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January 22, 2010

Via ECFS

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: WC Docket Nos. 08-33 and 08-185 – Intrado Arbitration Petitions

Dear Ms. Dortch:

On January 12, 2010, Intrado Communications of Virginia, Inc. (“Intrado”) filed a “request to refresh the record” and a “further request for expedited treatment” in the consolidated arbitration proceedings now before the Bureau (“Intrado Request”). Verizon Virginia Inc. (“Verizon”) provides this brief response to correct some of the misstatements in Intrado’s submission.

First, Intrado asserts that it is not “able to obtain mutually beneficial interconnection arrangements to provide its competitive 911/E911 services” until the Bureau issues its decision in these consolidated arbitration proceedings.¹ That is simply not true. Intrado has always been free to negotiate a commercial agreement with Verizon or Embarq, pursuant to Section 251(a), to provide its 911/E911 services to any county in Virginia.² In Florida, Verizon entered a commercial agreement last fall, and Embarq did so last summer.³ And when Verizon learned that Pittsylvania County, Virginia, had chosen Intrado as its 911 provider, Verizon invited Intrado to contact Verizon to begin negotiations for a commercial agreement to enable Intrado to provide its 911/E911 services to the County.⁴

¹ Intrado Request at 15-16.

² See 47 U.S.C. § 251(a).

³ See Fifteenth Consolidated Status Report of Intrado Comm. of Virginia Inc., WC Docket Nos. 08-33 and 08-185 at 1 (filed July 2, 2009) (“As a result of the Florida arbitration ruling, the Parties have entered into a Wireline E911 Network Services Commercial Interconnection Agreement as of June 22, 2009.”).

⁴ See Email from Paul Rich, Assistant General Counsel, Verizon, to Cherie Kiser, counsel for Intrado (letter attached thereto) (Oct. 23, 2009).

Second, Intrado incorrectly asserts that “the Ohio commission has ruled four (4) times in favor of Intrado Comm in arbitration proceedings.”⁵ In fact, the Ohio Commission ruled against Intrado on the threshold issue now pending before the Bureau in these consolidated arbitration proceedings. The Ohio Commission specifically found that “Section 251(c) of the Act is not the applicable statutory provision for the purpose of interconnection under this scenario . . . [when] Intrado is the 9-1-1 service provider to the PSAP.”⁶ A total of four state commissions – Ohio, Florida, Illinois and Texas – have ruled against Intrado and found that Intrado is not entitled to obtain Section 251(c) interconnection arrangements. Only one state commission – the North Carolina Utilities Commission – has ruled in Intrado’s favor on the threshold issue, and that decision is now on appeal.⁷

Third, Intrado asserts that the Bureau’s decision in these consolidated arbitration proceedings will “establish a uniform, nationwide regime for competitive 911/E911 interconnection arrangements.”⁸ Again, this is not true. In these consolidated arbitration proceedings, the Bureau stands in the shoes of the Virginia Commission for the limited purpose of deciding the interconnection disputes that were the subject of the Virginia Commission proceeding. Section 252(e)(5) of the Act provides:

[i]f a State commission fails to act to carry out its responsibility under this section in any proceeding . . . the Commission shall issue an order preempting the State commission’s jurisdiction of that proceeding or matter within 90 days after being notified (or taking notice) of such failure, and shall assume the responsibility of the State commission under this section with respect to the proceeding or matter and act for the State commission.”⁹

Pursuant to this section, the Bureau has “assume[d] the jurisdiction of the Virginia Commission over the interconnection arbitration proceeding between Intrado and Verizon in Virginia.”¹⁰ The

⁵ Intrado Request at 7.

⁶ See *Petition of Intrado Communications Inc. for Arbitration of Interconnection Rates, Terms, and Conditions and Related Arrangements with United Telephone Company of Ohio dba Embarq and United Telephone Company of Indiana dba Embarq Pursuant to Section 252(b) of the Telecommunications Act of 1996*, Ohio Case No. 07-1216-TP-ARB, Arbitration Award at 8 (Sept. 24, 2008) Entry on Rehearing (Dec. 10, 2008). The Ohio Commission improperly arbitrated commercial, section 251(a) agreement terms in all of the cases cited by Intrado, although neither Intrado nor the incumbent carriers asked it to do so.

⁷ *BellSouth Telecommunications, Inc. dba AT&T North Carolina v. Edward Finley, Jr., Chairman, et al.*, EDNC Civil Action No. 5:09-cv-517-D (filed Dec. 2, 2009).

⁸ Intrado Request at 11.

⁹ 47 U.S.C. § 252(e)(5).

¹⁰ *Petition of Intrado Communications of Virginia Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of Jurisdiction of the Virginia State Corporation Commission Regarding Arbitration of an Interconnection Agreement with Verizon South Inc. and Verizon Virginia Inc. (collectively, Verizon)*, Order, 2008 FCC Lexis 7423 (2008).

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Bureau is now standing in the place of the Virginia Commission in order to decide the “interconnection disputes that were the subject of the Virginia Commission proceeding.”¹¹

The specific interconnection disputes now pending before the Bureau (should the Bureau even reach them) are limited to interconnection arrangements for 911/E911 services to be provided only in the Commonwealth of Virginia. These disputes, in this context, cannot lead to the establishment of any uniform, nationwide regime for 911/E911 interconnection arrangements. The appropriate forum for the Commission to examine such 911/E911 interconnection issues from a federal perspective would be a notice of inquiry or rulemaking proceeding, where the Commission could engage in the thorough and careful policy analysis, with input from all interested parties. That would be impossible in these limited consolidated arbitration proceedings before the Bureau.

Very truly yours,



Curtis L. Groves

Enclosure

Copies: Service List

¹¹ *Id.* ¶ 5.

CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of January 2010 I served a copy of the foregoing to the parties listed below:

Marlene H. Dortch
Secretary
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/s/ Curtis L. Groves

Curtis L. Groves

Rich, Paul A

From: Rich, Paul A
Sent: Friday, October 23, 2009 6:57 PM
To: 'Kiser, Cherie'
Subject: Pittsylvania County, Virginia
Attachments: Verizon Letter to Intrado--Pittsylvania County 102309.doc

Cherie,

Please see the attached letter with regard to 911 service for Pittsylvania County, Virginia.

Paul Rich



Paul A. Rich
Assistant General Counsel
Verizon Corporate Resources Group LLC
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October 23, 2009

Cherie R. Kiser, Esquire
Cahill, Gordon & Reindel LLP
1990 K St., N.W.
Suite 950
Washington, DC 20554

Re: Intrado Request for Arrangements to Permit Migration
of 9-1-1 Service to Intrado in Pittsylvania County, Virginia.

Dear Ms. Kiser:

I understand that Intrado has been designated the 9-1-1 service provider for Pittsylvania County, Virginia. Verizon will, of course, cooperate with Intrado in migrating the County's service to Intrado and shares Intrado's recognition that the migration cannot proceed without an agreement between Verizon and Intrado.¹ As Intrado observes in the "Telephone Service Provider Specifications" given to Verizon, an agreement is necessary to "clearly define[] the responsibilities of both parties and assure[] Pittsylvania County that the parties, as well as their designated 3rd party providers, perform the tasks necessary to provide Pittsylvania County's citizens with the 911 services they expect."²

Intrado chose to try to pursue such an agreement, under 47 U.S.C. §§ 251 and 252, through arbitration before the FCC's Wireline Competition Bureau—which means that Intrado has also chosen to wait for the FCC to resolve the interconnection and other issues related to migration of service for Pittsylvania County. As Intrado knows, however, it has another choice that will allow the Pittsylvania migration to move forward without waiting for the FCC to decide the pending arbitration. Intrado can, instead, negotiate a commercial agreement that will allow Intrado to

¹ The first item in Intrado's list of the County's expectations is "Requirement to execute an interconnection agreement for delivery of E911 calls to Pittsylvania County Public Safety Answer Point (PSAP)" ("Telephone Service Provider Specifications," at 2).

² "Telephone Service Provider Specifications," at 2.

provide 9-1-1 service to the County as quickly as possible. Verizon, as always, stands ready to enter into such negotiations. Please contact me to begin negotiation of commercial terms.

Sincerely,

Paul A. Rich