

FLORIDA PUBLIC SERVICE COMMISSION

SPECIAL COMMISSION CONFERENCE AGENDA

VOTE SHEET

DATE: APRIL 23, 1997

RE: DOCKET NO. 961173-TP - Petition by Sprint Communications Company Limited Partnership d/b/a Sprint for arbitration with GTE Florida Incorporated concerning interconnection rates, terms, and conditions, pursuant to the Federal Telecommunications Act of 1996.

Issue 1: Should the Commission consider Sprint's Amendment to Motion for Approval of Agreement and grant its Motion to Stay Proceedings?
Recommendation: The Commission should not consider Sprint's Amendment to Motion for Approval of Agreement. If the Commission decides, however, to consider Sprint's Amendment, the Commission should not grant Sprint's Motion to Stay Proceedings.

APPROVED

COMMISSIONERS ASSIGNED: KS GR

COMMISSIONERS' SIGNATURES

MAJORITY

DISSENTING

Joe Lucia
Gary K. ...

REMARKS/DISSENTING COMMENTS:

PSC/RAR33 (5/90)

DOCUMENT NUMBER-DATE

04092 APR 23 97

FPSC-RECORDS/REPORTING

Issue 2: Which proposed agreement filed by the parties should the Commission recognize as the final agreement for this arbitrated proceeding?
Recommendation: The Commission should recognize GTEFL's proposed agreement.

APPROVED

Issue 3: Should the Commission approve GTEFL's proposed agreement for this arbitrated proceeding between Sprint and GTEFL?

Recommendation: Yes. The Commission should approve all sections of GTEFL's proposed agreement, except for the sections identified in Table A in staff's memorandum dated April 16, 1997. The agreement is consistent with Section 251 of the Act and this Commission's order issued in this proceeding.

APPROVED

Issue 4: Should the Commission approve the non-arbitrated, but disputed, language proposed by Sprint for Article III, Section 21.3, Limitation of Liability?

Recommendation: Yes, the Commission should approve the language proposed by Sprint for Article III, Section 21.3, Limitation of Liability. GTEFL has consented to Sprint's proposed language in the event the Commission would otherwise decide to remove the language from the agreement. Section 21.3 should read as follows:

21.3 Limitation of Liability. GTE's liability for service outages, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the pro rata portion of the monthly charges for the Services, Unbundled Network Elements or facilities for the time period during which the Services, Unbundled Network Elements or facilities provided pursuant to this Agreement are inoperative, not to exceed in total GTE's monthly charge to Sprint. Under no circumstance shall either Party be responsible or liable to the other for indirect, incidental, or consequential damages arising out of any acts or omissions under this

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Issue 4 Recommendation Continued:

Agreement, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data, provided that the foregoing shall not limit a party's obligation under 201 above to indemnify, defend, and hold the other party harmless against amounts payable to third parties.

2.1

APPROVED *as modified*

Issue 5: Should the Commission modify Article V, Section 5.1, Description of Local Exchange Services Available for Resale?

Recommendation: Yes. The Commission should modify Article V, Section 5.1, Description of Local Exchange Services Available for Resale, as shown in the analysis portion of staff's memorandum dated April 16, 1997.

APPROVED

Issue 6: Should the Commission modify Appendix E, Section 1, General, in GTEFL's proposed agreement?

Recommendation: Yes. The Commission should modify Appendix E, Section 1, General, in GTEFL's proposed agreement to reflect that the list of services is not all inclusive of the services available for resale.

APPROVED

Issue 7: Should the Commission modify Article VII, Section 5, Directory Assistance (DA) and Operator Services as proposed by Sprint?
Recommendation: Yes. The Commission should modify Article VII, Section 5, Directory Assistance (DA) and Operator Services as proposed by Sprint. Section 5 should read as follows:

5. Directory Assistance (DA) and Operator Services. Where Sprint is providing local service with its own switch, upon Sprint's request GTE will provide to Sprint rebranded or unbranded directory assistance services and/or operator services as an unbundled element in accordance with Sections V.5.9, VI.2.1 and VI.12 above. [Reference IV.A.8; VII.A.1; VII.A.2-A.4]

APPROVED

Issue 8: Should the Commission address the disputed language in Article VII, Section 5.1, Directory Assistance Calls, and Section 5.2, Operator Services Calls, as proposed by GTEFL and Sprint?
Recommendation: Yes. The Commission should modify Article VII, Sections 5.1 and 5.2, as follows:

5.1 Directory Assistance Calls. Pursuant to Section V.5.9 above, GTE directory assistance centers shall provide rebranded or unbranded number and addresses to Sprint end users in the same manner that number and addresses are provided to GTE end users. If information is provided by an automated response unit ("ARU"), such information shall be repeated twice in the same manner in which it is provided to GTE end users. Where available, GTE will provide call completion to Sprint end users in the same manner that call completion is provided to GTE end users. GTE will provide its existing services to Sprint end users consistent with the service provided to GTE end users.

5.2 Operator Services Calls. Pursuant to Section V.5.9 above, GTE shall provide rebranded or unbranded operator services to Sprint end users in the same manner that operator services are provided to GTE end users. GTE will offer to Sprint end users collect, person-to-person, station-to-station calling, third party billing, emergency call assistance, TLN calling card services, credit for calls, time and charges, notification of the length of call, and real time rating. GTE operators shall also have the ability to quote Sprint rates upon request but only if there is appropriate cost recovery to GTE and to the extent it can be provided within the technical limitations of GTE's switches. Any Operator Services GTE provides to Sprint end users shall be consistent with the service GTE provides to its own end users.

APPROVED

Issue 9: Should GTEFL and Sprint be required to sign the agreement within 14 days of the issuance of the order or be fined for willful refusal to comply with the Commission's order?

Recommendation: Yes. GTEFL and Sprint should be required to sign the agreement within 14 days of the issuance of the order from this recommendation or an Order to Show Cause will be issued against the non-signing party to show, in writing, within 20 days, why it should not be fined \$25,000 per day for willful refusal to comply with the Commission's order pursuant to Section 364.285, P.S.

APPROVED

Issue 10: Should this docket be closed?

Recommendation: No. This docket should remain open until the parties have filed their signed arbitration agreement. When the signed agreement is submitted, staff will review it to ensure it is consistent with the Commission's orders in this docket. If the agreement comports with the orders, an administrative order should be issued acknowledging that a signed agreement has been filed. If the agreement comports with the orders, it will be deemed approved on the date the administrative order is issued. If the signed agreement does not comport with the orders, staff will file a recommendation for the Commission's consideration.

MODIFIED

Approved as modified by
Staff at conference.