

**Before the
Federal Communications Commission
Washington, DC 20554**

In the Matter of)	
)	
Public Safety and Homeland Security)	PS Docket No. 11-60
Bureau Seeks Comment on Improving the)	
Wireless Resiliency Cooperative)	
Framework)	

**JOINT COMMENTS OF
NTCA–THE RURAL BROADBAND ASSOCIATION
AND THE RURAL WIRELESS ASSOCIATION**

I. INTRODUCTION AND SUMMARY

NTCA – The Rural Broadband Association (“NTCA”)¹ and the Rural Wireless Association, Inc (“RWA”)² (together, “the Associations”) file these joint comments in response to the request for comment of the Federal Communications Commission’s (the “Commission”) Public Safety and Homeland Security Bureau (the “Bureau”) on the Wireless Resiliency Cooperative Framework (the “Framework”).³ The Bureau seeks feedback on the implementation

¹ NTCA is a national trade association that represents about 850 full service rural local exchange carriers and broadband providers. Many NTCA members also provide wireless, video, satellite and/or long-distance services.

² RWA is a 501(c)(6) trade association dedicated to promoting wireless opportunities for rural telecommunications companies who serve rural consumers and those consumers traveling to rural America. RWA’s members are small businesses serving or seeking to serve secondary, tertiary, and rural markets. RWA’s members are comprised of both independent wireless carriers and wireless carriers that are affiliated with rural telephone companies. Each of RWA’s member companies serves fewer than 100,000 subscribers.

³ *Public Safety and Homeland Security Bureau Seeks Comment on Improving the Wireless Resiliency Cooperative Framework*, PS Docket No. 11-60, Public Notice, DA 19-242 (rel April 1, 2019) (“Public Notice”).

and effectiveness of the Framework and how to best monitor and document its efficacy.⁴ The Associations support the network resiliency efforts of the Bureau and the wireless providers who have volunteered to comply with the Framework, but remain concerned that a lack of functional bilateral roaming agreements between the large wireless providers and rural wireless carriers hinders resiliency. To address this issue and help ensure that the Framework achieves its desired effect across all users and across the country, the Associations continue to recommend that the Commission require that: (1) carriers negotiate bilateral roaming agreements containing bilateral roaming terms and conditions that apply in the event of an emergency; (2) carriers conduct bilateral testing; and (3) any roaming restrictions imposed after bi-lateral testing is complete be capable of being lifted within a two-hour window in order to gain access to the serving carrier's network. The Associations pointed out the problems associated with the omission of bilateral roaming requirements in the Framework in 2016,⁵ but to date, the signatories to the Framework have not committed to addressing the disaster communications needs of rural Americans living in areas served by the small wireless providers.

II. TRUE BILATERAL ROAMING AGREEMENTS THAT PROTECT CONSUMERS IN EMERGENCIES ARE OFTEN LACKING

In 2011, the Commission updated its data roaming rules to mandate that carriers offer mobile wireless data roaming access to all technologically-compatible requesting carriers, at commercially reasonable rates, terms and conditions.⁶ However, roaming agreements have not

⁴ Public Notice, p. 2.

⁵ See, Comments of the Rural Wireless Association and NTCA – The Rural Broadband Association, In the Matter of Improving Resiliency Reliability and Continuity of Mobile Wireless Communications Networks, PS Docket N. 13-239, PS Docket No. 11-60 (filed May 31, 2016) (“Associations’ May 2016 Comments”)

⁶ *Reexamination of Roaming Obligations of Commercial Mobile Radio Service Providers and Other Providers of Mobile Data Services*, Second Report and Order, WT Docket No.05-265 (rel. April 7, 2011).

been implemented in a manner that protects consumers in the event of an emergency.⁷ This is largely due to the desire of large nationwide mobile wireless carriers to keep their customers off of other carriers' networks.

Some large providers have responded to the roaming mandate by offering unilateral roaming agreements in which the rural carrier's subscribers can roam on the nationwide carrier's network, but the nationwide provider's subscribers are prohibited from roaming on the rural carrier's network.⁸

While it would be unusual for a small or rural provider to restrict its customers' access to its roaming partners' networks outside of their home coverage area, it is common practice for the large providers. Concluding that it is better for their customers to have no service in rural areas than to pay the rural carrier for roaming, nationwide carriers often restrict their customers from roaming on rural carriers' networks even in areas where they lack coverage. Even when a bilateral agreement exists, it is not uncommon for nationwide carriers to conduct only unilateral testing of roaming functionality where the nationwide carrier is the serving network.⁹ The decision to not engage in bilateral testing renders it impossible for nationwide carriers' customers to roam on the rural carriers' networks in the event of an emergency or under any exigent circumstance, even if the rural carrier is ready, willing, and able to provide the access. A unilateral roaming agreement (or a decision to not test under a bilateral-in-name roaming agreement) undermines the Framework by ensuring that the nationwide carriers' public safety

⁷ The Associations offered several examples of how functional bilateral roaming agreements are instrumental to public safety during natural disasters in the Associations' May 2016 Comments, pp. 5-6.

⁸ Such so-called bilateral roaming agreements are *de facto* unilateral agreements.

⁹ There are four major components to consummating a true roaming relationship. Step one is negotiating the terms and conditions, including rates and services, of the roaming agreement. Step two is testing roaming functionality so that the home carrier's subscriber's devices function on the serving carrier's network. The third step is to issue a Commercial Launch letter. And the last step is the decision by each carrier to restrict, either in whole or in part, where on the serving carrier's network the home carrier's subscribers are allowed or disallowed to roam.

users or retain customers will not have the ability to roam on a rural carrier's network in an emergency. To help ensure that all consumers have access to critical mobile wireless communications in emergencies, the Commission should require that (1) carriers negotiate bilateral roaming agreements containing bilateral roaming terms and conditions that apply in the event of an emergency; (2) carriers conduct bilateral testing; and (3) any roaming restrictions imposed after bi-lateral testing is completed are capable of being lifted within two hours of the onset of an emergency in order to gain access to the serving carrier's network.

III. MUTUAL COORDINATION AND COOPERATION BETWEEN SMALL AND LARGE PROVIDERS IS NECESSARY TO EFFECTUATE THE PURPOSE OF THE FRAMEWORK

It is not difficult to imagine a disaster scenario in which the only working wireless network in an area is operated by a rural provider, but public safety and critical infrastructure personnel onsite during or after the event are unable to access the available rural carrier network because the nationwide provider failed to enter into or test a bilateral roaming arrangement. Staffing shortages and technical difficulties may mean it is too late to initiate roaming capabilities once an emergency begins. Even the best-prepared and well-intentioned nationwide carriers can expect some level of service disruption in an emergency. Under the Framework, Signatories committed to sharing physical assets and necessary consultation where feasible during and after disasters through mutual aid arrangements with other wireless providers.¹⁰ However, some level of coordination is required *before* a disaster strikes. By adopting the requirements recommended herein, the Commission will ensure that such coordination takes place and that all wireless consumers are able to access all working wireless networks in the event of emergencies.

¹⁰ Public Notice, pp. 4-5.

IV. CONCLUSION

The Associations support a framework that enhances network resiliency – but it must be one that benefits *all* users in the event of an emergency, rather than being defined and limited by the desire of some providers to keep their users off other carriers’ networks. The Associations’ members build and operate some of the most robust mobile networks in the country today and are frequently the only carriers to provide any type of mobile service in rural areas. There can be a policy debate about whether the FCC should require bilateral roaming between compatible carriers during non-emergency times and whether the lack of such a requirement unnecessarily limits consumers’ rights to competition. But there is no reasonable argument to be made to limit or fail to test bilateral roaming capabilities to be initiated in a disaster or emergency. A functional bilateral roaming agreement should be considered a failsafe option that mobile consumers, including public safety and critical infrastructure personnel, can rely on when disaster strikes and there is only one network up and running in any portion of a disaster zone.

Respectfully submitted,

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