlet, Basic Service	\$12.50
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COMMERCIAL RATES

Monthly Service Charge

First Outlet, Basic Service (per unit)	\$10.00
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* This Section shall become null and void on December 30, 1986, to the extent it is superseded by Section 623 of the Communications Act of 1934.



County of San Diego

CABLE TELEVISION REVIEW COMMISSION

(619) 595-4660

FAX (619) 595-4664

1600 PACIFIC HIGHWAY, MS A-54, SAN DIEGO, CA 92101-2481

March 16, 1995

Attached is the most recent amendment to the County Code of Regulatory Ordinances pertaining to cable companies' Service Deposit Refund Requirements.

If you have any questions, you may call the Cable Television Review Commission at 595-4660.

/cmc

COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, FEBRUARY 7, 1995

MINUTE ORDER NO. 29

SUBJECT: Administrative Item:
Second Consideration and Adoption of Ordinance -
County Code of Regulatory Ordinances - Amendment to
Section 21.1651 Regarding Customer Service Obligations

FISCAL IMPACT:

There is no fiscal impact associated with this request.

RECOMMENDATION:

CHIEF ADMINISTRATIVE OFFICER:

Adopt Ordinance entitled:

AN ORDINANCE AMENDING COUNTY CODE SECTION 21.1651 PERTAINING TO
CABLE COMPANIES' SERVICE DEPOSIT REFUND REQUIREMENTS

ACTION:

Ordinance having been introduced on February 1, 1995, Minute Order No. 31; MOTION of Supervisor Slater, seconded by Supervisor Horn, the Board of Supervisors took action as recommended, on Consent, Ordinance No. 8500 (AN ORDINANCE AMENDING COUNTY CODE SECTION 21.1651 PERTAINING TO CABLE COMPANIES' SERVICE DEPOSIT REFUND REQUIREMENTS).

Ayes: Cox, Jacob, Slater, Roberts, Horn

- - -

State of California)
County of San Diego) ^{SS}

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.



THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors

By *L. Monteleone*
Lorena Loaiza Monteleone, Deputy

ORDINANCE NO. 8500 (New Series)

AN ORDINANCE AMENDING COUNTY CODE
SECTION 21.1651 PERTAINING TO CABLE COMPANIES'
SERVICE DEPOSIT REFUND REQUIREMENTS

The Board of Supervisors of the County of San Diego ordains as follows:

Section 1.

Section 21.1651(c) of the San Diego County Code, Cable Television Systems, is hereby amended by adding the following subsection:

SEC. 21.1651(c) CUSTOMER SERVICE OBLIGATIONS.

- (3) Refund checks will be issued promptly, but no later than either:
- (i) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or
 - (ii) The return of the equipment supplied by the cable operator if service is terminated, or
 - (iii) One year of prompt payments for the return of service deposits, or the notification to the customer on every bill of the customer's right to request return of the deposit after the one-year period has passed.

Section 2. This Ordinance shall take effect and be in force thirty (30) days after the date of its passage, and before the expiration of fifteen (15) days after its passage, it shall be published once with the names of the members voting for and against the same in the San Diego Daily Transcript, a newspaper of general circulation published in the County of San Diego.

PASSED, APPROVED and ADOPTED this 7th day of February 1995.

DIANNE JACOB
Chairwoman of the Board of
Supervisors of the County of San
Diego, State of California

The above Ordinance was adopted by the following vote:

Supervisor Greg Cox	voting "Aye"
Supervisor Dianne Jacob	voting "Aye"
Supervisor Pam Slater	voting "Aye"
Supervisor Ron Roberts	voting "Aye"
Supervisor Bill Horn	voting "Aye"

ATTEST my hand and the seal of the Board of Supervisors this 7th day of February, 1995.



THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors

By *L. Monteleone*
Lorena Monteleone, Deputy

Ordinance No. 8500 (New Series)
2/7/95 (29)

ORDINANCE NO. 8288 (NEW SERIES)

AN ORDINANCE ESTABLISHING THE CUSTOMER
SERVICE STANDARDS FOR ALL CABLE COMPANIES

The Board of Supervisors of the County of San Diego ordains as follows:

Section 1. The San Diego County Code, Cable Television Systems, is hereby amended by adding the following subsections:

Sec. 21.1604. Definitions

(k) "Normal Business Hours" shall mean those hours during which most similar businesses in the community are open to service customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(l) "Normal Operating Conditions" shall mean those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(m) "Service Interruption" shall mean the loss of picture or sound on one or more cable channels.

Section 2. The San Diego County Code, Cable Television Systems, is hereby amended by adding the following subsections:

Sec. 21.1651. CUSTOMER SERVICE OBLIGATIONS. All cable companies shall be subject to the following customer service standards.

(a) Cable system office hours and telephone availability. The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(1) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(2) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(i) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(ii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of complaints indicates a clear failure to comply.

(iii) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(iv) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(b) Installations, outages, and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis.

(1) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(2) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct their service problems the next business day after notification of the service problem.

(3) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation

activities outside of normal business hours for the express convenience of the customer.)

(4) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(5) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(6) All cable company personnel contacting subscribers or potential subscribers outside the office of the operator shall be clearly identified as associated with the cable company.

(c) Communications between cable operators and cable subscribers.

(1) Notification to subscribers

(i) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request.

(A) Products and services offered;

(B) Prices and options for programming services and conditions of subscription to programming and other services;

(C) Installation and service maintenance policies;

(D) Instructions on how to use the cable service;

(E) Channel positions and programming carried on the system; and,

(F) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(ii) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible through announcements on the cable system and in writing. Notice must be given to subscribers a

minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by the preceding paragraph.

(2) Billing

(i) Bills will be clear, concise, and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activities during the billing period, including optional charges, rebates, and credits.

(ii) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(3) Refund checks will be issued promptly, but no later than either:

(i) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(ii) The return of the equipment supplied by the cable operator if service is terminated.

(4) Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(5) The cable operator shall allow all customers who pay their bill directly to the cable company, at least 15 days from the date the bill for services is mailed to the customer, to pay the listed charges unless otherwise agreed to pursuant to a rental agreement. The cable customer payments shall be posted promptly. No cable operator may terminate service for nonpayment of a delinquent account unless the cable operator furnishes a notice of the delinquency and impending termination, at least 15 days prior to the proposed termination. The notice shall be mailed to the cable customer billing address. The notice shall not be mailed until the 16th day after the date the bill for services was mailed to the customer. The notice of delinquency and impending termination may be part of a billing statement. No cable operator may assess a late fee any earlier than the 22nd day after the bill for service has been mailed.

(6) Every notice of termination of service pursuant to subdivision (5) shall include all of the following information:

(i) The name and address of the customer whose account is delinquent.

(ii) The amount of the delinquency.

(iii) The date by which payment is required in order to avoid termination of service.

(iv) The telephone number of a representative of the cable operator who can provide additional information and handle complaints or initiate an investigation concerning the service and charges in question.

(v) Service may only be terminated on days in which the customer can reach a representative of the cable operator either in person or by telephone.

(7) Any service terminated without good cause shall be restored without charge for the service restoration. Good cause includes, but is not limited to, failure to pay, payment by check for which there are insufficient funds, theft of service, abuse of equipment or system personnel, or other similar subscriber actions.

Section 3. The San Diego County Code, Cable Television Systems, is hereby amended by adding the following subsections:

Sec. 21.1652. FORFEITURE OF LICENSE DUE TO NONCOMPLIANCE. All cable companies shall be subject to forfeiture of their license for noncompliance of any Section of this Chapter. No forfeiture of a license will be considered where the noncompliance is out of the reasonable control of the cable operator.

(a) The County shall have the right at any time during the life of a cable operator's License to declare that License forfeited, null and void for noncompliance with any one or more of the terms, conditions, requirements, obligations, limitations or provisions of this Chapter under which the Cable Television License is awarded.

(b) The County shall give the cable operator written notice of any alleged noncompliance of this Chapter and allow the cable operator at least 30 days from receipt of the notice to remedy the noncompliance. Should the noncompliance not be corrected within the time frame, the Commission will have the right to set a public hearing for the purpose of considering the forfeiture of the License.

(c) Upon declaration of a forfeiture, all rights and privileges accruing to the cable operator by virtue of the License shall at that moment be terminated and the cable operator shall cease all construction under the License and shall, within 30 days after the declaration of forfeiture, conclude all operations and business under the License.

Section 4. Effective Date. This ordinance shall take effect thirty (30) days after its adoption. Within fifteen (15) days after the date of adoption of this ordinance, a summary shall be published once with the names of the members voting for and against the same in the San Diego Daily Transcript, a newspaper of general circulation published in the County of San Diego.

PASSED, APPROVED, AND ADOPTED this 3rd day of August, 1993.

BRIAN P. BILBRAY, Chairman
County of San Diego Board of Supervisors

The above ordinance was adopted by the following vote:

AYES: Bilbray, Jacob, Slater, Williams, MacDonald

ATTEST my hand and the seal of the Board of Supervisors this 17th day of August, 1993.



THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors

By Adair Gomez
Adair Gomez, Deputy

Ordinance No. 8288
8/3/93 (37)

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

William D. Smith
6/2/93

ORDINANCE NO. 8392 (NEW SERIES)

**AN ORDINANCE ESTABLISHING BLOCKING-OUT
OF SEXUALLY EXPLICIT CHANNELS,
SERVICE DEPOSIT REFUNDS, AND
SELLING OF CUSTOMER MAILING LISTS**

The Board of Supervisors of the County of San Diego ordains as follows:

Section 1. Chapter 16, Article II of the San Diego County Code, Regulatory Ordinances, Cable Television Systems, is hereby amended by adding the following section:

Sec. 21.1634. OTHER LICENSE TERMS AND CONDITIONS.

(m) Licensees who provide channels which carry sexually explicit programming shall notify their customers by written notice at the time of connection to the cable system and at least once every year, and that the cable operator will block-out such sexually explicit channel(s) at no cost to the cable customer when requested by the customer. The method to block-out the unwanted channel may be selected by the cable operator. The unwanted channel must be totally blocked out without negative effects on other channels.

Section 2. Chapter 16, Article II of the San Diego County Code, Regulatory Ordinances, Cable Television Systems, is hereby amended by adding the following section:

Sec. 21.1634. OTHER LICENSE TERMS AND CONDITIONS.

(l) Licensee shall have no right to sell their subscribers' mailing lists and consumer surveys, unless the customer requests that his/her name be included in the mailing lists.

Section 3. The San Diego County Code, Regulatory Ordinances, Cable Television Systems, is hereby amended by adding the following subsection:

Sec. 21.1651. CUSTOMER SERVICE OBLIGATIONS. All cable companies shall be subject to the following customer service standards.

(c) Communications between cable operators and cable subscribers.

(3) Refund checks will be issued promptly, but no later than either the customer's next billing cycle or thirty (30) days, whichever is earlier, following:

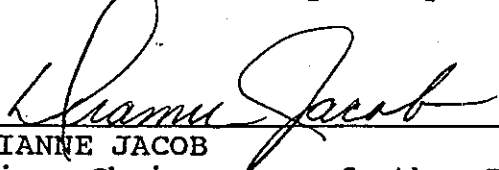
(i) The resolution of the customer's request.

(ii) The return of the equipment supplied by the cable operator if service is terminated.

(iii) One year of prompt payments for the return of service deposits, or the notification to the customer on every bill of the cable operator's policy for service deposit refunds.

Section 4. This ordinance shall take effect and be in force from and after 30 days after its passage, and, before the expiration of 15 days after its passage, a summary thereof shall be published in the San Diego Daily Transcript, a newspaper of general circulation published in the County of San Diego.

PASSED, APPROVED, AND ADOPTED this 26th day of April, 1994.



DIANNE JACOB
Vice Chairwoman of the Board of
Supervisors of the County of San
Diego, State of California

The above ordinance was adopted by the following vote:

Supervisor Brian P. Bilbray	Aye
Supervisor Dianne Jacob	Aye
Supervisor Pam Slater	Absent and not voting
Supervisor Leon L. Williams	Aye
Supervisor John MacDonald	Aye

ATTEST my hand and the seal of the Board of Supervisors this
3rd day of May, 1994.



THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors

BY



Jan Bryson, Deputy

Ord. No. 8392 (N.S.)
4/26/94 (33) jlb