

Before the  
**FEDERAL COMMUNICATIONS COMMISSION**  
Washington, DC 20554

---

In the Matter of )  
Implementation of Section 621(a)(1) of )  
the Cable Communications Policy Act of 1984 ) MB Docket No. 05-  
311  
as amended by the Cable Television Consumer )  
Protection and Competition Act of 1992 )

---

**COMMENTS OF CITY OF DUBLIN**

These Comments are filed by the City of Dublin, California in support of the comments filed by the National League of Cities ("NLC") and the National Association of Telecommunications Officers and Advisors ("NATOA"). Like NLC and NATOA, the City of Dublin believes that local governments can issue an appropriate local franchise for new entrants into the video services field on a timely basis, just as they have for established cable services providers. In support of this belief, we wish to inform the Commission about the facts of video franchising in our community.

**Deleted:** These Comments are filed by the City of Dublin in support of the comments filed by the National Association of Telecommunications Officers and Advisors ("NATOA"). Like NATOA, the City of Dublin believes that local governments can issue an appropriate local franchise for new entrants into the video services field on a timely basis, just as they have for established cable services providers. In support of this belief, we wish to inform the Commission about the facts of video franchising in our community.

**Cable Franchising in Our Community**

**Community Information**

The City of Dublin is a city with a population of approximately 40,000 people located in the East Bay of Northern California. Our franchised cable provider(s) is Comcast. Our community has negotiated cable franchises since 1982, the year the City incorporated.

**Our Current Franchise**

Our current franchise began on June 1, 2001 and expires on June 1, 2011. Under the statutory timeline laid out in the Federal Cable Act, the cable operator has a 6-month window beginning 36 months before the expiration of the franchise in which to request a renewal under the Federal Act. As a result, at this time we are not currently negotiating a franchise renewal with the incumbent provider.

Our franchise requires the cable operator to pay a franchise fee to the City in the amount of 5% of the cable operator's revenues. The revenues for franchise fee purposes are calculated based on the gross revenues of the operator, in accordance with the Federal Cable Act.

We require the cable operator to provide the following capacity for public, educational, and/or governmental ("PEG") access channels on the cable system. We currently have one channel devoted to public access; one channel devoted to educational access; and two channels to government access.

Our franchise requires that our PEG channels be supported in the following ways by the cable operator: As part of the franchise negotiations with the cable service provider, the City was provided a one-time cable equipment grant in the amount of \$250,000 for capital costs associated with the operations of its PEG channels, \$50,000 of which was required to be given back to the cable service provider in exchange for facility upgrades and other cable related services.

In addition, the cable service provider offered to include a \$.50 per month fee on subscriber bills that is be used to support the operations of the community's PEG channels operated by Tri-Valley Community Television.

Tri-Valley Community Television (TV30) operates the government and public education channels serving the cities of Dublin, Livermore, Pleasanton and San Ramon. The station operates channels 28, 29 & 30 on the Comcast Cable System, broadcasting to 68,000 households representing a population of nearly 200,000 people.

Tri-Valley Community Television broadcasts public meetings on an on-going basis, including the city council meetings of each of the four participating jurisdictions, as well as the Pleasanton School Board, the Dublin School Board, the Livermore School Board and the Livermore Area Recreation and Park District. The station produces a variety of community-oriented shows including the nightly TV30 News Broadcast, as well as other news, sports, lifestyle and educational programming. The station offers affordable video production services to a variety of clients in the public, private and non-profit sectors, and classroom training and workshops in video production through the Tri-Valley Regional Occupational Program.

Our franchise contains the following requirements regarding emergency alerts: The cable service provider shall provide Emergency Alert System capability in full compliance with applicable Federal Communications Commission requirements and shall provide reasonable procedures for the City to access and use the cable system in case of an emergency. These emergency alert requirements

provide an important avenue of communication with our residents in the event of an emergency.

Our franchise contains customer service obligations, by which we are able to help ensure that the cable operator is treating our residents in accordance with federal standards and the terms it agreed to in its franchise. Such provisions include the following: Enforcement of FCC customer service standards; customer notification requirements; standard for customer service operators; local office and/or after hours drop-off/bill pay service; installation and service call standards; customer complaint procedures, etc.

Our franchise requires that the cable operator currently provide service to the entire City of Dublin, including any territory that may be annexed by the City during the term of the Agreement.

Our franchise contains the following insurance and bonding requirements: Liability insurance not less than \$2 million per occurrence. The Agreement also requires the cable operator to provide a security fund, as security for the faithful performance of all material provisions of the Agreement, in the form of a letter of credit in the amount of \$50,000

The cable franchise grants the cable operator access to the public rights of way and compatible easements for the purpose of providing cable television service. Apart from the franchise, the cable provider is required to obtain an encroachment permit from the City's Public Works Department as well before it may access the public rights of way.

The franchise agreement provides for enforcement mechanisms by which we are able to ensure that the cable operator is abiding by its agreement: Examples of enforcement mechanisms included in the Agreement are rights of inspection, rights of audit and liquidated damages.

### **The Franchising Process**

The cable system(s) serving our community also serves the cities of Livermore, Pleasanton and San Ramon. For the Agreement that began in June 2001, our communities worked together to negotiate simultaneous, nearly identical cable franchises with AT&T. This allowed the company to quickly obtain franchises in these communities so as to be able to serve a large region, while also allowing for individual provisions in specific franchises in order to tailor them to meet local needs.

Under the law, a cable franchise functions as a contract between the local government (operating as the local franchising authority) and the cable operator.

Like other contracts, its terms are negotiated. Under the Federal Cable Act it is the statutory obligation of the local government to determine the community's cable-related needs and interests and to ensure that these are addressed in the franchising process – to the extent that is economically feasible. However derived (whether requested by the local government or offered by the cable operator), once the franchise is approved by both parties the provisions in the franchise agreement function as contractual obligations upon both parties.

While a franchise is negotiated by the local government as a contract, the process provides the cable operator additional due process rights, and consequent additional obligations on the local government. Additionally, the Agreement allows both parties the opportunity to renegotiate terms based on changes in state of federal law.

### **Competitive Cable Systems**

Our community has mechanisms in place to offer the same or a comparable franchise to a competitor upon request.

Formatted: Bullets and Numbering

### **Conclusions**

The local cable franchising process functions well in the City of Dublin. As the above information indicates, we are experienced at working with cable providers to both see that the needs of the local community are met and to ensure that the practical business needs of cable providers are taken into account.

Local cable franchising ensures that local cable operators are allowed access to the rights of way in a fair and evenhanded manner, that other users of the rights of way are not unduly inconvenienced, and that uses of the rights of way, including maintenance and upgrade of facilities, are undertaken in a manner which is in accordance with local requirements. Local cable franchising also ensures that our local community's specific needs are met and that local customers are protected.

Local franchises thus provide a means for local government to appropriately oversee the operations of cable service providers in the public interest, and to ensure compliance with applicable laws. There is no need to create a new Federal bureaucracy in Washington to handle matters of specifically local interest.

Finally, local franchises allow each community, including ours, to have a voice in how local cable systems will be implemented and what features (such as

PEG access, or local emergency alerts, etc.) will be available to meet local needs. These factors are equally present for new entrants as for existing users.

The City of Dublin therefore respectfully requests that the Commission do nothing to interfere with local government authority over franchising or to otherwise impair the operation of the local franchising process as set forth under existing Federal law with regard to either existing cable service providers or new entrants.

Respectfully submitted,

City of Dublin

By: Janet Lockhart, Mayor  
100 Civic Plaza  
Dublin, CA 94568

cc: [National League of Cities, leanza@nlc.org](mailto:leanza@nlc.org)  
[NATO, info@natoa.org](mailto:info@natoa.org)  
[John Norton, John.Norton@fcc.gov](mailto:John.Norton@fcc.gov)  
[Andrew Long, Andrew.Long@fcc.gov](mailto:Andrew.Long@fcc.gov)  
[Genevieve Morelos, League of California Cities, gmorelos@cacities.org](mailto:gmorelos@cacities.org)

**Deleted:** cc: . NATO, info@natoa.org¶  
. John Norton, [John.Norton@fcc.gov](mailto:John.Norton@fcc.gov)¶  
Andrew Long, [Andrew.Long@fcc.gov](mailto:Andrew.Long@fcc.gov)¶