BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 070699-TP

In the Matter of:

PETITION BY INTRADO COMMUNICATIONS, INC. FOR ARBITRATION OF CERTAIN RATES, TERMS, AND CONDITIONS FOR INTERCONNECTION AND RELATED ARRANGEMENTS WITH EMBARQ FLORIDA, INC., PURSUANT TO SECTION 252(B) OF THE COMMUNICATIONS ACT OF 1934, AS AMENDED, AND SECTION 364.162, F.S.
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VOLUME 2

Pages 223 through 390

PROCEEDINGS:	HEARING
BEFORE:	CHAIRMAN MATTHEW M. CARTER, II COMMISSIONER LISA POLAK EDGAR COMMISSIONER KATRINA J. McMURRIAN COMMISSIONER NANCY ARGENZIANO COMMISSIONER NATHAN A. SKOP
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PLACE:	Betty Easley Conference Center Room 148 4075 Esplanade Way Tallahassee, Florida
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PARTICIPATING: (As heretofore noted.)

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P R O C E E D I N G S

CHAIRMAN CARTER: Good afternoon. We are back on the record. And when we left, we were getting ready for Ms. Masterton to present her case.

Before we do that, Staff, are there any matters that we need to consider prior to this?

MS. TAN: There are none.

CHAIRMAN CARTER: Okay. Ms. Masterton, you're recognized.

MS. MASTERTON: Thank you, Commissioner.

JAMES M. MAPLES

was called as a witness on behalf of Embarq, and having been previously duly sworn, testified as follows:

DIRECT EXAMINATION

BY MS. MASTERTON:

Q Good morning, Mr. Maples.

Could you please state your name and address for the record.

A My name is James Michael Maples. I am Regulatory Manager for Embarq Management Company. My business address is 5454 West 110th Street, Overland Park, Kansas 66211.

Q Thank you. And are you the same James M. Maples who filed Direct Testimony in this docket on April 21st, 2008?

A Yes, I am.

Q Do you have any changes or corrections to your Direct

Testimony?

A Yes, I have two small corrections.

In my Direct Testimony on Page 15, Line 21, the sentence that says, "The mobile switching center," should read, "The mobile positioning center." So "switching" should be replaced with "positioning" on Line 21.

The same change should be made on Line 23 of Page 15 of my Direct Testimony. Switching should be replaced by positioning, so that it should read, "Mobile positioning center."

Q Thank you, Mr. Maples. And with those changes, if I asked you these same changes today, would your testimony be the same?

A I have got two more, I'm sorry.

Q Oh, I'm sorry.

A I apologize. I said a couple, I've really got four. I miscounted. These are very minor. On Page 18 of my Direct Testimony on Line 24, at the end of the line, the sentence ends on Line 24, "appropriate the PSAP." Just strike the word "the".

And similarly, on the next page, Page 19 of my Direct testimony, Line 22, strike the word "only". It should read, "With an affiliate of Intrado that sets up the 911 trunks," so that word only should be stricken.

And those are the only changes to my Direct Testimony

that I have.

Q Okay. Thank you, Mr. Maples. And so, with those corrections, if I asked you those same questions today, would your answers be the same?

A Yes, they would.

MS. MASTERTON: And, Mr. Chairman, at this time I would like to ask that the Direct Testimony of Mr. Maples be entered into the record as though read.

CHAIRMAN CARTER: The testimony will be entered into the record as though read.

BY MS. MASTERTON:

Q And, Mr. Maples, did you also file twelve exhibits with your Direct Testimony?

A Yes.

MS. MASTERTON: And I guess I would ask that those exhibits be marked for identification. And, I think, in fact, they have already been numbered on the list that the staff handed out.

CHAIRMAN CARTER: I believe those would be 36 through 48. Is that right, staff?

MS. MASTERTON: And I did want to note that Exhibit 12 that went with the Direct Testimony, a revised exhibit was filed, and so that is what we are entering for the record today.

MS. TAN: That is correct.

CHAIRMAN CARTER: Okay.

BY MS. MASTERTON:

Q And, Mr. Maples, are you the same Mr. Maples who filed rebuttal testimony in this docket on May 28th, 2008?

A Yes, I am.

Q Do you have any changes to that rebuttal testimony?

A I have one change. In my rebuttal testimony on Page 7, beginning on Line 15, there is a sentence that begins, "If the Florida Commission were to agree with the Ohio Commission," and so forth and so on. That sentence beginning on Line 15 through Line 17 should be stricken in its entirety.

Q Thank you, Mr. Maples.

And so with that correction, if I asked you those same questions today, would your answers be the same?

A Yes, they would.

MS. MASTERTON: Thank you.

And so, Mr. Chairman, I would now move that the rebuttal testimony of James M. Maples be entered into the record as though read.

CHAIRMAN CARTER: The rebuttal testimony will be entered into the record as though read.

BY MS. MASTERTON:

Q And, Mr. Maples, did you also file Exhibits 13 and 14, as well as Revised 12 with your rebuttal testimony?

A Yes, I did.

MS. MASTERTON: And, Mr. Chairman, I would ask that those exhibits be marked for identification at this time.

CHAIRMAN CARTER: I think those included within --

MS. MASTERTON: They already have, yes.

CHAIRMAN CARTER: You may proceed.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 070699-TP

DIRECT TESTIMONY OF

JAMES M. MAPLES

SECTION I—INTRODUCTION

Q. Please state your name, title and business address.

A. May name is James M. "Mike" Maples. I am employed as Regulatory Manager for Embarq Management Company, which provides management services to Embarq Florida, Inc. ("Embarq"). My business address is 5454 W. 110th Street, Overland Park, KS 66211.

Q. Please summarize your educational and professional background.

A. I have over 39 years of experience in the telecommunications industry ranging from the actual installation and maintenance of telecommunications networks, demand forecasting, financial modeling, costing, regulatory reporting, retail and wholesale product development, contract negotiations, process re-engineering, systems development, and public policy formation. My career began in 1968 when I was employed by Sprint/United Telephone Company of Texas as an installer/repairman of residential, simple and complex business systems and later as a central office switchman. During that same period I earned a Bachelor of Science degree from East Texas State University, Commerce, Texas, with majors in mathematics and industrial technology. After graduating in December 1973 I entered the company's

Management Training program and upon completion was promoted to the position of Revenue Requirement Analyst in 1974.

For the next seventeen (17) years I held positions of increasing responsibilities in state, regional and corporate Sprint organizations. During that period, I prepared or was responsible for jurisdictional separation studies, revenue budgets, demand forecasts, access charge rates, and financial reporting to various regulatory agencies.

From 1991 through 1995, as Manager Cost Allocations at Sprint/United Management Corporation, I developed financial models for alternative regulation, participated in a two year project to develop a system-wide product costing model, developed and trained personnel on revenue budget models, and standardized systems for separations costing through system design, development, testing and implementation.

In 1995 I accepted the position of Manager-Pricing/Costing Strategy and for 17 months coordinated several system-wide teams that were charged with the identification and development of methods, procedures, and system changes required to implement local competitive services. During that period, I coordinated the technical support needed to establish and maintain relationships with competitive local exchange carriers ("CLECs").

From September 1996 through July 1999 I held the position of manager of Competitive Markets – Local Access with the responsibility for pricing unbundled network elements, supporting negotiations with new competitive carriers, and assisting in implementation issues.

I began my current position in August, 1999. My responsibilities include the review of legislation, court rulings and FCC and state Commission orders affecting telecommunications policy, interpreting the impact to the corporation, developing positions, communicating them throughout the organization, and representing them before regulatory bodies such as the Florida Public Service Commission.

Q. Are you an attorney?

A. I am not an attorney and my review and interpretation of federal and state statutes, rules, orders and other applicable rulings is from a layman's perspective for the formulation of policy.

Q. Have you testified before any regulatory commissions?

A. Yes. I have testified before the Missouri, Florida, Nevada, Pennsylvania, Minnesota, and California regulatory commissions regarding a variety of issues including number portability, intercarrier compensation, network unbundling, and network interconnection.

Q. What is the purpose of your Direct Testimony?

A. The purpose of my Direct Testimony is to support Embarq's positions on issues 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, and 13.

Q. Please summarize your Direct Testimony.

A. It is doubtful that any party in this proceeding would take a position that the nation's emergency infrastructure and specifically the 9-1-1 network is not of the utmost importance. Similarly, all parties would likely agree that competitive markets are

good for consumers; however, the emergency market that provides 9-1-1 services is not the average market, but is in fact unique. Once an entity, be it an ILEC like Embarq, a CLEC such as Intrado, or even a government agency, receives the contract to provide the 9-1-1 service for a county, that entity has a monopoly. All voice providers are required by law to provide 9-1-1 access to their end users and they must do so through the entity that has been designated as the primary provider of 9-1-1 service to the county, no matter who that entity is.

When an individual dials 9-1-1, regardless of how they receive voice communication services (wireless, regular wireline, or VoIP), the call is transported from their location to the Wireline E911 Network, which is defined by the FCC as being separate from, but connected to, the Public Switched Telephone Network ("PSTN"). The 9-1-1 call from the end user connects to the Wireline E911 Network at the selective router, which is the point of demarcation between the PSTN and the Wireline E911 Network, and is forwarded to the appropriate Public Safety Answering Position ("PSAP"). When the PSAP receives the 9-1-1 call, the operator sends a query to the Automatic Location Information ("ALI") database to retrieve information about the caller, including the caller's location, and uses that information to dispatch the appropriate emergency responder, be it police, fire department, or emergency medical technicians. A 9-1-1 call therefore incorporates a voice communication, an information communication, and human interaction resulting in the provision of an emergency service. The service being delivered is an emergency service. The Wireline E911 Network is the communication mechanism.

The use of the term "voice communication" above to define a 9-1-1 call is consistent with how the Florida 911 statutes define a 9-1-1 call (§ 365.172(3)(bb)) effectively recognizing the fact that the regulatory classification of some voice communication is not settled. For example, it is entirely possible that a Voice over Internet Protocol ("VoIP") 9-1-1 call may never touch the PSTN but in fact is transported over the public Internet to an Internet Protocol ("IP") network that is connected to the Wireline E911 Network over dedicated 9-1-1 trunks. The regulatory classification for such a VoIP call has not been settled and VoIP has not been defined as either a telecommunications or an information service. The deployment of next generation E911 architecture will further exacerbate the regulatory classification of 9-1-1 service. The deployment of the next generation E911 network promises a more robust platform that is IP based and multimedia rich, and it will clearly no longer be a voice only service. The standards for the next generation E911 network are currently under development but are years away from being finalized. Many of the current efforts to develop the next generation E911 network are trials, and it is prudent to wait for more open and established standards rather than deploy individual components in a piece meal basis. Embarq is fully engaged in and supportive of the evolving E911 network, and it is not accurate for Intrado to claim that Embarq and other ILECs are the reason counties are not deploying next generation equipment.

Embarq has not opposed Intrado's entry into the 9-1-1 services market here in Florida or anywhere. Embarq's has offered to do business with Intrado just like it does any other CLEC or 9-1-1 service provider. Embarq has offered parity. Unfortunately, Intrado has demanded preferential treatment.

When Embarq provides the Wireline E911 Network to a county, carriers that have a legal obligation to provide E911 access to their end users will negotiate with Embarq to connect to the Wireline E911 Network, under the terms and conditions of a 251(c) interconnection agreement. These typical arrangements are reflected in Exhibits JMM-1, JMM-2 and JMM-3, which correspond with Scenario 1 that was described in Embarq's Response to Intrado's petition for arbitration. These terms are generally negotiated as one small part of an overall interconnection arrangement in which the requesting carrier is seeking to exchange traffic as well as to access other services that Embarq is legally obligated to provide, such as network elements.

Embarq does not refuse to negotiate 9-1-1 access with entities that are providing wholesale services to other voice providers, such as wireless and VoIP, and even those entities that are solely providing the information database components of 9-1-1 service.

However, when a fellow Wireline E911 Network provider seeks a peering arrangement with Embarq, those arrangements are negotiated on a commercial basis and not subject to 251(c). Exhibit JMM-4, which corresponds to Scenario 2 described in Embarq's Response to Intrado's petition, is an example of this type of connection. The two parties are not in competition but are in fact co-providers of emergency services, with one party having primary responsibility to the respective PSAPs, and the other having secondary responsibility to the co-provider's PSAPs. This is a negotiation between equals and there is no need for the heavy-handed regulations directed at ILECS in 251(c) that were considered necessary to open markets. The Commission should not accede to demands by Intrado that Intrado has the unilateral right to select the point of interconnection, that Embarq has an unrestricted obligation

to incur costs to build out transport, or that Embarq must modify its operating procedures and install special hardware and software simply to facilitate Intrado's business plan for providing 9-1-1 services.

Similarly, when Embarq seeks access to the Wireline E911 Network provided by another entity, it does so via commercial arrangements. Exhibits JMM-5 and JMM-6, illustrate this type of connection, which corresponds to Scenario 3 that was described in Embarq's Response to Intrado's arbitration petition. Under such circumstances, Intrado is the provider of the Wireline E911 Network, and as described above has a monopoly on that service. All voice providers, including Embarq, must seek access from Intrado to the 911 network. Through its Petition, Intrado seeks to further strengthen its monopoly position by extending 251(c) ILEC obligations to apply to situations when Intrado (not Embarq) is the Wireline E911 Network provider. It would be inappropriate and bad public policy for the Commission to rule as Intrado suggests.

Further, coupled with the ruling Intrado has requested in its Petition for a Declaratory Statement in Docket No. 080089-TP, it is clear to Embarq that Intrado is seeking to deny ILECs the ability to recover their costs of providing 9-1-1 service to PSAPs throughout the state of Florida. Intrado's goals are contrary to the current state statutes governing the funding and provisioning of emergency services, which distribute funds to PSAPs and authorize them to buy services from ILECs, through approved tariffs. Intrado's positions are not the positions of a company that strives to be a more efficient provider, but instead are the positions of a company that is seeking a competitive advantage through regulatory arbitrage.

The Commission should deny Intrado's petition and its proposed terms and order it to negotiate commercial agreements with Embarq for those situations which are described in Embarq's Response as Scenario 2 and Scenario 3 and which are illustrated in this testimony at Exhibits JMM-4, JMM-5 and JMM-6.

SECTION II – UNRESOLVED ISSUE DISCUSSION

Issue No. 1:

(a) What service(s) does Intrado currently provide or intend to provide in Florida?

(b) Of the services identified in (a), for which, if any, is Embarq required to offer interconnection under Section 251(c) of the Telecommunications Act of 1996?

(c) Of the services identified in (a), for which, if any, should rates appear in the ICA?

(d) For those services identified in 1(c), what are the appropriate rates?

Q. What services does Intrado provide or intend to provide in Florida?

A. The price list that Intrado has on file with the Commission lists several products grouped into five categories:

- 9-1-1 Routing Service,
- ALI Management Services,
- 9-1-1 Exchange Access Trunks,
- ALI Data Access Connections, and
- Diverse Facility Routing.

These products are sold to local government or other public safety organizations for the provision of Emergency Services to end users. Some of the products are also sold to Local Exchange Carriers ("LEC"), Commercial Mobile Radio Service providers ("CMRS"), and interconnected Voice over Internet Protocol companies for providing access to the Wireline E911 Network.

Q. What are Emergency Services?

A. Emergency Services are those services that are provided to an individual when they dial 9-1-1. Dialing 9-1-1 connects people in the middle of a crisis to an emergency service professional that is trained to address that person's specific situation. If Enhanced 911 ("E911") capability has been deployed, the emergency service professional uses specialized equipment to determine the person's geographic location and dispatches the appropriate personnel, such as emergency medical technicians or fire service or law enforcement officials, to that location to provide the needed aid.

Q. What infrastructure is used to provide Emergency Services?

A. The infrastructure that is used to provide Emergency Services is referred to by the FCC as the Wireline E911 Network.

Q. What is the Wireline E911 Network?

A. The Wireline E911 Network is a separate network that is interconnected with the PSTN for the provision of Emergency Services (Title 47 C.F.R. §9.3). It is comprised of a voice network and a separate data or information network.

- The voice network carries E9-1-1 calls from customers to special switching equipment (or selective routers) that direct the calls to the appropriate

PSAP based on the geographic location of the caller, as described in more detail later in my testimony.

- The data network is accessed by the PSAP during an emergency call to retrieve geographic location information about the caller based on the caller's telephone number or pseudo-telephone number, as described in more detail later in my testimony.

Q. Do all companies that provide voice service have to supply their end users with access to the Wireline E911 Network?

A. FCC Rules require all providers of voice services that are interconnected to the PSTN to provide their customers with access to E911 service, and therefore such carriers have an obligation to arrange interconnection with the Wireline E911 Network (Title 47 C.F.R. §9, §20.3, §64.3).

Q. What are the components that make up the Wireline E911 Network?

A. The FCC provided a general description of the typical components in its Order addressing E911 requirements for IP-Enabled Service Providers (FCC 05-116, Released 6/3/2005, *VoIP 911 Order*), stating:

> In a typical implementation, the Wireline E911 Network includes the Selective Router, which receives 911 calls from competitive and incumbent LEC central offices over dedicated trunks. The Selective Router, after querying an incumbent LEC-maintained Selective Router Database (SRDB) to determine which PSAP serves the caller's geographic area, forwards the calls to the PSAP that has been designated to serve the caller's area, along with the caller's phone number (ANI). The PSAP then forwards the caller's ANI to an

incumbent LEC maintained Automatic Location Information database (ALI Database), which returns the caller's physical address (that has previously been verified by comparison to a separate database known as the Master Street Address Guide (MSAG)). The Wireline E911 Network thus consists of: the Selective Router; the trunk line(s) between the Selective Router and the PSAP; the ALI Database; the SRDB; the trunk line(s) between the ALI database and the PSAP; and the MSAG (¶15,).

Q. You referred to this as a list of the typical components. Are additional components used?

A. Additional components may be used depending upon the originating source of the call (LEC, CMRS, and VoIP) and the configuration may vary depending upon whether or not the PSAP has made arrangements for some form of back-up capability.

Q. What components are used when a LEC end user dials 9-1-1 and what functions do those components provide?

A. Exhibit JMM-1 illustrates the typical arrangement between Embarq and another LEC when Embarq provides the components of the Wireline E911 Network to the PSAP.

- The E911 Control Office is the "selective router" that receives the incoming 9-1-1 call, determines which PSAP to route the call to, and directs the call to that PSAP. The end user placing the 9-1-1 call is connected to the selective router through their voice provider's central office over 911 trunks linking their provider's central office with Embarq's selective router.
- The "selective router database" contains information that matches the telephone number of the customer that originated the 9-1-1 call to the

"emergency services number" of the PSAP that serves that telephone number. The selective router database is used by the selective router to route the call to the appropriate PSAP. The PSAP emergency services number is also mapped to other emergency service agencies that the PSAP might need to dispatch to the end user's location, such as the fire department or law enforcement agency.

- The Automatic Location Identification or ALI Database contains information for each telephone number including (i) the name of the customer of record and (ii) the service address.
- The Master Street Address Guide ("MSAG") is a database that maps ranges of addresses to the emergency services number of the PSAP that serves that area.
- The "database management system" is comprised of the processes and computer systems that manage access to the different databases. The PSAP uses a variety of Customer Premises Equipment ("CPE") to receive the 9-1-1 call and provide the needed assistance.

Q. How do these all work together when an end user dials 9-1-1?

A. When the end user dials 9-1-1 the call is switched onto dedicated 911 trunks at the serving central office and directed to the selective router. There are usually two 911 trunks per end office, which in this configuration utilizes normal Time Division Multiplexing ("TDM") as the transmission medium. The telephone number is transmitted with the call as Automatic Number Identification ("ANI") and the selective router uses the telephone number to query the selective router database and retrieve the emergency services number of the appropriate PSAP. The call and associated ANI are then delivered to the PSAP. The PSAP answers the call and uses separate packet facilities to query the ALI database for information concerning the

ANI in order to retrieve the customer's specific information. After the PSAP determines the details of the emergency, the PSAP contacts the appropriate emergency service provider and dispatches them to the end user's location.

Q. Is the MSAG or the database management system used during the 9-1-1 call?

A. No. The database management system is used by Embarq and other connecting carriers to load customer records to the ALI database. Each voice provider creates records for their end user customers, structured in a specific format, and sends them via a secure connection to the database management system. The database management system edits every record comparing the address on the customer record to the address range included in the MSAG. The record is loaded to the ALI database if it passes the edits, otherwise it is rejected and the submitting party must correct the record and resend.

Q. Where Embarq provides the Wireline E911 Network to the PSAP, what service does Intrado provide?

A. In a typical wholesale arrangement a CLEC would create and submit ALI records to Embarq's database management system and the CLEC would usually establish 9-1-1 trunks to Embarq's selective router at the same time they set up the interconnection trunks for the mutual exchange of other voice traffic. Intrado could assist CLECs by providing ALI Management Services to manage the creation of the end user ALI records and submission of those records to Embarq's database management system. But, unlike other CLECs, Intrado would not be involved in establishing 9-1-1 trunks to Embarq.

Q. Why did you state that Intrado is not like CLECs that establish 9-1-1 trunks to Embarq's selective router? Isn't Intrado a CLEC?

A. Yes, Intrado is a CLEC; however, it does not provide voice services to end users like other CLECs. These services are often referred to as Local Exchange Service, which Intrado defines in its price list (page 13) as follows:

> The furnishing of telecommunications services by a Local Exchange Provider to a Customer within an exchange *for local calling*. This service also provides access to and from the telecommunication network *for long distance calling. The Company is not responsible for the provision of local exchange service to its Customers*. (Emphasis Added)

The terms and conditions for Intrado's Intelligent Emergency Network Service also state at section 5.2.3 that "the service is not intended to replace the local telephone service of the various public safety agencies which may participate in the use of this service" and that "the Customer will subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls (section 5.2.9D)." Intrado clearly does not provide local and toll telephone service as these terms are commonly understood.

Q. What components of the E911 Wireline Network are used when a CMRS end user dials 9-1-1 and what functions do those components provide?

A. Exhibit JMM-2 is an example of wireless E911 Phase II deployment. Many of the same components described in the previous example are also used to provide Emergency Service to a CMRS customer when they dial 9-1-1, including the selective router, selective router database, ALI, MSAG and database management system. In the wireless E911 Phase II deployment, the CLEC end office is replaced with a CMRS

"mobile switching center", which is also connected to the selective router using special TDM trunks dedicated for 9-1-1 calls. There are three additional components:

- the "position determining entity"
- the "coordinate routing database", and
- the "mobile positioning center."

Q. What do the position determining entity, coordinate routing database and mobile positioning center do?

A. Wireless telephones are obviously mobile, which means that a customer dialing 9-1-1 from a mobile phone can be in a different location each time they call, and in fact can be changing locations during the call. Special technology is therefore needed to ascertain the location of the caller, determine which PSAP to route the call to, and provide critical information to that PSAP. The position determining entity determines the location (XY coordinates) of the mobile end user and forwards it to the mobile positioning center, which then submits a query to the coordinate routing database which associates XY coordinates with the appropriate selective router for that geographic location. The mobile positioning center sends the selective router instructions along with the customer location (XY coordinates) and a Pseudo-ANI ("pANI") to the mobile switching center (i.e., the mobile service center which is the equivalent of a CLEC end office, as noted above), which then routes the call to the appropriate selective router. The mobile ~~switching~~ positioning center also sends the pANI, customer location (XY coordinates), and call back number to the ALI database over a secure packet data network when the mobile ~~switching~~ positioning center is queried by the ALI. This arrangement is referred to as ALI steering.

Q. What is a pANI?

A. A pANI is a telephone number that is temporarily assigned to a customer in order to communicate the customer's geographic position, since the end user's actual telephone number is not confined to a single geographic location.

Q. How do these components interact to complete a 9-1-1 call dialed by a CMRS customer?

A. When the mobile end user dials 9-1-1 the call is connected to the mobile switching center. At the same time the position determining entity determines the customer's location and sends the coordinates to the mobile positioning center. The mobile positioning center secures instructions from its routing database and forwards the information along with the pANI to the mobile switching center, which uses it to route the 9-1-1 call to the selective router over special 911 trunks, just as in the LEC scenario above. The selective router uses the information sent from the mobile switching center to route the call and associated pANI to the appropriate PSAP. The PSAP answers the call and uses separate packet facilities to query the ALI database by forwarding the pANI which is used by the ALI to determine which mobile positioning center to query. The ALI database launches an inquiry to the mobile positioning center for the purpose of retrieving the customer's specific information, such as the customer location and call back number. The ALI then forwards the information to the PSAP once it is retrieved, and after the PSAP determines the details of the emergency, the PSAP attendant contacts the appropriate emergency service provider and dispatches them to the end user's location.

Q. Which of these components does Intrado provide where Embarq provides the Wireline E911 Network to the PSAP?

A. In a typical wholesale arrangement the CMRS carrier would purchase ALI Management Services from Intrado to manage the creation of the CMRS carrier's end user ALI records as well as the management of the routing database (the coordinate routing database in this case) and the mobile positioning center, which forwards the information to Embarq's ALI database when queried. In addition, Intrado could provide the position determining entity functionality (i.e., XY coordinate identification). Like CLECS, CMRS carriers usually establish the dedicated 9-1-1 trunks to Embarq's selective router directly at the same time they set up the interconnection trunks for the mutual exchange of other voice traffic.

Q. What components are used when a VoIP end user dials 9-1-1?

A. Exhibit JMM-3 is an example of the 9-1-1 solution for nomadic VoIP service. The nomadic VoIP 9-1-1 solution is modeled after the wireless 9-1-1 solution and consequently has many components that are functionally equivalent; however, there is some unique additional equipment.

Q. What components are functionally equivalent to the wireless 9-1-1 solution?

A. The Wireline E911 Network components (ALI, selective router database, selective router, database management system, and MSAG) are the same. The "VoIP provider softswitch" is the equivalent of the mobile switching center. The "VoIP positioning center" has the same functions as the mobile positioning center and the "emergency service zone routing database" provides the VoIP positioning center with routing instructions, just like the coordinate routing database. The "location information

server" contains the end user's location information fulfilling the same functionality as the position determining entity, except that the customer's position is not automatically determined. VoIP end users must manually load their physical address into the location information server via a registration process, usually over the Internet. The FCC recently released a Notice of Proposed Rulemaking seeking comment on the technical feasibility of making this an automatic process.

Q. What are the additional components and what do they do?

A. The "validation database" functions like the MSAG and is used by the location information server to edit the location information that is entered by the VoIP end user. The "emergency services gateway" takes the VoIP 9-1-1 call, converts it from IP to TDM and provides connectivity to the selective router over dedicated 9-1-1 trunks, just like the CLEC central office and the mobile switching center.

Q. Please describe how a VoIP 9-1-1 call progresses?

A. Prior to making the 9-1-1 call the VoIP end user must have established a broadband connection to the Internet, logged into the location information server, and registered their location. When they dial 9-1-1 the VoIP customer is connected to the VoIP switch, which communicates with the VoIP positioning center to get routing instructions and the pANI via the emergency zone routing database. Once that is accomplished the VoIP switch sends the 9-1-1 call to the emergency services gateway, along with the routing instructions and pANI. After converting the call from IP to TDM the emergency services gateway sends the call, routing instructions, and pANI to the selective router, which routes the call and pANI to the appropriate ~~the~~ PSAP. The PSAP answers the call and queries the ALI by forwarding the pANI which is used

by the ALI to determine which VoIP positioning center to query. The ALI then launches the appropriate inquiry to retrieve the customer information. The VoIP positioning center forwards the pANI, customer location, call back number and other personal information to the ALI via a secure packet data connection and the ALI forwards it on to the PSAP. After determining the details of the emergency the PSAP attendant contacts the appropriate emergency service provider for dispatching to the end user's location.

Q. Which of these components does Intrado provide where Embarq provides the Wireline E911 Network to the PSAP?

A. In a typical wholesale arrangement the VoIP carrier would purchase ALI Management Services from Intrado to manage the creation of the VoIP carrier's end user ALI records as well as the management of the routing database (the emergency zone routing database in this case) and the VoIP positioning center, which forwards the customer records to Embarq's ALI. In addition, Intrado could provide the location information server, validation database, and emergency services gateway functionality. VoIP providers normally interconnect with Embarq's selective router indirectly through CLECS due to the regulatory uncertainty surrounding the classification of VoIP service. These CLECs usually establish the dedicated 9-1-1 trunks to Embarq's selective router at the same time they set up the interconnection trunks for the mutual exchange of other voice traffic; however, Embarq does have a commercial arrangement with an affiliate of Intrado that ~~only~~ sets up the 9-1-1 trunks.

Q. You mentioned that this was the 9-1-1 solution for nomadic VoIP. How is 9-1-1 provided to customers subscribing to fixed VoIP?

A. A fixed VoIP solution is very much like the arrangement depicted in Exhibit JMM-1 except that an emergency services gateway must be placed between the VoIP switch and the selective router in order to convert the IP call to TDM. The location information server, validation database, emergency zone routing database and VoIP positioning center are not needed and VoIP providers can load their customers' location information directly into the ALI, just like any other wireline voice provider.

Q. Earlier you mentioned that the configuration of the Wireline E911 Network might vary based on whether or not the PSAP arranged back-up capability. Can you describe this situation?

A. Yes. One way that a PSAP provides back-up capability is to establish an arrangement whereby a 9-1-1 call can be routed to an alternate PSAP, if appropriate, or necessary. Exhibit JMM-4 depicts such an arrangement. It shows two Wireline E911 Network providers that have established interoperability between their respective selective routers and ALI databases for this purpose. The equipment can be configured to route the 9-1-1 calls from one PSAP to the other via a manual transfer initiated by the PSAP dispatcher or automatically as in the case of a service outage. The call, as well as the ANI and ALI information is routed from one network to the other and delivered to the back up PSAP. The PSAP that is directly connected to the selective router that initially receives the 9-1-1 call is referred to as the Primary PSAP while the PSAP that the 9-1-1 call is transferred to is referred to as the Secondary PSAP.

Q. How are these types of arrangements established?

A. The PSAP controls the decision. When two PSAPs seek interconnectivity they work together with their Wireline E911 Service Providers and other impacted emergency services personnel to negotiate the details of the specific configuration.

Q. Are there any other situations where interconnectivity between PSAPs is desired?

A. Yes there are. For example, when a CMRS cell tower's coverage overlaps one or more PSAP service areas it is often necessary to transfer the call from one PSAP to another once the exact location of the caller is known.

Q. Earlier you mentioned the fact that Intrado sells products and services to Emergency Service providers but you have not directly addressed that situation in any of your examples. Please do so.

A. Exhibit JMM-5 illustrates the situation where Intrado provides the Wireline E911 Network to a PSAP. This example is simply a reversal of Exhibit JMM-1, showing Intrado as the entity providing the selective router, selective router database, ALI, MSAG, and database management system to the PSAP. Intrado could also sell the CPE as well as the facilities between the selective router and the PSAP and between the ALI and the PSAP. The diagram depicts one way that Embarq could connect to the Wireline E911 Network provided by Intrado. You could also replace Embarq with Intrado in Exhibits JMM-2 and JMM-3. In these situations all voice providers connected to the PSTN would be obligated by federal law to request interconnection with Intrado for the provision of 9-1-1 calling to their end users.

Q. You state that Exhibit JMM-5 depicts one way that Embarq could connect to the Wireline E911 Network provided by Intrado. Is there another way?

A. Yes there is and it is illustrated in Exhibit JMM-6. Embarq has deployed selective routers for providing 9-1-1 services to PSAPs and has provisioned 9-1-1 trunks from each of its central offices to those selective routers. In many cases these central offices serve large areas that overlap several PSAP serving areas, and the selective router queries the selective router database to determine which PSAP to route the Embarq end user's 9-1-1 call to. When Intrado becomes the 9-1-1 service provider to one of these PSAPs it is more efficient for Embarq to establish a connection between its existing selective router and Intrado's selective router for the specific segment of Embarq end users who are served by the PSAP which has contracted with Intrado rather than set up separate 9-1-1 trunks from the central office, which would involve unique switch translations and changes to Embarq's existing processes.

Q. Does Embarq do this today?

A. Yes, Embarq has arrangements such as this in Florida today and in fact, it is the only way that Embarq routes 9-1-1 calling from host offices that provide voice communications to end users served by multiple PSAPS.

Q. You've been discussing products and services that are provided today. Issue No. 1(a) also refers to products that Intrado intends to provide. What future products is this referring to?

A. I am not privy to the products being developed by Intrado and I can only speculate that this is a general reference to the future state of the 9-1-1 network, which is referred to as the Next Generation 911 network ("NG-911").

Q. What is the Next Generation 911 network?

A. The U.S. Department of Transportation is leading a national effort charged with developing a standard architecture for the NG-911. The NG-911 network is being designed to incorporate advances in technology to enable not just voice but video and text capabilities. It will likely be an IP-based solution requiring modifications to many components of the emergency communications infrastructure. The FCC Public Safety and Homeland Security Bureau describes the effort as follows:

> The National Highway Traffic Safety Administration (NHTSA), under the U.S. Department of Transportation, was established in 1970 to carry out public safety programs. The ENHANCE 911 Act of 2004 authorized NHTSA and the National Telecommunications and Information Administration to establish a national 9-1-1 Implementation Coordination Office to administer a grant program for Public Safety Answering Points (PSAPs). The Office reports implementation progress, makes recommendations to Congress on E 9-1-1 needs, and administers new federal cost-share grants to state and local E 9-1-1 agencies for implementation and operations.
>
> The Next Generation 9-1-1 Initiative is a research and development project to help define the system architecture and develop a transition plan to establish a digital, Internet Protocol (IP)-based foundation for the delivery of multimedia 9-1-1 "calls." (From FCC Website)

Q. You mentioned that it is currently being developed. Is it available today?

A. No. At a recent conference hosted by the FCC, Roger Hixson, technical issues director for the National Emergency Number Association ("NENA") was quoted in

the in the February 6, 2008 TRDaily publication as saying that 60-65% of the standards worked remained and that the industry was at least one to one and a half years away from a fully deployable NG-911 system. The conference was video taped and is currently available on the FCC website. I have also attached the NG-911 timeline currently available on the NENA website as Maples Exhibit JMM-11. In addition, on January 16, 2008 the U.S. Department of Transportation announced that it had selected five PSAPS to participate in a proof of concept for its NG-911 initiative, which is a two-year, $11 million effort dedicated at establishing a national architecture.

Q. If the NG-911 network is not available today, how can providers advertise and sell it?

A. While the complete, standardized NG-911 network is not available, select components can be implemented, and it is possible for individual vendors to have unique, non-standard solutions, that they have developed. For example, the connections between the Wireline E911 Network components could be provisioned over IP, positioning the network for ultimately transitioning to the NG-911 network; however, 9-1-1 calls would have to be converted from TDM to IP. Network redundancy could be implemented if it is not present, as well as enhanced connectivity between PSAPS.

Q. What is Embarq doing in this regard?

A. Embarq is deploying the IP infrastructure that will be needed to connect the new components and take advantage of the new capabilities.

Issue 1(b) Of the services identified in [Issue 1](a), for which, if any, is Embarq required to offer interconnection under Section 251(c) of the Telecommunications Act of 1996?

Q. What is Embarq's overall position on this issue?

A. My response to Issue 1(a) describes six different scenarios for 9-1-1 calling in detail. The first three scenarios (Exhibits JMM-1, JMM-2, and JMM-3) are subject to 251(c) negotiations and the last three scenarios (Exhibits JMM-4, JMM-5 and JMM-6) are subject to 251(a) commercial negotiations.

Q. What is the interconnection requirement in Section 251(c) of the Telecommunications Act of 1996?

A. Section 251(c) of the Act reads as follows:

(2) Interconnection - The duty to provide for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network -

(A) for the transmission and routing of telephone exchange service and exchange access;

(B) at any technically feasible point within the carrier's network;

(C) that is at least equal in quality to that provided by the local exchange carrier to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection; and

(D) on rates, terms, and conditions that are just, reasonable, and nondiscriminatory in accordance with the terms and conditions of the agreement and the requirements of this section and section 252.

Q. What is interconnection?

A. The FCC has defined interconnection as the physical linking of two networks for the mutual exchange of traffic (47 USC §51.5).

Q. Does the obligation in section 251(c) apply to all telecommunications carriers?

A. The obligation only applies to Incumbent Local Exchange Carriers ("ILECS") such as Embarq. Other telecommunications carriers such as CLECs and CMRS providers have a general obligation to interconnect pursuant to section 251(a) of the Act. VoIP providers do not have currently have interconnection rights directly under these statutes due to the uncertainly surrounding the regulatory classification of VoIP service.

Q. Does this 251(c) interconnection obligation for ILECs include all types of traffic?

A. No. The obligation only extends to telephone exchange service and exchange access. For example, interexchange carriers are explicitly prohibited from seeking interconnection under section 251(c) for the exclusive provision of interexchange services.

Q. What is telephone exchange service?

A. Telephone exchange service is "(A) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (B) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service" (47 USC §153(47)).

Q. What is exchange access?

A. Exchange access is "the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services "(47 USC §153(16)).

Q. What is telephone toll service?

A. Telephone toll service is "telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for exchange service" (47 USC §153(48)).

Q. What is 9-1-1 service?

A. When end users dial 9-1-1 and are connected to a PSAP they receive a specialized, unique service that results in the dispatch of the appropriate emergency personnel to their location in response to a call. The 9-1-1 communications infrastructure, or Wireline E911 Network, is a separate network that is interconnected with the PSTN (47 CFR§9.3) and the E911 service provided over this network is a combination of telecommunications as well as information services. The FCC recognized this when it refused to include the information components of 9-1-1 service in universal service funding, as explained in the following excerpt from the FCC's USF Order (**emphasis added**):

> Consistent with the Joint Board's recommendation, we support the telecommunications network components necessary for access to 911 service and access to E911 service, but not the underlying services themselves, which combine telecommunications service and the operation of the PSAP and, in the

case of E911 service, a centralized database containing information identifying approximate end user locations. As noted by the Joint Board and commenters, the telecommunications network represents only one component of 911 and E911 services; local governments provide the PSAP and generally support the operation of the PSAP through local tax revenues. **We conclude that both 911 service and E911 service include information service components that cannot be supported under section 254(c)(1), which describes universal service as "an evolving level of telecommunications services."** Accordingly, we include only the telecommunications network components necessary for access to 911 and E911 services among the services that are supported by federal universal service mechanisms. (¶ 74, FCC USF Order, FCC 97-157, May 8, 1997)

The issue is further complicated when one considers the fact that the FCC has consistently refused to define interconnected VoIP service as either an information service or a telecommunications service and has been using its ancillary jurisdiction to impose social obligations, such as 9-1-1 calling, on VoIP providers. So, when a VoIP customer dials 9-1-1, the call certainly does not fall under either telephone exchange or exchange access. Similarly, the multimedia capabilities that will be included in the NG-911 network such as video and texting are not telecommunications services.

Q. But what about normal wireline and wireless 9-1-1 calling?

A. Emergency calls from end users to the PSAP are jurisdictionally agnostic and the concept of exchange is essentially irrelevant. That is, emergency service calls are not considered either local or long distance (i.e., exchanges are irrelevant) for

compensation purposes. They generally originate and terminate within a state, but not necessarily, and they flow in only one direction (end user to PSAP). Emergency service calls are directed to the PSAP based on the geographic location of the customer originating the call rather than based upon the number called (keeping in mind that the number dialed is universally "911," which terminates to the applicable PSAP). Intercarrier compensation does not apply to these calls. In other words, carriers do not charge originating or terminating switched access for these calls to each other or to any third party (such as an interexchange carrier) or to the end user placing the call. E911 calls are also not considered 251(b)(5) traffic subject to reciprocal compensation. The cost of providing E9-1-1 service is largely paid for by government agencies (VoIP 911 Order, ¶18) and when the FCC discussed E9-1-1 interconnection in the context of requiring interconnected VoIP providers to provide E9-1-1 service, the FCC did not hold that interconnection for such calls was governed by §251(c)(2). Instead, the FCC stated that such interconnection was pursuant to §251(a) (VoIP 911 Order, ¶38 and footnote 128).

Q. Are you claiming that 9-1-1 calls are neither telephone exchange or exchange access and if that's the case, what are they?

A. Yes, based upon the FCC's treatment of E911 service, as described above, the unique, separate identity of the Wireline E911 Network, the jurisdictionally agnostic nature of the one-way E911 traffic that uses a universally dialed number for routing to PSAPs, and other characteristics that I have described, I am claiming that 9-1-1 calls are neither telephone exchange nor exchange access but are in fact a separate category of traffic. I've already shown above that section 251(c) does not encompass all types of traffic and neither is it necessary to do so to ensure interconnection. A 9-1-1 call is

unique and, while creative interpretation can be used to shoe horn 9-1-1 calls into the telephone exchange category, I do not believe that it is the correct or only policy interpretation. If 9-1-1 calls are telephone exchange traffic they cannot also be exchange access traffic since exchange access is used to provide telephone toll service. A single call cannot be both local and toll, and if 9-1-1 calls are indeed telephone exchange traffic then why have reciprocal compensation arrangements not been applied? Furthermore, if 9-1-1 calls are telephone exchange traffic how can this Commission determine that a VoIP 9-1-1 call is telephone exchange when the FCC has asserted its right to make that determination and has repeatedly refused to define VoIP as either telecommunications or information?

Q. But didn't you say above in the discussion on Exhibit JMM-1 that when Embarq provided the Wireline E911 Network to the PSAP then CLECs established 9-1-1 connectivity to that network at the same time they established the other interconnection trunks? Hasn't Embarq agreed in earlier filings in this proceeding that these arrangements are subject to 251(c)?

A. Yes, Embarq has agreed to include the terms and conditions for interconnection with its Wireline E911 Network along with the terms for other types of interconnection trunks in a single 251(c) interconnection agreement. There are two primary reasons for this. First, in situations where Embarq provides the Wireline E911 Network components to the PSAP Embarq has an obligation as an ILEC to provide unbundled access to the 9-1-1 databases (MSAG and ALI) pursuant to section 251(c)(3) of the Act (Title 47 C.F.R. §51.319(f)). This includes downloads of the MSAG to the CLEC for their use in validating customer addresses and it also includes the capability to upload end user ALI records to the Embarq ALI through the database management

system. The terms and conditions governing this arrangement clearly belong in a 251(c) agreement. Secondly, the installation of dedicated 9-1-1 trunks, while important, is a small component of the over all interconnection arrangement between Embarq and a connecting carrier that is exchanging *non*-emergency traffic with Embarq, and its just common sense to include it in the overall discussion of how the parties will interconnect. Embarq has consistently done this for the arrangements depicted in Exhibits JMM-1 and JMM-2.

Q. What if Intrado only provides the wholesale ALI Database Management services in these two scenarios? Is this still subject to a 251(c) agreement?

A. The FCC recently addressed wholesale service arrangements stating that wholesale providers of telecommunications services "are telecommunications carriers for the purpose of sections 251(a) and (b) of the Act, and are entitled to the rights of telecommunications carriers under that provision" (DA 07-709, Released 3/1/2007, ¶1, *Time Warner Decision*). It must be noted that the FCC did not address any entitlements under section 251(c). Furthermore, in this situation Intrado's only function is that of a Database Management System Administrator, which is an information service and not a telecommunications service. In its initial Response to Intrado's petition for arbitration, Embarq argued that these arrangements should be commercially negotiated; however, Embarq has revised its position and this point and will agree (and does not oppose in this proceeding) to provide Intrado access to E911 databases pursuant to section 251(c)(3) of the Act when Intrado provides wholesale database management system services to other telecommunications carriers as depicted in Exhibits JMM-1 and JMM-2.

Q. What about the VoIP scenario, as depicted in Exhibit JMM-3?

A. Embarq currently has a commercial agreement with an Intrado's affiliate that provides the affiliate with access to Embarq's 9-1-1 databases as well as access to Embarq's selective routers so that the affiliate can supply service to VoIP providers. A copy of the commercial agreement is included as Exhibit JMM-7. The Time Warner decision referenced immediately above also applies to wholesale telecommunications services that are sold to VoIP providers, and the existing commercial arrangement that Embarq has with Intrado's affiliate is consistent with FCC's finding that wholesale telecommunications providers "are telecommunications carriers for the purpose of sections 251(a) and (b) of the Act". As such, Embarq has a legitimate basis for asserting that section 251(c) does not cover such wholesale arrangements on behalf of VoIP service providers, but Embarq is willing to include this scenario in a 251(c) agreement with Intrado for the sake of efficiency, notwithstanding the position that Embarq initially stated in its Response to Intrado's Petition for arbitration.

Q. Is the network arrangement that is depicted in Exhibit JMM-4 subject to section 251(c) interconnection?

A. No. The network arrangement depicted in Exhibit 4 is a peering arrangement between two separate Wireline E911 Network providers that allows 9-1-1 calls to be redirected from one PSAP to another PSAP via the inter selective router trunking. In addition to dedicated trunking between selective routers, it is also possible to establish data connections between the two ALI databases so that the PSAP that receives the forwarded call also has access to the 9-1-1 caller's personal information. This is another form of an ALI steering arrangement.

These types of configurations are not between competing emergency service providers who are operating within the same geographic area; rather, they are arrangements established between peers who are providing service to different PSAPs in adjacent areas in which one emergency service provider is identified as the primary provider and the other as secondary provider. Such arrangements are not developed in a vacuum but require the cooperative efforts of multiple parties, including each of the participating Wireline E911 Network providers, public safety authorities, and state and local governments. As Intrado states it in its Florida price list at §5.2.11, "When the 9-1-1 Routing feature is provided, the Customer is responsible for identifying primary and secondary PSAPs…"

Apart from the inapplicability of 251(c), it would not be good public policy to subject these peering arrangements to the adversarial arbitration process. Embarq already has an established practice of implementing such router to router connections with other Wireline E911 Network providers, generally ILECs. Embarq also has ALI steering arrangements with wireless and VoIP 911 database management system providers, although it does not have any ALI steering arrangements with any other Wireline E911 Network provider. The terms and conditions of these existing arrangements are contained in commercial agreements or tariffs, not pursuant to 251(c) interconnection agreements.

Q. Do you have any examples of commercial agreements that you have with other Wireline E911 Network providers?

A. Yes. Embarq has an agreement with a CLEC in Indiana that was recently negotiated for this type of arrangement. Exhibit JMM-8 is a redacted copy of that document.

The peering arrangements that Embarq has established in Florida with AT&T and Verizon are verbal agreements that are established and managed by emergency service professionals for both companies. Each party bills the PSAPS pursuant to the approved tariffs that they have filed with the Commission.

Q. Are the commercial agreements that Embarq has with other CLECs for these types of arrangements consistent with the position taken by Embarq in this arbitration, or are there any aspects of such agreements that need to be explained in light of Embarq's position here?

A. The agreements are consistent. The commercial agreements can vary based on each state's regulations regarding 9-1-1 funding. In some cases the primary provider could bill the PSAP for both its own and the secondary provider's charges; however, the principles are the same.

Q. What about the configurations depicted in Exhibits JMM-5 and JMM-6? Are they subject to section 251(c) of the Act?

A. No, they are not. In these scenarios Intrado provides the Wireline E911 Network to a PSAP that provides emergency services to Embarq's end users. That means that Intrado provides the selective routing as well as the database management services for the PSAP, and Intrado also controls access to that PSAP. It also means that Embarq has to request access to Intrado's Wireline E911 Network since Embarq has a legal obligation to provide 911 dialing to its end users. Under such circumstances, Embarq would therefore need to negotiate connections between its switches or selective router and Intrado's selective router, obtain downloads of the official MSAG from Intrado, and also arrange for the ability to load Embarq's end user location information into the official ALI database maintained by Intrado – just like any other requesting carrier.

In the situation depicted in Exhibits JMM-5 and JMM-6, Embarq does not control access to the Wireline E911 Network, Intrado does. Embarq is not in the driver's seat, Intrado is. It is the exact reverse of the situation that was intended to be addressed by section 251(c) by imposing additional obligations on ILECs to assist market entry by competitive carriers. It is not a competitive situation in the sense of multiple providers operating within the same serving area at the same time. Every carrier with end users in the PSAPS serving area must come to Intrado in order to enable 9-1-1 calling.

Furthermore, the obligations of section 251(c) do not apply to Intrado. Every other carrier negotiating the mandatory interconnection with Intrado would do so under section 251(a). It therefore makes sense for Embarq to request interconnection with Intrado for access to the Wireline E911 network under the same general obligation found in section 251(a) of the Act. There is no good public policy reason to treat Embarq differently under these circumstances.

Q. Although you have addressed interconnection under section 251(c), what about access to unbundled network elements? Doesn't that fall under 251(c)?

A. Question 1(b) refers to "services" that might be offered by Intrado, which might involve the use of unbundled network elements, but the phrasing of the question refers specifically to "interconnection.". Specifically, Question 1(b) reads as follows:

> **1(b) Of the services identified in (a), for which, if any, is Embarq required to offer interconnection under Section 251(c) of the Telecommunications Act of 1996?**

The FCC defines interconnection as "the linking of two networks for the mutual exchange of traffic". The ILEC obligation to unbundle its network falls under

251(c)(3) and is described as providing non-discriminatory access, but this is not the same as interconnection. The issues and obligations are not identical. Nevertheless, Embarq will address network elements in the context of Issue 1 below.

Q. What are network elements?

A. A network element is a discrete component of the network. An example of a network element is a local loop.

Q. What is unbundled access?

A. Unbundled access is an arrangement whereby a CLEC is able to connect to the network element and use it to provide a telecommunications service.

Q. Can the CLEC use an unbundled network element to provide any telecommunications service?

A. No. The FCC explicitly forbids the exclusive use of network elements for mobile wireless service or interexchange service. (§51.309(b))

Q. What about the use of unbundled network elements for information services?

A. Carriers cannot use network elements exclusively for providing an information service (Title 47 C.F.R. §51.100(b)).

Q. But isn't an information service provided via telecommunications?

A. Under the Act "telecommunications" is not the same as "telecommunications service." Telecommunications is simply the transport mechanism over which the information service is delivered.

Q. What if another carrier sells the "telecommunications" component to the information service provider? Isn't that providing a telecommunications service?

A. If that interpretation were allowed it would nullify the exclusive use prohibitions that the FCC has established. It would jeopardize the access regime that subsidizes many other services and effectively eliminate it overnight. A simple syllogism proves the point.

- A network element cannot be used to exclusively provide an information service.
- An information service is always provided via telecommunications.
- Therefore a network element cannot be used to provide telecommunications exclusively for an information service.

Q. Why is this discussion relevant?

A. As the FCC has indicated in paragraph 74 of the USF Order referred to previously, emergency service is a combination of telecommunications and information services, and the actual service provided to the end user making the 911 call is emergency care delivered by emergency professionals. Interconnected VoIP customers call 9-1-1 today, and that service has yet to be classified as either telecommunications or information. And as stated above, the NG-911 network will evolve the emergency services network to include video and texting and other forms of information service. It will become more information rich, communicating more and more information to the PSAP and between emergency service providers. Network elements are available for telecommunications services, not information services, and the only network elements that are available today under applicable FCC regulations may not even be the best solution for the NG-911 infrastructure.

Q. Please explain why the current list of network elements may not be the best solution for the NG-911 infrastructure.

A. The list of network elements that ILECS are required to unbundle is relatively short. The primary transmission elements are: copper loops, hybrid loops, DS1 loops, DS3 loops, DS1 dedicated transport, DS3 dedicated transport and dark fiber transport. ILECS do not have to unbundle any packet network elements, such as frame, ATM, IP or Ethernet, which are likely to be infrastructure of choice for connecting the NG-911 components.

Q. What about fiber loops and other network elements such as selective routers?

A. ILECS do not have to provide unbundled access to dark fiber loops or any switching network elements such as selective routers.

Q. What about the obligation to unbundle the 9-1-1 databases?

A. When Intrado is designated by the PSAP as the primary emergency service provider, Embarq does not own or control the official 9-1-1 database (ALI and MSAG), and therefore Embarq does not have anything to provide pursuant to 251(c)(3).

Q. So, is it Embarq's position that the Commission should not require ILECS to offer unbundled access to network elements to a CLEC that is designated by the PSAP as the primary emergency service provider?

A. Yes. Unbundled access is not required (other than 911 databases, which are not relevant when a CLEC is designated as the primary E911 emergency service provider). Such unbundled elements certainly do not provide access to the latest technology for the NG-911 network.

Q. If relevant network elements are not available, then how can companies such as Intrado provide competitive 9-1-1 services?

A. First, the obligation to provide unbundled access to network elements does not turn on one company's specific business plan, but concerns the more general circumstances of a reasonable efficient competitor considering all potential revenue sources (FCC 04-290, Released 2/4/2005, *TRRO*, ¶¶24-26). Second, the intent of the 1996 amendments to the Communications Act was to open up the local exchange markets and stimulate facilities-based competition (TRRO, footnote 48). This intent envisions many customers with several providers vying for their business. This scenario is not a description of the emergency services market where there is one customer (the PSAP) per county (or perhaps even one per state) and it is no small matter for the customer to change service providers. In addition, once the PSAP selects a provider, there is a legal obligation placed upon all other voice providers operating within the geographic bounds of the PSAP's serving territory, to obtain interconnection with the emergency services provider. Intrado is not dependent upon unbundled access to collocate its equipment in Embarq's central offices pursuant to Embarq's tariffs or to secure a wide variety of products and services from Embarq (including frame, ATM, IP, and Ethernet) to connect its equipment with various PSAPS and other entities.

Issue 1(c) Of the services identified in (a), for which, if any, should rates appear in the ICA?

Issue 1(d) For those services identified in 1(c), what are the appropriate rates?

Q. What are the services and rates that are applicable to the services depicted in Exhibits JMM-1, JMM-2 and JMM-3?

A. The services illustrated in Exhibits JMM-1, JMM-2 and JMM-3 are the standard arrangements between Embarq and a connecting carrier when Embarq has been designated by the PSAP as the primary provider of the Wireline E911 Network, and the connecting carrier seeks interconnection under 251(c)(2) for the purpose of exchanging telephone exchange and exchange access traffic and to fulfill the connecting carriers obligation to provide its end users with access to 911 service. The connecting carrier secures transport facilities from its central office to the Point of Interconnection (POI). In the case of 9-1-1 service, the POI is the selective router, and connecting carriers usually order access service subject to the applicable rates found in Embarq's tariff. Embarq also charges a port fee for connection to the selective router, which is included on the price list that Embarq provided to Intrado. Exhibit JMM-12 is a copy of the price list that was provided to Intrado during negotiations.

Q. Does Embarq charge the connecting carrier for any other services?

A. Embarq does charge for MSAG downloads under the circumstances depicted in Exhibits JMM-1, JMM-2 and JMM-3, consistent with the obligation for ILECs to provide unbundled access to the 9-1-1 database network element; but there are no other 911 related charges. The price for the MSAG download is the same as the "SIG Database Extract Report." SIG stands for "Street Index Guide" and is a reference to Embarq's internal address system.

Q. What about the medium that connects the connecting carrier's provisioning systems and Embarq's database management system?

A. The connecting carrier is responsible for securing the connectivity that is needed. One of the primary ways that this is accomplished is by transferring files to the IP address of Embarq's database management system gateway over the Internet.

Q. Does this apply even if the connecting carrier hires Intrado to manage that functionality for them?

A. Yes. Embarq will provide access to companies that are providing 9-1-1 wholesale services to other carriers on the same basis as the carriers themselves.

Q. Does the connecting carrier charge Embarq for any service?

A. No.

Q. What services and rates are involved in the arrangements depicted in Exhibit JMM-4?

A. In peering arrangements such as these between two separate Wireline E911 Network providers, the costs for the services that are provided are charged to the PSAPS that receive the benefit of the additional functionality and that are being served by both companies. The PSAPS are responsible for funding the Wireline E911 Network, which includes the selective routers and ALI databases, and this linkage between the selective routers and/or between the ALI databases of two adjacent providers is part of that emergency network, not the PSTN. Peering arrangements such as these are quite frequent in Primary/Secondary scenarios and are not undertaken until all stakeholders (network providers, government entities, PSAPS, and others) agree on all aspects, including billing.

Q. So, are you saying that neither party would bill the other anything for this scenario?

A. Yes, unless one party lacks certain facilities, such as transport, and wants to purchase them from the other party.

Q. What are the rates and services with respect to Exhibits JMM-5 and JMM-6?

A. The scenarios depicted in Exhibits JMM-5 and JMM-6 are the reverse of Exhibits JMM-1 through JMM-3. In this case, Intrado is the Wireline E911 Network provider and Embarq is the requesting carrier that is obligated to secure access to the emergency network for its end users. Embarq would expect to secure transport to Intrado's selective router by either self provisioning such facilities or buying them from another vendor (as far as Embarq is aware, Intrado doesn't own any transport facilities). Embarq would expect to pay for ports on Intrado's selective router and for MSAG downloads and nothing more. As far as the rates that would apply, Intrado has not provided Embarq with any rates for these services and there are none listed in the price list filed here in Florida.

Q. Would Embarq expect to bill the PSAPS for any services rendered in these arrangements?

A. Embarq would apply its tariff that is on file here in Florida. In this situation, Embarq creates the ALI records that would be stored by Intrado and Embarq would bill the PSAP for the creation of those records. Intrado could potentially charge the PSAP for storing those records but Intrado cannot and should not charge for the cost of creating them.

Q. Why should the PSAP pay for those ALI records?

A. The ALI records are the ALI database, which is one of the components of the Wireline E911 Network that is funded by PSAPS.

Q. Is there any additional reason that supports such charges?

A. Yes. In the situation where Intrado has been designated by the PSAP as the primary Wireline E911 Network provider, Intrado could charge the PSAP for any ALI records that Intrado creates (e.g., if Intrado was also providing local dial tone service to end users), and it would be discriminatory for the Commission to require Embarq to create the same ALI records for free.

Issue Number 2:

(a) What trunking and traffic routing arrangements should be used for the exchange of traffic when Intrado is the designated 911/E911 Service Provider?

(b) What trunking and traffic routing arrangements should be used for the exchange of traffic when Embarq is the designated 911/E911 Service Provider?

Q. What are the areas of dispute between Intrado and Embarq with respect to this issue?

A. Exhibit JMM-9 displays the competing terms and conditions proposed by the parties on each of the issues, which highlights the specific differences. The primary issue that Embarq has with respect to Issue 2(a) is that under the circumstances where Intrado has been designated as the Wireline E911 Network provider, the terms and conditions

for Embarq to interconnect with Intrado should be negotiated between the parties in a commercial agreement and should not included in a 251(c) agreement; however, there are additional disagreements between Embarq and Intrado beyond that threshold issue, as I will discuss further below. With respect to issue 2(b), the dispute is with the terms proposed by Intrado at 55.1.3, which includes both Scenarios 2(a) and 2(b), as described in Embarq's Response to Intrado's Petition. The terms proposed by Intrado at 55.1.3 incorporate the language proposed by Embarq at 55.1.3.

Q. What do Embarq and Intrado disagree on?

A. There are three primary areas of disagreement One of the primary differences reflected in the competing language proposed by each Party in Section 55.1.3 of the ICA, as shown in Exhibit JMM-9, involves the threshold issue concerning the inapplicability of 251(c) to the situation described in Issue 2(a), as discussed above. The second primary area of disagreement is whether or not Embarq can use its selective routers to determine where to route 9-1-1 calls that are originated by Embarq's end users, including use of Embarq's selective router to direct the calls to Intrado. That is the focus of the dispute over the phrase that Embarq proposes to includes in 55.4.1 and 55.4.4. The language proposed by Intrado at 55.4.4 "but will not selectively route the end office traffic before termination to the Intrado Comm Network" and the language proposed by Intrado at 55.4.7.1 and 55.4.7.3 "When Embarq is technically incapable of segregating its End-User 911 Service or E911 Service call traffic associated with a Wire Center" is intended to deny Embarq the right to use its selective routers as a means of determining where to send Embarq's end user 9-1-1 traffic.

Q. What does Intrado want Embarq to do with respect to the routing of 911 calls from Embarq's end users to Intrado's selective router?

A. Intrado is demanding that Embarq must use class marking instead of inter-tandem or inter-selective router trunks.

Q. What is class marking?

A. Class marking is a manual process in which each end user's telephone number is programmed in the serving central office to switch to a specific 9-1-1 trunk group when the end user dials 9-1-1. The 9-1-1 trunk group is connected directly to a selective router, which takes the 9-1-1 call and switches it to the appropriate PSAP. When a single switch supplies dial tone to a large area that is served by multiple PSAPs class marking requires separate 9-1-1 trunks for each PSAP. For example, if Embarq has a host switch that provides local service to customers in 10 counties with 10 different PSAPS, class marking would require Embarq to establish 10 different sets of 9-1-1 trunks, one set for each PSAP, as well as to manually program each end user's line. If Embarq has combined 9-1-1 trunks which are already established to an Embarq selective router, and that router is already determining which of the 10 PSAPS to route the 9-1-1 call to, Embarq could provide the same functionality with a single trunk group from its selective router to Intrado's selective router. Intrado's proposed language would have Embarq modify its local service provisioning processes nationwide and incur the additional costs of re-engineering and installing new 9-1-1 trunks and transport throughout its network for no legitimate reason.

Q. Is the way Embarq uses selective routing consistent with industry practice?

A. Absolutely. The whole purpose of selective routing is to be able to serve multiple PSAPs with a single switch and to determine which PSAP to route 9-1-1 calls to.

Q. Is using selective routing more efficient than class marking?

A. Yes. NENA describes class marking as follows in one of its tutorials: "Class marking in the end office is typically a manual process, and error prone in comparison to mechanized Selective Routing control." It is more efficient to use less trunking rather than more, and using selective routing does not introduce any additional points of failure when compared to class marking.

Q. Does Embarq do inter-selective routing today?

A. Yes. Embarq has inter-tandem connections from its Leesburg, Ft. Myers and Tallahassee tandems to AT&T (Leesburg, Ft. Myers and Tallahassee) and Verizon (Ft. Myers).

Q. You referred to three areas of disagreement. What is the last area of disagreement?

A. The third area is in regards to the terms and conditions proposed by Intrado at 55.4.7.2. Embarq recommends that they be deleted in their entirety. The terms depict a situation where Embarq has a wire center that is served by multiple PSAPS and it has no means of segregating its end users' 9-1-1 calls between the two PSAPS and sends all of its end users' 9-1-1 calls to Intrado's selective router for that purpose. Intrado will route the call directly to the PSAP if Intrado serves the PSAP, but if the PSAP is served by another 9-1-1 provider, Intrado will forward the call to the other provider's selective router. In this situation Intrado would be acting as the Primary provider and the other entity would be acting as the Secondary provider (see 55.4.7.1). The terms proposed by Intrado state that Embarq must reimburse Intrado for any costs that Intrado incurs for handing the call off to the Secondary provider. It is Embarq's

experience that Primary and Secondary providers recover their costs directly from the PSAPS that are involved instead of billing connecting companies. These types of terms are included in the commercial agreement that is attached to my testimony as Exhibit JMM-8 and are consistent with the 911 funding mechanisms established in the Florida Statutes. I view Intrado's proposed language as an attempt to inappropriately shift costs from PSAPS to connecting carriers, thereby giving the appearance that Intrado provides lower cost services to the PSAPs, when in fact such costs have simply been shifted, not eliminated. Intrado appears also to be pursuing this type of cost-shifting and redefinition of 911 funding in its Petition for Declaratory Statement filed in Docket No. 080089-TP (in which Embarq has filed pleadings to intervene and oppose). Furthermore, Intrado offers no quantification of what these costs are or how much they might be.

Issue Number 3:

What terms and conditions should govern points of interconnection (POIs) when:

(a) Intrado is the designated 911/E911 service provider?

(b) Embarq is the designated 911/E911 service provider?

(c) Intrado requests the use of a mid-span meet point? (see number 8 below)

Q. What is the dispute between the parties under Issue 3?

A. Please refer to Exhibit JMM-9 which displays the competing terms and conditions proposed by the parties in connection with Issue 3, and which highlights the specific differences. There are four areas that I will address in connection with Issue 3. First, Intrado has stricken some of Embarq's standard terms and conditions that are intended for carriers that actually provide local and long distance calling to end users and want

to establish a POI for that purpose. Intrado has done so even though Intrado's own price list shows that it does not provide local and long distance calling. While the standard terms offered by Embarq are crafted to address how networks are actually designed and connected, it is true that some of them could be modified or waived to conform to some of the prior decisions of this Commission. Embarq will therefore agree to strike the last sentence in 55.2.1 and strike its proposed language at 55.2.1(a) and 55.2.1(c). That leaves unresolved the dispute over Intrado's proposed language at 55.2.1(a) and Embarq's counter proposal at 55.2.1(d), as well as Intrado's proposed terms at 55.2.1(c), and the competing terms for 55.2.4.

Q. What is the dispute between Intrado's proposed language at 55.2.1(a) and Embarq's counter proposal at 55.2.1(d)?

A. The terms proposed by Embarq are intended to address the situations depicted in Exhibits JMM-1, JMM-2, and JMM-3 (all related to Scenario 1 described in Embarq's Response) and to recognize that the POI for connecting to the Wireline E911 Network is at the selective router. Intrado's proposed terms refer to the reciprocal exchange of 9-1-1 calls, which contemplates that the POI would be utilized in connection with other scenarios (i.e., where Intrado is the primary E911 provider) that should be the subject of a commercial agreement, not a 251(c) agreement. In addition, Intrado's language states that the POI is not necessarily at the selective router.

Q. What is the basis for Embarq's position that the POI should be at the selective router?

A. There are two basic reasons. First, the FCC has determined that the selective router is the logical point of demarcation between the PSTN and the Wireline E911 Network and, second, it is well established industry practice.

Q. Where did the FCC make that determination?

A. The Wireless Telecommunications Bureau issued a decision to this effect in May 2001. The decision was challenged and the FCC released an Order on Reconsideration on July 24, 2002 (*FCC 02-146, King County Reconsideration Order*) stating that, "We find that the cost-allocation point for E911 implementation should be that point at which the system identifies the appropriate PSAP and distributes the voice call and location data to the PSAP (¶1)". The agency spells this out in more detail in paragraph 4 of that same order stating that the 9-1-1 selective router is the proper demarcation point. This decision is consistent with the FCC's definition of interconnection which I quoted earlier in my testimony and the fact that the POI delineates the financial responsibility for the connecting carriers. In other words, each carrier bears the costs of getting to the POI. With respect to 9-1-1 service, the Wireline E911 Network provider is responsible for and recovers the costs of the network components, including the selective router, from the PSAP and the connecting carrier is responsible for getting its end user's 9-1-1 calls to the selective router.

Q. But isn't the *King County Reconsideration Order* just addressing wireless carrier access to the 9-1-1 network?

A. While the decision was specific to the FCC's order to deploy wireless 9-1-1 capabilities it is a reasoned approach and is consistent with the later VoIP 911 order

defining the Wireline E911 Network as separate from, but connected to the PSTN. Furthermore, the Florida statute defining the costs that can be recovered from the state E911 fee (Section 365.172(9)) includes the components of the Wireline E911 Network.

Q. You stated above that establishing the POI at the selective router is well established industry practice. What proof do you have of that?

A. I've been involved in 251(c) contract negotiations with CLECs and other carriers since 1996 and this is the first time that Embarq has had to arbitrate this issue (including when Embarq was formerly known as Sprint). It has been, up to this point, a non-controversial, accepted concept and it is also the position that Embarq has taken when the parties have discussed Embarq's connection with Intrado's selective router for the provision of 9-1-1 calling to Embarq end users, which Embarq submits should occur in the context of a commercial agreement.

Q. Does that mean that you agree with the terms that Intrado has proposed at 55.2.1(c), when it provides selective routing to the PSAP?

A. No. The terms proposed by Intrado at 55.2.1(c) do not establish a POI but instead point to section 55.4, which includes some language proposed by Intrado at 55.4.2 stating that the POI will be a mutually agreed location. Embarq's primary opposition to this language is that it contemplates the network configurations that are illustrated in Exhibits JMM-5 and JMM-6 (and potentially Exhibit JMM-4), which should be negotiated in a commercial agreement pursuant to 251(a). Since Embarq's proposed language actually benefits Intrado, I can only assume that Intrado is envisioning some form of meet point arrangement and that Intrado has drafted its proposed language

with that in mind Even so, in a meet point arrangement the POI would be at the selective router.

Q. Does Embarq have an obligation to enter into meet point arrangements for 251(c) agreements?

A. Yes, and the terms that Embarq proposes at 55.2.4 provide for that possibility; however, Intrado has struck key words from Embarq's language creating terms that go far beyond what the FCC envisioned for these types of arrangements. Intrado's proposed changes are nothing more than a bald attempt at forcing Embarq to subsidize Intrado's business plan.

Q. How does the FCC define a meet point arrangement?

A. The definition of a meet point and meet point arrangement are included in the Code of Federal Regulations (§51.5) as follows:

> A **meet point** is a point of interconnection between two networks, designated by two telecommunications carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.
>
> A **meet point interconnection arrangement** is an arrangement by which each telecommunications carrier builds and maintains its network to a meet point.

Q. How do companies decide whether or not to enter this type of arrangement?

A. Companies enter into meet point arrangements when there is a mutual benefit; that is, both parties receive enough benefit from the interconnection to justify their costs of implementation. The FCC described it this way in the Local Competition First Report and Order (FCC 96-325, Released 8/8/96):

> Consistent with this view, other methods of technically feasible interconnection or access to incumbent LEC networks, such as meet point arrangements, in addition to virtual and physical collocation, must be available to new entrants upon request. Meet point arrangements (or mid-span meets), for example, are commonly used between neighboring LECs for the **mutual exchange** of traffic, and thus, **in general**, we believe such arrangements are technically feasible. (¶553, **Emphasis Added)**

The FCC goes on to say later in that same paragraph that "the incumbent and the new entrant are co-carriers and each gains value from the interconnection arrangement." Embarq interprets the phrase "mutual benefit" to mean that traffic at the meet point flows both directions over the facility and that amount of such traffic is roughly balanced.

Q. What is the basis for the interpretation that the traffic should be roughly balanced?

A. It's based on logic and fundamental fairness. If the traffic is roughly balanced it means that both parties are using the same amount of capacity over the route, which is directly related to cost, and therefore to value or benefit. If one party uses more capacity on the facility that party is receiving more value. Intrado's proposed conditions do not recognize this and, thus, unfairly skew the terms in Intrado's favor.

Q. How is Intrado's proposed language skewed in its favor?

A. First, Intrado replaces the opening phrase "When the Parties choose" with "When Intrado COMM requests", which essentially removes any vestige of mutual benefit, especially when coupled with Intrado's later edits. Second, Intrado strikes the

following sentence "The construction of new facilities for a mid-span meet is only applicable when traffic is roughly balanced", which means that Intrado is asking this Commission to give it the right to force Embarq to build out to a meet point when all of the value of that arrangement accrues to Intrado and none to Embarq. And finally, Embarq's proposed terms limits its build out obligation to 50% of the route length or to the exchange boundary, whichever is less, while Intrado proposes to remove the exchange boundary limitation. What this effectively means is that Intrado believes that it should have the right to locate its equipment in, say, Miami and force Embarq to incur transport costs half way between Miami and Embarq's exchange boundary in Winter Park (a distance of 236 miles), solely at Intrado's discretion, and solely for Intrado's benefit.

Q. What did the FCC say regarding build out obligations for meet points?

A. The FCC's discussion on this issue is included in that same ¶553 from the Local Competition First Report and Order, which states the following:

> Further, although the creation of meet point arrangements may require some build out of facilities by the incumbent LEC, we believe that such arrangements are within the scope of the obligations imposed by sections 251(c)(2) and 251(c)(3). **In a meet point arrangement, the "point" of interconnection for purposes of sections 251(c)(2) and 251(c)(3) remains on "the local exchange carrier's network"** (*e.g.*, main distribution frame, trunk-side of the switch), and the **limited build-out** of facilities from that point may then constitute an accommodation of interconnection.*(see ¶198- fn 1347 See, supra* Section IV.E., above, discussing accommodation of interconnection.*)* In a meet point arrangement each party pays its portion of

> the costs to build out the facilities to the meet point. We believe that, although the Commission has authority to require incumbent LECs to provide meet point arrangements upon request, **such an arrangement only makes sense for interconnection pursuant to section 251(c)(2) but not for unbundled access under section 251(c)(3)**. New entrants will request interconnection pursuant to section 251(c)(2) for the purpose of exchanging traffic with incumbent LECs. In this situation, the incumbent and the new entrant are co-carriers and each gains value from the interconnection arrangement. **Under these circumstances, it is reasonable to require each party to bear a reasonable portion of the economic costs of the arrangement.** In an access arrangement pursuant to section 251(c)(3), however, the interconnection point will be a part of the new entrant's network and will be used to carry traffic from one element in the new entrant's network to another. **We conclude that in a section 251(c)(3) access situation, the new entrant should pay all of the economic costs of a meet point arrangement.** Regarding the distance from an incumbent LEC's premises that an incumbent should be required to build out facilities for meet point arrangements, we believe that the parties and state commissions are in a better position than the Commission to determine the appropriate distance that would constitute the required **reasonable accommodation of interconnection. (Emphasis Added)**

The agency specifically refers to the build out obligation as "limited" and that it should be "reasonable". There is no question in my mind that the terms that Intrado is asking this Commission to approve do not meet these criteria. It is unreasonable to

expect Embarq to build facilities outside of its operating territory solely at Intrado's whim and for Intrado's sole benefit.

Q. Why did you emphasize the references to section 251(c)(3) in the excerpt quoted above from the Local Competition Order?

A. I did that to show that Embarq is not obligated to cover any costs for facilities between Embarq and Intrado for Intrado's use in accessing network elements pursuant to section 251(c)(3). Intrado is seeking such access and I wanted to make this point clear.

Q. What about the reference to POI? Why did you emphasize that?

A. Theses issues are framed in the context of "where is the POI"? Embarq takes the position that in the context of 9-1-1 service, the POI is at the selective router that serves the PSAP in question. Intrado's proposed language appears to suggest that in cases where a meet point arrangement is entered into that the POI might be somewhere else. The FCC's order contradicts that.

Q. What about meet point arrangements that Embarq has with other ILECS?

A. Embarq does have meet point arrangements with other ILECS and also other CLECS. The arrangements with other ILECS were established years ago (before the advent of competitive LECs) primarily for the purpose of IntraLATA toll calling as well as Extended Area Services (EAS), not 9-1-1 service. One of Embarq's concerns is that Intrado is arguing these issues in the context of facilities that would be used solely to provide 9-1-1 service only. Trunking facilities for 9-1-1 do not require large capacity

and in Embarq's view it would not be economically efficient to build out facilities solely for 9-1-1 purposes.

Q. Can there be meet point arrangements that don't involve building out?

A. Carriers buy "meet point" access facilities all of the time where the facility is jointly provisioned between two other providers. CLECs do that today to secure connectivity between their central office and Embarq's selective router. In these cases the meet point is between Embarq and the other carrier which is jointly provisioning the service to the leasing CLEC, and as pointed out above, the POI would still be at the selective router.

Issue Number 4:

(a) Should specific terms and conditions be included in the ICA for inter-selective router trunking? If so, what are the appropriate terms and conditions?

(b) Should specific terms and conditions be included in the ICA to support PSAP-to-PSAP call transfer with automatic location information ("ALI")? If so, what are the appropriate terms and conditions?

Q. What is the disagreement between the Parties on this Issue No. 4?

A. The primary dispute under Issue 4 is whether or not these terms should be in a 251(c) agreement or in a 251(a) commercial agreement. My testimony on Issue 1 above, with respect to the arrangements depicted in Exhibit JMM-4, presents Embarq's arguments for why a 251(a) commercial agreement is appropriate. A review of the terms and conditions contained in Exhibit JMM-9 will show that Embarq does not have any

technical dispute with Intrado over the terms that have been proposed by Intrado. Inter-selective routing involves not just the Wireline E911 Network providers, and all impacted parties should be involved in the planning and design of the emergency network. Embarq willingly enters into these types of arrangements today, but on a commercial basis.

Issue Number 5:

Should the interconnection agreement include the terms and conditions under which Embarq orders services from Intrado? If so, what are the appropriate terms and conditions?

Q. Please describe the dispute between Embarq and Intrado?

A. Exhibit JMM-9 displays the competing terms and conditions proposed by the parties on each of the issues highlighting the specific differences. The primary dispute between the parties on Issue 5 is directly related to the threshold issue of whether or not the terms and conditions for the network arrangements depicted in Exhibits JMM-5 and JMM-6 should be included in a 251(c) arrangement versus a 251(a) commercial arrangement. The terms proposed by Intrado at 72.14 are specific to the scenario where Intrado is designated by the PSAP as the primary 9-1-1 provider and Embarq must obtain access to Intrado's Wireline E911 Network. Embarq believes these terms should be negotiated in the context of a commercial agreement.

Q. Does Embarq otherwise have any concerns with Intrado's proposed terms?

A. The provisions proposed by Intrado are general, obligating Embarq to follow the ordering processes that Intrado posts on its website. Embarq has not investigated the

processes to determine if they are consistent with industry standards, such as those defined by ATIS (Alliance for Telecommunications Industry Solutions), which would be Embarq's preference. Unique processes that can unilaterally be changed are not efficient or in the best interests of the industry.

Issue Number 6:

(a) What terms and conditions should be included in the ICA to address access to 911/E911 database information when Embarq is the designated 911/E911 service provider?

(b) What terms and conditions should be included in the ICA to address access to 911/E911 database information when Intrado is the designated 911/E911 service provider?

Q. What is the disagreement between the Parties on Issue No. 6?

A. The first and perhaps primary issue is whether or not these terms should be in a 251(c) agreement or in a 251(a) commercial agreement. My testimony on Issue 1 above with respect to the arrangements depicted in Exhibit JMM-4 presents Embarq's arguments for why a 251(a) commercial agreement is appropriate. A review of the opposing terms and conditions contained in Exhibit JMM-9 will reveal three other areas of disagreement. The first area has to do with privacy and the use of ALI end user records, the second is over which entity "owns" those records and the third is a technical issue concerning Embarq's obligation to make significant modifications to its network in order to share records in the manner that Intrado demands.

Q. Please describe the customer information in question.

A. The customer information is the personal information that local exchange service providers acquire from their end users when they provide service to them. It includes what is commonly referred to as subscriber listing information, that is, the customer's name, address, and telephone number. All LECs must sell subscriber listings (not including non-public or unlisted numbers) to directory publishers upon request pursuant to section 222(e) of the Act. The ALI also currently includes Customer Proprietary Network Information ("CPNI"), such as the class of service and type of service, which are considered private. Additional personal information is likely to be added to the ALI (and possibly to the definition of CPNI) as the standards for the NG-911 network are completed and the future network is deployed.

Q. What is the difference of opinion between Embarq and Intrado on the privacy and use of ALI records?

A. The disputed terms are at 75.2.6(g) and 75.2.7(g) of the proposed contract (see Exhibit JMM-9). The language proposed by Embarq states that end user ALI information can only be used for the provision of 9-1-1 service, which is consistent with NENA recommendations. Intrado has modified the terms to say that confidentiality is not absolute but will be maintained "in accordance with CPNI rules" and that it may use the information to provide ""Emergency Services," "Emergency Notification Services," and "Emergency Support Services" as those terms are defined in the Wireless Communications and Public Safety Act of 1999 and as may otherwise be permitted under Section 222 of the Act." The Wireless Communications and Public Safety Act of 1999 amended Section 222 of the Telecommunications Act and did authorize the use of CPNI to provide the three types of Emergency Services identified

by Intrado; however, as stated above, Section 222 also includes other provisions which Intrado inappropriately incorporates here.

Q. What do you mean?

A. Section 222(e) mandates that all LECs must sell subscriber listings (name, address and phone number, but not including non-public or unlisted numbers) to directory publishers upon request. The language included by Intrado "and as may otherwise be permitted under Section 222 of the Act" would effectively give Intrado the subscriber listings for Embarq's end users free of charge. Embarq is not obligated to do that and it is notable that Intrado has not proposed reciprocal provisions with respect to the ALI records that it creates.

Q. Doesn't Embarq bill Intrado for the Embarq end user ALI records when Intrado is the Wireline E911 Network provider?

A. No. Embarq bills the PSAP for the ALI records, which go into the PSAP ALI database, consistent with its agreements with those PSAPS, state tariffs approved by the Commission and industry standard practice here in Florida. The Florida statute referred to earlier (365.172(9)) specifically authorizes PSAPS to use the E911 fee distribution to pay for ALI databases. That matter also is the subject of the declaratory statement proceeding that Intrado has instigated (Docket No. 080089-TP).

Q. You mentioned above that the terms proposed by Embarq were consistent with NENA recommendations. What were you referring to?

A. Issue 6 of the NENA Data Standards for Local Exchange Carriers, ALI Service Providers & 9-1-1 Jurisdictions (November 21, 2006) makes this comment about the use of ALI record information:

> 2.24 The ALI SP shall restrict the usage of LEC data to emergency purposes as mandated by legislation. SP data shall not be provided to other entities without the written permission of that SP, unless legislation permits.

The standards document includes a fuller discussion of the confidentiality of ALI information at section 17, including statements regarding the impact of the Electronic Communications Privacy Act ("ECPA").

Q. You stated that the second area of dispute was over ownership of the customer information. What are the positions of the parties?

A. The dispute is over a section of the language proposed by Embarq at 75.2.7(a) which reads as follows:

> The ALI database shall be managed by INTRADO COMM. but is the property of INTRADO COMM and Embarq for those records provided by Embarq.

The dispute is over the phrase that is double underlined, which is consistent with Embarq's standard terms. Intrado refuses to recognize that Embarq retains any ownership of Embarq end user ALI records that Embarq sends to Intrado. Intrado's position conflicts with the NENA standards document quoted from immediately above that clearly states that the ALI provider (in this case Intrado) has to get written permission from the service provider that supplied the ALI data (in this case Embarq) before it (Intrado) provides the information to another entity. This information is CPNI belonging to Embarq's customers, not Intrado's customers, and Embarq is obligated to ensure the privacy of that data. Embarq is obviously concerned with

Intrado's position that Embarq no longer has any ownership (or corresponding control) over that information and frankly Embarq is not sure how Intrado fully intends to use the information.

Q. Is there also a technical issue that is being debated under Issue No. 6?

A. Yes. The technical issue is over the following terms proposed by Intrado:

> 75.2.7 (i) Embarq and INTRADO COMM shall employ PAM as the protocol for interoperability between the ALI systems for ALI retrieval from each Party's ALI database when "no record found" ALI steering conditions occur.

Embarq has existing ALI steering arrangements with other entities for providing wireless and VoIP 9-1-1 service. These arrangements use E2 protocol. It is my understanding that PAM protocol is used for ALI steering arrangements for normal wireline 9-1-1 service; but as stated previously in my testimony, Embarq has not entered into ALI steering arrangements that are used for the purpose described in 75.2.7(i) and Embarq has therefore not deployed PAM protocol within its Wireline E911 Network. Doing so would be expensive, and Embarq should not be forced to make an open ended commitment to Intrado that it will do so in the absence of integrated planning among all involved parties and a commitment from the PSAPS that they will fund the deployment. As discussed further below, however, Embarq has entered into inter-selective routing arrangements with other wireline carriers, which involve the transfer and sharing of ALI data by means other than PAM.

Q. What is the basis for Embarq's position regarding the commitment from the PSAPs to provide funding for the deployment of PAM protocol?

A. ALI steering, which involves a connection between two ALI databases that is used to respond to a query from a PSAP, is part of the Wireline E911 Network that is funded

by the PSAPS. Embarq views these terms as an attempt by Intrado to use 251(c) to force Embarq into making changes to the emergency network infrastructure without any commitment on the part of the PSAPS to fund the changes, thus making Embarq absorb costs that would be incurred to enable connectivity between Intrado's and Embarq's ALI. This is not good public policy and not the right way of going about upgrading the emergency network. Embarq is willing to negotiate the deployment of PAM protocol in the context of a commercial agreement and with the full cooperation of all the PSAPS that would receive the benefit of such protocol.

Q. Does Embarq have any inter-selective routing arrangements that involve other wireline service providers?

A. Yes, we do.

Q. How is the ALI data managed in those arrangements?

A. Wireline E911 Network providers in a Primary/Secondary arrangement are able to identify and forward the impacted ALI records to each other, thus the data resides on each provider's database.

Q. Are there any other disputes between the parties with respect to Issue 6?

A. There are some minor differences between the terms proposed at 75.2.7(b) with respect to MSAG data (see Exhibit 9). Embarq proposes that Intrado agree to provide MSAG downloads to Embarq in a mutually agreed upon NENA format, which Intrado has rejected for some unexplained reason. It makes sense that the format of the downloads be consistent with industry standards and that Embarq should not have to

incur the cost of making modifications to its systems to accept data in some unique format arbitrarily created by Intrado.

Issue Number 7:

Should 911/E911 Service calls be included in the type of traffic to be exchanged by the Parties over local interconnection trunks?

Q. What is the nature of the dispute at Issue No. 7?

A. The dispute is over the wording at 55.1. Embarq's standard language reads as follows:

> The Parties shall reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:

Intrado modified the section to read this way:

> The Parties shall reciprocally terminate Local Traffic, ~~and~~ IntraLATA/InterLATA toll calls, and 911 Service and E911 Service calls originating on the other Party's network as follows:

The result is an assertion that 9-1-1 calls from end users of both Embarq and Intrado will be routed in either direction, which means that it includes situations where Embarq is the 9-1-1 provider (Exhibits JMM-1, JMM-2, and JMM-3), as well as situations where Intrado is the 9-1-1 provider (Exhibits JMM-5 and JMM-6), and even situations where both parties are 9-1-1 providers (Exhibit JMM-4).

Q. Why does Embarq object to these modifications?

A. Embarq has two reasons for objecting. First, as discussed in detail above, Embarq does not agree that it has an obligation under 251(c) to negotiate the terms and conditions

for the network arrangements illustrated in Exhibits JMM-4 though JMM-6. Second, the edits are not technically accurate. Intrado does not provide local exchange service to end users and therefore no 9-1-1 calls will be originated from Intrado's network.

Issue Number 8:

What are Embarq's obligations to build out transport facilities?

Q. What are the positions of the parties on Issue No. 8?

A. My earlier testimony in response to Issue No. 3(c) above provides the details regarding this issue. In summary, the modifications that Intrado has proposed to the terms at 55.2.4 would obligate Embarq to incur the cost of building out transport facilities any time Intrado demands it, to any location of Intrado's choosing, without any practical limitation of costs, regardless of whether or not Embarq will receive any value from the arrangement. It is patently unfair and unreasonable and not consistent with Embarq's obligations under the Act.

Issue Number 9:

Under §251(c), should Embarq be required to maintain certain company identifiers and codes to interconnect with Intrado and terminate traffic on Intrado's network?

Q. Please describe the nature of the dispute under Issue No. 9?

A. The issue is similar to Issue No. 7 above. The terms proposed by Intrado at 55.3.3 (see Exhibit JMM-9) address circumstances where Embarq would be requesting access to Intrado's Wireline E911 Network (see Exhibits JMM-5 and JMM-6), which

should be addressed in a commercial agreement pursuant to 251(a) rather than a 251(c) interconnection agreement.

Q. Does Embarq have any other issue with the proposed terms?

A. No. Intrado's original language required Embarq to have a national Operating Company Number ("OCN") but they agreed to change it when Embarq pointed out that it uses state-specific OCNs.

Issue Number 11:

How should the term "End User" be defined and where should it be used in the ICA?

Q. What is an "End User"?

A. The definition proposed by Embarq is as follows:

> 1.54 For the purposes of this agreement "End-User" means the individual that makes the 9-1-1 call.

The definition proposed by Intrado is:

> 1.54 "End-User" means the individual that subscribes to (subscriber of record) and/or uses the Telecommunications Services provided by Embarq or INTRADO COMM.

The definition proposed by Embarq was taken from the NENA Master Glossary of 9-1-1 Terminology, which Embarq believes is appropriate given the fact that the issues between the parties are directly related to 9-1-1. It incorporates the common understanding of the term, which is an individual subscribing to and receiving a retail service. An end user is the ultimate consumer of the service. The definition put forth

by Intrado is far too broad, allowing Intrado to consider its wholesale carrier customers as end users, as well as carrier-like entities such as Vonage. Furthermore, the definition offered by Intrado is in contradiction with the definition of end user that it has included in its Florida price list. I view this word game as a scheme hatched by Intrado for the purposes of engaging in regulatory arbitrage.

Q. You mentioned that this definition is different than the one that Intrado has included in its Florida price list. What is the definition of end user that Intrado includes in its Florida price list?

A. The definition, as show below, clearly excludes carrier customers.

> End User
>
> The term "End User" denotes any Customer of an intrastate telecommunications service **that is not a carrier**. (Page 12, **Emphasis Added**)

Carriers provide (i) retail service to end users or (ii) wholesale services to other carriers, which they in turn use to provide retail service to end users.

Q. Why do you think Intrado intends its proposed definition of end user to include carriers?

A. There are two reasons. First, Intrado sells services to carriers and companies such as Vonage and these entities can be considered to be "an individual buying telecommunications services" from Intrado. And second, Intrado is aware of our concerns and has not agreed to modify its definition to explicitly exclude carriers or companies such as Vonage.

Q. What impact would it have if the term end user refers to carriers and companies such as Vonage?

A. The term end user is commonly understood to exclude these types of entities and by incorporating such entities within the term "End User" it introduces additional and unnecessary confusion with interpreting the contract language.

Q. How would including carriers within the context of the term add to unnecessary confusion with interpreting the contract language?

A. The various locations in the agreement where the term "end user" appears, and which would be affected by Intrado's proposal to define the term in a manner that includes carriers, are identified in Exhibit JMM-10. It includes over 26 pages of detailed terms and conditions and shows that Intrado has not just capitalized each use of the term "end user" that was in the original standard contract language but that Intrado has also substituted the term "end user" for other words such as "customer" and "subscriber". In some of these cases the term end-user clearly would not apply to a carrier, such as the definition of Directory Assistance Database (1.40) or Service Order Information (1.108), but would apply to the customer buying the retail service.

Q. Are there any other impacts to including carriers and companies like Vonage within the term end user?

A. Yes there are. For example, since a local loop is a facility between an Embarq wire center and an end user, a expanding the definition to include carriers and carrier-like companies would provide Intrado with the opportunity to define facilities between Embarq and such companies as local loops, which would facilitate regulatory arbitrage and inappropriately provide Intrado with access to network elements for purposes outside of 251(c)(3). This is one of Embarq's primary concerns in light of Intrado's

desire to use network elements for some of the components of their Wireline E911 Network infrastructure.

Q. Has Intrado shared with Embarq that this is their intent?

A. Intrado has acknowledged that they want access to network elements but they have not explicitly communicated how they want to use the elements. During negotiations, Intrado refused Embarq's requests for more details and we must, therefore, conclude that a very real probability exists that Intrado is seeking to define "End Users" in a manner that would not otherwise be justified under federal or state law governing network elements, or under common usage within the industry. Embarq has always fulfilled its unbundling obligations in accordance with the applicable law and regulations, but we aggressively resist gaming of the system.

Q. How does Intrado's proposal "game the system"?

A. The FCC does not require ILECS to provide unbundled access to network elements between ILEC central offices and the network of other carriers. These are transport facilities known as entrance facilities and the FCC has determined that CLECs are not impaired without access to such transport as a network element. A local loop is defined by the FCC as the transmission facility between an ILEC central office and the loop demarcation point at the end user customer premises. Therefore, if Intrado can get the Commission to agree that a carrier is an end user it would force Embarq to provide local loop network elements instead of transport.

Q. Why is this regulatory arbitrage?

A. The FCC has established pricing for network elements at cost, which may be less than the tariffed alternatives. So, by seeking to improperly classify transport as a local loop network element, Intrado would be gaming the regulations to secure a price advantage. That is regulatory arbitrage.

Q. Why is regulatory arbitrage like this wrong?

A. Well, first, Intrado is seeking access to a benefit that it should not receive. Perhaps more importantly, this is not the way to solve perceived underfunding for the 9-1-1 network. If the PSAPS need more money to build the NG-911 network then it should be solved legislatively, not in this way. Shifting costs to ILECs or giving Intrado a pricing advantage would be discriminatory, unjust and unreasonable.

Q. You've mentioned carrier-like companies like Vonage several times. Why should they be considered carriers with respect to this issue?

A. Companies like Vonage provide Interconnected VoIP service to end users (as such term is commonly understood). Interconnected VoIP service is a replacement for telephone service and while the FCC has yet to rule that this type of service is either telecommunications or information, it has repeatedly treated these companies like carriers in several proceedings. Perhaps the most telling is the VoIP 911 proceeding where the FCC ordered Interconnected VoIP providers to provide 9-1-1 access to their end users and extended to them the same obligations as carriers. Therefore, when Intrado sells 9-1-1 services to companies like Vonage, it is not selling services to end users, but is selling wholesale services to a company that is acting like a carrier and selling telephone-like services to end users.

Issue Number 12:

How should the term "Enhanced 911 Service" be defined in the ICA?

Q. What is the difference between the competing definitions of "Enhanced 911 Service" proposed by the parties?

A. The two definitions are shown below:

Embarq's Language

1.55 "Enhanced 911 Service" ("E911") means a telephone communication service which will automatically route a call dialed "9-1-1" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed.

Intrado's Language

1.55"Enhanced 911 Service" ("E911" or "E9-1-1") means a telephone exchange ~~communication~~ service ~~which~~ that will automatically route a caller ~~dialed~~ dialing "9-1-1" to a designated ~~public safety answering point (~~PSAP~~)~~ attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed.

The question is whether or not Enhanced 911 Service is better defined as a telephone communication service or a telephone exchange service. I previously addressed this issue in detail in my response to Issue 1 above. Intrado seeks to have the term defined as telephone "exchange" service to support its claim for interconnection rights under

251(c) of the Act. As I explained above, the service (9-1-1 or E9-1-1) that is received by end users when they dial 9-1-1, is a unique, specialized service delivered by an emergency services professional, upon receipt of a call delivered over a specialized network that is separate from, but interconnected with the PSTN, which is comprised of both telecommunications and information service components.

Q. Is there an FCC definition of Enhanced 911 Service?

A. Most of the definitions that I have found for Enhanced 911 describe the network and not the service. For example, here is the FCC definition for Enhanced 911 included in §54.101, Title 47 of the Code of Federal Regulations:

> (5) *Access to emergency services.* ''Access to emergency services'' includes access to services, such as 911 and enhanced 911, provided by local governments or other public safety organizations. 911 is defined as a service that permits a telecommunications user, by dialing the three-digit code ''911,'' to call emergency services through a Public Service Access Point (PSAP) operated by the local government. **''Enhanced 911'' is defined as 911 service that includes the ability to provide automatic numbering information (ANI), which enables the PSAP to call back if the call is disconnected, and automatic location information (ALI), which permits emergency service providers to identify the geographic location of the calling party.** ''Access to emergency services'' includes access to 911 and enhanced 911 services to the extent the local government in an eligible carrier's service area has implemented 911 or enhanced 911 systems; **(Emphasis Added)**

The NENA definition is similarly descriptive.

An emergency telephone system which includes network switching, data base and CPE elements capable of providing Selective Routing, Selective Transfer, Fixed Transfer, caller routing and location information, and ALI.

It is interesting to note that the definition that Intrado has in its Florida price list is more consistent with Embarq's proposed definition in this proceeding.

Q. How does Intrado define Enhanced 9-1-1 in its Florida price list?

A. Intrado defines Enhanced 9-1-1 as follows:

Enhanced 9-1-1 (E9-1-1)

An emergency telephone service that includes ANI, ALI, (including non-listed and non- published numbers and addresses), and (optionally) selective routing, to facilitate public safety response. (Page 12)

It also defines Emergency Telephone Service as:

Emergency Telephone Service

A telephone system using the three-digit number 9-1-1 to report police, fire, medical or other emergency situations. (Page 12)

Q. But what do all these different definitions prove?

A. They simply show that 9-1-1 and Enhanced 9-1-1 are not generally understood to be telephone "exchange" service. Given the advent of VoIP calls to 9-1-1 and the upcoming changes with the NG-911 network with its emphasis on other forms of communication such as video and texting, 9-1-1 service really can't be considered telephone service and it does not make sense for public policy makers to go in that direction simply to enable the specific business plan of a single corporation. As Congress defined the 911 network in the Wireless Communications and Public Safety

Act of 1999, we are talking about an "end to end communications infrastructure" the specific purpose of which is to "reduce response times for the delivery of emergency care, assist in delivering appropriate care, and thereby prevent fatalities, substantially reduce the severity and extent of injuries, reduce time lost from work, and save thousands of lives and billions of dollars in health care costs;". (§2(a)(1)) This purpose is unique to emergency services and the contemplated end-to-end infrastructure does not depend upon or neatly fall within the confines of "exchange service."

Issue Number 13:

Should the term "designated" or the term "primary" be used to indicated which Party is serving the 911 Authority

Q. Please explain what is at issue here?

A. The disputed terms appear at 75.2.3 and 75.2.4 (See Exhibit JMM-9). The intent of the language is to say that where one company has the responsibility of providing service to a PSAP the other company will cooperate in providing 9-1-1 service in accordance with the terms and conditions of the agreement or applicable tariff. The initial language proposed by Embarq used the term "primary" to define which company provided service to the PSAP and initially Intrado had no issue with that naming convention (See Exhibit 1 to Intrado's Petition for Arbitration). Intrado did have issues with some of the terms surrounding the reference to tariffs which the parties have been able to resolve. Subsequently, Intrado struck the word "primary" and replaced it with "designated".

Q. Is the change necessary?

A. No. The concept of primary and secondary providers is very well established in the 9-1-1 industry. The primary provider is the company with overall responsibility for providing E911 Service to the E911 Authority. The primary provider generally provides Routing and/or Database service to the PSAP. The secondary provider is the company that provides support services to the primary provider. These support services allow end user or subscribers served by the secondary provider to be integrated into the E911 system provided by the primary provider.

Q. Why does Embarq object to this change?

A. The reason for Intrado's proposed change is not apparent nor has it been explained. Embarq is concerned that the proposed change is an attempt by Intrado to indirectly achieve the goals of the compensation disputes that Intrado has raised in its Petition for Declaratory Statement currently pending before the Commission.

Q. Why do you think Intrado's proposal may have something to do with compensation issues?

A. Both the primary and secondary providers are able to bill the PSAP for services they provide. By changing the wording from "primary provider" to "designated provider" it appears that Intrado is attempting to imply that the standard, well established forms of compensation would not apply. If that is not Intrado's intent, then the intent is unclear and absent further explanation Embarq cannot reasonably be expected to agree to the change.

SECTION III: CONCLUSION

Q. Please summarize your Direct Testimony?

A. My direct testimony has shown that Embarq has taken a reasoned approach in dealing with Intrado's requests; an approach that generally has been undisputed since the inception of local competition. My testimony shows that Embarq's actions have not prevented Intrado from entering the emergency services market, but that Embarq is simply seeking to provide parity access In addition, Embarq's actions have not delayed the deployment of the NG-911 network, rather Embarq is preparing for the future of 911 by building out the important IP-infrastructure that will be needed to connect the components.

The Commission should not be swayed by Intrado's arguments that inappropriately expanding 251(c) obligations to all of the various scenarios proposed by Intrado is a solution for E911 funding. One thing that is clear after years of litigation involving the implementation of the 1996 amendments to the Communications Act is that regulatory arbitrage is not a solution to achieving competition nor is it a good business plan. I urge the Commission to consider the major policy implications of this proceeding carefully and what the outcome will be if it approves Intrado's position expanding the scope of section 251 (c). Based on that consideration the Commission should reject Intrado's positions on the disputed issues in this arbitration and find in favor of Embarq.

Q. Does this conclude your Direct Testimony?

A. Yes.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 070699-TP

REBUTTAL TESTIMONY OF

JAMES M. MAPLES

SECTION I—INTRODUCTION

Q. Please state your name, title and business address.

A. May name is James M. "Mike" Maples. I am employed as Regulatory Manager for Embarq Management Company, which provides management services to Embarq Florida, Inc. ("Embarq"). My business address is 5454 W. 110th Street, Overland Park, KS 66211.

Q. Are you the same Mike Maples that filed Direct Testimony in this proceeding on April 21, 2008?

Yes, I am.

Q. What is the purpose of your Rebuttal Testimony?

A. The purpose of my Rebuttal Testimony is to respond to the Direct Testimony of Intrado witnesses Cynthia Clugy, Thomas W. Hicks's, and Carey F. Spence-Lenss. My Rebuttal Testimony addresses Issues 1(a), 1(b), 1(c), 1(d), 2, 3, 4(a), 4(b), 5, 6(b), 7, 11, and 13. Issues 6(a), 8, 9 and 12 have been resolved subsequent to the filing of Direct Testimony.

Q. Please summarize your Rebuttal Testimony.

The Direct Testimony of Intrado's witnesses provide little support for the positions that the company is taking in this proceeding and therefore offer little of substance to rebut. The testimony does not specifically cite to terms and conditions that were at issue or explain the differences in the language proposed by the Parties and why Intrado's proposals are more consistent with section 251(c) of the Act. The testimony does not provide a detailed explanation of why and how Intrado would use unbundled network elements. Intrado's initial response to Embarq's interrogatory on the issue also does not thoroughly answer the question. Intrado's behavior is consistent with the discussions that the parties have had with their representatives in negotiations, lacking the specificity necessary to fully reach an understanding of what Intrado is really seeking. Intrado's testimony also shows a lack of understanding of an ILECs obligation under section 251(c) of the Act. Intrado apparently believes that the Act allows it to demand anything that it desires from Embarq regardless of the cost or impact. The testimony filed by Intrado also reinforces Embarq's belief that Intrado seeks to deny Embarq the ability to charge PSAPs for 9-1-1 services that Embarq provides.

Much of Intrado's Direct Testimony reads like a marketing promotion, attacking the quality of the service provided by Embarq and its integrity, implying that Intrado is the only entity that can meet the needs of the Public Safety community in Florida. The testimony spends much time touting the benefits of competition, as if each of the

issues listed in this proceeding could and would automatically be decided in Intrado's favor on that basis alone. Embarq also endorses competition and is not challenging Intrado's right to compete, but only seeks to ensure that the terms and conditions in any agreements between Embarq and Intrado are reasonable and fair for both parties and comport with the rights and obligations that each Party has under the Act.

Several times in their testimonies, as I point out in my Rebuttal Testimony, Intrado witnesses describe its services as local exchange services, which is directly contradicted by the price list that Intrado has on file here in Florida. Intrado has accused Embarq of being vague and arbitrary with respect to rates even though Embarq has provided a price list and has tariffs with posted rates, and yet Intrado's own price list does not include any rates, and Intrado has not clearly identified the prices that it intends to charge Embarq for any services, thus denying Embarq the opportunity to challenge those rates in this proceeding.

Intrado's witnesses repeatedly describe their IP based network and the benefits of implementing the multimedia capabilities of the next generation of the 911 network, boldly claiming that it is telephone exchange service, completely disregarding the current regulatory uncertainty with respect to interconnected VoIP and other IP enabled services.

With respect to the establishment of Points of Interconnection ("POI"), Intrado mistakenly assumes that section 251(c) of the Act allows it to force Embarq to

establish POIs on Intrado's network, when the Act and the regulations state that the POI has to be "within" (i.e. on) Embarq's network. In addition, Intrado claims that Embarq must establish multiple POIs and geographically diverse routes at the same time. Section 251(c) does not grant them that right.

As I pointed out in my Direct Testimony, the unbundled network elements that Embarq is currently obligated to provide pursuant to section 251(c) do not include the types of facilities that will be used to provide the next generation 911 infrastructure. Embarq is not obligated to provide unbundled transport over every route that it has in Florida, and such unbundled transport is therefore not ubiquitously available. Intrado is prohibited from using Enhanced Extended Links ("EELs") to aggregate 9-1-1 traffic given the restrictions that the FCC has placed on these facilities, which could require Intrado to establish collocations for every PSAP that it seeks to serve using unbundled network elements.

Intrado seeks to dictate to Embarq how it should switch Embarq end user 9-1-1 calls and how Embarq should engineer its network, on Embarq's side of the POI, demanding that Embarq implement an inefficient and error-prone process at a cost in excess of a million dollars.

The Commission should deny Intrado's petition and its proposed contract terms and order Intrado to negotiate commercial agreements with Embarq for those situations which are depicted in Exhibits JMM-4, JMM-5 and JMM-6 of my Direct Testimony.

SECTION II – UNRESOLVED ISSUE DISCUSSION

Introduction

Q. Which Intrado entity provides Automatic Location Identification ("ALI") services? (Spence-Lenss Direct, page 4 at line 2 and page 5 at line 1).

A. Ms. Spence-Lenss' Direct Testimony indicates that the ALI services are provided by Intrado Inc., which is an affiliate of Intrado Comm.

Q. Why is this relevant?

A. Intrado Comm. is demanding that Embarq implement ALI steering arrangements with it, yet Ms. Spence-Lenss states that Intrado Comm. does not provide the service. Intrado, Inc. is not a party to these negotiations nor does Embarq have an obligation to negotiate section 251(c) interconnection agreements with Intrado, Inc.

Q. Do you agree with Ms. Spence-Less' statement that Intrado Comm. provides local exchange services (Spence-Lenss Direct, page 4 at line 11, page 6 at line 1) and that 911 and E911 services are local exchange services? (Spence-Lenss Direct, page 12 at line 11).

A. No. As I pointed out in my Direct Testimony (page 14 at line 9), Intrado admits in its own Florida price list that it "...is not responsible for the local exchange service to its Customers." If Intrado does indeed provide 911 and E911 services, and it claims that

it does not provide local exchange service, 911 and E911 services cannot be local exchange, by Intrado's own admission. Ms. Spence-Lenss' use of the phrase also illustrates the common understanding that local exchange service and telephone exchange service are used interchangeably within the industry.

Q. Is Ms. Spence-Lenss' claim that Intrado, Inc. provides the "core of the nation's 911 ALI and selective routing infrastructure" accurate or relevant to this proceeding? (Spence-Lenss Direct, page 5 at line 1).

A. I do not know if the statement is accurate. While it is Intrado Comm. and not Intrado Inc., that is the party in this proceeding, Ms. Spence-Lenss' comment paints the picture of a company that has a dominant position in the 911 industry, and not one that is disadvantaged in any way. In any event, the marketing promotion is not relevant to the issues that are being disputed in this proceeding, except to contradict Intrado's claim in this proceeding that it is somehow at a competitive disadvantage.

Q. What relevancy does the West Virginia order referred to by Ms. Spence-Lenss have in this proceeding?

A. While Ms. Spence-Lenss uses the order to support competitive entry, which is not an issue being disputed by Embarq in this proceeding, a cursory review of the order reveals that the major issue in the West Virginia proceeding was the rates that the ILECs charged to the PSAPs for services that the ILECs provided. The West Virginia Commission upheld the ILECs right to charge the PSAPs, which is consistent with

Embarq's position in this arbitration, as well as Embarq's position in the separate declaratory proceeding initiated by Intrado.

Q. Ms. Spence-Lenss also refers to the recent certification order in Ohio regarding Intrado (Spence-Lenss Direct, page 6 at line 7 and Exhibit CSL-2). Does the certification order support Intrado's claims in this proceeding?

A. No. In that certification proceeding, the Ohio Commission found that the services to be provided by Intrado, "are restricted in scope and, thus, do not extend to the level of a CLEC" (Case No. 07-1199-TP-ACE, Finding and Order, page 5) and further found that, "To the extent that Intrado ultimately seeks to engage in the provision of additional services that results in the company acting as a CLEC, the applicant should file for approval to amend its certificate to provide such services." (Case No. 07-1199-TP-ACE, Finding and Order, page 10) The Ohio Commission determined that Intrado was not a CLEC and established a unique category of communications provider in order to accommodate Intrado's market entry. ~~If the Florida Commission were to agree with the Ohio Commission that Intrado is not a CLEC, the Florida Commission could actually revoke Intrado's CLEC certification.~~

Q. Are there competitive options and choices for the public safety industry today? (Spence-Lenss Direct, page 6 at line 21).

A. On one hand Ms. Spence-Lenss states that there are no competitive options for the public safety options available today, but then she goes on to say that "Florida, in particular, is experiencing the advent of true 911 competition ..." (Spence-Lenss

Direct, page 7 at line 1). I'm not sure how Florida can be experiencing competition when there are no competitive options. Embarq's sales team here in Florida certainly doesn't share Intrado's view that competition is not present in this market.

Q. Do you agree with Ms. Spence-Lenss that ILEC tariff charges are unwarranted? (Spence-Lenss Direct, page 7, at line 17).

A. No. Intrado seeks to force ILECs to provide components of the Wireline E911 Network for free. For example, if Intrado becomes the primary provider to a PSAP and maintains the ALI database, Intrado is not the entity that inputs or creates the records to that database. ILECs bear the cost of creating those records as well as maintaining their accuracy. The ALI records are used by PSAPs during an emergency call and the question is whether or not the PSAP should pay for such records along with any other integral and necessary services that are actually provided by the ILECs. I submit that they should. The monies that the PSAPs use to pay for the services they receive are derived from the ILEC's end users, and there is no reason those same funds should not be used to pay Embarq's tariffed charges for the services Embarq provides. The Florida Commission upheld Embarq's position when it denied Intrado's request for a declaratory statement prohibiting ILECs from imposing those charges in Docket No. 080089.

Q. Throughout Ms. Spence-Lenss' introduction she refers to the next generation 911 technologies that use innovative technologies, text services, and video and

photographs. (Spence-Lenss Direct, page 7 at line 6). Do you have any comments about such testimony?

A. The state of Florida has had the foresight to implement a funding mechanism for the transition to next generation 911 networks, which should eliminate one of the hurdles to deployment of NG-911. However, as I pointed out in my Direct Testimony beginning on page 23, the standards for the next generation 911 network have not been fully established and tested and cannot be deployed for some time. NENA has published a policy statement that is publically available on its website stating that "*simply advancing beyond today's capabilities should not be equated with providing a full NG9-1-1 system. Such efforts may better be characterized as "pre-NG9-1-1.*" The policy statement is attached as Exhibit JMM-13. Furthermore, the provision of such multimedia capabilities and use of IP technologies certainly refute any claim that the next generation 911 network is telephone exchange or exchange access service (see Maples Direct, page 29 at line 17).

Q. Is there any evidence that Florida consumers have not been receiving adequate access to 9-1-1 calling, as they deserve, or that they will not be receiving adequate service in the future? (Spence-Lenss Direct, page 10 at line 6).

A. No. Ms. Spence-Lenss' statement can be read to imply that Florida consumers will only receive adequate 911 service if Intrado is the supplier. This is a slam against the excellent service that Embarq and others have been providing to consumers in Florida for 9-1-1 calling for over 25 years. It is also inaccurate to imply that Embarq will continue to cling to its legacy systems and refuse to implement next generation

capabilities in a timely fashion. While technology does change rapidly, I'm not sure that I would use the phrase "warp-speed" to characterize the development of the next generation 9-1-1 standards, let alone its testing, and deployment.

Q. Does Embarq have a commercial agreement with Intrado, Inc.? (Spence-Lenss Direct, page 11 at line 11).

A. Yes. A copy of the commercial agreement between Embarq and Intrado, Inc. was included with my Direct Testimony as Exhibit JMM-7.

Q. What does this commercial agreement cover?

A. The commercial agreement was developed so that ***VoIP* providers** can make 9-1-1 calling available to their end users. The agreement allows VoIP providers to do this through a wholesale arrangement with Intrado, Inc. The agreement establishes the terms and conditions for establishing connectivity with Embarq's selective routers as well as how Embarq will provide access to the E911 databases that it maintains. Trunking and ALI steering arrangements for such VoIP 9-1-1 providers have been established under the commercial agreement, which also includes pricing and other business rules. Furthermore, Embarq and Intrado, Inc. have also established an ALI steering arrangement for ***CMRS* providers**, even though the agreement does not explicitly set forth provisions for wireless ALI steering. This fact shows that Embarq has treated Intrado, Inc. equitably, just as it is seeking in this proceeding with respect to Intrado Comm.

Q. Are the services that Intrado Comm. is seeking from Embarq in this proceeding different from the services that Embarq provides to Intrado Inc? (Spence-Lenss Direct, page 11 at line 12).

A. Intrado Comm. (as distinguished from its affiliate, Intrado, Inc.) is seeking access to Embarq's selective router and 911/E911 databases. Intrado Comm. is seeking ALI steering arrangements with Embarq. These services are currently being provided by Embarq to Intrado Inc. via the commercial agreement. Intrado Comm. is seeking additional services from Embarq that are not included in the Intrado Inc. commercial agreement; however, I do not agree that the services under both agreements are materially different.

Q. Do you agree that Embarq is providing telephone exchange service to Intrado Inc. under the terms of this agreement? (Spence-Lenss Direct, page 11 at line 14).

A. Absolutely not. The 9-1-1 calls are originated as VoIP calls which are terminated on Embarq's Wireline E911 Network, and do not touch the PSTN. Even if the Wireline E911 Network were considered part of the PSTN, which it is not, the calls would be classified as interconnected VoIP calls and the FCC has not classified interconnected VoIP as either a telecommunications service or an information service.

Issue No. 1:

(a) What service(s) does Intrado currently provide or intend to provide in Florida?

(b) Of the services identified in (a), for which, if any, is Embarq required to offer interconnection under Section 251(c) of the Telecommunications Act of 1996?

(c) Of the services identified in (a), for which, if any, should rates appear in the ICA?

(d) For those services identified in 1(c), what are the appropriate rates?

Q. Does the fact that Embarq makes a reference to telephone exchange communication service in the 911 section of its tariff mandate that same regulatory classification of the services that Intrado proposes to provide? (Spence-Lenss Direct, page 11 at line 23).

A. No. Embarq's General Exchange Tariff for Enhanced Universal Emergency Number Service does refer, in a single sentence, to E911 as a "telephone exchange communication service" (Section A10, A.1.a.). I am not sure what the intent of this classification is in the context of a state tariff filing, however, it does not apply to a proceeding to establish interconnection rights and obligations under section 251(c) of the federal Telecom Act. Further, the tariff does not address NG-911. Ms. Spence-Lenss does not claim that the services that Intrado will be providing are the same as those provided by Embarq, only that they are "similar".

Q. Intrado witness Hicks' criticizes the capabilities and configuration of Embarq's E911 network in Florida on page 5 at line 17 of his network. Do you agree with his assessment?

A. Mr. Hicks' states that the services that Embarq provides are limited, and while not directly stating it, he certainly implies that Embarq's network does not provide adequate service during disaster recovery situations caused by major catastrophes. Mr. Hicks' use of the term "full interoperability" is misleading. PSAPs that are connected to Embarq's selective routers already have the ability to transfer calls to other PSAPs that they choose to connect to and who agree to accept and handle 9-1-1 calls from the other PSAPs. Mr. Hicks' description also does not take into consideration enhancements to Embarq's network that Embarq is deploying later this year. Embarq is moving forward and improving the excellent service that it provides in Florida. Embarq has provided 911/E911 service in Florida since 1981. Embarq has provided E911 service in Florida during many hurricane seasons since that time, which are certainly classified as major catastrophes. Embarq has never failed to provide exemplary E911 service during these major events.

Q. Does Mr. Hick's Exhibit TH-1 support Intrado's claim that it is entitled to section 251 (c) interconnection and access to unbundled network elements?

A. No. Mr. Hicks' description of Intrado's "competitive next generation network" and the diagram that he provides at Exhibit THL-1 only support the fact that Intrado's IP network does not qualify for interconnection and access to unbundled network elements under section 251(c) of the Act.

Q. Is Mr. Hicks' reference to the history of 911 services on page 6 at line 7 of his testimony relevant in this proceeding?

A. It is not relevant nor is it accurate, in that he groups 911 services with local exchange services, which are not provided by Intrado, as I testified to in my Direct Testimony (page 14 at line 9). Furthermore, describing ILECs as monopolists is certainly behind the times and is not an accurate characterization of today's markets, particularly coming from a company such as Intrado that Ms. Spence-Lenss' portrays as having a dominant position in the 911 industry.

Q. Please explain?

A. The Telecommunications Act of 1996, which the industry has been operating under for 12 years, opened the local exchange market to competitive carriers. The number of access lines lost monthly to competition by ILECs, including Embarq, is no secret and indicative of that competition. Cable companies are aggressively competing against ILECs using the infrastructure that such cable companies have built out and invested in. Wireless carriers have built out vast networks and have surpassed wireline carriers in the number of telephones that are provided. Voice over Internet Protocol ("VoIP") providers are competing "over the top" of various broadband provider's networks. Developers are reaching arrangements with other communication providers for providing a suite of services including voice, video, and Internet. Some municipalities are also building out and providing communication services. PSAPs in Florida are maintaining their own ALI databases. Before the 1996 Act, Interexchange Carriers ("IXCs") and Competitive Access Providers ("CAPs") built out metropolitan networks. The local telecommunications market place clearly is competitive, but as I pointed out in my Direct Testimony (page 4 at line 4) whichever entity provides the

Wireline E911 Network to a PSAP has a monopoly, which is to say, the entity designated by the PSAP as the Wireline E911 Network provider has an arrangement whereby all other entities needing access to that PSAP must seek access to that PSAP through the entity that has the relationship with that PSAP. Said another way, the entity providing the Wireline E911 Network is the door into the PSAP through which all other entities needing access to that PSAP must enter.

Q. Do you agree with Mr. Hicks' that the three functions of the 911 network he describes in his Direct Testimony on pages 6 and 7 are "inexplicably intertwined"? (Hicks' Direct, page 7 at line 10).

A. No. Mr. Hicks' explains three of the functions or components of the Wireline E911 Network (selective routing, database, transport), although he does not mention the CPE ("Customer Provide Equipment") used by the PSAP to answer the 9-1-1 call. My Direct testimony fully addresses these components in Exhibits JMM-1 through JMM-6. The components of the Wireline E911 Network are used together to provide an Emergency Service to individuals dialing 9-1-1. A single entity does not have to provide all of the components to the PSAP, which would not be possible if they were inextricably intertwined, as Mr. Hicks apparently intended to suggest when he used the term "inexplicable." His own Direct Testimony directly contradicts this position where on page 9 at line 5 Mr. Hicks states that it "...is possible to have the ALI provider be an entirely different entity from that of the selective router provider."

Q. Has Embarq attempted to segment any of the functions of its Wireline E911 Network to operate independently from each other as suggested by Mr. Hicks? (Hicks' Direct, page 7 at line 11).

A. No, not at all. Exhibits JMM-1 through JMM-6 of my Direct Testimony do not "segment" the functions of Embarq's Wireline E911 Network as if they were operated as independent systems. My arguments were intended to support the classification of 9-1-1 calls as a specialized form of communication, which is actually based on the concept of not-segmenting the service, which is the same way that the FCC has used the concept of being inextricably intertwined in the past. The references in my Direct Testimony to the multimedia capabilities of the NG-911 network, as well as Intrado's description of its IP network, support a unique classification of emergency service or perhaps classification as an information service, rather than as a telecommunications service.

Q. Do you have any comments regarding Mr. Hicks' proposals on pages 9 and 10 of his Direct Testimony regarding alternate arrangements for providing ALI database services?

A. My first comment is that these various scenarios are not identified anywhere in the issues list, and whether or not Embarq should implement any of them is not before this Commission. They are simply scenarios posited by Mr. Hicks as being possible. Secondly, these scenarios describe the products and services that Embarq sells to PSAPs via its General Exchange Tariff, which also is not at issue in this docket since the relationship defined in the tariff is between Embarq and the PSAP, not Intrado.

Furthermore, Embarq is not obligated to hire Intrado for any services that Embarq may provide to PSAPs.

Q. Do you agree with Mr. Hicks' characterization that the ILEC bundled service offerings to PSAPs are unreasonably costly? (Hicks' Direct, page 10 at line 18).

A. No, I do not. This is an inflammatory comment made by Mr. Hicks without any supporting documentation. Intrado presents itself as the "low-cost" provider without offering any supporting evidence. Intrado itself seeks to offer bundled services to PSAPs. The comments should be discounted as hyperbole. Furthermore the testimony ignores the fact that Embarq ***does*** offer its services on an unbundled basis, which is evident from Embarq's tariff. It also disregards the fact that ALI records are created and loaded into the ALI database by the entities providing 9-1-1 calling to their end users, not a standalone database provider.

Q. Must last mile facilities for Wireline E911 Networks be secured from ILECs? (Hicks' Direct, page 11 at line 6).

A. No. Mr. Hicks' comment is again based on an inaccurate view of today's environment. It is possible that facilities to PSAPs can be secured from other companies that have built out networks, such as facilities-based CLECs, CATV providers, CAPs and IXCs. For example, IXCs have been buying services from other vendors for years. As further proof that such possibilities exist, Embarq has several wire centers in Florida that have crossed the FCC defined thresholds for eliminating access to various unbundled network elements, which has not been contested. In such

wire centers, the network elements would only be available as special access facilities. As an alternative, Intrado would have the option of building its own network, as a facilities-based CLEC, to provide services to PSAPs, which would be consistent with the stated goals of the Act to promote facilities-based competition. And finally, as pointed out in my Direct Testimony (page 38 at line 1), the facilities that Intrado will require to provide its "state-of-art" IP technologies (Hicks' Direct, page 11 at line 12) are simply not available as unbundled network elements.

Issue 1(b) Of the services identified in [Issue 1](a), for which, if any, is Embarq required to offer interconnection under Section 251(c) of the Telecommunications Act of 1996?

Q. Ms. Spence-Lenss describes the services that Intrado offers as taking 9-1-1 calls from its end users and routing them to the appropriate PSAP (Spence-Lenss Direct, page 12 at line 15). Is this your understanding of the products and services that Intrado offers?

A. No. Given the fact that Intrado does not offer "dial-tone" to any end users, it will not be originating any 9-1-1 calls. Viewing PSAPs as end users also does not support the suggestion that Intrado somehow originates 9-1-1 calls. Furthermore, as I explain in my Direct Testimony with respect to Issue 11, Intrado's carrier customers or voice providers such as Vonage are not end users.

Q. Do you agree with the testimony of Ms. Spence-Lenss which states that Intrado will route 9-1-1 calls without changing the form or content of the information? (Spence-Lenss Direct, page 12 at line 16).

A. This is certainly not the case where TDM calls must undergo a protocol conversion to connect to an IP network, as described by Intrado witness Hicks (Hicks' Direct, page 12 at line 9).

Q. Do telephone exchange services include non-traditional forms of communication, including IP? (Spence-Lenss Direct, page 13 at line 1).

A. The FCC has consistently refused to determine the regulatory classification of interconnected VoIP services as either telecommunication services or information services. They therefore cannot be classified as telephone exchange services.

Q. Ms. Spence-Lenss attempts to make the case that the regulatory classification of database services as either information or telecommunications varies depending upon whether the service is offered on a standalone basis or bundled with other services and the entity to which the service is being sold (Spence-Lenss Direct, page 13 at line 10). Do you agree?

A. The FCC stated in the UNE Remand proceeding that call related databases, which include 911 and E911 databases, are used in the provision of a telecommunications service, and the FCC did initially call them telecommunications services in that proceeding (CC Docket No. 96-98, Third Report and Order, Released November 5, 1999, ¶406). However, the FCC's order in the UNE Remand case was rejected by the

courts, and was followed by the Triennial Review Order, which did *not* make the same assertion (CC Docket No. 01-338, CC Docket No. 96-98, CC Docket No. 98-147, Report and Order and Order on Remand, Released August 23, 2003). Furthermore, any claim that database services are telecommunication services is in direct contradiction with the FCC's determination in the USF Order referenced in my Direct Testimony (page 27 at line 22) stating that the database aspects of Emergency Services were information services. Database services clearly involve the storage and retrieval of information for the purpose of providing Emergency Services. These information services are used in conjunction with telecommunications services (i.e., the 9-1-1 call) in order to provide the Emergency Services. Even if it makes regulatory sense to require access to the databases, that does not make them telecommunication services. These database services cannot be both an information service and a telecommunications service since the two services are mutually exclusive (WC Docket No. 05-271, Report and Order, FCC 05-150, Released September 23, 2005, footnote 32). Furthermore, you cannot bifurcate the classification of the service depending upon which entity is buying the service. Intrado cannot have it both ways.

Q. What do you mean by your statement that you cannot bifurcate the service depending upon the entity buying the service?

A. As stated above, the FCC requires ILECs to offer unbundled access to 911 and E911 databases to requesting carriers. That service is offered not to PSAPs, but to other carriers. In other words, the requirement for ILECs to provide unbundled access to 911 and E911 databases is carrier facing, that is, it is offering other companies the

ability to put their end user customer records into the 911 and E911 databases. It is in this context that the FCC declared 911 and E911 database access to be a telecommunications service. Intrado's affiliate provides similar database services to other carriers and it is my understanding that the Intrado affiliate declares those services to be non-regulated information services. In both cases, irrespective of whether the database is owned by an ILEC or by an Intrado affiliate, the databases are ultimately connected to PSAPs and are used to provide emergency services in response to 9-1-1 calls. The classification of the database service does not vary depending upon the entity providing it. If it is a telecommunications service when Embarq provides it, it is likewise a telecommunications service when Intrado, Inc. or Intrado Comm. Inc., provides it.

Q. So, is Intrado claiming that it is a telecommunications provider with respect to its own database services?

A. It is interesting to note that while Intrado is arguing strenuously that it is a telecommunications provider, the data that it has on file with the FCC does not make that claim. Carriers that provide telecommunications services to end users must report those revenues to the FCC via Form 499-A. Each company completes a worksheet declaring the type of service that it provides. The worksheet filed for Intrado states that the company still exists, but that it no longer provides telecommunications services. A copy of the worksheet is attached as Exhibit JMM-14.

Q. Is it possible that Intrado provides intrastate telecommunications services, but not interstate telecommunications services?

A. That could be their interpretation, I really don't know; however, all providers of interconnected VoIP services are supposed to report end user revenues and classify 64.9% of them as interstate, unless the company has a traffic study that proves otherwise (WC Docket No. 04-36, Report and Order, Released Jun 27, 2006, ¶53).

Q. What does the FCC use this information for?

A. It uses it to determine interstate Universal Service payments.

Q. You discussed the requirement for ILECs to provide other carriers with access to 911 and E911 databases. Are there other types of entities (other than carriers) that would purchase access to 911 and E911 databases?

A. The other type of entity that would purchase access to 911 and E911 databases is the PSAP. Thus, the ALI database is carrier facing when voice providers input their end user information into the ALI database, and that information is in turn used by the PSAP to provide Emergency Services, for which purposes the ALI database can be said to be PSAP facing. Both aspects involve interaction with a computer database.

Q. Do you agree with Ms. Spence-Lenss that the intent of the Act was to promote competition in the local exchange market? (Spence-Lenss Direct, page 14 at line 16).

A. Yes, I agree. I also agree with the statement in Intrado's Florida price list that says they do not provide local exchange service (Maples Direct, page 14 at line 9)

Q. Has the Utilities Commission of Ohio determined that each of the particular interconnection arrangements proposed by Intrado is subject to section 251(c) of the Act? (Spence-Lenss Direct, page 14 at line 20).

A. No. The Ohio commission has only made a general comment with respect to 251(c), but has not articulated how it applies to each of the scenarios that I have presented in Exhibits JMM-1 through JMM-6. Those same issues are before the Ohio commission in a separate arbitration proceeding essentially identical to this one. Embarq has not refused to offer Intrado 251(c) interconnection for those scenarios to which it applies, nor has Embarq refused to offer Intrado interconnection under a 251(a) commercial agreement for situations where it applies.

Q. Is there any service that Intrado offers in its tariff that you would classify as exchange access? (Spence-Lenss Direct, page 14 at line 22).

A. No. Exchange access services are wholesale services that are generally sold to Interexchange carriers ("IXCs") for the origination and termination of telephone toll service (Maples Direct, page 27 at line 1). In contrast, the services offered by Intrado in its Florida price list are for providing services to PSAPs and certainly not for telephone toll service.

Q. Are the California and Illinois decisions referenced by Ms. Spence-Lenss relevant in this proceeding? (Spence-Lenss Direct, page 15 at line 1).

A. No. In reviewing these decisions, it is clear that the issues in this proceeding are different. In this proceeding Embarq has outlined several different scenarios involving Intrado's services, and Embarq has raised questions concerning the appropriate regulatory framework that is applicable to each particular scenario and concerning the nature of the NG-911 network itself. This Commission is under no obligation to reach the same conclusions as other Commissions, especially where the issues and evidence presented are different.

Q. Why does the regulatory classification matter?

A. The regulatory classification of different aspects of emergency service is extremely important to the issue of how the existing emergency service infrastructure will evolve to the NG-911 platform. It is a massive and likely expensive task that will require much coordination in addition to legislation to address how it will be funded. This effort cannot effectively be accomplished through a series of isolated arbitrations and legal disputes between carriers, such as this proceeding, where one carrier is attempting to implement a business plan that depends on imposing unreasonable obligations upon ILECs such as Embarq that go far beyond the Telecommunication Act.

Q. Is it your understanding that section 251(c) of the Act requires ILECs to provide interconnection to 911 facilities? (Spence-Lenss Direct, page 15 at line 4).

A. No. The FCC has ordered ILECs to provide unbundled access to the 911/E911 databases where the ILEC provides those services to the PSAP, but I am unaware of any FCC order pertaining to section 251(c) that specifically requires interconnection to the selective router portion of the Wireline E911 Network. To the contrary, the FCC declared that interconnection for VoIP 9-1-1 calls is subject to section 251(a) not 251(c) of the Act (Maples Direct, page 29 at line 14).

Q. Do you agree with Ms. Spence-Lenss and Mr. Hicks' that Intrado provides local exchange services? (Spence-Lenss Direct, page 12 at line 11 and Hicks' Direct, page 11 at line 19).

A. No. As I pointed out earlier in this rebuttal testimony, and in my Direct Testimony (page 14 at line 9), Intrado's own price list that is on file in Florida acknowledges that Intrado does not provide this service. It is also an indicator that it is natural for people to use the terms local exchange services and telephone exchange services interchangeably.

Q. Must Intrado interconnect its network to Embarq in order to provide services to PSAPs and its wholesale end users? (Hicks' Direct, page 11 at line 21).

A. No. It is possible for Intrado to build or to secure facilities from other providers in order to reach the PSAPs. Furthermore, the concept that Intrado must interconnect with Embarq mischaracterizes the situation if Intrado becomes the provider of services to a PSAP (see Exhibits JMM-5 and JMM-6). As I described the scenario in my Direct Testimony (Maples Direct, page 10 at line 8), all entities that are obligated to

provide 9-1-1 calling to their end users must interconnect with the entity that has been designated by the PSAP to provide the components of the Wireline E911 Network. Should Intrado be designated by the PSAP as the Wireline E911 Network provider, Embarq, like all other voice providers, must seek interconnection with Intrado for purposes of providing end users with 9-1-1 calling capability. If Intrado believes that it must interconnect with Embarq in order for Intrado to act as a Wireline E911 Network provider to PSAPs, then Intrado's business plan must not contemplate building out its own network or contemplate seeking facilities from other providers.

Q. But doesn't Intrado need interconnection in order for "Embarq's end user to reach Intrado Comm.'s end users", as suggested by Mr. Hicks? (Hicks' Direct, page 12 at line 1).

A. If Intrado were a CLEC providing local exchange services that required its end users to call Embarq's end users that would be an accurate statement. But in the context of Intrado providing service to one end user (the PSAP), that is not the case. Intrado does not serve Embarq's end users, Embarq does. Intrado does not have the obligation to provide 9-1-1 calling to Embarq's end users, Embarq does. If Intrado provides the Wireline E911 Network to a PSAP, then it is Embarq that needs to obtain interconnection with Intrado, not vice versa.

Q. Is the protocol conversion (TDM to IP) described by Mr. Hicks a telecommunications service? (Hicks' Direct, page 12 at line 9).

A. No. Protocol conversions of this type have been used to define services as information services if there is a net protocol change. At a minimum, when a TDM 9-1-1 call is converted to IP and delivered to a PSAP over IP facilities, the service provided to the PSAP could be classified as Interconnected VoIP.

Q. Does Embarq have uneven bargaining power in negotiations with Intrado? (Hicks' Direct, page 12 at line 16).

A. No. Embarq has already agreed to establish section 251(c) agreements for the scenarios depicted in Exhibits JMM-1, JMM-2, and JMM-3, and any disagreements over those arrangements are subject to arbitration, which is designed to give both parties equal bargaining power. Separately, when Embarq and Intrado are establishing a peering arrangement (see Exhibit JMM-4) or when Intrado provides the components of the Wireline E911 Network (see Exhibits JMM-5 and JMM-6) Embarq certainly does not have uneven bargaining power. On the contrary, as I have described above and in my Direct Testimony (Page 34 at line 16), Intrado has uneven bargaining power when it has been designated by a PSAP as the Wireline E911 Network provider, since under those circumstances Embarq must request interconnection with Intrado for providing 9-1-1 calling for Embarq's end users. There is also no disparity in bargaining power when the parties negotiate a peering arrangement, since under such circumstances the parties are equals, providing services to their separate, respective PSAP customers.

Q. Is Embarq seeking to stall Intrado's entry into the Florida market? (Hicks' Direct, page 12 at line 20).

A. Absolutely not. Embarq has been negotiating interconnection agreements with CLECs since 1996. In addition, there are other non-ILEC entities provide 911 service in the state of Florida that have done so without taking the same route as Intrado.

Issue 1(c) Of the services identified in [Issue 1](a), for which, if any, should rates appear in the ICA?

Issue 1(d) For those services identified in [Issue]1(c), what are the appropriate rates?

Q. Has Embarq provided rates to Intrado that have been developed pursuant to the "251/252 process"? (Spence-Lenss Direct, page 15 at line 12 and Hicks' Direct, page 13 at line 7).

A. Yes, the price list was included in my Direct Testimony as Exhibit JMM-12, and I described it in my Direct Testimony (page 40 at line 10). In reviewing the Exhibit I submitted with my Direct Testimony, I realized that it is missing several pages. I am including a Revised Exhibit JMM-12 with my Rebuttal Testimony and will withdraw the original exhibit at the hearing.

Q. Would Embarq's proposed language allow it "to arbitrarily develop rates and post those rates on its website" as suggested by Mr. Hicks? (Hicks' Direct, page 13 at line 14).

A. It is unclear what language that Mr. Hicks' is referring to since he is not specific in his testimony. Services that Embarq provides per its tariffs are not arbitrary and any such characterization is totally inaccurate. Embarq files tariffed rates with regulatory agencies pursuant to regulations, and the rates are certainly not based on random choice or personal whim (the definition of arbitrary). Those tariffs are likely to be available on Embarq's website, but that fact does not make them arbitrary. By comparison, the price list for *Intrado's* services that it has on file with this Commission and included with Ms. Spence-Lenss' Direct Testimony (Exhibit CSL-4) does not provide any prices at all, but simply displays "ICB".

Q. Is a reference to tariff rates in an interconnection agreement unusual? (Hicks' Direct, page 13 at line 15).

A. Not at all. There are many services that Embarq provides to CLECs that are not subject to the pricing regulations included in sections 251 and 252 of the Act. For example, unbundled transport is not available on every route in Florida, as I have stated previously. Similarly, Embarq is not obligated to provide packet switching, fiber loops, Ethernet, IP, entrance facilities, and a host of other services at TELRIC ("Total Element Long Run Incremental Cost"). If Intrado had specific questions about certain arrangements involving these types of facilities and services they could have asked for specifics during negotiations. Embarq is under no obligation to include the prices of these services in a price list attached to a section 251(c) interconnection agreement.

Q. Do you agree that any rate that Embarq charges Intrado should be developed pursuant to 251/252? (Hicks' Direct, page 13 at line 17).

A. Absolutely not. As I pointed out immediately above, there are a host of services that Embarq does not have to provide at TELRIC. In addition, Mr. Hicks' testimony is vague, not listing the specific services that Intrado has issues with, and therefore could be interpreted to mean that Intrado believes that Embarq has an obligation to provide any service that Intrado seeks at TELRIC.

Q. Should the terms and conditions governing the application of rates and charges be reciprocal? (Hicks' Direct, page 13 at line 19).

A. The parties should be able to charge each other for the services provided. Mr. Hicks qualifies his answer with the phrase "to the extent applicable" which introduces an element of ambiguity that makes anything that follows inexact. Despite the representation by Intrado witness Ms. Spence-Lenss (Spence-Lenss Direct, page 15 at line 22), Intrado has yet to provide to Embarq any list of prices or terms and conditions that Intrado would apply for services that it expects Embarq to buy from Intrado for Florida (Maples Direct, page 42 at line 13). While Intrado has been attacking Embarq's proposals for lacking specificity, which is untrue, Intrado has failed to provide even an iota of information.

Issue Number 2:

(a) What trunking and traffic routing arrangements should be used for the exchange of traffic when Intrado is the designated 911/E911 Service Provider?

(b) What trunking and traffic routing arrangements should be used for the exchange of traffic when Embarq is the designated 911/E911 Service Provider?

Q. Does Mr. Hicks' Exhibit TH-5 illustrate the network that he describes on page 14 of his Direct Testimony?

A. Exhibit TH-5 is the same as TH-6 and does not appear to illustrate the network that he describes on page 14 of his Direct Testimony.

Q. The network that Mr. Hicks describes on page 14 of his Direct Testimony includes diverse, redundant routes and multiple POIs. Are you aware of any regulation coming out of section 251(c) that would require such configurations?

A. No, I am not aware of any regulation pursuant to either section 251(a) or section 251(c) that would require such configurations to be implemented, although Wireline E911 Network providers could certainly negotiate such connections on their own. It should be noted that interconnection pursuant to section 251(c) is on the ILEC's network, not the requesting carrier's network. Diverse or redundant routing is also not required and might require the construction of facilities. The carrier arranging access to the Wireline E911 Network determines the quality of service that it provides to its end users for 9-1-1 calling, not the provider of the Wireline E911 Network.

Q. Does Embarq require all carriers to interconnect to its selective routers through direct end office trunks? (Hicks' Direct, page 15 at line 3).

A. The standard language of Embarq's interconnection agreement states that separate trunks will be established connecting the CLEC end office to each 911/E911 tandem. The terms do not specify that direct end office trunks must be used. The terms do not dictate to the CLECs how they engineer their network to determine which trunks to put their end user 9-1-1 calls on. The terms also do not require separate end office trunks for each PSAP serving the CLEC's end users. The terms offered by Embarq do not prevent CLECs from employing a selective router to determine which 911/E911 tandem the call should be routed to, and Embarq is not opposed to them doing so. No company, not even Intrado, has specifically raised that issue with Embarq. CLECs may not have invested in selective routers and implemented the processes and systems needed to operate them efficiently, but Embarq does not know what they have deployed within their network unless the CLECs advise Embarq that they have such facilities. CLECs are likely to have fewer access lines than Embarq, which has a direct impact on how they engineer their networks and the cost they are willing to incur (e.g. by investing in selective routers). Had Intrado asked about such an arrangement during the course of negotiations, Embarq would have agreed to that form of interconnection, but Intrado did not raise the issue.

Q. Are CLECs denied the opportunity to recover the costs of providing 9-1-1 calling to their end users? (Hicks' Direct, page 15 at line 18).

A. Absolutely not. All Local exchange carriers, including CLECs can retain 1% of the amount of fees that it bills its end users for 9-1-1 calling for the administration of billing, collecting, and remitting the fee (§365.172(8)(3)(d)). The definition of "Local exchange carrier" in the Florida Statutes (§365.172(3)(o)) includes both ILECs and CLECs. CLECs are "Voice communications services providers" as defined at §365.172(3)(cc). The regulations do not prohibit a CLEC from filing a tariff in order to bill PSAPs for the services that it provides (§365.172(9)), and unlike ILECs, CLECs have the ability to include these costs in any end user rates that they choose without seeking approval from the Commission. So, clearly, CLECs have ample opportunity to recover their costs, contrary to the testimony of Mr. Hicks. If a business consistently incurs expenses that it fails to recover from providing service, it will ultimately go out of business if the losses are great enough.

Q. Do ILECs have the same freedom as CLECs with respect to changing their end user rates?

A. No, they do not. ILECs' rates for providing basic services, which includes 9-1-1 dialing, are regulated.

Q. Why is this important?

A. This is important because ILECs, like Embarq, also incur costs to provide 9-1-1 service, but they don't have as much leeway to recover such costs. In this case,

Intrado refuses to address the issue of the cost of providing 9-1-1 calling in any meaningful manner. In Docket No. 080089-TP, Intrado (albeit unsuccessfully) sought to deny ILECs the right to charge PSAPs for services provided by such ILECS. In taking this position, Intrado totally ignores the fact that ILECs are unlike wireless carriers who get a distribution of the end user fees directly from the E911 fund rather than from the PSAP. Intrado seeks to establish an un-even playing field that is not competitively neutral with respect to providing 9-1-1 calling, to the detriment of ILECs, and which is inconsistent with that aspect of the Florida statute (§365.172(2)(e)).

Q. Has Embarq refused to provide Intrado with interconnection that is at parity with what Embarq provides itself, an affiliate, or other carriers? (Hicks' Direct, Page 15 at line 19 through Page 16, line 14).

A. Absolutely not. Embarq has offered Intrado the same arrangements that Embarq has with other entities. My Direct Testimony provides a detailed explanation of each type of arrangement that is at issue in this proceeding and how interconnection is provided today (parity) (see, Exhibits JMM-1 through JMM-6). Intrado is not seeking a "level playing field" as it claims (Hicks' Direct, Page 16, at line 3), rather Intrado has requested special treatment. Furthermore, as I pointed out previously, had Intrado sought to use inter-selective routing for delivering end user 9-1-1 traffic, Embarq would have agreed.

Q. Do you agree that the use of inter-selective routing is inconsistent with NENA recommendations for default routing principles? (Hicks' Direct, page 17 at line 14).

A. The NENA default routing standards do not really lend themselves to such an interpretation. First, default routing involves 9-1-1 calls that lack selective routing information, which according to the NENA standards document represents about two tenths of one percent of 9-1-1 calls. (See NENA Standard for Enhanced 9-1-1 (E9-1-1) Default routing Assignments and Functions, NENA 03-008, Version 1, January 19, 2008, §3.5). Furthermore, the document goes on to state that class marking may actually result in more misrouted calls "than would occur for the occasional ANI failure default call" due to the manual process involved with class marking, which can also be referred to as line class coding, line attributes, or line level translations. It is more efficient to use less trunking rather than more trunking. When class marking is used, the potential point of failure for determining how to route the customer's 9-1-1 call is at the central office, especially if a manual assignment process is used. When selective routing is used to determine how to route the customer's 9-1-1 call, the potential point of failure is the selective router, not at the central office. Thus using selective routing does not introduce any additional points of failure when compared to class marking.

Q. How would 9-1-1 calls be routed if Embarq uses inter-selective routing rather than class marking?

A. For non-default calls (which represent approximately 99.8% of 9-1-1 calls), ANI would be routed over the inter-selective routing trunks to Intrado's selective router which would use that information to route the calls properly. In essence, Embarq would use its selective router to point the calls to Intrado's selective router rather than to a PSAP. It's difficult to understand why Intrado would criticize such a configuration since this is exactly the type of interconnectivity that Intrado is pressing for in Issue 4 and depicted in Exhibit JMM-4. For default calls, Embarq could route the calls to one of the PSAPs that it serves, which in turn could forward the call to a PSAP that Intrado serves, should that be necessary. By comparison, Mr. Hicks is essentially arguing that PSAPs should have to buy Intrado's bundled service offerings (Hicks' Direct, Page 10 at line 19).

Q. Could the use of inter-selective routing result in an unreasonable delay in dispatching emergency providers?

A. This type of arrangement is very much like the primary-secondary arrangements which are used today in providing emergency services with very satisfactory results; however, if Embarq ever determined that such an arrangement was not providing Embarq end user customers with satisfactory service, Embarq would implement the measures necessary to eliminate any problems. Embarq takes its role in providing 9-1-1 service to its end users and to Emergency Service professionals seriously and Embarq would not jeopardize that service simply to make life more difficult for

another company seeking to compete in the provision of components of the Wireline E911 Network.

Q. Is Embarq's use of selective routers an attempt to unduly charge for services as Intrado implies?

A. No. It is possible that Intrado's opposition to Embarq's use of inter-selective router trunking may actually be intended to prevent Embarq from being compensated by PSAPs as a secondary provider for the selective routing performed by Embarq. Compensation, as well as the relationship that providers have with PSAPs, is an issue in this proceeding. However, Embarq has agreed not to charge PSAPs for selective routing when it is used solely for the purpose of aggregating 9-1-1 traffic for Embarq end users, in situations where Embarq is not acting as a secondary provider.

Q. Do you agree with the assertion by Mr. Hicks that Embarq's position places Intrado at a disadvantage? (Hicks' Direct, Page 17 at line 20).

A. No, and Mr. Hicks does not provide any support for his assertion. In contrast, Intrado's position does just the opposite, putting Embarq at a disadvantage.

Q. How does Intrado's position put Embarq at a disadvantage?

A. As I explained in my Direct Testimony (page 45 at line 6), Intrado's proposal to force Embarq to implement class marking would require Embarq to modify its local service provisioning processes nationwide and incur the additional costs of re-engineering and installing new 9-1-1 trunks and transport throughout its network for no legitimate

reason. If class marking were a more efficient form of determining how to route 9-1-1 calls, it would be employed universally instead of selective routing. The whole purpose of selective routing is to provide a more efficient, more accurate form of routing 9-1-1 calls.

Class marking, on the other hand, is a manual process in which each end user's telephone number is programmed in the serving central office switch to correspond to a specific 9-1-1 trunk group when the end user dials 9-1-1. The 9-1-1 trunk group is connected directly to a selective router, which takes the 9-1-1 call and switches it to the appropriate PSAP. When a single switch supplies dial tone to a large area that is served by multiple PSAPs, class marking requires separate 9-1-1 trunks for each PSAP. For example, if Embarq has a host switch that provides local service to customers in 10 counties with 10 different PSAPs, class marking would require Embarq to establish 10 different sets of 9-1-1 trunks, one set for each PSAP, as well as to manually program each end user's line into the switch. By comparison, if Embarq has combined 9-1-1 trunks which are already established to an Embarq selective router, and that router is already determining which of the 10 PSAPs to route the 9-1-1 call to, Embarq could provide the same functionality with a single trunk group from its selective router to Intrado's selective router. There is no support in statutes or regulations for Intrado's position.

Q. Has Embarq conducted an estimate of what it would cost it to implement class marking?

A. We have not gone through the exercise of a formal cost analysis, but a detailed study is not required to understand the magnitude, complexity, and scope of the task. The steps to implement class marking are as follows:

- Line class attribute tables would have to be established for each county and each PSAP served by the Embarq central office. Each table essentially defines calling plans for segments of customers. For example, a table is established for customers that want to block certain types of calls.
- If a central office currently has 5 such tables and that central office serves 5 counties Embarq would have to engineer and program 25 tables that would have to be maintained on an ongoing basis.
- Separate trunk groups, including transmission facilities, would have to be engineered and installed.
- Each of the 1.7 million lines in Florida would have to be reprogrammed into the new tables. This would require Embarq to establish some methodology, which has not previously been developed, to map each line to the new tables prior to reprogramming. It would take Embarq technicians hundreds of thousands of hours to reprogram each line separately if it were done manually, and Embarq does not currently have a mechanized way of accomplishing this task. Embarq's engineering and translations processes are designed around the efficient use of selective routers and the standards defining that use.

- Embarq's ordering and provisioning systems would have to be redesigned to include a method for assigning each new line to the appropriate line attribute table. Modifications of these systems are costly and time consuming.

Given these facts, as well as the fact that Intrado is demanding that Embarq deploy this method of routing in other states, there is no question that it would cost Embarq in excess of a million dollars to implement this inefficient and potentially error-prone method of determining how to route 9-1-1 calls. The Embarq engineers that I have discussed this with have described this as a nightmare scenario. If Embarq went to this trouble, Embarq could route the calls directly from its switches to the PSAP along with ANI and bypass Intrado's selective router. That may be one of the reasons that Intrado wants to prevent Embarq from using its selective routers on Embarq's side of the POI to switch Embarq end user 9-1-1 calls.

Q. Doesn't Embarq have to provide Intrado with any technically feasible form of interconnection? (Hicks' Direct, Page 18 at line 17).

A. The requirement to provide technically feasible forms of interconnection does not mean any *possible* form of interconnection. It also does not mean that ILECs have to bear any cost to make it happen. Neither does it mean that Embarq cannot retain responsibility for the management, control, and performance of its own network (Local Competition First Report and Order, CC 96-98, ¶203).

Q. Please explain?

A. The FCC justifies its reasoning for ordering ILECs to provide any technically feasible form of interconnection on the basis that requesting carriers are required to pay ILECs for the cost of interconnection. The FCC has articulated this concept as follows:

> **Of course, a requesting carrier that wishes a "technically feasible" but expensive interconnection would, pursuant to section 252(d)(1), be required to bear the cost of that interconnection, including a reasonable profit**. (Local Competition First Report and Order, CC96-98, ¶199, Emphasis added).

> If, as SBC contends, we are to presume that Congress was aware of the Commission's analysis of the technical feasibility of 900 call blocking, the 1996 Act appears squarely to reject that view of technical feasibility. Moreover, unlike the costs of providing 900 call blocking, which we imposed largely on LECs in the *900 Service* order, as noted above, to the extent incumbent LECs incur costs to provide interconnection or access under sections 251(c)(2) or 251(c)(3), **incumbent LECs may recover such costs from requesting carriers**. (Local Competition First Report and Order, CC96-98, ¶200, Emphasis added).

Section 251(c)(2) lowers barriers to competitive entry for carriers that have not deployed ubiquitous networks by permitting them to select the points in an

> incumbent LEC's network at which they wish to deliver traffic. Moreover, because **competing carriers must usually compensate incumbent LECs for the additional costs incurred by providing interconnection**, competitors have an incentive to make economically efficient decisions about where to interconnect. (Local Competition First Report and Order, CC96-98, ¶209, Emphasis added).
>
> We also conclude that, as long as **new entrants compensate incumbent LECs for the economic cost of the higher quality interconnection**, competition will be promoted. (Local Competition First Report and Order, CC96-98, ¶225, Emphasis added).
>
> Moreover, since **requesting carriers will bear the costs of other methods of interconnection or access**, this approach will not impose an undue burden on the incumbent LECs. (Local Competition First Report and Order, CC96-98, ¶552, Emphasis added).

The FCC reasoned that competing carriers could minimize their costs of interconnection by choosing the most efficient points of interconnection on the ILECs network, not the requesting carrier's network. For example:

> The interconnection obligation of section 251(c)(2), discussed in this section, allows competing carriers to choose the most efficient points at which to

exchange traffic with incumbent LECs, thereby lowering the competing carriers' costs of, among other things, transport and termination of traffic. (Local Competition First Report and Order, CC96-98, ¶172).

Section 251(c)(2) imposes upon incumbent LECs "the duty to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network . . . for the transmission and routing of telephone exchange service and exchange access." Such interconnection must be: (1) provided by the incumbent LEC at "any technically feasible point within [its] network;" (Local Competition First Report and Order, CC96-98, ¶173, Emphasis added).

Competing carriers have control over where to locate their network facilities to minimize self deployment costs, or the costs of using third-party alternatives for transport from the incumbent LEC's network.... Competing carriers control, in part, how they design and locate their networks, as opposed to obtaining a connection between two incumbent LEC wire centers. For instance, a competing carrier can choose to locate its switch very close to an incumbent LEC wire center to minimize costs associated with deploying fiber over longer distances. Similarly, a competing carrier can choose to locate its network equipment, such as its switch, near other competing carriers to share costs, or near existing competitive fiber providers that have already deployed competitive transport facilities....**Moreover, we find that our more limited**

definition of transport is consistent with the Act because it encourages competing carriers to incorporate those costs within their control into their network deployment strategies rather than to rely exclusively on the incumbent LEC's network. (See Triennial Review Order, ¶367).

Issue Number 3:

What terms and conditions should govern points of interconnection (POIs) when:

(a) Intrado is the designated 911/E911 service provider?

(b) Embarq is the designated 911/E911 service provider?

(c) Intrado requests the use of a mid-span meet point? (see number 8 below)

Q. Do the interconnection requirements included in section 251(c) obligate Embarq to establish POIs on Intrado's network? (Hicks' Direct, page 19 at line 15).

A. No, the requesting carrier must select a POI within or on the ILECs network.

Q. Do the interconnection requirements included in section 251(c) obligate Embarq to establish geographically diverse POIs? (Hicks' Direct, page 19 at line 15).

A. No. Geographically diverse routes are at the option and expense of the entity establishing those routes, taking into account the costs to implement this form of interconnection.

Q. Do you agree that the POI is at Embarq's selective router when Embarq is the provider of the Wireline E911 Network? (Hicks' Direct, page 22 at line 5).

A. Yes. As stated in my Direct Testimony (page 48 at line 15), this is the POI for interconnection with the Wireline E911 Network when Embarq is the provider of the Wireline E911 Network.

Q. Do you agree that each carrier bears the cost of delivering originating traffic to the POI? (Hicks' Direct, page 22, at line 17).

A. Yes, in the context of section 251(c) negotiations. Embarq has even agreed to this concept with respect to commercial arrangements between Embarq and Intrado (Maples Direct, page 42 at line 9).

Issue Number 4:

(a) Should specific terms and conditions be included in the ICA for inter-selective router trunking? If so, what are the appropriate terms and conditions?

(b) Should specific terms and conditions be included in the ICA to support PSAP-to-PSAP call transfer with automatic location information ("ALI")? If so, what are the appropriate terms and conditions?

Q. Has Embarq refused to implement inter-selective routing with Intrado?

A. No. As I stated in my Direct Testimony (page 32 at line 16) inter-selective routing arrangements as depicted in Exhibit JMM-4 are commercial arrangements, which Embarq is willing to enter into with Intrado.

Q. Has Embarq refused to implement inter-selective routing transfer arrangements in Florida? (Hicks' Direct, page 24 at line 4).

A. As stated in my Direct Testimony (page 34 at line 1), Embarq has implemented inter-selective routing arrangements with Verizon and AT&T. Embarq also offers transfer arrangements to PSAPs in its Florida tariff.

Q. Do you agree with Mr. Hicks' characterization that inter-selective routing arrangements are between competing providers? (Hicks' Direct, page 25 at line 2).

A. Intrado may view it that way, but it is not an accurate description of situations involving two separate Wireline E911 Network providers who are serving their separate respective PSAPs. This perspective by Intrado certainly doesn't promote cooperation between Wireline E911 Network providers. This is a peering arrangement in which both parties provide services to different PSAPs, and the parties are not competing with one another once the PSAPs have designated them as their respective Wireline E911 Network providers.

Q. Is Mr. Hicks correct in stating that it is unnecessary to get the cooperation and approval of PSAPs before implementing inter-selective routing for transferring calls between the two? (Hicks' Direct, Page 25 lines 14 through 22).

A. The ability to transfer calls between PSAPs must obviously have the concurrence of the PSAPs in order to implement and utilize the functionality. PSAPs establish these arrangements after reaching agreement with each other on what functionality is to be provided and to ensure that they train their personnel to handle the transferred calls and are prepared to accept them. Embarq implements those arrangements as requested by the PSAPs.

Q. Should this Commission consider Mr. Hicks' comment relating an FCC inquiry regarding diverse and redundant interconnections as sufficient support for obligating Embarq to engage in such configurations? (Hicks' Direct, Page 26 at line 21).

A. Absolutely not. Mr. Hicks does not provide where the FCC has said this nor does such a statement have any impact on Embarq's obligations with respect to section 251(a) or section 251(c) of the Act.

Q. What response do you have to Mr. Hicks' complaint beginning on page 27 at line 14 of his Direct Testimony regarding a limitation on inter-tandem switching?

A. Embarq is not aware of any terms and conditions that it has proposed with respect to inter-selective routing that includes a limitation, as referred to by Mr. Hicks, or the

requirement for any additional documentation. Mr. Hicks did not take the time to directly identify terms he refers to.

Q. Is there an issue between the parties with respect to network upgrades or dial plans? (Hicks Direct, page 28 at lines 1 and 18).

A. Embarq is unaware of any issues with respect to notification of network upgrades or dial plans.

Q. Has Embarq refused to provide Intrado the same functionality that it provides in other inter-selective routing arrangements?

A. No. Embarq has agreed to provide Intrado inter-selective routing via a commercial arrangement, which is at parity with what Embarq provides to other Wireline E911 Network providers in Florida (Maples Direct, page 34 at line 1).

Issue Number 5:

Should the interconnection agreement include the terms and conditions under which Embarq orders services from Intrado? If so, what are the appropriate terms and conditions?

Q. Did Intrado's Direct Testimony with respect to this issue provide any support for why these terms should be included in a section 251(c) interconnection agreement?

A. Intrado witness Hicks addressed this issue in his Direct Testimony in one short paragraph beginning on page 29 at line 18, through page 30 at line 4, simply stating that the agreement should include such terms based on the rationale that Intrado and Embarq are "co-carriers", but his testimony does not include any supporting arguments why this should be in a section 251(c) agreement. I find it interesting that Embarq is referred to here as a co-carrier, which seems at odds with Intrado's characterization in Issue 4 that peering arrangements are between competitors.

Issue Number 6:

(b) What terms and conditions should be included in the ICA to address access to 911/E911 database information when Intrado is the designated 911/E911 service provider?

Q. Does Embarq's obligation to provide access to 911/E911 databases vary depending upon which entity provides the database functionality to the PSAP? (Hicks' Direct, page 30 at line 16).

A. Yes it does. As I discussed in my Direct Testimony (page 38 at line 15), Embarq's obligation to provide unbundled access to 911/E911 databases only applies when Embarq provides the official databases to the PSAP, in which case connecting voice providers need such access to enable 9-1-1 calling for their end users (see Triennial Review Order, ¶ 557) That obligation does not exist when some other entity provides the databases to the PSAP. Mr. Hicks' single reference to the unbundling obligation at

line 16 on page 30 implies that Embarq's unbundling obligation even applies when Intrado maintains the database for the PSAP. This is not an accurate understanding of the obligation.

Q. Doesn't Embarq have an obligation to put the ALI records for its end users into the E911 databases maintained by Intrado if Intrado provides these services to the PSAP?

A. Embarq must load the records for its end users into the ALI database maintained by the PSAPs designated database provider in order to comply with Federal regulations that require Embarq to provide 9-1-1 calling for Embarq's end users. This is not the same thing as providing unbundled access. Embarq has agreed that it will load its end user records if Intrado is the database access, but this arrangement would be subject to a section 251(a) commercial agreement. There are likely millions of voice lines that are provided in Florida through CLECs, wireless carriers, and VoIP providers that must also be entered into ALI databases outside of any unbundling obligation. It simply does not make sense, nor is it necessary for competitive entry, to take a position that when ILECs provide their end user records into the ALI database of a separate Wireline E911 Network provider, they must do so pursuant to section 251(c)(3) of the Act, when the millions of lines of the other providers are not subject to the same requirement. If, as Intrado claims, Embarq must provide its end user records to Intrado's database on an unbundled basis, Intrado would be obligated to pay Embarq for those records.

Issue Number 7:

Should 911/E911 Service calls be included in the type of traffic to be exchanged by the Parties over local interconnection trunks?

Q. Do you agree with Mr. Hicks that 911 and E911 calls are exchanged between the parties over local interconnection trunks? (Hicks' Direct, page 31 at line 8).

A. No. As I discussed in my Direct Testimony (page 14 at line 9), Intrado does not provide basic local service and 9-1-1 calling is jurisdictionally agnostic (Maples Direct, page 28 at line 23). Calls from end users dialing 9-1-1 are not switched over local interconnection trunks but are routed over specialized trunks dedicated to 9-1-1 calling.

Issue Number 8:

What are Embarq's obligations to build out transport facilities?

Q. Have the Parties resolved this issue?

A. Yes.

Issue Number 9:

Under §251(c), should Embarq be required to maintain certain company identifiers and codes to interconnect with Intrado and terminate traffic on Intrado's network?

Q. Have the Parties resolved this issue?

A. Yes.

Issue Number 11:

How should the term "End User" be defined and where should it be used in the ICA?

Q. Which Intrado witness addressed this issue?

A. Intrado witness Cynthia Clugy spoke to the issue on page 5 at line 1 of her testimony.

Q. How does she support Intrado's broad definition of "End User"?

A. She provides no support for Intrado's position, and simply states a summary conclusion that the definition of "End User" should include all entities purchasing telecommunications services from Intrado, including governmental entities and communication providers that are purchasing services at retail.

Q. Does the definition of "End User" that Intrado proposes include these entities?

A. Yes it does, but as I outlined in my Direct Testimony beginning on page 66, the definition of "End User" proposed by Intrado is impermissibly broad and also encompasses any entity that buys wholesale telecommunications services from Intrado, including carriers and entities such as Vonage. Ms. Clugy's testimony admits that it is Intrado's intent to include carrier customers (Clugy Direct, page 5 at line 8).

Q. But doesn't Ms. Clugy's testimony limit the telecommunications services at issue to retail services?

A. Ms. Clugy's testimony does make that point; however, the definition proposed by Intrado does not include that limitation nor has Intrado offered that up. Ms. Clugy does not define the meaning of the term "at retail." Intrado's definition also includes additional ambiguous language that would allow for an entity buying services from Intrado to then resell that service on a wholesale basis, which does not constitute selling a service "at retail".

Q. What ambiguous language are you talking about?

A. The definition of "End User" proposed by Intrado (see below) includes an "and/or" phrase which changes the meaning of "End User" to include an entity that uses the service that is purchased, even if the entity is not the subscriber of record.

1.54 "End-User" means the individual that subscribes to (subscriber of record) **and/or uses** the Telecommunications Services provided by Embarq or INTRADO COMM. **(Emphasis added.)**

This further broadens the meaning of "End User" to the point where it could be read to include any entity in any situation.

Q. What does the phrase "at retail" mean?

A. The FCC provided the following definition in the Timer Warner Decision (Memorandum Opinion and Order, WC Docket No. 06-55, DA 07-709, Released March 1, 2007) at footnote 19:

> To resolve the confusion over the meaning of "wholesale," we affirm the longstanding Commission usage of a wholesale transaction of a service or product as an input to a further sale to an end user, in contrast to a retail transaction for the customer's own personal use or consumption. *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, Second Report and Order, 14 FCC Rcd 19237, 19423, para. 13 (1999) ("Black's Law Dictionary defines retail as '[a] sale for final consumption in contrast to a sale for further sale or processing (*i.e.*, wholesale) . . . to the ultimate consumer.'") (quoting Black's Law Dictionary 1315 (6th ed. 1990)).

As contemplated by these definitions, the entity "at the end of the food chain" that ultimately consumes the service is the "End User".

Q. Can carriers and companies such as Vonage be classified as an "End User"?

A. They can if they are the ultimate consumer of the service. For example, when a carrier buys business 1-party service for its business office personnel to use in conducting company business, that carrier is buying a service at retail. However, if that carrier buys the same business 1-party service to sell to another entity, as in the case of resale, that carrier is buying at wholesale.

Q. Are the services that Intrado sells to carriers and companies such as Vonage retail or wholesale services?

A. The services that Intrado sells, such as its database services, are used by carriers and entities like Vonage to provide 9-1-1 calling to their "End Users" and they are also used by PSAPs to provide Emergency Services to the individual making the 9-1-1 call. The "consumer" of the ultimate service is not the carrier or Vonage, but the individual making the 9-1-1 call or the PSAP.

Q. Are entities like PSAPs end users?

A. PSAPs do purchase retail services, and like any government agency could be classified as end users.

Q. Does the definition of end user proposed by Embarq include PSAPs?

A. The definition of end user proposed by Embarq does not include PSAPs, since PSAPs do not make 9-1-1 calls, they receive them. However, Embarq is willing to

supplement the definition of end user which Embarq obtained from the NENA Master Glossary of 9-1-1, as follows, in order to include PSAPs:

> 1.54 For the purposes of this agreement "End-User" means the individual that makes the 9-1-1 call **or the PSAP receiving the call for the purpose of initiating the emergency or public safety response**.

Q. Is Embarq willing to use this definition for every location in the ICA where Intrado has inserted the term "End User"?

A. Unfortunately, that approach would be problematical. While Embarq has offered to amend the definition of the term "End User" in order to include PSAPs, every use of the term proposed by Intrado (which includes not only un-capitalized references to end users, but also subscribers or customers) would have to be examined to ensure that it actually applies to an "End User".

Issue Number 12:

How should the term "Enhanced 911 Service" be defined in the ICA?

Q. Have the Parties resolved this issue?

A. Yes.

Issue Number 13:

Should the term "designated" or the term "primary" be used to indicate which Party is serving the 911 Authority?

Q. Do you agree with Mr. Hicks' characterization that if the terms that are in dispute refer to a "primary" provider of the 911 system that there must be a "secondary" provider (Hicks' Direct, page 32 at line 10)?

A. Not necessarily. The use of the word "primary" does not mandate that there is a "secondary" provider. It does, however, recognize the fact that there could be a secondary provider. As I discussed in my Direct Testimony (page 75 at line 16), Intrado's proposal to use only the word "designated" provider is likely intended to prevent Embarq and other ILECs from billing PSAPs for services that such ILECs provide in accordance with the tariffs that have been approved by the Commission. This result is inconsistent with the Commission's ruling on Intrado's request for a declaratory statement in Docket No. 080089.

Q. Is the usage of the term likely to be confused with the concept of "primary" and "secondary" PSAPs? (Hicks' Direct, page 32 at line 11).

A. No. The terms proposed by Embarq clearly identifies the "primary" entity as the one that provides the 911 system to the county. These terms have also been included in Embarq's standard interconnection agreement for years without any dispute whatsoever. Furthermore, NENA documentation for providing 9-1-1 calling to VoIP end users mandates that the VoIP Position Center ("VPC") be identified as "the

secondary Company (Data Provider)" in the ALI database (see NENA Interim VoIP Architecture for Enhanced 9-1-1, page 81).

SECTION III: CONCLUSION

Q. Please summarize your Rebuttal Testimony?

A. My Rebuttal Testimony has shown that Embarq understands its obligations under section 251(c) of the Act, and that Embarq has proposed terms and conditions that comport with these obligations and provide Intrado with parity access. My Rebuttal Testimony has addressed the specific arguments posed by Intrado's witnesses in a detailed manner, showing that many of Intrado's demands are unsupported, unreasonable or overreaching.

The Commission should reject Intrado's positions on the disputed issues in this arbitration and find in favor of Embarq.

Q. Does this conclude your Rebuttal Testimony?

A. Yes.

BY MS. MASTERTON:

Q Mr. Maples, have you prepared a summary of your testimony?

A Yes, I have.

Q Please go ahead with that at this time.

A Good afternoon. In my summary this afternoon I will essentially go through the issues that are outstanding between the parties and state our position on those issues. Issue Number 1, which is a threshold issue of what regulation should apply in the interconnection arrangements between Intrado and Embarq is the threshold issue of whether or not it should be 251(c) or 251(a), and specifically when Intrado provides services to PSAPs.

There are three key issues here. The classification of the service is interselective routing arrangement subject to 251(a) or 251(c), and then as the interconnection arrangement between Embarq and Intrado when Intrado serves the PSAP, is that a commercial arrangement or one that is subject to 251(c). With respect to the classification of service, at issue are the components of the wireline E911 network that are sold to the public safety answering positions. And as outlined in my opening statement, there are many reasons why we believe that the Commission should determine that these services are unique and should not be classified as telephone exchange services, and that it is not necessary for the Commission to classify

these services as telephone exchange services to enable interconnection for these purposes.

Similarly, an interselective routing arrangement should be negotiated as a commercial agreement that enable the transfer of calls between PSAPs that involve two carriers in a noncompetitive co-carrier arrangement and connect two E911 networks.

And, finally, the interconnection between Embarq and Intrado when Intrado serves the PSAP should also be negotiated as a commercial agreement. Intrado controls access to the PSAP, including the databases, and Embarq is no different than any other carrier that must seek access per the Federal Statutes. Embarq is the requesting carrier and Section 251(c) does not apply to Intrado.

In a related matter that was not discussed in our opening statement is the fact that Intrado is seeking access to unbundled network elements in order to provide E911 services to PSAPs. The only specific UNEs that the FCC orders address that are associated with 911 and E911 that Embarq must provide are the 911 and E911 databases. But when Intrado provides the service to the PSAP, Embarq does not have those databases or manage those databases to provide. Intrado has stated in their testimony that the only UNE that they want access to is UNE loops. However, the only UNE loops that are available are DS-1, DS-3, and copper loops, and the type of loop, such as IP

loops, which would be good to use for the next generation network, are not available as unbundled network elements.

Also, Intrado has not specifically addressed transport. Whether or not they are seeking transport on an unbundled basis, yet they will definitely need transport to connect any unbundled loop with their network. And, furthermore, certain unbundled loop and transport combinations have use restrictions which would prohibit their use for 911.

With respect to Issue Number 2, trunking and traffic routing arrangements when Intrado is the designated E911 service provider, there are two primary issues. First, Intrado is seeking to get Embarq to pay for selective routing if Embarq sends a 911 call to Intrado that must be forwarded to another PSAP provider. Components of the wireline E911 network, such as selective routing should be paid for by the PSAPs. This is consistent with industry practices and FCC decisions.

Second, Intrado is seeking to dictate how Embarq engineers its network in switched 911 calls on Embarq's side of the point of interconnection. Intrado refuses to let Embarq use its existing selective router functionality to route 911 calls originating from a split wire center and is demanding that Embarq replicate the selective routing functionality in an Embarq end office through the expensive and inefficient form of routing referred to as class marking or line attribute routing. Section 251(c) does not require ILECs to implement any possible

interconnection at any price. It also does not require ILECs to give up the management and control of their own networks.

Issue Number 3 has to do with points of interconnection when Intrado is the designated E911 service provider. Intrado is demanding that Embarq must establish two POIs on Intrado's network when Intrado serves in this capacity. Requesting carriers must select POIs on the ILEC network when requesting interconnection pursuant to Section 251(c) of the Act. Requesting carriers cannot demand that ILECs establish POIs on their network. And, finally, this is consistent with the Florida Commission's decisions in their generic reciprocal compensation dockets.

The next four issues, Issue Number 4, which has to do with the terms and conditions for interselective routing, Issue Number 5, terms and conditions for Embarq ordering services from Intrado, Issue Number 6, terms and conditions for Embarq accessing the 911 databases from Intrado, and Issue Number 7, the reciprocal exchange of 911 and E911 service calls over the local interconnection of trunks, really will be resolved when the Commission determines whether or not 251(c) or Section 251(a) applies. Embarq has willingly agreed to most of these terms in a commercial agreement, and so there isn't really anything that -- any factual evidence that is at issue here with respect to, for instance, whether or not we will do interselective routing and the technical issues there.

Issued Number 11 is what is an end user. And as I stated in my opening remarks, the definition proposed by Embarq includes the individual making the call as well as the PSAP. Intrado's definition is overly broad and vague, and would allow carriers to be defined as end users in almost any situation, which would inappropriately allow Intrado to sell retail services to carriers as wholesale services. It would also inappropriately allow Intrado to acquire unbundled loops to serve carriers, should the Commission determine that Intrado should get access to UNEs.

And, finally, the last issue that is being debated is Issue Number 13, and it's should the term designated or the term primary be used to indicate which party is serving the 911 authority. And as I stated in the opening remarks, the issue here is whether or not Embarq can charge -- the primary issue is whether or not Embarq can charge the PSAP for ALI records in the situation where Intrado is providing the database functionality to the PSAP. And Embarq certainly believes that we can do that. And with that, I will conclude my summary remarks.

MS. MASTERTON: Thank you. Mr. Maples is now available for cross-examination.

MS. TAN: Chairman, if I may interrupt for a moment. We do need to do one housekeeping issue. Mr. Maples' Number 14, it was not on the Staff's Comprehensive Exhibit List. If

we could add that and identify that as Number 52.

CHAIRMAN CARTER: 52.

MS. TAN: Which would be Form FCC 499-A.

CHAIRMAN CARTER: Form FCC --

MS. TAN: Form FCC 499-A.

CHAIRMAN CARTER: 499-A.

MS. TAN: And the next available number is Exhibit Number 52.

CHAIRMAN CARTER: 52. Okay.

MS. TAN: Thank you.

(Exhibit Number 52 marked for identification.)

CHAIRMAN CARTER: Ms. Kiser, you're recognized.

MS. KISER: Thank you.

CROSS EXAMINATION

BY MS. KISER:

Q Good afternoon, Mr. Maples.

A Good afternoon.

Q A clarification with respect to your summary. Did I hear you state that the definition of end user will determine whether Intrado is entitled to unbundled network elements?

A No, I don't think that's what I said. The definition of end user determines whether or not -- what constitutes an unbundled loop. An unbundled loop, by definition, extends from the wire center, from the main frame at the wire center out to an end user premises. If Intrado's definition is accepted that

a carrier is an end user, and the Commission agrees that Intrado can use unbundled network elements for that purpose, then Intrado could buy an unbundled loop out to, let's say, an AT&T POP. That is normally called an interest facility, which is transport, which ILECs do not have to unbundle. So that's what I intended to say if I did not say it.

Q Thank you, Mr. Maples.

As the 911 service provider for PSAPs in the Embarq territory, does Embarq create or store automatic location identification records for competitive local exchange carriers, CMRS, or wireless providers and/or interconnected VoIP service providers?

A Your list was VoIP, CMRS --

Q CLECs.

A CLECs. And was there anything else?

Q No.

A The CLEC records, anyone that interconnects with us and needs access to the database sends their records to us and we do load them into the ALI database that the PSAP queries. With respect to VoIP and CMRS, I believe those records are stored on other providers' databases, such as Intrado, Inc., and we query those databases when the PSAP sends a query to our ALI database, then we would steer over to the VoIP providers' database provider or CMRS database providers to access that record.

I don't believe -- I'm not sure -- looking at CMRS, because we used to be an affiliate, obviously, of Sprint, I don't know if we store their database records on our ALI database or not, so I would have to say I don't know.

Q Thank you.

In your deposition, which is Exhibit 8, Page 10, Lines 6 and 7, you indicate there that you, quote, know other ILECs, close quote, charge PSAPs for providing ALI and ANI records.

Is this true when Embarq is the 911 service provider?

A I understand that it is true, yes.

Q And is it true when the ILEC is the 911 service provider, the other ILEC?

A Yes. Basically, in Florida those are labeled primary and secondary arrangements, and the secondary provider who does provide records into the database does charge, yes.

Q The PSAPs?

A Yes. That's what I understand.

Q Sticking with Exhibit Number 8, Page 9 -- oh, is it 7? I apologize, but you appear to have your deposition there, so you are fine, right?

A Yes, I have my deposition here. I don't know if the page numbers match the official.

Q It does. I checked it. You should be okay.

So Page 9, Lines 5 to 10, when you discuss MSAGs.

Does Embarq validate an address for 911 MSAG accuracy at the time a customer places an order?

A Pardon me, I'm trying to think of a process flow in my mind. I don't know. I know that when the order is processed it goes through our front end ordering systems, it goes into a system that we call the service order entry system, and then from that point it branches out to different systems. The record that is established in the order for 911 purposes is forwarded up to our 911 systems which are totally separate from our provisioning systems for provisioning dial tone, and it is at that point that the records are actually edited and prepared to be entered into the ALI.

So I don't -- where exactly in the process flow we map it against the MSAG, I don't know if we do it in those first two steps or if it is in the actually 911 processing and provisioning systems.

Q Okay. Thank you, Mr. Maples.

Does Embarq incorporate emergency service number designations from the MSAG into Embarq's local exchange service provisioning systems?

A Are you asking about the emergency service number for the PSAP?

Q Yes.

A I have not gone through each data element that is in all of our systems. Since we provide selective routing

functionality, and that is part of our automated 911 system processing, and the ESN is integral to that, we have to do that in developing, or implementing, or populating that database.

Is that in the service ordering entry part? I would say no. I don't remember if that was exactly your question, but that is not really part of service order entry.

Q But you do incorporate the emergency number designations from the MSAG into Embarq's local exchange service provisioning systems?

A It is in the separate systems that are dedicated wholely to 911. The systems that we actually provision or end office switches are totally separate.

Q Thank you.

Do Embarq local exchange provisioning systems or the personnel involved in local exchange provisioning have realtime access to the MSAG?

A I don't know.

Q Thank you.

Turning to your response to Staff Interrogatory 26. I'll wait for you to get there.

A Is that the third set?

Q Yes, it is.

A Yes, I have that now. Thank you.

Q Sorry about that.

A It's all right. There's three, and I don't know

which one it fell into.

Q I didn't have it noted.

You discuss how Embarq must create the records for ALI, but transmit to the database provider errors that it has rejected and Embarq must correct the record, is that correct?

A Yes.

Q In your role as the 911 service provider, does Embarq bill the PSAP to correct errors incurred when submitting Embarq end user records to the Embarq E911 database management system?

A The tariff charge that we have -- let me answer it this way. I don't know specifically what costs went into the tariff charge. We have a tariff charge that charges for ALI records on a per thousand access line basis. And your question to me is getting to what are the components that make up that charge, and I don't know. You know, I don't know what all the costs are. That's an operational cost. It makes sense to me that it would, but I didn't develop the rate, and so I don't know.

Q Did I understand you correctly, you would view correcting errors to be an operational cost, so it may be in there?

A Yes, it's an operational cost. From my experiences of cost, I would see that as a legitimate cost of maintaining the database, yes.

Q Okay. Thank you. I'm sorry for jumping around.

A That's alright.

Q In your deposition at Page 30, Lines 5 through 8, there you interpret one of the FCC's Universal Service Fund orders.

Is it your interpretation that the FCC's decision in that case determines the regulatory classification of 911 service as it is provided to PSAPs?

A Yes, that is my testimony. The FCC looked at the service that is provided and said that it has a telecommunications and an information component, and that is my testimony, yes.

Q And is it your interpretation that universal service funding is not available for information services?

A It is my understanding that the FCC said in this order that the cost, if you will, for the information service component would not be included as recoverable. I'm not familiar with all of the universal service funding mechanism, what is reported and everything, so that's why I'm hedging a little bit or just cautious right now. Because your question to me was more to what is actually paid out and what's actually reported, and I don't know.

Q Thank you, Mr. Maples.

Continuing on Page 30, you also discuss the jurisdictional nature of 911 services.

A Is there a specific line that you are referring to?

Q You know, there is. Lines 10 through 12.

A Yes, I'm there. Excuse me.

Q Are you familiar with the analysis undertaken by the Florida Public Service Commission and the Federal Communications Commission to determine the jurisdictional nature of a telecommunications service?

A No, I can't think of any specific docket, or order, or anything that you might be referring to.

Q Thank you.

Are you familiar with any other intrastate services that the Federal Communications Commission has jurisdiction over?

A I can't think of any. If you could point to one. That's a very broad question; I can't think of any right now.

Q Does 251 and 252 extend FCC jurisdiction over local exchange services?

A 251 and 252 does give the FCC authority over the interconnection for those purposes. I'm not an attorney, but I don't believe that it gives them the authority to regulate the services that the state generally regulates, which is like basic local service.

Q Thank you, Mr. Maples.

Are you familiar with FCC's analysis used to determine whether a service is an information service or a telecommunications service?

A I don't know what specific analysis you're referring to.

Q The one that the FCC would rely on to determine whether a service is a telecommunications service or a service is an information service.

A I've read the definitions of those services, and there are those definitions which certainly would be applied in making that determination. I guess the reason I'm -- your question implies to me that there is a specific test, and I'm not aware of a specific test.

Q Thank you, Mr. Maples.

One second here. Are you familiar with the Federal Communications Commission's rulings that providers who use networks that have IP in the middle to provide services do not transform those services into information services?

A Yes, ma'am, I am familiar with that. That is the order with respect to, I believe it was AT&T. I don't believe that necessarily applies to the services and issues in this case, though.

Q Thank you, Mr. Maples.

In your deposition -- well, actually it is in several places, I guess. In your deposition, Page 25 and Lines 17 to 25; maybe also at Page 41, Page 47 to 48; and Response to Staff 15. In all of these places you discuss the point of interconnection for purposes of 251(c) and interconnection for

delivering 911 calls. Is it Embarq's position that 911 calls must be delivered to Embarq's selective router?

A It's my testimony that when Embarq provides the 911 services to the PSAP such as -- which includes the selective routing, that, yes, the point of demark between the wireline E911 network and the public switched network is the selective router, and that carriers have the obligation to deliver their 911 calls to the selective router, yes.

Q And in the Embarq local service territory, does any other carrier provide 911 services to PSAPs?

A In our service territory?

Q Yes.

A I know that there are three counties that provide their own service, which I just kind of jotted down because I thought we might get into that. I believe Bradford, Leon, and Okaloosa own their own selective routers and provide their own database services. So it's not another carrier, there was somebody else. As far as if there are any others, I don't know. Other than those three, I don't know.

Q And I apologize, I'm not familiar with the counties. Are those counties in the Embarq territory?

A I thought they were. If they are not, then -- I thought they were, based on the information that was given to me, but they may not be.

Q Subject to check.

A Subject to check, yes, ma'am.

Q Thank you, Mr. Maples.

Under 251(c) is it your understanding that CLECs are entitled to elect to interconnect at a single point of interconnection?

A The single POI per LATA is established, yes.

Q And are you familiar with Embarq's template agreement used for 251(c) arrangements with CLECs and the same template that was used for the negotiations between Intrado Communications and Embarq that's the subject of this proceeding?

A Yes.

Q In your response to Staff 15, you indicate that the point of interconnection does not vary depending upon the service being provided by the interconnecting carrier. Do carriers providing business services connect at the -- local business services, let me qualify that -- connect at the same place as carriers providing 911 calling services?

A I would like to go back to -- when you said my response to --

Q Yes, Staff 15.

A I would like to back up and read that.

Q Okay.

A Yes, I'm there. Could you restate your question?

Q Do carriers providing local business services connect

at the same place as carriers providing 911 calling service?

A The 911 trunks are connected to the selective router. If someone is providing a business service, which I assume you mean like a B-1 service, that is a normal interconnection trunk over which you have local and toll, and that would be at the -- assuming the carrier interconnected under 251(c), would be at the POI that they select.

Q Thank you. And are there other instances where under 251(c), CLECs are required to interconnect at more than one point of interconnection, pursuant to your template agreement?

A The 251(c) agreement that we have establishes that we have agreed to the terms in this proceeding allow the CLEC in this case, Intrado, to select a single POI per LATA for the delivery of local and toll traffic. That agreement requires the delivery of 911 calls to our selective router. Those are the two POIs that are in the template agreement that we have agreed to in this case.

Q Does Embarq require Intrado Comm or other CLECs as part of its template agreement to interconnect at points of interconnection once their traffic meets a specific threshold at the single point of interconnection?

A I guess the reason -- our template agreement does have language in there like that, but those terms have been stricken and are not at issue in this case.

Q But is it true that it is in your template agreement?

A Yes, ma'am, it is.

Q Thank you. Turning to your Direct Testimony, Page 7, Lines 8 through 13. There is some discussion of this as well in your Response to Staff's First Set, 2(d)(1).

A I'm there. Is there a specific line or --

Q In your Direct Testimony as well as in as in the Response to Staff 2(d)(1), you use the term monopoly and discuss its meaning in the pure economic sense.

Can you tell me if the term monopoly was relied upon or considered by the United States Congress in mandating the additional duties on incumbent local exchange carriers in Section 251(c)?

A I can't think of a specific citation, no.

Q Would you agree that monopoly power is the power to force a purchaser to do something it would not do in a competitive market?

A No, ma'am. I don't know what the formal definition of monopoly power is. As I state here, the way I use the term here was essentially it was an exclusive arrangement in which if I'm a carrier, and I need access to a PSAP that's served by Intrado, I can't go to anybody else, I have to go to Intrado. And so, therefore, Intrado, or Embarq, or whatever carrier providing service to that PSAP would have an exclusive arrangement. And that was the context in which I responded. And why in my response to Staff's interrogatory I said it

wasn't done in an economic sense, which I think you're going to a formal definition, and I don't know what a formal definition of monopoly would be.

Q Thank you, Mr. Maples.

What portion of Embarq's service territory for local exchange services is served by competitive providers?

A Excuse me. Did you say what percent?

Q What percent, portion?

A I don't know.

Q And how many PSAPs are there in Embarq's service territory?

A I do not know.

Q Do you know of the number of PSAPs that are in the Embarq service territory, how many of them receive service from Embarq?

A No, ma'am, I don't know.

Q Are the Embarq customers who make 911 calls connected to the public switched telephone network?

A Excuse me? Did you say are the customers that make 911 calls connected to the public switched telephone network?

Q Yes, that was the question.

A Those customers that have purchased services that are connected to the PSTN and make 911 calls, yes.

Q And are the public service answering points connected to the public switched telephone network?

A The public safety answering points are connected to the wireline E911 network which is connected to the PSTN, yes.

MS. KISER: Thank you, Mr. Maples. That concludes my cross-examination.

CHAIRMAN CARTER: Thank you. Commissioners. Staff. One second.

Commissioner McMurrian, you're recognized.

COMMISSIONER McMURRIAN: Thank you.

Mr. Maples, I'm just trying to gain some clarity about the Section 251(a) versus the Section 251(c) arguments, and I see it is Embarq's position that 251(c) does not and was never intended to apply to these arrangements. Can you walk me though, and I know you have said many times that you are not an attorney, and neither am I, but could you walk me through Embarq's position as to why 251(c) doesn't apply to Intrado?

THE WITNESS: Yes. Well, 251(c) applies to ILECs, and it is intended to place additional obligations on ILECs to open up the markets for competition. That is, indeed, the intent, and so it placed obligations on ILECs such as we have to allow the CLEC, if you will, to select a POI on our network. So the CLEC has a right to select the point of interconnection to manage their cost. And it gave the CLEC some leverage, if you will, to make those decisions subject to technical feasibility. You know, we don't have to give up the ability to manage our networks. It's not at any price. In other words,

anything feasible.

In the case of -- let's take the situation where Intrado has won the bid for a PSAP as, let's say, Charlotte County, which I think was talked about this morning, and I think that might be one of our counties. So they have got the contract with the county. They have the selective router, they are providing the database functionality.

Under federal law it says that -- it's Statute 64 something -- it says that I have to provide 911 calling to my customers. If I don't, I'm subject to liabilities and fines and all sorts of things. And obviously as a good citizen I want to do it. You know, I want to provide good service to my customers. 911 access, I think, may also be a definition of basic local service under Florida Statutes, so that obligates me to do that.

So Intrado has the customer, I've got all of these statutes that say, Embarq, you have got to do this. So I've got go to them and say I need access to your selective router. I need to connect my network to your network so that my customers can call 911 to get to the PSAP and receive emergency services. I need to create records to send to you to put into the ALI database solely for 911 service so that when the customer makes a 911 call and the PSAP queries it, they get back the customer is at 2411 Main, or they are at Quick Stop, or whatever. They get that address. I've got to do that, and

I have this law that tells me I have to do it.

And so the question is do those 251(c) obligations, does Intrado in that instance need additional leverage, if you will, additional regs to force me to do something I don't want to do? It seems like they are basically saying, okay, 251(c) says that you've got to do dual POIs, you have got to do redundant routing, you have got to do line attribute routing. They are basically saying you have got to do all of this and I can make you do it because of 251(c).

And we are basically saying no, that is not appropriate because, first, I'm not any different than a wireless carrier, a VoIP carrier. There's tons of wireless phones. If they come to Intrado to connect to the Charlotte County PSAP, they're not going to do it under 251(c). And there is no -- we are the requesting carrier, not them. 251(c) doesn't apply to them; 251(a) does. That is just by law. You know, they are a CLEC.

COMMISSIONER McMURRIAN: Mr. Maples.

THE WITNESS: Excuse me. I'm sorry if I'm wandering? I'm trying to answer your question.

COMMISSIONER McMURRIAN: No, that's okay. I guess I'm looking at 251(c), though, and I'm saying what about the way 251(c) -- how can you tell by looking at 251(c) whether or not it would apply to a carrier like Intrado? Where is it where they fall off the requirement of 251(c)? Is there a

certain phrase or something in here that you don't think they -- I wasn't clear in the question I asked.

THE WITNESS: Oh, okay. I'm sorry. The actual statute, if you look at 251(c), it basically says these are additional duties that apply to incumbent LECs. I've got it here. I can look it up if you want.

COMMISSIONER McMURRIAN: That's fine, if you need it to answer. Because I just want to make sure I understand. I'm looking at Embarq's position, it may be a basic position or under one of the first issues. I know in Issue 1 there is an issue that specifically goes to 251(a) versus (c), and I'm familiar with what each parties' position is on those. And what I am looking at here doesn't really flesh out why Embarq believes that Intrado isn't entitled to the rights under 251(c).

THE WITNESS: Well, the actual statute, 251(c) begins, "Additional obligation of incumbent local exchange carriers." So that is an ILEC, and an ILEC by definition does not include CLECs. So, therefore, then it goes, "In addition to the duties contained in Subsection B, each incumbent local exchange carrier has the following duties," and it is under this beginning, if you will, or preface that it says then interconnection, the duty to provide for the facilities and equipment of any requesting carrier. So in that case, the ILEC would be the carrier that is receiving the request from the

CLEC. So it is -- by definition the statute says this applies to ILECs. There is nothing that says these apply to CLECs, and so that is the premise.

And there are some cites, excuse me, in the FCC's First Report and Order which basically state that non-ILECs are covered under 251(a), which I think is in Paragraph 220 of the First Report and Order. I can check on that.

COMMISSIONER McMURRIAN: Chairman, I'll stop there. I know that is probably something the parties will brief quite a bit, so I will save any further questions I have for post-hearing with the briefs. Thank you.

CHAIRMAN CARTER: Staff.

MS. TAN: Staff has no questions for Mr. Maples.

CHAIRMAN CARTER: Commissioners, anything further? Ms. Masterton.

MS. MASTERTON: Embarq has no redirect.

CHAIRMAN CARTER: Let's take up the exhibits.

MS. MASTERTON: Embarq would like to have inserted into the record, I think it is Exhibits 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, and 52.

CHAIRMAN CARTER: No objection? Without objection show it done.

(Exhibits 36 through 48 and Exhibit 52 admitted into the record.)

CHAIRMAN CARTER: Ms. Masterton, you're recognized.

Anything further?

MS. MASTERTON: I think that is our last witness, because Mr. Hart's testimony was stipulated in earlier. Is that right?

MS. TAN: That is correct.

CHAIRMAN CARTER: Staff, any concluding or procedural matters?

MS. TAN: We have significant dates.

CHAIRMAN CARTER: You're recognized.

MS. TAN: The transcript will be due July 17th, 2008; the briefs will be due August 7th, 2008; and the recommendation is currently scheduled for October 30th, 2008.

CHAIRMAN CARTER: Thank you.

Commissioners, anything further? Anything further, staff?

MS. TAN: No.

CHAIRMAN CARTER: Anything from the parties?

MS. KISER: Nothing.

CHAIRMAN CARTER: Hearing none, we are adjourned.

(The hearing concluded at 2:25 p.m.)

STATE OF FLORIDA)

: CERTIFICATE OF REPORTER

COUNTY OF LEON)

I, JANE FAUROT, RPR, Chief, Hearing Reporter Services Section, FPSC Division of Commission Clerk, do hereby certify that the foregoing proceeding was heard at the time and place herein stated.

IT IS FURTHER CERTIFIED that I stenographically reported the said proceedings; that the same has been transcribed under my direct supervision; and that this transcript constitutes a true transcription of my notes of said proceedings.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED THIS 15th day of July, 2008.

JANE FAUROT, RPR
Official FPSC Hearings Reporter
(850) 413-6732

DOCKET NO.: 070699-TP

EXHIBIT NO. _____

WITNESS: STIP-1
PARTY: Staff

DESCRIPTION: **Comprehensive Exhibit List**

EXHIBIT #	WITNESS	ID	DESCRIPTION	IN? (Due Date if EXH is Late Filed)
			Exhibits	
1	n/a	STIP-1	Comprehensive Exhibit List	y
Staff				
2	n/a	STIP-2	Acronyms List	y
3	n/a	STIP-3	Composite of Responses to Staff's Interrogatories from Intrado a. Intrado's Responses to Staff's 1st Set of Interrogatories (1-26) b. Intrado's Responses to Staff's 2nd Set of Interrogatories (27-47) c. Intrado's Responses to Staff 3rd Set of Interrogatories (48-68)	y
4	n/a	STIP-4	Composite of Responses to Staff's Request for Production of Documents from Intrado a. Intrado's Responses to Staff's 1st Request for Production of Documents (1-7) b. Intrado's Responses to Staff's 2nd Request for Production of Documents (8-20) c. Intrado's Responses to Staff's 3rd Request for Production of Documents (21-29)	y
5	n/a	STIP-5	Composite of Responses to Staff's Interrogatories from Embarq a. Embarq's Responses to Staff's 1st Set of Interrogatories (1-12) b. Embarq's Responses to Staff's 2nd Set of Interrogatories (13-25) c. Embarq's Responses to Staff's 3rd Set of Interrogatories (26-38)	y
6	n/a	STIP-6	Composite of Responses to Staff's Request for Production of Documents from Embarq a. Embarq's Responses to Staff's 1st Request for Production of Documents (1-8) b. Embarq's Responses to Staff's 2nd Request for Production of Documents (9-17) c. Embarq's Responses to Staff's 3rd Request for Production of Documents (18-22)	y
7	n/a	DEPO-1	Transcript and errata, if any, from the deposition of Embarq witness Mike Maples	y

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 1
COMPANY FL PSC Staff
WITNESS Comprehensive Exhibit List - Stip-1
DATE 07/09/08

EXHIBIT #	WITNESS	ID	DESCRIPTION	IN? (Due Date if EXH is Late Filed)
8	n/a	DEPO-2	Transcript and errata, if any, from the deposition of Intrado witness Thomas Hicks	y
9	n/a	DEPO-3	Transcript and errata, if any, from the deposition of Intrado witness Cynthia Clugy	y
10	Thomas Hicks		Intrado Opening Presentation	y
11	James M. Maples		Embarq Opening Presentation	y
Intrado				
12	Cynthia Clugy	CC-1	E911 Port Service Request Guidelines, exhibit attached to rebuttal testimony	y
13	Cynthia Clugy	CC-2	Excerpts of interconnection agreements, exhibit attached to rebuttal testimony	y
14	Carey Spence-Lenss	CSL-1	Public Service Commission of West Virginia Order Approving Verizon 911 Tariff, attached to direct testimony	
15	Carey Spence-Lenss	CSL-2	Public Utilities Commission of Ohio Finding and Order (Ohio Order), attached to direct testimony	
16	Carey Spence-Lenss	CSL-3	Public Utilities Commission of Ohio Entry on Rehearing (Ohio Order Entry on Rehearing), attached to direct testimony	
17	Carey Spence-Lenss	CSL-4	Intrado Florida Tariff, attached to direct testimony	
18	Carey Spence-Lenss	CSL-5	Composite of letters in Support of Intrado's Petition for Declaratory Statement (Letters in Support), attached to direct testimony	
19	Carey Spence-Lenss	CSL-6	Amended Petition for Declaratory Statement, attached to direct testimony	
20	Carey Spence-Lenss	CSL-7	National Emergency Number Association (NENA) Transition Effort press release, attached to direct testimony	
21	Carey Spence-Lenss	CSL-8	Alliance for Telecommunications Industry Solutions (ATIS) news release, attached to direct testimony	
22	Carey Spence-Lenss	CSL-9	Embarq Florida tariff, attached to direct testimony	
23	Carey Spence-Lenss	CSL-10	Public Utilities Commission of the State of California Final Arbitrator's Report (California Order), attached to direct testimony	

EXHIBIT #	WITNESS	ID	DESCRIPTION	IN? (Due Date if EXH is Late Filed)
24	Carey Spence-Lenss	CSL-11	Illinois Commerce Commission Order on SCC / Ameritech Illinois arbitration (Illinois Order), attached to direct testimony	
25	Carey Spence-Lenss	CSL-12	Diagram of "Intrado Emergency Service Evolution," attached to rebuttal testimony	
26		CSL-4	Supplement	
27	Thomas Hicks	TH-1	Diagram of "Intelligent Emergency Network," attached to direct testimony	
28	Thomas Hicks	TH-2	Diagram of "Legacy 911 Environment," attached to direct testimony	
29	Thomas Hicks	TH-3	Diagram of "Sample Call Transfer Arrangement," attached to direct testimony	
30	Thomas Hicks	TH-4	Diagram of "Typical Components of an E911 System," attached to direct testimony	
31	Thomas Hicks	TH-5 Revised	Diagram of "911 Call Sorting at Originating Office," attached to direct testimony (TH-5 Revised replaces TH-5)	
32	Thomas Hicks	TH-6	Diagram of "911 Call Sorting at a Tandem Switch," attached to direct testimony	
33	Thomas Hicks	TH-7	Proposed Pricing Schedule, attached to rebuttal testimony	
34	Thomas Hicks	TH-8	Excerpts of Essential Communications During Emergencies Team Report, attached to rebuttal testimony	
35	John Melcher	JM-1	Curriculum Vitae for John R. Melcher, ENP, attached to rebuttal testimony	
Embarq				
36	James M. Maples	JMM-1	Diagram of Typical E9-1-1 arrangement between a CLEC and Embarq where Embarq is the Wireline E9-1-1 network provider, attached to direct testimony	
37	James M. Maples	JMM-2	Diagram of Typical E9-1-1 arrangement between a CMRS provider and Embarq where Embarq is the Wireline E9-1-1 network provider, Phase 2 Wireless 911 Solution is deployed, attached to direct testimony	
38	James M. Maples	JMM-3	Diagram of Typical E9-1-1 arrangement between a VoIP Provider and Embarq where Embarq is the Wireline E9-1-1 network provider and the VoIP Provider secures the services of a Data Base System Integrator (DBSI) such as Intrado and a CLEC for PSTN interconnection, attached to direct testimony	
39	James M. Maples	JMM-4	Diagram of Typical E9-1-1 arrangement between two Wireline E9-1-1 network providers, attached to direct testimony	
40	James M. Maples	JMM-5	Diagram of Typical E9-1-1 arrangement between Embarq and Intrado where Intrado is the Wireline E9-1-1 Network Provider, attached to direct testimony	

EXHIBIT #	WITNESS	ID	DESCRIPTION	IN? (Due Date if EXH is Late Filed)
41	James M. Maples	JMM-6	Diagram of a E9-1-1 arrangement between Embarq and Intrado where Intrado is the Wireline E9-1-1 Network Provider and Embarq has its own Selective Router, attached to direct testimony	
42	James M. Maples	JMM-7	E911 Services Agreement between Intrado and Sprint (E911 Services Agreement), attached to direct testimony	
43	James M. Maples	JMM-8	E911 Network Services Commercial Agreement between Embarq and a carrier not identified (Commercial Agreement), attached to direct testimony	
44	James M. Maples	JMM-9	Matrix of Proposed Terms for Intrado and Embarq, attached to direct testimony	
45	James M. Maples	JMM-10	Excerpts of the proposed Embarq and Intrado interconnection agreement that refer to the term "End Users," (Terms and Conditions that Reference End Users), attached to direct testimony	
46	James M. Maples	JMM-11	Screen-shot from National Emergency Number Association (NENA) website, attached to direct testimony	
47	James M. Maples	Revised JMM-12	Revised Embarq Price List provided to Intrado, attached to rebuttal testimony (replaces JMM-12, attached to direct testimony)	
48	James M. Maples	JMM-13	April 28, 2008 Policy Statement from National Emergency Number Association (NENA), attached to rebuttal testimony	
49	n/a	n/a	Intrado's Responses to Embarq's First Set of Interrogatories (1-9)	

EXHIBIT #	WITNESS	ID	DESCRIPTION		IN? (Due Date if EXH is Late Filed)

EXHIBITS

NUMBER:		ID.	ADMTD.
1	Comprehensive Exhibit List	8	8
2	Acronyms List	8	8
3	STIP-3	8	8
4	STIP-4	8	8
5	STIP-5	8	8
6	STIP-6	8	8
7	DEPO-1	8	8
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10	Thomas Hicks' Opening Presentation	19	27
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14	CSL-1	74	199
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21	CSL-8	74	199
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EXHIBITS

NUMBER:		ID.	ADMTD.
23	CSL-10	74	199
24	CSL-11	74	199
25	CSL-12	74	199
26	CSL-4 (Supplement)	74	199
27	TH-1	74	199
28	TH-2	74	199
29	TH-3	74	199
30	TH-4	74	199
31	TH-5	74	199
32	TH-6	74	199
33	TH-7	74	199
34	TH-8	74	199
35	JM-1	202	221
49	Stipulation - Intrado's Responses to Embarq's 1st ROGs, 1-9	168	168
50	Charlotte County 911 Grant Application	176	199
51	Section 365.175, Florida Statutes	182	199

EXHIBITS

NUMBER:		ID.	ADMTD.
52	Form FCC 499-A	370	
36-58, 52			388

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: n/a

PARTY: Staff

DESCRIPTION: Acronym List

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 2
COMPANY FL PSC Staff
WITNESS Acronym List - Stip-2
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # STIP-2

Acronym List

ALI	Automatic Location Information
ANI	Automatic Number Information
CESTC	Competitive Emergency Services Telecommunications Carrier
CIC	Carrier Identification Code
CLEC	Competitive Local Exchange Carrier
CLP	Competitive Local Provider
CMRS	Commercial Mobile Radio Service
CPN	Calling Party Number
CPNI	Customer Proprietary Network Information
CRDB	Coordinate Routing Database
CTIA	Cellular Telecommunications & Internet Assoc
DBMS	Database Management System
E911	Enhanced 911
ERDB	Emergency Service Zone Routing Database
ESGW	Emergency Services Gateway
ESN	Emergency Service Number
ESQK	Emergency Services Query Key
ESRK	Emergency Services Routing Key
GTC	General Terms and Conditions
IC	Intercarrier Compensation
ICA	Interconnection Agreement
ICO	Independent incumbent local exchange company
IEN	Intelligent Emergency Network
ILEC	Incumbent Local Exchange Carrier
IP	Internet Protocol
ITR	Interconnection Trunking Requirements
LATA	Local Access Transport Area
LIS	Location Information Server
LNP	Local Number Portability
MF-CAMA	Multi-Frequency Centralized Automated Message Accounting
MPC	Mobile Positioning Center
MSAG	Master Street Address Guide
MSC	Mobile Switching Center
MTA	Major Trading Area
NENA	National Emergency Numbering Assoc
NG-911	Next Generation 9-1-1
NIM	Network Interconnection Methods
OCN	Operating Company Number
OSS	Operations Support System
P.01	Grade of service with less than 1 missed call per 100
pANI	Pseudo ANI
PDE	Position Determining Entity
POI	Point of Interconnection

PSAP	Public Safety Answering Position a/k/a Public Safety Answer Point
PSTN	Public Switched Telephone Network
RCL	Intrado Regional Collocation
SOI	Service Order Information
SR	Selective Router
SRDB	Selective Router Database
SS7	Signaling System 7
TDM	Time Division Multiplexing
UNE	Unbundled Network Element
VDB	Validation Database
VoIP	Voice over Internet Protocol
VPC	VoIP Positioning Center
VSP	VoIP Service Providers
WSP	Wireless Service Providers

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: n/a

PARTY: Staff

DESCRIPTION: Composite of Responses to Staff's Interrogatories from Intrado

a.	Intrado's Responses to Staff's First Set of Interrogatories (1-26)	001
b.	Intrado's Responses to Staff's Second Set of Interrogatories (21-47)	031
c.	Intrado's Responses to Staff Third Set of Interrogatories (48-68)	047

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 3
COMPANY FL PSC Staff
WITNESS Composite of Responses to Staff's Interrogatories
DATE 07/09/08
STIP-3

PROFFERING PARTY: Staff

I.D. # STIP-3

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intrado Communications, Inc. for arbitration of certain rates, terms, and conditions for interconnection and related arrangements with Embarq Florida, Inc. pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Section 364.162, F.S.	Docket No. 070699-TP

INTRADO COMMUNICATIONS INC.'S
RESPONSES TO STAFF'S FIRST SET OF INTERROGATORIES (Nos. 1-26)

Intrado Communications Inc. ("Intrado Comm"), by its attorneys, hereby respectfully responds to the Florida Public Service Commission ("Commission") Staff's First Set of Interrogatories (Nos. 1-26) as follows:

INTERROGATORIES

1. Should a single definition for "End User" apply throughout the ICA? Please explain your answer.

Intrado Comm Response:

Ideally, a single definition for "End User" should apply throughout the interconnection agreement. This would eliminate confusion and avoid future disputes on the meaning of certain contract provisions. Embarq's template interconnection agreement did not contain a definition for "End User." Embarq's proposed definition is too narrow because it would encompass only the individual making a 911 call. Intrado Comm proposes a definition of "End User" that would encompass any entity purchasing telecommunications services from the Parties' tariffs, which would include Public Safety Answering Points ("PSAPs"), governmental entities, or any other purchaser.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

2. **On Page 13 of exhibit CSL-4, the "Intrado Florida Tariff," attached to the direct testimony of Intrado witness Spence-Lenss, Intrado defines the term 'End User' as "any Customer of an intrastate telecommunications service that is not a carrier." Please explain the reason Intrado's proposed definition for this term in the arbitration with Embarq is significantly different than Intrado's definition from its "Florida Tariff."**

Intrado Comm Response:

The definition proposed by Intrado Comm in connection with the interconnection agreement is not significantly different than the definition contained in Intrado Comm's tariff. Intrado Comm proposes the following definition for "End User" in its interconnection agreement with Embarq:

> "End User" means the individual that subscribes to (subscriber of record) and/or uses the Telecommunications Services provided by Embarq or Intrado Comm.

The only difference between the definitions is the tariff's inclusion of the phrase "that is not a carrier." Intrado Comm's tariff definition was prepared and filed in 2001. While the company updated its tariff to add Intrado Comm's proposed new 911 service to PSAPs, Intrado Comm did not review and revise its entire tariff that was filed many years ago with the intention of offering different services than those under Intrado Comm's current business plan. Intrado Comm's proposed interconnection agreement definition better reflects the services Intrado Comm intends to offer today and those entities that are appropriately classified as end users and eligible to purchase its services under the law. Entities like Vonage are properly classified as end users because they purchase service from telecommunications carriers like other businesses or persons that obtain local exchange services from a local exchange carrier. The FCC has long recognized that wholesale services are included in the definition of "telecommunications service" and that the term "telecommunications service" was not intend to create a retail/wholesale distinction (*Non-Accounting Safeguards Order*, 11 FCC Rcd 21905, ¶ 264 (1996)). A provider of wholesale telecommunications service is a telecommunications carrier and is entitled to interconnection under Section 251 and the regulatory classification of the service provided to the ultimate end user has no bearing on the wholesale provider's rights as a telecommunications carrier to interconnect under section 251 (*Time Warner Cable Request for Declaratory Ruling that Competitive Local Exchange Carriers May Obtain Interconnection Under Section 251 of the Communications Act of 1934, as Amended, to Provide Wholesale Telecommunications Services to VoIP Providers*, 22 FCC Rcd 3513, ¶ 15 (2007)).

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

3. **On page 5, lines 17-20, of her direct testimony, witness Clugy refers to information that is in Embarq's "Florida tariffs." Please provide the specific section and page references of Embarq's "Florida tariffs" that support this testimony.**

Intrado Comm Response:

Please see Embarq's Florida General Exchange Tariff, Section A10, Third Revised Sheet 1, A.1.a. This tariff is attached to the direct testimony of Intrado Comm witness Spence-Lenss at CSL-9 and can also be found on Embarq's website.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

4. **When a PSAP purchases Wireline 911 Network services from Intrado, is the PSAP considered a wholesale or retail customer of Intrado? Please explain your response.**

Intrado Comm Response:

When a PSAP purchases 911/E911 services from Intrado Comm, the PSAP is considered a retail customer of Intrado Comm. The common definition of "retail" is "the sale of goods to the ultimate consumers" according to *Random House Webster's Unabridged Dictionary*. The FCC also has distinguished between "retail" and "wholesale" for the purposes of determining how a customer should be classified. The FCC has found that "wholesale" means a service or product that is an input to a further sale to an end user (*Time Warner Cable Request for Declaratory Ruling that Competitive Local Exchange Carriers May Obtain Interconnection Under Section 251 of the Communications Act of 1934, as Amended, to Provide Wholesale Telecommunications Services to VoIP Providers*, 22 FCC Rcd 3513, ¶ 9 n.19 (2007)). By contrast and similar to the dictionary definition of "retail," the FCC has said that a retail transaction is for the customer's own personal use or consumption (*Time Warner Cable Request for Declaratory Ruling that Competitive Local Exchange Carriers May Obtain Interconnection Under Section 251 of the Communications Act of 1934, as Amended, to Provide Wholesale Telecommunications Services to VoIP Providers*, 22 FCC Rcd 3513, ¶ 9 n. 19 (2007)). The PSAP is the ultimate consumer of the 911/E911 services to be provided by Intrado Comm. The PSAP will not be making a "further sale" to another entity. Classification of the PSAP as a "retail customer" of Intrado Comm is consistent with the way in which Embarq classifies its provision of services to PSAPs. Embarq's 911/E911 service offering is contained in its General Exchange tariff, which is the same tariff that contains all of Embarq's other retail service offerings in Florida (Embarq General Exchange Tariff).

However, whether a CLEC is entitled to Section 251(c) interconnection is not based on the customers it serves. Rather, it is based on whether the CLEC offers telephone exchange service, which Intrado Comm does (see Response to Interrogatory 6(a) and (b)). The FCC has specifically stated that (1) a provider of wholesale telecommunications service is a telecommunications carrier and is entitled to interconnection under Section 251 and (2) the

regulatory classification of the service provided to the ultimate end user has no bearing on the wholesale provider's rights as a telecommunications carrier to interconnect under section 251 (*Time Warner Cable Request for Declaratory Ruling that Competitive Local Exchange Carriers May Obtain Interconnection Under Section 251 of the Communications Act of 1934, as Amended, to Provide Wholesale Telecommunications Services to VoIP Providers*, 22 FCC Rcd 3513, ¶ 15 (2007)).

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

5. **Do you believe Embarq is obligated to modify its network, offerings, procedures, or practices to accommodate Intrado's request for service? If so, please identify all applicable statutes, rules, orders or other pertinent materials which support this belief?**

Intrado Comm Response:

Embarq is obligated to make the requisite changes in its network and operational practices that will accommodate the interconnection of competing local exchange networks and the mutual exchange of traffic between those networks. The FCC has stated that incumbent carriers like Embarq are required to adapt their facilities to interconnection or use by other carriers and an ILEC must accept the novel use of, and modification to, its network facilities to accommodate the interconnector (*Local Competition Order*, 11 FCC Rcd 15499, ¶ 202 (1996)). The FCC recognized that ILEC networks were not designed to accommodate third party interconnection, and the purposes of the federal Telecommunications Act of 1996 would be frustrated if ILECs were not required, at least to some extent, to adapt their facilities. The FCC's rules also require Embarq to provide any technically feasible interconnection arrangement to Intrado Comm (47 C.F.R. § 51.305). The FCC has determined that, if a particular method of interconnection is currently employed between two networks or has been used successfully in the past, a rebuttable presumption is created that such a method is technically feasible for substantially similar network architectures (*Local Competition Order*, 11 FCC Rcd 15499, ¶ 554). Embarq bears "the burden of demonstrating the technical infeasibility of a particular method of interconnection or access at any particular point (*Local Competition Order*, 11 FCC Rcd 15499, ¶ 554).

These principles are even more important with the interconnection of 911/E911 networks. The emergence of a competitive 911/E911 service market will require network and operational modifications to guarantee that PSAPs continue to have all the services, functionality, and interoperability available to them today when the PSAP chooses a competitive provider.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

6. **For the following questions, please refer to the specific portion of Intrado witness Hicks' direct testimony identified at the beginning of each question.**

   a. **Page 12, lines 14-17. Do you believe Intrado is acting as a CLEC when providing 911 Network services? Please explain your response.**

   b. **Page 12, lines 21-22 and page 13 lines 1-2. Please identify all applicable statutes, rules, orders or other pertinent materials, including specific page(s) and/or paragraph(s) numbers where applicable, that support your statement that the interconnection arrangements Intrado needs to offer its PSAP customers service falls squarely within the category of arrangements eligible to be obtained from Embarq via the Section 251(c) process. Please include the specific page(s) and/or paragraph(s) numbers where applicable.**

   c. **Page 32, lines 8-13.**
   (1) If the term "designated" is used to identify the principal party servicing the PSAP, what term would be used when there is a second provider?
   (2) Please provide a definition for the term "designated" as it relates to the party serving the PSAP or municipality.

Intrado Comm Response:

a. Yes, Intrado Comm is acting as a CLEC when it provides 911/E911 services. A CLEC is a competitive local exchange carrier. Under the federal Communications Act, a "local exchange carrier" is any person engaged in the provision of "telephone exchange service" or "exchange access" (47 U.S.C. § 153(26)). "Telephone exchange service" is (1) service within a telephone exchange, or within a connected system of telephone exchanges or (2) comparable service provided by a system of switches, transmission equipment or other facilities by which a subscriber can originate and terminate a telecommunications service (47 U.S.C. § 153(47)). The FCC has determined that the "key component" of telephone exchange service is "'intercommunication' among subscribers within a local exchange area" (*Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 15 FCC Rcd 385, ¶¶ 30-31 (1999)). When providing 911/E911 services to a PSAP, Intrado Comm provides "intercommunication" because it transports the 911 call to the appropriate PSAP and enables the person dialing 911 to talk to someone at the PSAP and the person at the PSAP to respond to the caller. Intrado Comm's 911/E911 services will provide a greater degree of intercommunication than is available in fax communications, which the FCC has declared to be telephone exchange service (*Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 15 FCC Rcd 385, ¶ 21 (1999)).

While I am not an attorney, but the plain language of section 364.02(14), Florida Statutes, states that a "telecommunications company" includes every corporation "offering two-way telecommunications service to the public for hire within this state." In section 364.02(13), the Legislature has said that "service" "is to be construed in its broadest and most inclusive sense." Unquestionably, persons who dial 911 are capable of two-way communications with the 911 call

taker. Moreover, the conversation is occurring over telecommunications lines which Intrado Comm offers for compensation to the PSAP. These lines utilize both the local exchange network provided by the caller's local exchange carrier as well as the Wireline 911 Network provided by Intrado Comm when it is serving as the voice telephone network provider for the PSAP. The fact that the 911 services provided by the ILECs have been tariffed for years by this Commission is certainly recognition that such services are local exchange services – and there is no difference whether they are provided by an ILEC or a CLEC.

Finally, the Florida Legislature has also recognized that 911 services are telecommunications services in its establishment of the State E911 Board and the 911 fees that may be levied. In Section 364.171(2), the Legislature has stated its intent have implemented and continually updated "a cohesive statewide emergency communications number "E911" plan for enhanced services." Further, in Section 364.172(2)(d) the Legislature has said that the 911 fees should be administered "in a manner that is competitively and technologically neutral as to all voice communications services providers." Finally, the Legislature in Section 364.172(9)(b) has found it appropriate for the 911 fee revenues to "be used for next-generation E911 network services." This statutory language very much recognizes that the services Intrado Comm is proposing to provide are "telecommunications service" which would be provided by a CLEC, which is the authorization Intrado Comm has from this Commission.

b. Section 251(c) requires ILECs to provide interconnection for the transmission and routing of telephone exchange service and exchange access (47 U.S.C. § 251(c)(2)). As discussed in the Response to Interrogatory 6(a), Intrado Comm offers telephone exchange service when it provides 911/E911 services to PSAPs. The FCC has defined "interconnection" as "the linking of two networks for the mutual exchange of traffic" (47 C.F.R. § 51.5). The arrangements Intrado Comm seeks in the interconnection agreement are for the purpose of linking two networks - Embarq's network and Intrado Comm's network - for the mutual exchange of 911 calls destined to the other carrier's PSAP end user.

c. (1) In a competitive 911/E911 service market, a PSAP (or other governmental entity) has the right to chose or "designate" the entity from which it seeks to purchase 911/E911 services. This is similar to presubscription. A customer picks a carrier to provide its local, long distance, and in some states, intrastate toll services. Unless the PSAP has specifically selected more than one 911/E911 service provider (*i.e.*, one provider for wireline 911/E911 calls and another provider for wireless 911/E911 calls), there is no "secondary" 911/E911 service provider. If the PSAP does select multiple providers for different types of 911/E911 services, each provider would be the "designated" provider for that type of 911/E911 service. The PSAP's choice of carrier should not be confused with primary and secondary PSAPs, which denotes which PSAP should receive a 911 call in the first instance.

(2) The term "designated" refers to the certificated telecommunications provider that has been chosen by the PSAP or governmental entity to be the provider of 911/E911 services or of ANI, ALI, and selective routing services from the 911/E911 selective router (or its functional equivalent) to the PSAP. The term "designated" is similar to the term "presubscribed" - the PSAP customer has selected which provider it wants to provide its service.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

7. **For the following questions, please refer to the specific portion of Intrado witness Spence-Lenss' direct testimony identified at the beginning of each question.**

a. **Page 6, lines 1-2. What local exchange services does Intrado offer in other states? Are these local exchange services also offered in Florida?**

b. **Page 12, lines 11-13. Please identify all applicable statutes, rules, orders or other pertinent materials, including specific page(s) and/or paragraph(s) numbers where applicable, that support your assertion that 911 and E911 services are local exchange services. Please include the specific page(s) and/or paragraph(s) numbers where applicable.**

Intrado Comm Response:

a. At this time, Intrado Comm intends to provide a competitive 911/E911 local exchange service offering to PSAPs and other municipalities in Florida and in the other states in which Intrado Comm is a certificated carrier.

b. Please see the Response to Interrogatory 6(a) and (b).

Responsible Person:
Carey Spence-Lenss – Vice President of Regulatory and Government Affairs

8. **Does Intrado provide local exchange service to end users? If no, under what circumstances will 911 calls be originated from Intrado's network?**

Intrado Comm Response:

Intrado Comm will provide 911/E911 local exchange services to PSAP end users in Florida. Intrado Comm does not currently provide other types of local exchange service in Florida. Intrado Comm may provide other types of local exchange service in the future as a facilities-based provider or a reseller. At that time, 911 calls will originate on Intrado Comm's network.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

9. If there are no circumstances where 911 calls will be originated from Intrado's network, please explain specifically why 911/E911 Service calls should be included in the type of traffic to be exchanged by the parties over local interconnection trunks.

Intrado Comm Response:

911/E911 calls, whether originated on Intrado Comm's network or originated on Embarq's network, are like any other local telephone exchange traffic. At this point in time, while Intrado Comm may not serve as the originating carrier for a person making a 911 call, Intrado Comm certainly is the terminating carrier for the 911 call, delivering it to the person who answers the call at the PSAP location. This type of two-way call completion between Embarq and Intrado Comm is fundamentally no different than any other two-way communication occurring between two local carriers, one of which is the originating service provider and the other of which is the terminating carrier. There may be additional features and services that are also offered to the PSAP as the terminating customer, like ANI and ALI, but fundamentally the ANI feature is no different than any other terminating customer who subscribes to caller ID or other calling features. In addition, the interconnection agreement between Intrado Comm and Embarq is not limited to Intrado Comm's provision of 911/E911 services to PSAPs. Intrado Comm may offer additional local exchange services in the future and will require interconnection arrangements with Embarq to offer those services also. Local interconnection trunks are for traffic that originates or terminates in a local area or has been classified as Section 251(b)(5) traffic.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

10. Why should Embarq be required to maintain company codes and identifiers to interconnect and terminate 911/E911 traffic on Intrado's network? Please explain why such a requirement is necessary.

Intrado Comm Response:

This Interrogatory concerns Issue 9. The Parties resolved Issue 9 after the filing of direct testimony.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

11. Does any Intrado entity currently provide local exchange service in Florida? If so, please identify any such Intrado entities.

Intrado Comm Response:

Intrado Comm is the only "Intrado entity" certified to provide local exchange service in Florida. Intrado Comm does not currently provide local exchange service in Florida. Intrado

Comm needs mutually beneficial interconnection arrangements with ILECs like Embarq before it can provide local exchange services in Florida. Intrado Comm's customers need to be able to receive and make calls to all other customers regardless of who those customers have selected to be their telephone service provider. In a competitive environment, 251 interconnection ensures that all customers can call each other regardless of their service provider choice.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

12. What are the requirements of NENA concerning interconnection and the termination of 911/E911 traffic on other carrier's networks?

Intrado Comm Response:

NENA Technical Information Document on Network Quality Assurance (NENA 03-501) has the following requirements for 911/E911 trunking in general:

(1) Section 3.2 – Network diversity. The connection between 9-1-1 nodes (central offices, selective routers, ALI computers, etc.) must be route diverse, meaning that there must be a minimum of two trunks/circuits and each must travel a separate physical path.

(2) Section 5 – Minimum Trunking Requirements: E9-1-1 trunking must be designed at a minimum of P.01 grade of service, meaning that no more than one 9-1-1 call attempt out of 100 will be blocked during the average busy hour.

This document may be found at the NENA Internet site at http://www.nena.org/media/File/03-501_20051003.pdf.

NENA Technical Information Document on SS7 Guidelines for Wireline and VoIP (NENA 03-503) provides interconnection matrix and call signaling scenarios for carriers providing E911 interconnection. The data is extensive and may be found for download on the NENA Internet site at http://www.nena.org/media/File/03-503_20051020.pdf.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

13. a. By way of clarification, is it Intrado's position that obligations to maintain company codes and identifiers to interconnect and terminate 911/E911 traffic arise under a 251(c) interconnection agreement?

b. If the answer to (a) is negative, please clarify Intrado's position as to which statutory framework pertains to maintaining company codes and identifiers to interconnect and terminate 911/E911 traffic.

c. Under what circumstances, if any, would Embarq be required to maintain company codes and identifiers pursuant to section 251(c)?

Intrado Comm Response:

This Interrogatory concerns Issue 9. The Parties resolved Issue 9 after the filing of direct testimony.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

14. For purposes of the following request, please refer to the direct testimony of Intrado witness Clugy, page 4, lines 12-15.

a. Is Intrado a member of National Emergency Number Association (NENA)?

b. If the response to (a) is affirmative, is Intrado bound by the standards and guidelines set forth by NENA?

Intrado Comm Response:

a. Intrado Comm is a member of NENA through its parent company Intrado Inc. Intrado Comm and Intrado Inc. have supported NENA since its inception, contributing both financially and through the involvement of Intrado Inc. and Intrado Comm employees.

b. NENA is not a Standards Development Organization ("SDO"), and thus does not set standards. Although NENA is not a SDO, Intrado Comm strives to adopt and support NENA's recommendations for standards. The Alliance for Telecommunication Industry Solutions– Emergency Service Interconnection Forum ("ATIS-ESIF") serves as the premiere SDO for the creation of standards in support of public safety telecommunications services. Intrado Comm actively participates in (and in many cases leads) several of the active ESIF subcommittees, and an Intrado Comm employee holds the position of First Vice Chair of the ESIF Leadership and Advisory Group.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

15. For purposes of the following request, please refer to the direct testimony of Intrado witness Clugy, page 4, lines 15-16, where it is stated that ". . . Embarq requires Intrado Comm to maintain similar identifiers and codes."

a. Are the company codes and identifiers referred to above only for the exchange of 911/E911 traffic?

b. If the response to (a) is negative, what other types of traffic utilize the specific company codes and identifiers referred to in (a)?

Intrado Comm Response:

This Interrogatory concerns Issue 9. The Parties resolved Issue 9 after the filing of direct testimony.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

16. Please identify any FCC orders, state commission orders, or court decisions in which an ILEC was required to maintain company codes and identifiers to interconnect and terminate 911/E911 traffic on another carrier's network pursuant to section 251(c).

Intrado Comm Response:

This Interrogatory concerns Issue 9. The Parties resolved Issue 9 after the filing of direct testimony.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

17. a. Will the commission's decision on this issue affect compensation arrangements between Embarq and Intrado?

b. If the response to (a) is affirmative, please explain how the compensation would differ if the requirements arises pursuant to section 251(a), as opposed to section 251(c)?

Intrado Comm Response:

a. It depends on what Staff means by "compensation arrangements." If Staff is referring to intercarrier compensation, no, the Commission's decision will have no effect. The Parties have agreed that neither Party will collect intercarrier compensation from the other Party for the exchange of 911/E911 service traffic. If Staff is referring to any other compensation arrangements, the answer is yes. Intrado Comm will charge Embarq when it connects to Intrado Comm's network just as Embarq charges Intrado Comm and other service providers when they connect to the Embarq selective router.

b. There is no difference.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

18. Does Intrado believe utilizing a third-party auditor, as opposed to an in-house auditor, would produce more objective results?

Intrado Comm Response:

Yes, it is likely that an independent, third-party auditor would produce more objective results. However, Intrado Comm's proposal to use third-party auditors is not geared only toward producing more objective results. Rather, Intrado Comm seeks to ensure that the audit power given to Embarq under the interconnection agreement is not misused. Independent, third-party auditors will ensure that Embarq cannot use the audit process in an anti-competitive manner, such as using the audit to distract resources from Intrado Comm's provision of services to Florida consumers.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

19. What are the advantages and disadvantages to utilizing third-party auditors for handling interconnection billing disputes?

Intrado Comm Response:

Intrado Comm sees no disadvantages to using third-party auditors. As discussed in the Response to Interrogatory 18, third-party auditors ensure that audits are conducted for the proper reasons, and would produce more objective results and therefore limit the arguments between the Parties - Parties that are already questioning the accuracy of the other Party's accounting. It is unlikely that either Party would challenge a third-party auditor in the same way they would challenge each other's in-house personnel. The use of third-party auditors also eases any confidentiality concerns. The advantages of using third-party auditors is supported by the fact that nearly every other major ILEC permits or requires the use of third-party auditors in their interconnection agreements. Examples of these agreements are attached at Attachment No. 19.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

20. Does Intrado require that a third-party auditor have experience in auditing telecommunication matters prior to their retention?

Intrado Comm Response:

Most auditing firms have experience in telecommunications matters. This Commission has recognized that Deloitte & Touche, BearingPoint, Ernst & Young, and PricewaterhouseCoopers are acceptable auditors for telecommunications matters (Docket No. 040130-TP, Order No. PSC-05-0975-FOF-TP). The FCC also has recognized the qualifications of these four auditing firms to conduct telecommunications-related audits. Given the numerous types of telecommunications-related audits that are required under state and federal regulations,

in addition to the general audits required under federal law, it is not difficult to find a third-party auditor with experience in auditing telecommunications matters.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

21. Does Intrado employ any full time nationally accredited auditors for handling interconnection billing disputes?

Intrado Comm Response:

Intrado Comm has not had a need to employ a third-party auditor for interconnection billing disputes as it has not yet experienced any such disputes.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

22. If it is recommended by this commission that a third-party auditor, as opposed to in-house auditors, were to be used, under what terms and conditions should the auditor be selected?

Intrado Comm Response:

Embarq and Intrado Comm should be able to agree to the third-party auditor to be used for the audit. If the Parties were unable to agree, they could seek Commission assistance. Intrado Comm would also be amenable to including a specific list of available auditors as an attachment to the interconnection agreement as the Commission has done in the past (Docket No. 040130-TP, Order No. PSC-05-0975-FOF-TP).

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

23. a. Does the ICA language Intrado proposes requiring third-party auditors cover all types of audits?

b. If the response to (a) is negative, please detail what types of audits that a third-party auditor would be used.

Intrado Comm Response:

a. Yes, it would cover any "Audit" as that term is defined in the interconnection agreement.

b. The interconnection agreement distinguishes between "Audits" and "Examinations." An "Audit" is a comprehensive review of bills, and the Parties are permitted to conduct an Audit once per twelve (12) month period. By contrast, an "Examination" is an inquiry into a specific

element of or process related to bills for services performed, and the Parties may conduct unlimited Examinations as they deem necessary. Intrado Comm's proposal for using a third-party auditor would cover only "Audits" – the Parties would still use in-house personnel to conduct Examinations.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

24. For purposes of the following request, please refer to the direct testimony of Intrado witness Hicks, page 29, line 15 through page 30, line 4.

a. Please explain why Intrado's proposed language regarding the process for Embarq ordering services from Intrado should be included in the ICA.

b. Please explain why Intrado's proposed language regarding the process for Embarq ordering services from Intrado should not be in a commercial agreement.

c. Please identify any carriers with whom Intrado has ICAs that specify how the carrier will order services from Intrado.

d. Please identify which carriers have language in their ICAs identical to that proposed by Intrado in this proceeding.

e. Please identify the Intrado-provided services that Embarq may order, and under what circumstances Embarq would order them.

Intrado Comm Response:

a. The interconnection agreement sets forth the Parties' reciprocal interconnection obligations and the terms and conditions governing their co-carrier relationship. Intrado Comm's ordering process should be set forth in the interconnection agreement just as Embarq's ordering process is. The ordering process is a logical component of the linking of the Parties' two networks for the mutual exchange of traffic (47 C.F.R. § 51.5 (defining "interconnection")).

b. Please see the Response to Interrogatory 24(a).

c. Not applicable. Intrado Comm and its affiliates have entered into two other Section 251 interconnection agreements with AT&T affiliates in Illinois and California, as well agreements with Qwest. These agreements, however, pre-date Intrado Comm's rollout of its 911/E911 service offering to PSAPs and completion of the Intelligent Emergency Network®.

d. Not applicable. Intrado Comm's existing interconnection agreements pre-date Intrado Comm's rollout of its 911/E911 service offering to PSAPs and completion of the Intelligent Emergency Network®.

e. When Intrado Comm is the designated 911/E911 service provider, Embarq would be required to deliver its end users' 911 calls to Intrado Comm's network just as any other local provider, CLEC, wireless, VoIP, or other such provider, would have to do. To do so, Embarq would be required to "order" access to Intrado Comm's network so Embarq's end users are able to reach PSAPs served by Intrado Comm upon dialing 911. In addition, when an Embarq-served PSAP requests the ability to send or receive call transfers to or from an Intrado Comm-served PSAP, Embarq will likely need to "order" access to Intrado Comm's network for one direction of the call transfer while Intrado Comm will "order" access to Embarq's network in the opposite direction of the call transfer. The majority of the services that Embarq will order from Intrado Comm are "access ports" so that Embarq may terminate traffic on Intrado Comm's network. The charges proposed by Intrado Comm are similar to the entrance facility and port charges imposed by Embarq on competitors for interconnection to Embarq's network.

Responsible Person:
Thomas Hicks – Carrier Relations

25. For the following questions, please refer to the specific portion of Intrado witness Hicks' direct testimony identified at the beginning of each question.

a. Page 14, lines 10-12. Do you believe that Embarq has that capability in its current network configuration to accomplish this, and if No, please elaborate?

b. Page 14, lines 13-15. Do you believe that Embarq currently has the ability to sort incoming calls at their originating switch, and if not, what network enhancements, if any, are needed to provide this function?

c. Pages 15, linc 19 through Page 16, line 14. Doe you know what type of interconnection arrangements fro selective router trunking Embarq has with other ILECs and/or CLECs, and if so, could you please identify them?

d. Page 19, line 19 through Page 20, line 5. Do you believe it is technically feasible for Embarq to switch 911/E911 calls, after the originating office processes the calls, to one selective router serving the appropriate PSAP, without going through multiple router locations? Please explain your answer.

e. Page 7, lines 18-20. Does Intrado currently provide any contracted services to Embarq as it relates to the provisioning of 911/E911 services? If so, please elaborate.

f. Page 27, lines 6-9. Do you believe that Embarq's current network design will support diversity, redundancy and reliability in accordance with state or

local 911 rules as it relates to inter-selective router trunking? If not, please explain why not?

g. **Page 24, lines 1-6. What "failure" is taking place to prevent inter-selective router transfers between PSAPs, and why?**

h. **Two statements on Page 25 appear to conflict with one another. Please examine lines 1-2, and then lines 14-16. Please elaborate on what is expressed in this testimony.**

Intrado Comm Response:

a. Yes. Because trunk capacities are based upon existing traffic volumes, it is very likely that such a network configuration would simply involve dividing the existing 911 trunk group into two separate trunk groups.

b. Assuming Embarq utilizes computerized analog or digital central offices throughout the state of Florida, no software upgrades should be necessary. However, such functionality would require Embarq personnel to establish end office screening tables (much like that used for toll pre-subscription choices) to route 911 calls over the appropriate 911/E911 trunks based upon the line attributes automatically assigned to the line during service order provisioning processes. This is further discussed in our rebuttal testimony.

c. As Embarq has indicated in its testimony, it interconnects and has agreements with other carriers to either receive 911 calls from another ILEC's end users or to send Embarq's end users' 911 calls to another ILEC. Assuming the "sample" commercial agreement provided in Embarq's testimony (Exhibit JMM-8) is from a validly executed agreement, Intrado Comm finds it inappropriate that Embarq and other party to the commercial agreement to ***both bill the E911 Authority*** (Embarq Testimony Exhibit JMM-8, Page 13 of 16, Section 1.1) for selective routing and ALI database services. Such arrangements are unacceptable because such agreements and practices result in Embarq billing public safety for selective routing and ALI database services when Embarq has not been selected by the E911 Authority to serve as the E911 Authority's designated 911/E911 service provider. Such an approach runs counter to the Commission Staff's recommendations in which Staff stated "The law is clear that telecommunications companies may not charge for services they do not provide. Section 364.604(2) provides that "[a] customer shall not be liable for any charges for telecommunications or information services that the customer did not order or that were not provided to the customer."

d. Yes. It is Intrado Comm's understanding that Embarq employs central offices possessing the capability to select the appropriate outgoing trunk group interconnected to the appropriate selective router dependent upon the line attributes established by the caller (see Response to Interrogatory 25(b) above). Embarq, however, has not integrated the Master Street Address Guide ("MSAG") into its service order provisioning systems. This may be due to the fact that Embarq has no incentive to do so because it receives compensation for service order error correction from public safety. This is further discussed in our rebuttal testimony.

e. No. Intrado Comm does not currently provide any contracted services to Embarq.

f. Intrado Comm is unaware of the level of diversity, redundancy and reliability of Embarq's current network designs as it relates to inter-selective routing. Embarq, however, is likely to possess the capabilities to meet state or local requirements. It is further Intrado Comm's understanding that no current state or local rules are currently in place for inter-selective routing diversity, redundancy or reliability, but simply a requirement for public safety agencies to develop and submit a plan for approval by the E911 board.

g. The failure contemplated in Intrado Comm's testimony is the failure in many instances to enable PSAPs to transfer 911 calls via the 911/E911 network to PSAPs served by another 911/E911 service provider, along with the display of ALI to the PSAP receiving the transfer. Such capabilities are especially critical for wireless 911 calls where the tower/sector coverage area overlaps PSAP jurisdictional boundaries and where the PSAPs are being served by separate and distinct 911/E911 service providers. When wireless 911 calls from these "overlapping" wireless serving areas are passed to a PSAP and the PSAP recognizes a need to transfer the call to the bordering PSAP outside of its current 911/E911 network, it is important that such call transfers occur via the native 911/E911 network so that the pANI number associated with the call is transferred along with the voice ***and*** that both 911/E911 service providers have the pANI ranges associated with the cell site/sector stored in their ALI steering tables so caller location information may be retrieved. It is Intrado Comm's understanding that such interconnection arrangements are not in place in Florida today, so Intrado Comm has introduced language into the Section 251(c) interconnection agreement that will enable such capabilities. Intrado Comm is uncertain why the existing 911/E911 service providers in Florida have not proactively addressed this current deficiency.

h. The first statement is intended to reinforce that Section 251 is the appropriate framework for defining the interoperability methods necessary to effectuate the capabilities similar to that defined in the Response to Interrogatory 25(g) above. The second statement is a declaration that, while Intrado Comm recognizes that the decision to deploy inter-selective router trunking rests purely with public safety and their defined expectations, a separate formal commercial agreement outside of the Section 251 process should not be necessary since the methods for employing such interoperability would be defined in the Section 251 interconnection agreement. A simple order placed by a public safety agency with its designated 911/E911 service provider should be ample to initiate the services.

Responsible Person:
Thomas Hicks – Carrier Relations

26. Should the language of the ICA contain provisions for the PSAP's inclusion in the process and facility requirements as to how their particular traffic may be routed, if not, why?

Intrado Comm Response:

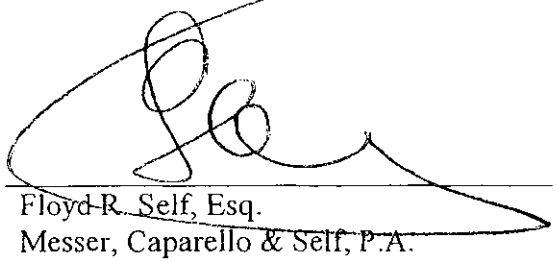
The PSAP should be involved in defining 911 call routing requirements, such as alternate routing, back up routing, default routing, night transfer routing, call transfer routes, etc., with its designated 911/E911 service provider. Most public safety agencies, however, lack the technical expertise to design and define network architectures and/or configurations that will ensure the most reliable and efficient networking and interoperability arrangements are utilized. In a competitive 911/E911 environment, 911/E911 service providers failing to satisfy the operational expectations of their public safety customer will undoubtedly lose business if they fail to deploy innovative efficient and reliable solutions. There is no need for the interconnection agreement to require PSAP involvement because the competitive market will dictate the level of PSAP involvement.

Responsible Person:
Thomas Hicks – Carrier Relations

Respectfully submitted this 29th day of May, 2008.

Respectfully submitted,

INTRADO COMMUNICATIONS INC.



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TEMPLATE INTERCONNECTION AGREEMENT

TERMS AND CONDITIONS FOR INTERCONNECTION, UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES, AND RESALE OF TELECOMMUNICATIONS SERVICES

BETWEEN

Qwest Corporation

and

[COMPANY]

For the State of [STATE]

March 20, 2008

Agreement Number
CDS-xxxxxx-xxxx

Section 18.0 - AUDIT PROCESS

18.1 Nothing in this Section 18 shall limit or expand the Audit provisions in the Performance Assurance Plan (PAP). Nothing in the PAP shall limit or expand the Audit provisions in this Section 18. For purposes of this section the following definitions shall apply:

18.1.1 "Audit" shall mean the comprehensive review of the books, records, and other documents used in providing services under this Agreement. The term "Audit" also applies to the investigation of company records, back office systems and databases pertaining to Loop information.

18.1.2 "Examination" shall mean an inquiry into a specific element or process related to the above. Commencing on the Effective Date of this Agreement, either Party may perform Examinations as either Party deems necessary.

18.2 This Audit shall take place under the following conditions:

18.2.1 Either Party may request to perform an Audit or Examination.

18.2.2 The Audit or Examination shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

18.2.3 The Audit or Examination shall occur during normal business hours. However, such Audit will be conducted in a commercially reasonable manner and both Parties will work to minimize disruption to the business operations of the Party being audited.

18.2.4 There shall be no more than two (2) Audits requested by each Party under this Agreement in any twelve (12) month period. Either Party may audit the other Party's books, records and documents more frequently than twice in any twelve (12) month period (but no more than once in each quarter) if the immediately preceding audit found previously uncorrected net variances, inaccuracies or errors in invoices in the audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable for the affected services during the period covered by the Audit.

18.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

18.2.6 The location of the Audit or Examination shall be the location where the requested records, books and documents are retained in the normal course of business.

18.2.7 All transactions under this Agreement which are over twenty-four (24) months prior to the date of request will be considered accepted and no longer subject to Audit. In the event an audit is initiated, the Parties agree to retain records of all transactions under this Agreement for at least twenty-four (24) months and all subsequent transactions will also be subject to audit.

18.2.8 Audit or Examination Expenses

18.2.8.1 Each Party shall bear its own expenses in connection with

conduct of the Audit or Examination. The requesting Party will pay for the reasonable cost of special data extractions required by the Party to conduct the Audit or Examination. For purposes of this section, a "Special Data Extraction" means the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to the requesting Party's specification and at that Party's expense, the requesting Party will specify at the time of request whether the program is to be retained by the other Party for reuse for any subsequent Audit or Examination.

18.2.8.2 Notwithstanding the foregoing, the non-requesting Party shall pay all of the requesting Party's commercially reasonable expenses in the event an Audit or Examination identifies a difference between the amount billed and the amount determined by the Audit that exceeds five percent (5%) of the amount billed and results in a refund and/or reduction in the Billing to the requesting Party.

18.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor, which agreement will not be unreasonably withheld or delayed by the non-requesting Party. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit subject to Section 18.2.8.2.

18.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties. The portion of this expense borne by the requesting Party shall be borne by the non-requesting Party if the terms of Section 18.2.8.2 are satisfied.

18.2.11 Adjustments, credits or payments will be made and any corrective action must commence within thirty (30) Days after the Parties' receipt of the final Audit report to compensate for any errors and omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. The interest rate payable shall be in accordance with Commission requirements. In the event that any of the following circumstances occur within thirty (30) business days after completion of the Audit or Examination, they may be resolved at either Party's election, pursuant to the Dispute Resolution Process; (i) errors detected by the Audit or Examination have not been corrected; (ii) adjustments, credits or payments due as a result of the Audit or Examination have not been made, or (iii) a dispute has arisen concerning the Audit or Examination.

18.2.12 Neither the right to examine and Audit nor the right to receive an adjustment will be affected by any statement to the contrary appearing on checks or otherwise.

18.2.13 This Section will survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of the Agreement.

18.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement in Section 5.16. The non-requesting Party reserves the right to require any non-

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employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, CLEC and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an Affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such Affiliate's disaggregated data, as required by reasonable needs of the Audit. Information provided in an Audit or Examination may only be reviewed by individuals with a need to know such information for purposes of this Section 18 and who are bound by the nondisclosure obligations set forth in Section 5.16. In no case shall the Confidential Information be shared with the Parties' retail marketing, sales or strategic planning.

18.3.1 Either Party may request an Audit of the other's compliance with this Agreement's measures and requirements applicable to limitations on the distribution, maintenance, and use of proprietary or other protected information that the requesting Party has provided to the other. Those Audits shall not take place more frequently than once in every three (3) years, unless cause is shown to support a specifically requested Audit that would otherwise violate this frequency restriction. Examinations will not be permitted in connection with investigating or testing such compliance. All those other provisions of this Section 18 that are not inconsistent herewith shall apply, except that in the case of these Audits, the Party to be audited may also request the use of an independent auditor.

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Note: This page is not part of the actual signed contract/amendment, but is present for record keeping purposes only.

CLEC Agreement With

<customer_name>

Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

8.3.2 Percent Local Facility (PLF). Each Party shall report to the other a PLF factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

8.3.3 Percent Interstate Usage (PIU). Each Party shall report to the other the projected PIU factors, including but not limited to PIU associated with facilities (PIUE) and Terminating PIU (TPIU) factors. The application of the PIU will determine the respective interstate traffic percentages to be billed at BellSouth's FCC No. 1 Tariff rates. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in AT&T's intrastate Access Services Tariff will apply to <customer_short_name>. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local traffic and facilities. The intrastate toll traffic shall be billed at AT&T's intrastate Access Services Tariff rates. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

8.3.4 Notwithstanding the provisions in Sections 8.3.1, 8.3.2, and 8.3.3 above, where AT&T has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at AT&T's option, be utilized to determine the appropriate jurisdictional reporting factors (i.e., PLU, PIU, and/or PLF), in lieu of those provided by <customer_short_name>. In the event that AT&T opts to utilize its own data to determine jurisdictional reporting factors, AT&T shall notify <customer_short_name> at least fifteen (15) days prior to the beginning of the calendar quarter in which AT&T will begin to utilize its own data.

8.3.5 Audits. On thirty (30) days written notice, <customer_short_name> must provide AT&T the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. <customer_short_name> shall retain records of call detail for a minimum of nine (9) months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by <customer_short_name>. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by an independent auditor chosen by AT&T. The audited factor (PLF, PLU and/or PIU) shall be adjusted based upon the audit results and shall apply to the usage for the audited period through the time period when the audit is completed, to the usage for the quarter prior to the audit period, and to the usage for the two (2) quarters following the completion of the audit. If, as a result of an audit,

<customer_short_name> is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, <customer_short_name> shall reimburse AT&T for the cost of the audit.

8.4 Compensation for IntraLATA 8XX Traffic. <customer_short_name> shall pay the appropriate switched access charges set forth in the AT&T's intrastate Access Services tariff and/or BellSouth's FCC No. 1 Tariff. <customer_short_name> will pay AT&T the database query charge as set forth in the applicable AT&T intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. <customer_short_name> will be responsible for any applicable Common Channel Signaling (SS7) charges.

8.4.1 Records for 8XX Billing. Where technically feasible, each Party will provide to the other Party the appropriate records, in accordance with industry standards, necessary for billing intraLATA 8XX providers. The records provided will be in a standard EMI format.

8.4.2 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD). AT&T's provision of 8XX TFD to <customer_short_name> requires interconnection from <customer_short_name> to AT&T's 8XX Signal Channel Point. Such interconnections shall be established pursuant to AT&T's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. <customer_short_name> shall establish SS7 interconnection at the AT&T LSTPs serving the AT&T 8XX Signal Channel Points that <customer_short_name> desires to query. The terms and conditions for 8XX TFD are set out in the appropriate AT&T Access Services Tariff.

8.5 Mutual Provision of Switched Access Service

8.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any PSTN interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method or method of originating or terminating the call, a call that originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or a call in which the Parties' Switched Access Services are used for the origination or termination of the call, shall be considered Switched Access Traffic.

8.5.2 If an AT&T end user chooses <customer_short_name> as their presubscribed interexchange carrier, or if an AT&T end user uses <customer_short_name> as an interexchange carrier on a 101XXXX basis, AT&T will charge <customer_short_name> the appropriate AT&T tariff charges for originating switched access services.

8.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff, as appropriate.

[AMENDED, EXTENDED AND RESTATED] AGREEMENT

by and between

CLEC Full Name TXT

and

VERIZON COMPANY FULL NAME 1 TXT

FOR THE STATE OF

[STATE]

rendered by Verizon or a Verizon Affiliate in any twelve (12)-month period, Verizon may, at its option, demand (and ***CLEC Acronym TXT*** shall provide) additional assurance of payment, consisting of monthly advanced payments of estimated charges as reasonably determined by Verizon, with appropriate true-up against actual billed charges no more frequently than once per Calendar Quarter.

6.4 [Intentionally Left Blank].

6.5 [Intentionally Left Blank].

6.6 Verizon may (but is not obligated to) draw on the letter of credit upon notice to ***CLEC Acronym TXT*** in respect of any amounts to be paid by ***CLEC Acronym TXT*** hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.

6.7 If Verizon draws on the letter of credit, upon request by Verizon, ***CLEC Acronym TXT*** shall provide a replacement or supplemental letter of credit conforming to the requirements of Section 6.3.

6.8 Notwithstanding anything else set forth in this Agreement, if Verizon makes a request for assurance of payment in accordance with the terms of this Section, then Verizon shall have no obligation thereafter to perform under this Agreement until such time as ***CLEC Acronym TXT*** has provided Verizon with such assurance of payment.

6.9 The fact that a letter of credit is requested by Verizon hereunder shall in no way relieve ***CLEC Acronym TXT*** from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by this Agreement.

7. Audits

7.1 Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party's bills. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Audited Party having an aggregate value of at least $1,000,000.

7.2 The audit shall be performed by independent certified public accountants selected and paid by the Auditing Party. The accountants shall be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.

7.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills.

7.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

8. Authorization

8.1 Verizon represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the ***Incorporation State-Commonwealth TXT*** of ***Incorporation State TXT*** and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

8.2 ***CLEC Acronym TXT*** represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the ***CLEC Incorporation State-Commonwealth TXT*** of ***CLEC State of Incorporation MC***, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

8.3 ***CLEC Acronym TXT*** Certification.

Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as ***CLEC Acronym TXT*** has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in the State of [State]. ***CLEC Acronym TXT*** shall not place any Orders under this Agreement until it has obtained such authorization. ***CLEC Acronym TXT*** shall provide proof of such authorization to Verizon upon request.

9. Billing and Payment; Disputed Amounts

9.1 Except as otherwise provided in this Agreement, each Party shall submit to the other Party on a monthly basis in an itemized form, statement(s) of charges incurred by the other Party under this Agreement.

9.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or (b) twenty (20) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer.

9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution.

9.4 Charges due to the billing Party that are not paid by the Due Date, shall be subject to a late payment charge. The late payment charge shall be in an

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intrado Communications, Inc. for arbitration of certain rates, terms, and conditions for interconnection and related arrangements with Embarq Florida, Inc., pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Section 364.162, F.S.	DOCKET NO. 070699-TP DATED: JUNE 9, 2008

INTRADO COMMUNICATIONS INC.'S
RESPONSES TO STAFF'S SECOND SET OF INTERROGATORIES (Nos. 27-47)

Intrado Communications Inc. ("Intrado Comm"), by its attorneys, hereby respectfully responds to the Florida Public Service Commission ("Commission") Staff's Second Set of Interrogatories (Nos. 27-47) as follows:

INTERROGATORIES

27. **Please refer to page 19, lines 13-15 of Intrado witness Hicks' direct testimony. Please explain the technical and regulatory reasons why Intrado wants a "minimum of two . . . POIs."**

Intrado Comm believes it is in the public interest to require a minimum of two geographically diverse POIs (typically regionally diverse) for the mutual exchange of traffic between 911 networks. This requirement complies with the 911 network recommendations of the FCC chartered Network Reliability and Interoperability Council ("NRIC"). Intrado Comm's 911 emergency network consists of a secure managed IP network from the Intrado Regional Collocation ("RCL") gateways and the Intrado Comm served PSAPs. Intrado Comm's RCL gateways serve as the interface for traditional Time Division Multiplex ("TDM") circuit switch local exchange providers. Intrado Comm's network design consists of three geographically diverse RCL gateways so as to provide consistent diversity and redundancy to the managed IP network serving the PSAPs. This permits a gateway to be taken out of service for maintenance and continue to have two other RCL gateways on line providing redundancy and diversity. Intrado Comm recommends interconnection to all three diverse RCL gateways, but only inserted language requiring local exchange providers to interconnect to two. Intrado Comm is not adverse to a minimum of two POIs for interconnection on the Embarq network when Embarq has been designated as the E911 Services provider. However, the current Embarq interconnection agreement makes no provisions for multiple POIs for 911 interconnection, primarily because it does not provide dual selective routing arrangements for the PSAPs it serves. Multiple POIs are typically deployed for load balancing purposes and predicated upon traffic volume, whereas 911 traffic generally will not reach the threshold established for load balancing. Further, Embarq requires that the

POI for 911 traffic should be the 911 Selective Router. In Embarq 911 deployments where a single Selective Router is used this architecture defeats the purpose of establishing multiple POIs for 911. Intrado Comm fully intends on establishing multiple and diverse paths to the Embarq network, likely including the Embarq Selective Router as one of those points. However, unless there is a dual selective router serving arrangement, connecting to a single Embarq selective router does not provide full system diversity as recommended by NRIC. Intrado Comm is not aware of any regulatory requirement to establish multiple POIs for 911 network interconnection.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

28. **Please refer to page 19, lines 17-19 of Intrado witness Hicks' direct testimony for the following questions:**

a. Please identify any technical and regulatory support for the assertion that "Embarq either uses mid-span meet points with adjacent ILECs for the transport of 911/E911 traffic to the appropriate PSAP or transports traffic to the selective router of the 911/E911 provider."

b. Does Embarq compete with any adjacent ILECs to provide 911 service to PSAPs? Please explain your answer.

a. Where Embarq has PSAPs located in the Embarq franchise area and is not providing E911 Selective Routing services, Embarq typically transports its end users' E911 calls via interoffice facilities Embarq maintains with adjacent ILECs that may provide the Selective Routers in the same LATA as the Embarq end user. These interoffice facilities are generally the same facilities used to transport traffic to access tandems serving the LATA. Also, where Embarq has many end offices concentrated in a LATA it may provide a Selective Router to serve the PSAPs within its franchise territory. This router may also be used to route E911 calls from other non-dominant carriers or independent companies (ICO). The incumbent LECs (Embarq and ICO) have commonly established meet points designed to serve as a demarcation point for the maintenance of these interoffice facilities.

b. These meet point arrangements were arranged either by verbal agreements or private joint provisioning agreements designed to facilitate the exchange or pass-through of traffic on these interoffice facilities. These serving arrangements were not established to facilitate competition between Embarq and its neighboring franchise LECs, but instead to enable each company to serve customers within its respective franchise territory. If Embarq is providing Selective Routing services to PSAPs within its franchise area and the neighboring ILEC provides E911 services via its own Selective Router, then Embarq will generally establish what it deems as "primary" and "secondary" serving arrangements that will enable Embarq to continue to interconnect its Embarq end offices to an Embarq Selective Router instead of to another company's E911 Selective Router. This arrangement generally is used when an Embarq end office's subscribers are served by more than one PSAP and one of those PSAPs is located outside Embarq's franchise area and is served by the neighboring LEC's Selective Router. These are not competitive situations, but are instead "franchise management." The

determination of which 911 network Embarq will interconnect such end offices is based upon which 911 network is serving the predominant number of Embarq end users being provided local exchange services by that end office.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

29. **Please refer to page 20, lines 1-4 of Intrado witness Hicks' direct testimony for the following questions.**

    a. **Please identify any technical and regulatory support for the assertion that "[T]here should be only one stage of E911 switching after the originating office processes the call."**

    b. **How does only one stage of switching "ensure the greatest degree of reliability?" Please explain your answer.**

Intrado Comm Response:

a. Technically, the ability to switch a 911 call requires several process steps. Simply, call processing logic for E911 service requires the network to:

1. receive call routing digits and wireline caller's telephone number from the transmitting central office over a transport facility (e.g., copper, fiber, air);
2. interpret the routing digits received as a 911 call type;
3. use the caller's telephone number to index into the appropriate call routing translation tables (i.e., Selective Routing Data Base ("SRDB"));
4. identify the Emergency Service Number ("ESN") stored in the SRDB with the caller's telephone number via a previously stored line attribute for the caller;
5. translate the ESN line attribute to a routing index to query trunk translation tables to determine which outgoing trunk group the call will be switched to and the appropriate signaling to be transmitted over the outgoing trunk group;
6. seize an available outgoing trunk from the trunk group selected (or over a trunk from the appropriate alternate route trunk group if all trunks are busy in the primary trunk group),
7. pass the properly formatted digits over the chosen trunks in accordance with trunk group translation table entries for the trunk group chosen; and
8. cut through the voice path upon answer at the PSAP.

Technically, failure could occur during any stage of the call process logic steps if the switch routing tables are not pre-provisioned properly, if the caller's telephone number data in the SRDB fails to contain the most current information for that caller, or if a hardware or software error occurs.

b. By introducing a second stage of switching into the E911 call completion process, the potential points of failure are more than doubled because errors may also be introduced into the varied provisioning platforms and database systems used to provision the trunk and data tables contained in each switch. To successfully process a 911 call in the manner commonly deployed by Embarq where two Wireline E911 Network service providers are involved (*i.e.*, primary and secondary routing), both switching stages must be provisioned using common source data (the

caller's telephone number, address location and Master Street Address Guide ("MSAG"). As only one Wireline 911 Network service provider will be chosen by an E911 Controlling Authority to serve as the "designated" service provider, the potential for the provisioning information to get out of synchronization between the service providers or be misapplied increases the risks of failure. Further, the overall Wireline E911 Network service quality delivered by the competitive provider that is designated to provide E911 services remains within the control of Embarq.

Intrado Comm's network design limits the exposure of a switching system's failure to an end office level, thereby exposing a smaller subset of customers the risk of an ILEC's call processing failure. By switching *all* 911 traffic through another switching stage within the ILEC's network, an entire community is exposed to one central office's loss of call processing (their Control Office), be it related to weather (e.g., Hurricane Katrina type event) or maintenance failure condition.

Lastly, inter-office trunk groups are typically designed for a P.01 grade of service for each trunk group. A P.01 is understood to represent one in one hundred calls may fail during the busiest hour of the busiest day due to all trunks being busy. If more than one inter-office trunk group is involved in the call path to Intrado Comm's selective router due to the unnecessary insertion of another stage of switching, the potential for call blockage due to one of the inter-office trunk groups being "all trunks busy" is more likely.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

30. **Please refer to page 20, lines 10-14 of Intrado witness Hicks' direct testimony. How has 911 traffic "historically been handled" between adjacent ILECs? Please explain.**

Intrado Comm Response:

As discussed in the Intrado Comm reply to Interrogatory 28, adjacent ILECs have a mutual need to exchange traffic so as to effectively serve customers within their respective franchise areas. This mutual exchange of traffic may be for termination within the franchise territory or may be merely a pass-through of traffic on interoffice facilities destined for another franchise territory. For example, Embarq may not be the predominant carrier within a local access transport area ("LATA"). Embarq may have a need to transport its end office traffic to access tandems of other carriers. It is in the best interest of the public for all carriers to mutually support interoffice facilities within a state to provide optimal service to all customers making 911 calls. Therefore, adjacent carriers have historically designated a "meet point" on an interoffice facility and agreed to maintain their respective portion of the circuit up to the meet point. The meet point also serves as a demarcation point for the billing of mileage and cost recovery from public safety. In such scenarios, it is often a Bell operating company ("BOC"), not Embarq, providing the E911 Selective Routing services. The BOC and Embarq historically have agreed to use the "meet point" for the exchange of E911 traffic originating from Embarq end offices destined for the BOC Selective Router(s) or from the BOC Selective Router(s) destined for PSAP(s) located in Embarq's franchise territory. This arrangement has not generally applied to

competitive local exchange carriers ("CLECs"), wireless carriers, or VoIP service providers because they do not provide services to PSAPs Consequently, each these types of carriers are commonly relegated to arranging for termination of their respective traffic at the selective router of the entity providing E911 services to the PSAP.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

31. **Please refer to page 20, line 21 through page 21, line 2 of Intrado witness Hicks' direct testimony. Please identify any technical and regulatory support for the assertion that when Intrado is serving the PSAP, the most efficient and effective network architecture and the highest degree of reliability for 911 services is for Intrado to "deviate" from a "traditional POI arrangement."**

Intrado Comm Response:

Intrado Comm will be deploying three RCL gateways that will serve as multiple POIs within a state for the termination of E911 calls from all types of communication service providers. This includes CLECs, VoIP service providers, and wireless service providers ("WSPs") who have historically deployed a more economical network using fewer switching elements to cover a large geographic area. Intrado Comm's RCL gateway deployment will serve a wider range of PSAPs with geographically diverse and redundant interoperable switches that will reduce the number of trunks required to deliver E911 traffic for all service providers. Therefore, deviation from the traditional POI arrangement whereby the ILEC is the sole provider of E911 services will result in a more robust E911 infrastructure that provides a higher degree of interoperability between PSAPs and overall 911 network reliability, promote efficient service provider network design, and will establish competition in a market that has previously has been isolated from competitive market benefits. The presence of competition in the 911 arena should hasten the development of next generation 911 network standards based on emerging IP technologies that can more easily accommodate a wider range of communication services that include voice, video, and text. Limiting the POI for interconnection for the purpose of E911service competition to the incumbent's legacy 911 infrastructure will do nothing to offer more redundancy and flexibility, or contribute to improving compatibility between public safety systems that operate using different proprietary standards.

Further, for those carriers switching calls outside the LATA or outside the state of the end user, 911 provisioning efficiencies may be achieved though termination to any RCL gateway on Intrado Comm's national network. As an example, a wireless carrier switching 911 calls from a Mobile Switching Center in Georgia or Alabama serving Florida subscribers may find it more economical to route such calls over facilities terminated to RCL gateways outside the state of Florida.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

32. **Please refer to page 21, lines 8-11 of Intrado witness Hicks' direct testimony. Please identify in which FCC order or other decision, that the FCC has "determined that any arrangements between neighboring ILECs for the mutual exchange of traffic are**

considered technically feasible arrangements for interconnection between CLECs and ILECs."

Intrado Comm Response:

The FCC order regarding local competition supports the conclusion that the meet-point arrangements currently used by adjacent ILECs demonstrate that such arrangements are technically feasible and must be made available to competitive entrants. Please see *CC 96-98 Implementation of Local Competition Provisions in the Telecommunications Act of 1996* ¶*553.*

Responsible Person:
Thomas Hicks, Director – Carrier Relations

33. **Please refer to page 21, lines 13-16 of Intrado witness Hicks' direct testimony. Is Embarq proposing that 911/E911 calls "be delivered to any tandem other than the relevant selective router/911 tandem that is connected to the PSAP for the geographic area in which the 911/E911 call was originated?" Please explain your answer.**

Intrado Comm Response:

Yes, as described in Intrado Comm's response to Interrogatory 29, Embarq intends to continue to run all Embarq end offices through its existing Embarq Selective Routers as established under the current monopoly network design. Embarq intends to use the router to act as a traffic "sorter" or "segregator" and switch the call to either an Embarq served PSAP or the Intrado Selective Router. This will be done for all Embarq end offices, even those end offices whose end users are entirely within a jurisdiction served by an Intrado served PSAP. This network configuration introduces unnecessary additional points of failure and should be avoided where it is technically feasible to sort the traffic as it originates in the end office. An ILEC should only be permitted to sort the 911 traffic at another central office or tandem if the end office of the call originator is incapable of sorting the 911 traffic using Line Attribute Routing or any other originating office solution or method, and where the intermediate central office or tandem supports the principles of dedicated, direct trunking and diversity.

In addition, if an ILEC is permitted to sort 911 traffic destined for a competitive provider's selective routing system (like Intrado Comm) using a second central office in this manner, it should be noted that such sorting does not constitute selective routing and selective routing tariff rates should not apply. Selective routing occurs when calls are terminated to a PSAP and all features typically associated with selective routing (i.e. selective transfer, fixed transfer, night transfer, etc.) are not provided or requested by the PSAP to which the call is to be transferred.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

34. **Please refer to page 22, lines 4-6 of Intrado witness Hicks' direct testimony for the following questions.**

a. What are the pros and cons of establishing a POI at Embarq's selective router/911 tandem?

b. What are the pros and cons of establishing a POI at a mid-span meet point?

c. When is establishing a POI at Embarq's selective router/911 tandem preferable to establishing one at a mid-span meet point? Please explain your answer.

d. When is establishing a POI at a mid-span meet point preferable to establishing one at Embarq's selective router/911 tandem? Please explain your answer.

Intrado Comm Response:

a. It is appropriate to establish the 911 POI at the Embarq Selective Router when Embarq is designated as the E911 Service Provider for the termination of E911 calls originated by Intrado Comm end users. This would include both PSAPs and subscribers of dial tone services. Intrado Comm is not averse to establishing the POI at the Embarq Selective Router in this instance; however, Embarq is not the appropriate party to dictate the location. Interconnection to Embarq's legacy 911 infrastructure is most logically done at the Selective Router. This may not be the case as more technologically advanced or efficient form of interconnection as 911 platforms emerge in a competitive 911 market. Therefore, Intrado Comm seeks to retain the right to designate the POI on the incumbent's network when the incumbent is providing 911 services. The drawbacks associated with the establishment of the POI at the Embarq Selective Router are Embarq's inefficient switch centric network design that drives up a competitive entrant's transport costs and Embarq's traditional single Selective Router deployment that creates a single point of failure in the 911 network.

b. The establishment of a POI at a mid-span meet would conceivably reduce transport costs to the switch centric Embarq network. Intrado Comm would be responsible for physical transport costs to the mid-span meet and Embarq would bear the costs of transporting that traffic on its side of the mid-span meet. It should be noted that Intrado Comm does not have a franchised area. Consequently, a true mid-span meet point for Intrado Comm may cover several LATAs.

c. Establishment of the POI at an Embarq Selective Router is preferable to one at the mid-span meet when trunk capacity is limited to a DS-1 level connection or less. However, should Embarq deploy physically diverse facility path engineering from the mid-span meet to the appropriate selective router this would not be an issue. Mid-span meets can be costly for both parties to build and maintain. Therefore, any time a mid-span meet is used, it is appropriate to determine if the capacity required for the mutual exchange of traffic warrants the cost. For example, if a DS-3 level of capacity was required for establishing a mid-span meet, such costs would be prohibited for purposes of purely 911 trunking.

d. Establishment of the POI at an mid-span meet would be beneficial to both parties should both parties use diverse and redundant switching elements for the mutual exchange of traffic. Use of a diverse and redundant mid-span meets would allow the parties to control over the integrity of the facilities to the respective switching elements and not burden the interconnecting parties with the inefficiencies of the other's network design. That is, once the traffic was

delivered to the diverse redundant meet points it would be the responsibility of each party to terminate the traffic to the appropriate 911 in whatever fashion those routers have been deployed.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

35. **Please refer to page 22, lines 12-13 of Intrado witness Hicks' direct testimony. Does Intrado anticipate or plan to have non-911 traffic? Please explain your answer.**

Intrado Comm Response:

Intrado Comm is certified as a competitive local exchange carrier in Florida and as such may have a future need to deliver non-911 traffic. Intrado Comm is preparing to offer communications services to the public safety market and it is conceivable that Intrado Comm may eventually offer other local exchange services that will require the delivery of non-911 traffic. However, there is no immediate plan to do so at this time.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

36. **Please refer to page 22, lines 14-15 of Intrado witness Hicks' direct testimony. Does Intrado have the right to designate a single POI at any technically feasible location on Embarq's network for 911 traffic? Please explain your answer and identify any FCC or other orders that support your response.**

Intrado Comm Response:

Section 251(c)(2)(b) addressing interconnection obligations of the ILEC for the establishment of a POI for the mutual exchange of traffic imposes a duty on the ILEC to provide interconnection to the competitive entrant at any technically feasible point within the ILEC's network. Therefore, Intrado Comm has the right to request a single POI at any technically feasible location within Embarq's network for the mutual exchange of local exchange traffic. Section 251(c)(2)(C) requires the ILEC to provide interconnection that is "at least equal in quality to that provided [to itself] or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection." Quality network design engineering for reliable 911 service provisioning should dictate the establishment of multiple POIs.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

37. **Please refer to Exhibit JMM-9, attached to the direct testimony of Embarq witness Maples. Are Intrado's proposed terms accurate as shown in this document? If not, please identify which sections are incorrect and provide the correct Intrado proposed terms.**

Intrado Comm Response:

Upon review of Exhibit JMM-9 it appears the following Intrado Comm proposed terms have either been resolved or are not correct:

55.2.1(a) on page 3 of 9 has been resolved and is no longer an issue.
55.2.4 on page 3 of 9 has been resolved and is no longer an issue.
75.2.6(f) on page 5 of 9 has been resolved and is no longer an issue.
75.2.6(g) on page 6 of 9 has been resolved and is no longer an issue.
75.2.7(a) on page 6 of 9 is incomplete and the subsection (a) should read:

The ALI database shall be managed and exclusively owned by INTRADO COMM. The subscriber data provided by Embarq is owned by Embarq.

75.2.7(b) on page 6 of 9 is incomplete and the subsection (b) should read:

To the extent allowed by the E911 Authority, and where available, INTRADO COMM shall provide an initial MSAG load and daily updates to Embarq for use in submitting MSAG valid End-User record information to INTRADO COMM. The information shall be provided in a mutually agreed medium in a format compliant with NENA recommendations.

75.2.7(g) on page 7 of 9 is not current and the subsection (g) should read:

INTRADO COMM agrees to treat all data on Embarq End-Users provided under this Agreement as confidential in accordance with CPNI rules and to use data on Embarq End-Users only for the purpose of providing E911 Services. In accordance with CPNI rules, INTRADO COMM may also use such End-User data to provide "Emergency Services," "Emergency Notification Services," and "Emergency Support Services" as those terms are defined in the Wireless Communications and Public Safety Act of 1999.

75.2.7(i) on page 7 of 9 is not current and Intrado has agreed to strike the language requiring the use of PAM protocol for No Record Found ALI steering and considers this issue resolved.

Issue number 8 on page 8 of 9 regarding build out of transport facilities is resolved
55.3.3(b) on page 8 of 9 has been resolved and is no longer an issue.
1.54 on page 8 of 9 regarding the definition of an End User has been resolved and is no longer an issue.
1.55 on page 9 of 9 regarding the definition of Enhanced 911 Services has been resolved and is no longer an issue.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

Responsible Person:
Thomas Hicks, Director – Carrier Relations

38. **Please refer to page 3, section 55.2.4 of Exhibit JMM-9, attached to the direct testimony of Embarq witness Maples, for the following questions.**

a. Why does Intrado's proposed language permit only Intrado to request an interconnection at a mid-span meet?

b. Why does Intrado propose the insertion of "Parties" in the phrase "two Parties networks?" Please explain your answer.

Intrado Comm Response:

The parties have reached a resolution on this language and it is therefore no longer an issue.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

39. **Please refer to page 5, section 75.2.6(f) of Exhibit JMM-9, attached to the direct testimony of Embarq witness Maples, for the following questions.**

a. Referring to the first sentence, please explain why Intrado uses the term "End-Users" instead of "subscribers." What is the difference in meaning between the two terms?

b. Referring to the penultimate sentence, please explain why Intrado inserted "database or SOI" between "corrected" and "records." Include in your response a definition of "SOI."

Intrado Comm Response:

The parties have reached a resolution on this language and it is therefore no longer an issue. However, so as to clarify some unique distinctions in this arbitration case Intrado Comm provides the following information to frame the context of the resolved issues:

a. Intrado Comm has offered a definition for End User to be used throughout the proposed interconnection agreement. The Intrado Comm proposed definition of End User indicates an End User is a subscriber to the services offered by either Intrado Comm or Embarq. Therefore, it is appropriate to replace subscriber with the proposed formal definition of End User.

b. The initial input a LEC provides to the designated E911 service provider for the creation of ALI records is generally referred to as Service Order Input ("SOI"). SOI is extracted from the LEC's service provisioning system and formatted in a NENA recommended standard format for submission to the E911 Data Base Management System ("DBMS"). Some SOI records may not pass Master Street Address Guide ("MSAG") data validation processing in the DBMS, and are rejected and returned to the LEC in the form of an error file. The LEC then investigates the error, based on an error code provided by the DBMS, and then re-submits the record as a database record. For returned errors, most LEC's generate a change record in their service provisioning system and forward an updated SOI record to the E911 data base provider and upon MSAG validation, an ALI record is created and loaded into the ALI system.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

40. **Please refer to page 6, section 75.2.6(g) of Exhibit JMM-9, attached to the direct testimony of Embarq witness Maples. Why does Intrado propose adding the**

sentence beginning, "Embarq may also use such End-User data to provide "Emergency Services"? Please explain your answer.

Intrado Comm Response:

The parties have reached a resolution on this language and it is therefore no longer an issue. However, so as to clarify some unique distinctions in this arbitration case Intrado Comm provides the following information to frame the context of the resolved issues:

Intrado Comm interprets 47 USC Section 222(g) as allowing E911 service providers who maintain ALI databases used to deliver subscriber information associated with a 911 call to provide this ALI data for delivery to Emergency Notification Systems ("ENS"). Embarq, when providing ALI database management services, is considered one of these providers. Historically ALI data was only to be accessed when an End User placed a call to 911. The passage of the Wireless Public Safety Act of 1999 codified the use of the ALI database for notification purposes and does not restrict access to the ALI data to in-progress 911 calls. The proposed edits reflect this ability on the part of the ALI services provider.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

41. **Please refer to page 6, section 75.2.7(b) of Exhibit JMM-9, attached to the direct testimony of Embarq witness Maples. Please explain why Intrado's proposed language excludes the sentence, "[T]he information shall be provided in a mutually agreed medium in a format compliant with NENA standards."**

Intrado Comm Response:

The parties have resolved the outstanding issues regarding the language, however, Embarq still objects to having this language in a 251(c) agreement.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

42. **Please refer to page 6, section 75.2.7(c) of Exhibit JMM-9, attached to the direct testimony of Embarq witness Maples. Please explain why the language in this section belongs in a Section 251(c) agreement and not in a commercial agreement, as proposed by Embarq. Please identify any FCC or other orders that support your response.**

Intrado Comm Response:

CLECs require interconnection with ILECs in order to provide competitive local exchange services. Local exchange competition, including the competitive provision of 911 services to PSAPs, cannot occur without interconnection to the public switched network. Section 251(c) of the Act was designed to lift the barriers to entry by imposing a duty on ILECs to establish interconnection on terms and conditions that are mutually beneficial. Because of the

unequal bargaining power between ILECs and CLECs, specific requirements were established by the Act and the FCC's implementing regulations to level the playing field and ensure competitive entry. These rights are extended to telecommunications carriers who provide telephone exchange service and exchange access. Intrado Comm is a telecommunications carrier providing telephone exchange services and is entitled to all rights under 47 U.S.C. 251. *See also Local Competition Order*, CC Docket No. 96-98 (August 8, 1996).

Responsible Person:
Carey Spence-Lenss, Vice President of Regulatory and Government Affairs

43. **Please refer to page 7, section 75.2.7(e) of Exhibit JMM-9, attached to the direct testimony of Embarq witness Maples. Please explain why the language in this section belongs in a Section 251(c) agreement and not in a commercial agreement, as proposed by Embarq. Please identify any FCC or other orders that support your response.**

Intrado Comm Response:

See response to 42 above.

Responsible Person:
Carey Spence-Lenss, Vice President of Regulatory and Government Affairs

44. **Please refer to page 7, section 75.2.7(f) of Exhibit JMM-9, attached to the direct testimony of Embarq witness Maples for the following questions.**

    a. **Please explain why Embarq has one day to provide new end user information to Intrado while Intrado has two days to update the database, and if there is an error, two days to return the data to Embarq. Please identify any FCC or other orders that support your response.**

    b. **Please explain why the language in this section belongs in a Section 251(c) agreement and not in a commercial agreement, as proposed by Embarq. Please identify any FCC or other orders that support your response.**

Intrado Comm Response:

a. The outstanding language in this issue has been resolved by the parties.

This agreed upon language belongs in a 251(c) agreement because submission of timely and accurate records is required from both parties to support the mutual exchange of 911 traffic between competing 911 systems, which is necessary to provide 911 services. 911 service is a local exchanges service, and all components necessary to the provide the 911 service should be contained in the interconnection agreement between the parties, which is consistent with the law.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

45. **Please refer to page 7, section 75.2.7(g) of Exhibit JMM-9, attached to the direct testimony of Embarq witness Maples for the following questions.**

a. Why did Intrado propose including "in accordance with CPNI rules" in the sentence about treating all data on Embarq end users as confidential? Please explain your answer.

b. Why does Intrado propose adding the sentence beginning "[I]NTRADO COMM may also use such End-User data to provide 'Emergency Services?" Please explain your answer.

Intrado Comm Response:

a. The parties have agreed on the language regarding the use of 911 data for Emergency Notification Services, however, Embarq still believes this language does not belong in a 251(c) agreement. In fact, Embarq has used the same language in the interconnection agreement section 75.2.6 that addresses responsibilities when Embarq is the designated E911 services provider.

b. Intrado Comm interprets 47 USC Section 222(g) as allowing E911 service providers who maintain ALI databases used to deliver subscriber information associated with a 911 call to provide this ALI data for delivery to Emergency Notification Systems ("ENS"). Embarq, when providing ALI database management services, is considered one of these providers. Historically ALI data was only to be accessed when an End User placed a 911 call. The passage of the Wireless Public Safety Act of 1999 codified the use of the ALI database for notification purposes and does not restrict access to the ALI data to in-progress 911 calls. The proposed edits reflect this ability on the part of the ALI services provider.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

46. **Please refer to page 7, section 75.2.7(h) of Exhibit JMM-9, attached to the direct testimony of Embarq witness Maples, for the following questions.**

a. What is a "shell record?"

b. What are "ALI steering tables?"

c. Are "dynamic ALI type calls" wireless and nomadic VoIP calls? If not, please explain what they are.

d. Please explain why the language in this section belongs in a Section 251(c) agreement and not in a commercial agreement, as proposed by Embarq. Please identify any FCC or other orders that support your response.

Intrado Comm Response:

A shell record is an MSAG validated SOI or database record that does not represent an actual end user but instead is associated with a pseudo-ANI ("pANI") number used by the ALI system to identify the third-party database system that must be queried to retrieve the 911 caller's location information and call back number. It is also used to generate and store a record in the Selective Router Data Base ("SRDB"), for call routing purposes. In its current use, the shell database record is loaded to the E911 DMBS system to create call routing data for wireless and nomadic VoIP 911 calls. When a 911 call is made from a wireless or nomadic VoIP end user, a pANI number is assigned for the duration of the 911 call and an ALI record is "dynamically" created for retrieval by the PSAP Upon disconnect, the pANI number is ultimately freed for use on another 911 call. In addition to pre-provisioning pANI shell records in the 911 service providers SRDB, ALI steering tables contained in the ALI system must also be pre-provisioned with the pANI number ranges associated with the respective third party provider's systems so the ALI host can determine which third party provider's system must be accessed to retrieve the dynamic ALI data for display to the 911 call taker. The pANI numbers are assigned to an eligible user (licensed or certificated carriers). A wireless or VoIP E911 call is routed to a PSAP based on the pANI number assigned to the call. This same pANI number is used to query the ALI database. The ALI database, based on the ALI steering tables, then knows the correct third party platform to "steer" to retrieve the dynamically created caller data. This dynamically updated ALI data is used to present the current location of the wireless or VoIP 911 caller delivered to the PSAP. Currently wireless and nomadic VoIP are dynamic ALI type calls. However, from a technical perspective, there is nothing to preclude more static services from using this same approach to deliver E911 calls and subscriber location information. The primary reason the language in this section belongs in a Section 251 agreement is because full inter-operability of competing E911 systems ideally should address requirements for mutual exchange of caller location data associated with 911 calls. That is, interoperability of the voice and ANI portion of a 911 call across 911 networks might permit call delivery to the right PSAP, but would not include the other vital portion of E911 (i.e. caller's telephone number and location). Integration of caller number and location information between competing systems would constitute E911.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

47. **Please refer to page 7, section 75.2.7(i) for the following questions.**

    a. **What is PAM?**

    b. **What are "ALI steering conditions?**

    c. **Why is PAM the appropriate "protocol for interoperability between the ALI systems for ALI retrieval from each Party's ALI database when "no record found" ALI steering conditions occur?"**

    c. **Please explain why the language in this section belongs in a Section 251(c) agreement and not in a commercial agreement, as proposed by Embarq. Please identify any FCC or other orders that support your response.**

Intrado Comm Response:

Intrado Comm and Embarq have resolved the outstanding issues regarding the language in 75.2.7(i) and this is no longer an issue. However, Intrado offers the following reply so as to provide Staff with a deeper understanding of the original issue.

a. PAM stands for PSAP ALI Messaging and is a protocol used between ALI hosts or between ALI hosts and third party platforms used for wireless and nomadic VoIP dynamic location creation data.

b. ALI steering conditions occur when there is a need for the ALI node serving a PSAP to look beyond itself for location information associated with an emergency call. PAM is the first protocol developed to provide the ALI node the knowledge of looking beyond internally stored data and seeking an external data source.

c. PAM allows steering to a wireless third party platform, a VoIP third party platform, or the ALI host of an adjacent ILEC E911 system serving PSAPs in that franchise area. In the case of the latter example the trigger for steering is not a steering table based on pANI but instead is a "No Record Found" condition. When the ALI host serving a PSAP determines there is no internally stored ALI record associated with the ANI presented on the ALI query, the ALI host then steers across to the neighboring ALI system to see if the record is there. The subsequently queried and neighboring ALI node will then either return the record or validate the "No Record Found" condition. Currently, PAM is the only ALI steering protocol that will work for a "No Record Found" condition.

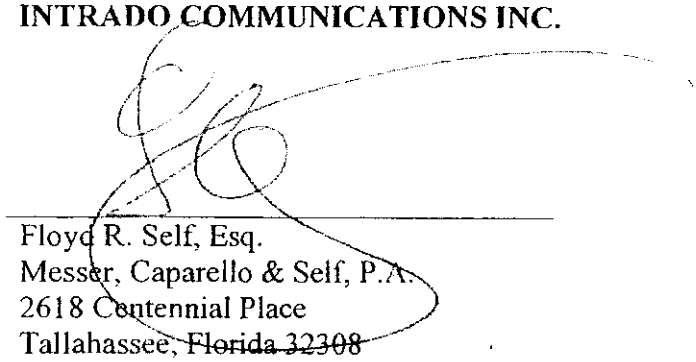
d. The primary reason the language in this section belongs in a Section 251 interconnection agreement is because full inter-operability of competing E911 systems is driven by the physical architecture of the parties' interconnection arrangements and directly affects the mutual exchange of caller location data associated with 911 calls. Interoperability of the voice and ANI portion of a 911 call is only half a loaf. Integration of location information between competing systems would constitute the whole loaf. An effective reliable 911 service to PSAPs requires the entire loaf.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

Respectfully submitted this 9th day of June, 2008.

Respectfully submitted,

INTRADO COMMUNICATIONS INC.



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Its Attorneys

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intrado Communications, Inc. for arbitration of certain rates, terms, and conditions for interconnection and related arrangements with Embarq Florida, Inc., pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Section 364.162, F.S.	DOCKET NO. 070699-TP DATED: JUNE 26, 2008

INTRADO COMMUNICATIONS INC.'S
RESPONSES TO STAFF'S THIRD SET OF INTERROGATORIES (Nos. 48-68)

Intrado Communications Inc. ("Intrado Comm"), by its attorneys, hereby respectfully responds to the Florida Public Service Commission ("Commission") Staff's Third Set of Interrogatories (Nos. 48-68) as follows:

48. **Please refer to page 3, lines 22-23 and page 4, lines 1-14, of Carey F. Spence-Lenss's direct testimony. Intrado's Form 499-A states that Intrado no longer provides telecommunications services. Please explain the apparent discrepancy between these two statements.**

Intrado Comm Response:

Providers of *interstate* telecommunications services are required to register with the Federal Communications Commission and contribute to the federal universal service fund on the basis of their end user interstate telecommunications service revenue. The 499-A filing referenced by Embarq was originally filed because Intrado Comm thought it was going to offer interstate telecommunications services. When it became clear its business was to be limited to local exchange services it withdrew its registration to eliminate the administrative burden of filing forms reporting no interstate telecommunications service revenues. At this time, Intrado Comm is considered "inactive" for universal service reporting purposes because it does not currently provide any telecommunications services. The statements made in Ms. Spence-Lenss direct testimony are not at odds with Intrado Comm's 499-A status. Intrado Comm will activate its FCC registration prior to initiating the provision of interstate telecommunications services as required by the FCC's rules.

Responsible Person:
Carey Spence-Lenss, Vice President of Regulatory and Government Affairs

49. Would intrastate revenues collected by Intrado from PSAPs in Florida be reported on Intrado's Competitive Local Exchange Company Regulatory Assessment Fee Return filed with the Florida Commission? Please explain your response.

Intrado Comm Response:

Yes. Intrado Comm will comply with all reporting requirements of the Florida Commission for all intrastate calls -- calls that originate in Florida and terminate in Florida.

Responsible Person:
Carey Spence-Lenss, Vice President of Regulatory and Government Affairs

50. Please refer to page 12, lines 13-14 of witness Intrado Spence-Lenss' rebuttal testimony, and provide specific cites to the "similar Florida law requirements."

Intrado Comm Response:

The Florida law requirements referenced in the rebuttal testimony are as follows:

Section 364.07(1), Florida Statutes, requires telecommunications companies to file copies of contracts, agreements, or arrangements with other telecommunications companies relating to the construction, maintenance, or use of a telecommunications facility or service by, or rates and charges over and upon, such telecommunications facility.

Section 364.16, Florida Statutes, provides general negotiation and interconnection obligations between local exchange telecommunications companies.

Section 364.162(1), Florida Statutes, requires competitors to negotiate for interconnection and file "interconnection and resale prices, rates, terms, and conditions" with the Commission prior to their effective date.

Section 120.80(13), Florida Statutes, gives the Commission authority to employ procedures consistent with the Telecommunications Act of 1996.

Section 364.051(5)(a), Florida Statutes, prohibits local exchange carriers from engaging in any anticompetitive act or practice or from unreasonably discriminating among similarly situated customers.

Responsible Person:
Carey Spence-Lenss, Vice President of Regulatory and Government Affairs

51. Please refer to page 13 of Intrado witness Spence-Lenss' rebuttal testimony, lines 8-9. Please identify the number of the FCC order referenced.

Intrado Comm Response:

The referenced lines contain an incorrect citation. The correct citation for the FCC order is 22 FCC Rcd 10609 (2007), FCC 07-018, PS Docket No. 07-114.

Responsible Person:
Carey Spence-Lenss, Vice President of Regulatory and Government Affairs

52. Please refer to Intrado witness Hicks' rebuttal testimony, page 9, lines 16-18. The sentence appears to be incomplete. Please explain.

Intrado Comm Response:

The referenced lines contain an incomplete sentence that was inadvertently left in the testimony. For the record, the incomplete sentence at page 9, lines 16-18 should be deleted in its entirety.

Responsible Person:
Tom Hicks, Director, Carrier Relations, Intrado Communications

53. Please refer to Intrado witness Hicks' rebuttal testimony, page 14, lines 7-12. Explain how allowing Embarq to recover costs from PSAPs for call sorting gives Embarq preferential treatment if this is a cost incurred by Embarq to deliver the 911 call to the selective router.

Intrado Comm Response:

From a 911 call delivery perspective, Embarq is no different than any other carrier that is obligated to deliver its end users' 911 call to the appropriate selective routing network for delivery to the proper PSAP. All carriers must use the 911 Master Street Address Guide (MSAG) to determine, based on end user location, which 911 selective routing network serves the 911 caller. Such obligations are commonly fulfilled via the carrier's service provisioning system. If a carrier has end users that are served by multiple selective routers (which may or may not be the same 911 service provider), the carrier must establish both transport and 911 trunks to every selective router designated to selectively route 911 calls from the carrier's end users. Further, the carrier must either use line attribute routing or the NPA-NXX assigned to the end user to determine the appropriate trunk group to which the call should be passed. The use of the NPA-NXX for 911 trunk group routing purposes can result in misrouted calls for ported lines.

Non-ILEC carriers do not have 911 tariffs, nor do they have any other mechanism allowing them to recover their costs from the PSAPs since they do not provide wireline 911/E911 network services. All carriers serving end users located in areas with multiple selective routers must first sort their calls at the originating switch in order to determine which 911/E911 network should receive the call. Therefore, carriers must include such overhead costs into the rates charged to end users or reduce their profitability. If Embarq were permitted to charge PSAPs served by Intrado Comm or any other competitive provider of 911/E911 service to PSAPs for call sorting simply because it prefers to use its selective router for call sorting purposes, Embarq would unfairly be recovering its costs associated with call sorting from PSAPs instead of attributing those costs as overhead. The end result of charging PSAPs would be that Embarq would be able to defray some expenses associated with the provisioning of local exchange service and associated end user access to 911 services to PSAPs, while Embarq's competitors have no recourse but to treat those costs as the cost of doing business or pass them on to end users. Further, allowing Embarq to charge a PSAP for selective routing when Embarq is no longer that PSAP's chosen selective routing provider would violate Section 364.604(2), Florida Statues, which states that "[a] customer shall not be liable for any charges for telecommunications or information services that the customer did not order or that were not provided to the customer."

Responsible Person:
Tom Hicks, Director, Carrier Relations, Intrado Communications

54. Please refer to Intrado witness Hicks' rebuttal testimony, page 21, lines 20-22. Please identify all documents (statutes, rules, orders, or other pertinent materials, including specific page(s) and/or paragraph(s) numbers where applicable) that support the witness' statement.

Intrado Comm Response:

In the *Local Competition Order*, the FCC found that the Telecommunications Act of 1996 required it to "remove the existing operational barriers to enter the local market" because "[v]igorous competition would be impeded by technical disadvantages and other handicaps that prevent a new entrant from offering services that consumers perceive to be equal in quality to the offerings of [ILEC]s" (*Local Competition Order*, 11 FCC Rcd 15499, ¶ 16 (1996)). In particular, the FCC recognized that local number portability was one of the most significant operational barriers to competition because number portability promotes competition by making it less expensive and less disruptive for a customer to switch providers, thus freeing the customer to choose the local provider that offers the best value (*Local Competition Order* ¶ 16, n.11). The FCC determined that the elimination of operational barriers to entry and obstacles preventing consumers from switching service providers was necessary "if there is to be a fair opportunity to compete in the local exchange and exchange access markets" (*Local Competition Order* ¶ 18).

Responsible Person:
Tom Hicks, Director, Carrier Relations, Intrado Communications

55. Please refer to Intrado witness Clugy's rebuttal testimony, page 2, line 20. Is the Commission rule number referenced of 4901:1-7-06 correct? If negative, please identify the correct rule number.

Intrado Comm Response:

No, the reference is not correct; the reference is to an Ohio rule. I have not been able to identify a single Florida PSC rule that encompasses the same scope as the Ohio rule, a copy of which is attached for informational purposes as Attachment 55 to Staff 3rd ROG. However, I understand that there is consistent Florida law. For example, in Order No. PSC-01-1095-FOF-TP (Docket No. 000828-TP, *Petition of Sprint Communications Company Limited Partnership for Arbitration of Certain Unresolved Terms and Conditions of a Proposed Renewal of Current Interconnection Agreement with BellSouth Telecommunications, Inc.* (May 8, 2001)), the Commission confirmed that ILECs are required to provide one-way or two-way trunking to competitors upon the competitor's request subject only to technical feasibility. The testimony on page 2, starting at line 20 should be modified to read:

> "While I am not a lawyer, it is my understanding that Section 51.305 of the FCC's rules and decisions of this Commission give competitors like Intrado Comm the right to determine whether one-way or two-way trunking should be used subject to technical feasibility."

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm Regulatory and Government Affairs

56. If the Commission does not agree with Intrado that its 911/E911 services are local exchange services, does Intrado agree that Embarq's proposed language for Issue 7 should be approved? Please explain your answer.

Intrado Comm Response:

No. Intrado Comm's proposed language is consistent with the terms and conditions addressing Local Interconnection. Since 911 callers are routed to the PSAP responsible for ensuring that the first responders closest to the caller are deployed, these calls are local in nature and have been historically, and should continue today, to be treated as local calls. This is why 911 services appear in ILEC local exchange service tariffs. The Parties will be required to exchange 911/E911 service traffic between their interconnected networks similar to the way in which the Parties will be able to exchange other types of local exchange service traffic.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm Regulatory and Government Affairs

57. If Intrado's 911/E911 services are local exchange services, please explain why Intrado does not include them in its price list on file in Florida. In its price list, Intrado states that it ". . . is not responsible for the local exchange service to its Customers."

Intrado Comm Response:

Intrado Comm's 911/E911 service tariff does address pricing for 911/E911 services. The pricing for its 911/E911 service will be handled on an individual case basis, which is necessary to take into consideration the specific service needs of each PSAP seeking service from Intrado Comm. The statement ". . . is not responsible for the local exchange service to its Customers" should have been qualified by reference to sections 5.2.3 and 5.2.9 of Intrado Comm's tariff. These provisions could be clearer and will be when Intrado Comm revises its tariff. Intrado Comm's statement was intended to refer to those situations where a PSAP may want an "administrative" line from which to make traditional local calls. This is the type of local exchange service Intrado Comm will not be offering, at least not initially. A review of ILEC local exchange service tariffs reflects similar notations in the 911/E911 service sections. For example, Embarq's 911/E911 service tariff reflects this distinction more succinctly, *see* Embarq's General Exchange Tariff, Section A10, 3.b and Section A10, 3.s.4. Intrado Comm's soon to be filed revisions will better reflect that the 911/E911 local exchange service does not provide the PSAP with all available local exchange service functions.

Responsible person:
Cynthia Clugy, Consultant to Intrado Comm Regulatory and Government Affairs

58. Please identify all source documents supporting the derivation of the rates contained in TH-7 attached to Intrado witness Hicks' rebuttal testimony.

Intrado Comm Response:

The rates shown in the rebuttal testimony are market-based prices. These rates reflect costs incurred by Intrado Comm associated with the 911 network access hardware, software, and Intrado Comm labor costs incurred for the engineering, installation, testing, and implementation of telecommunication service provider access to the Intrado Comm 911/E911 network. Each Point of Interconnection (POI) is equipped with Digital Access Cross-connect System(s) and Emergency Service Gateway (ESGW) switches as well as the number of DS1 and DS0 terminations supported at the POI location(s). The source documents initially used as a part of the process to develop market prices no longer exist.

Responsible Person:
Thomas Hicks, Director-Carrier Relations

59. Other than access to Embarq's selective router and 911/E911 databases and ALI steering arrangements with Embarq, what other services is Intrado Comm seeking from Embarq?

Intrado Comm Response:

The interconnection of competing 911 networks for the mutual exchange of traffic includes access to each Party's selective routers and 911 databases as well as inter-selective router functionality and ALI steering arrangements. Intrado Comm may also seek access to available UNEs to provide its 911/E911 services. An example of the type of inter-selective router functionality and ALI steering arrangements Intrado Comm seeks from Embarq are demonstrated in the two diagrams set forth in Attachment 59 to Staff 3rd ROG.

Intrado Comm is also certificated to provide other local exchange services in Florida. Therefore, Intrado Comm may also require access to interconnection facilities and UNEs for the provision of other local exchange services in the future. Intrado Comm may also seek to provide services on a resale basis in the future, and thus Intrado Comm seeks to include local exchange resale terms and conditions in its interconnection agreement with Embarq.

Responsible Person:
Thomas Hicks, Director-Carrier Relations

60. Where does Intrado intend to locate its selective routers and POIs for 911 traffic serving Florida PSAPs? Please list by county and identify the street address(es).

Intrado Comm Response:

Intrado Comm has not yet determined where Intrado Comm will place its Selective Router or POIs for 911/E911 traffic serving Florida PSAPs. In part, this decision will be based on where Intrado Comm's PSAP customers are located, but there will be at least two in Florida.

Responsible Person:
Tom Hicks, Director, Carrier Relations

61. Please refer to Embarq witness Maples' rebuttal testimony on page 44, lines 13-15. Does agree with Embarq's assertion that the "requesting carrier must select a POI within or on the ILECs [sic] network"? Please explain why or why not.

Intrado Comm Response:

For non-911 traffic, Intrado Comm agrees that a requesting carrier must select a POI on the ILEC's network. For 911 traffic, however, Intrado Comm seeks to implement physical connectivity between its network and Embarq's network that is similar to what Embarq has implemented with other 911/E911 providers in Florida. To eliminate barriers to entry, the FCC, in its rules to implement the Act, gave competing carriers the option to select the most efficient points at which to exchange traffic with the ILEC (*Local Competition Order* ¶ 209). The FCC found that Section 251(c)(2) gave competitors "the right" to interconnect on the ILEC's network rather than obligating competitors to transport traffic to less convenient or efficient points. Section 251(c)(2)'s requirement that the POI be on the ILEC's network was established for the benefit of the competitor, not the ILEC. While the Act *permits* a competitor to choose where it will deliver its traffic, "carriers do not always deliver originating traffic and receive terminating traffic at the same place" (*Virginia Arbitration Order*, 17 FCC Rcd 27039, ¶ 71 (2002)). ILECs have historically delivered 911/E911 service traffic to the network of the entity serving the PSAP or required competitors to bring 911/E911 service traffic to the ILEC's network. For example, in today's environment, when Embarq is not the 911/E911 service provider for a PSAP, Embarq takes its originating end users' 911 calls to a meet point established with an adjacent carrier or all the way to the adjacent carrier's selective router. Similar to the interconnection arrangement proposed by Intrado Comm, Embarq establishes a trunk group from its end office switch to the adjacent carrier's selective router, and 911 calls made by Embarq's end users to the PSAP served by the adjacent carrier are terminated at the adjacent carrier's selective router. The Act entitles Intrado Comm to interconnection "that is at least equal in quality to that provided by the [ILEC] to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection" (47 U.S.C. § 251(c)(2)(C)). When Embarq is the designated 911/E911 service provider, it requires all carriers serving end users in that geographic area to bring their end users' 911 calls to the Embarq selective router serving the PSAP to which the 911 call is destined. This is in addition to the single point of interconnection a CLEC has designated on the ILEC's network for the exchange of all other local traffic. The ILEC demands that dedicated trunks be deployed to the ILEC's selective routers for termination of CLEC customer 911 calls. The type of interconnection Intrado Comm seeks from Embarq is to treat Embarq with parity in the manner in which Embarq treats other providers, which Embarq requires to terminate 911/E911 service calls on its network when it is the designated 911/E911 service provider. The physical architecture arrangements Intrado Comm seeks in this proceeding are critical to issues of reliability, redundancy, and eliminating points of failure for 911/E911 services. Thus, interconnection for the purposes of providing competitive 911/E911 services must look beyond the traditional interconnection arrangements used for plain old telephone service ("POTS") and seek to establish physical architecture arrangements that specifically address the special needs of 911 callers and first responders. ILEC interconnection arrangements with other CLECs and adjacent non-competing ILECs for the exchange of 911 calls reflect what is technically feasible today and has been deployed by the ILECs as the preferred method for exchanging and completing 911 calls to PSAPs. Under Section 251 of the Act, this is minimum standard of interconnection that should be available to a competitive provider of 911 services to PSAPs.

Responsible Person:
Thomas Hicks, Director-Carrier Relations

62. **Please refer to Embarq witness Maples' rebuttal testimony on page 44, lines 17-21. Does Intrado agree that "[G]eographically diverse routes are at the option and expense of the entity establishing those routes, taking into account the costs to implement this form of interconnection"? Please explain why or why not.**

Intrado Comm Response:

With regard to 911 services, the establishment of geographically diverse routes for the delivery of 911 traffic is good business sense. The critical nature of 911 communications demands diversity and redundancy. The interconnection of competing 911 networks should include a minimum of two points of interconnection to assure a robust and fault tolerant 911 infrastructure. In addition, geographically diverse routes for 911 traffic are consistent with industry guidelines and recommendations. Implementation of Intrado Comm's proposal would ensure that 911 calls are diversely routed, which is consistent with the FCC's recommendations (*Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems*, 9 FCC Rcd 6170, ¶ 3, n.6 (1994) ("the American public depends on 911 services in its emergencies" and that reliability in the 911 network results from the deployment of diverse routing of interoffice facilities, multiple 911 tandem switch architectures, and diverse links for ALI database access)). In fact, the FCC, recognizing the importance of redundancy, is reviewing whether VoIP service providers should deploy redundant trunks to each selective router or require multiple selective routers that can route calls to each PSAP or both (*VoIP E911 Order*, 20 FCC Rcd 10245, ¶ 59 (2005)).

Responsible Person:
Thomas Hicks, Director-Carrier Relations

63. **Please refer to Embarq witness Maples' rebuttal testimony on page 45, lines 1-5. Does Intrado "agree that the POI is at Embarq's selective router when Embarq is the provider of the Wireline E911 Network"? Please explain why or why not.**

Intrado Comm Response:

Embarq and Intrado Comm have reached agreement on this issue and it is now closed.

Responsible Person:
Thomas Hicks, Director-Carrier Relations

64. Please refer to Embarq witness Maples' rebuttal testimony on page 45, lines 7-11. Does Intrado "agree that each carrier bears the cost of delivering originating traffic to the POI . . . in the context of section 251(c) negotiations"? Please explain why or why not.

Intrado Comm Response:

Yes, each carrier should bear the cost of delivering traffic originating on its network to the POI. The POI is the demarcation point between the Parties' networks and determines the point at which each Party's operational and financial responsibility for its network ends. Each Party should bear the cost of delivering its originating traffic to the point of interconnection (*Virginia Arbitration Order* ¶¶ 51, 53). The Commission has also determined that each Party has responsibility on its side of the POI (Docket No. 000731-TP, *Petition by AT&T Communications of the Southern States, Inc. d/b/a AT&T for Arbitration of Certain Terms and Conditions of a Proposed Agreement with BellSouth Telecommunications, Inc. Pursuant to 47 U.S.C. Section 252*, Order No. PSC-01-1402-FOF-TP, Final Order on Arbitration at 46 (June 28, 2001) (finding that each party assumes financial responsibility for bringing its traffic to the designated interconnection point); Docket No. 000075-TP, *Investigation into Appropriate Methods To Compensate Carriers for Exchange of Traffic Subject to Section 251 of the Telecommunications Act of 1996*, Order No. PSC-02-1248-FOF-TP, Order on Reciprocal Compensation at 26 (Sept. 10, 2002) ("[W]e find that an originating carrier is precluded by FCC rules from charging a terminating carrier for the cost of transport, or for the facilities used to transport the originating carrier's traffic, from its source to the point(s) of interconnection. . . .")).

Responsible Person:
Thomas Hicks, Director-Carrier Relations

65. Please refer to Embarq witness Maples' rebuttal testimony on page 49, lines 18-23. Does Intrado agree that "Embarq's obligation to provide unbundled access to 911/E911 databases only applies when Embarq provides the official databases to the PSAP . . ."? Please explain why or why not.

Intrado Comm Response:

As a competitor, Intrado Comm is entitled to unbundled access to 911/E911 databases as long as it is providing an "eligible" service under the FCC's rules (*i.e.*, not exclusively long distance or mobile wireless service) (47 U.S.C. § 251(c)(3); 47 C.F.R. § 51.319(d)(4)(i)(B); *Wireline Broadband Order*, 20 FCC Rcd 14853, ¶ 127 (2005), *aff'd Time Warner Telecom, Inc. v. FCC*, WL 2993044 (3d Cir. Oct. 16, 2007)). Embarq is mistaken when it suggests that Intrado Comm has requested Embarq's ALI records at UNE rates. Intrado Comm is requesting that Embarq provide subscriber data to Intrado Comm so that Intrado Comm can create ALI records. Intrado Comm simply seeks the service order data gathered by Embarq during its service order process. Such data is commonly provided to the 911/E911 service provider in a format

conforming to NENA recommended standards. Providing subscriber data to Intrado Comm is an obligation on Embarq and every other local exchange carrier serving end users located in the jurisdiction of the PSAP served by Intrado Comm, and has nothing to do with the UNE requirements of Section 251(c)(3).

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm Regulatory and Government Affairs

66. **Please refer to Embarq witness Maples' rebuttal testimony beginning on page 49, line 23 and continuing to page 50, line 3 for the following questions.**

    a. **Witness Maples states, "Mr. Hicks' single reference to the unbundling obligation at line 16 on page 30 implies that Embarq's unbundling obligation even applies when Intrado maintains the database for the PSAP." Is witness Maples' statement accurate? Please explain why or why not.**

    b. **Does Intrado agree that "[T]his is not an accurate understanding of the obligation"? Please explain why or why not.**

Intrado Comm Response:

Please see Intrado Comm's response to Interrogatory #65.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm Regulatory and Government Affairs

67. **Please indicate Intrado's proposed language regarding the appropriate terms and conditions for audits.**

Intrado Comm Response:

In section 8.1, Intrado Comm is proposing the additional language underlined below to be added to the provision governing audits (there are no proposed deletions):

> Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may **perform an** audit **through an independent third party of** the other Party's books, records and other documents directly related to billing and invoicing once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing. "Audit" shall mean a comprehensive review of bills for services performed under this Agreement; "Examination" shall mean

an inquiry into a specific element of or process related to bills for services performed under this Agreement. Either Party (the "Requesting Party") may perform one (1) Audit per twelve (12) month period commencing with the Effective Date, with the assistance of the other Party, which will not be unreasonably withheld. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request. The Requesting Party may perform Examinations, as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm Regulatory and Government Affairs

68. For purposes of the following request, please refer to the rebuttal testimony of Intrado Comm witness Clugy, page 4, lines 7 through page 5, lines 21.

a. Please identify any applicable federal or state rules or provisions of the Telecommunications Act that supports Intrado's assertion that Intrado's proposed language regarding the process for Embarq ordering services from Intrado should be included in the ICA.

b. Please identify any state commission decisions that required Intrado's proposed language regarding the process for Embarq ordering services from Intrado to be included in an ICA.

c. Please explain what Intrado means when it refers to AT&T as a co-carrier?

d. Please provide specific references and cites to any material that describe and explain in detail the web-based access that Intrado will be providing to Embarq through its ordering process.

e. Have AT&T and Intrado agreed to language regarding how Embarq orders services from Intrado? If so, does the remainder of the dispute center on the type of agreement (commercial versus Section 251(c)) in which such language should appear.

Intrado Comm Response:

a. The Parties' Section 251(c) interconnection agreement addresses the mutual exchange of traffic and interoperability between their networks as required by the Act, and terms and conditions regarding how services will be ordered between the Parties is necessary to effectuate interoperability and the mutual exchange of traffic. For the purposes of Section 251(c)(5) and its implementing rules, the FCC defined "interoperability" as "the ability of two or more facilities, or networks, to be connected, to exchange information, and to use the information that has been exchanged" (*FCC Interoperability Order*, 11 FCC Rcd 19392, ¶ 178

(1996)). The FCC determined "that the concepts of seamlessness and transparency" are incorporated into its definition. How the Parties will order services from each other is an important principle to the interconnection of 911/E911 networks. The emergence of a competitive 911/E911 service market will require network and operational modifications to guarantee that Florida PSAPs continue to have all the service functionality and interoperability available to them today when the county or PSAP chooses a competitive provider.

b. To date, there are no state commission decisions that have required Intrado Comm's proposed language regarding the process for Embarq ordering services from Intrado Comm to be included in an interconnection agreement. The Ohio commission, however, found that Intrado Comm and Embarq must cooperate as co-carriers for the benefit of public safety: "[T]he Commission directs that Intrado and the ILEC providing wireline emergency 9-1-1 service shall operate in a cooperative manner to ensure that emergency 9-1-1 calls continue unimpeded between end users and PSAPs" (*Ohio Certification Order* at Finding 9, which can be found at CSL-2). Cooperation among carriers cannot take place unilaterally. By including language regarding Intrado Comm's ordering process in the Parties' interconnection agreement, Embarq will be aware of the process to order services and facilities from Intrado Comm.

c. The term "co-carrier" is meant to indicate two entities working together to ensure that Florida consumers and public safety agencies have the benefits of competition and a reliable and redundant 911 network. The FCC has used the term "co-carriers" to describe a situation when both the ILEC and new entrant gain value from the interconnection arrangement (*Local Competition Order* ¶ 553). Use of the term "co-carrier" is intended to convey equality – both carriers operating based on reciprocal and mutually beneficial terms and conditions.

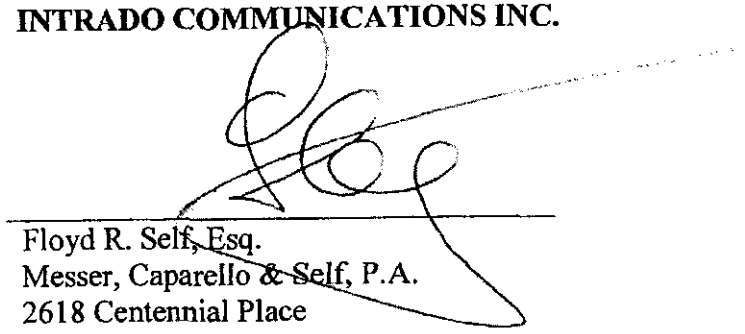
d. Please see Attachment 7a to Staff's 2nd POD. Also attached are additional documents associated with Intrado Comm's web-based interface for access service request provisioning. Please see Attachment 68d to Staff 3rd ROG.

e. Yes, Intrado Comm and Embarq have agreed upon the language regarding how Embarq will order services from Intrado Comm. The remainder of the dispute between the Parties concerns whether this language should be included in a Section 251(c) interconnection agreement.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm Regulatory and Government Affairs

Respectfully submitted this 26th day of June, 2008.

INTRADO COMMUNICATIONS INC.



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Its Attorneys

4901:1-7-06 Interconnection.

The term interconnection as used in this chapter refers to the facilities and equipment physically linking two networks for the mutual exchange of traffic.

(A) General interconnection standards

(1) Each telephone company has the duty to interconnect directly or indirectly with the facilities and equipment of other telephone companies.

(2) Each telephone company shall make available interconnection to other telephone companies for the mutual exchange of traffic upon receipt of a request for interconnection, unless the commission orders a waiver of this requirement.

(3) All telephone companies shall have the duty to negotiate in good faith the terms and conditions of the interconnection agreement.

(4) Each incumbent local exchange carrier (ILEC) shall provide, for the facilities and equipment of any requesting telephone company, interconnection with the ILEC's network, for the transmission and routing of telephone exchange traffic, exchange access traffic, or both. Also, a telephone company requesting interconnection solely for the purpose of originating or terminating its interexchange traffic, not for the provision of telephone exchange service and exchange access to others, on an ILEC's network is not entitled to receive interconnection pursuant to 47 U.S.C. 251(c)(2), as effective in paragraph (A) of rule 4901:1-7-02 of the Administrative Code.

(5) Each ILEC shall provide interconnection to requesting telephone companies at any technically feasible point within its network, with quality at least equal to that provided by that ILEC to itself or to any subsidiary, affiliate, or any other party to which it provides interconnection pursuant to 47 C.F.R. 51.305, as effective in paragraph (A) of rule 4901:1-7-02 of the Administrative Code. Any telephone company requesting interconnection to the existing network may do so via feature group D-type interconnection or via a mutually agreed upon interconnection arrangement. Interconnecting carriers may use one-way trunks or two-way trunks to interconnect for traffic transport and termination if it is technically feasible. Technically feasible methods of obtaining interconnection or access to unbundled network elements include, but are not limited to: a) collocation at the premises of the ILEC; and b) meet point interconnection arrangements, pursuant to rule 4901:1-7-11 of the Administrative Code, 47 C.F.R. 51.321 and 51.323, as effective in paragraph (A) of rule 4901:1-7-02 of the Administrative Code. If a meet point arrangement is requested from the ILEC for the purpose of gaining access to unbundled network elements and/or for the purpose of exchanging traffic with the ILEC, each carrier is required to bear the network cost on its side of the point of interconnection in the meet point arrangement.

(6) Technically feasible points of interconnection within the ILEC's network shall include at a minimum:

(a) The line side of a local switch.

(b) The trunk side of a local switch.

(c) The trunk interconnection points for a tandem switch.

(d) Central office cross-connect points.

(e) Out-of-band signaling transfer points necessary to exchange traffic at these points and access call-related databases.

(f) The points of access to unbundled network elements as described in rule 4901:1-7-16 of the Administrative Code and 47 CFR 51.319, as effective in paragraph (A) of rule 4901:1-7-02 of the Administrative Code.

(7) Interconnection rates, terms, and conditions shall be established through negotiation between telephone companies upon receipt of a request for interconnection or through arbitration. Such arrangements shall be processed pursuant to rule 4901:1-7-07 of the Administrative Code.

(B) Basic requirements for request for interconnection A request for interconnection shall be in writing and shall detail the specifics of the request. A request for interconnection shall include at a minimum, as applicable, the following:

(1) The requested *meet point(s)* or, in the alternative, the requested point(s) of interconnection (e.g., the end office, tandem, etc.).

(2) The requested reciprocal compensation arrangement for transport and termination of traffic.

(3) A description of any required unbundled network elements and the requested method of access to the operation support system associated with these unbundled network elements.

(4) A list of the requested *telecommunications services* to be offered for resale by the providing telephone company, and required operational support systems associated with the resale of these telecommunications services.

(5) If transit traffic functionality is required, the requested method(s) of providing that functionality *at each requested* point of interconnection.

(6) A list including names, phone numbers, e-mail, and areas of responsibility of the requesting carrier's contact persons for the negotiation process.

Effective: 11/30/2007

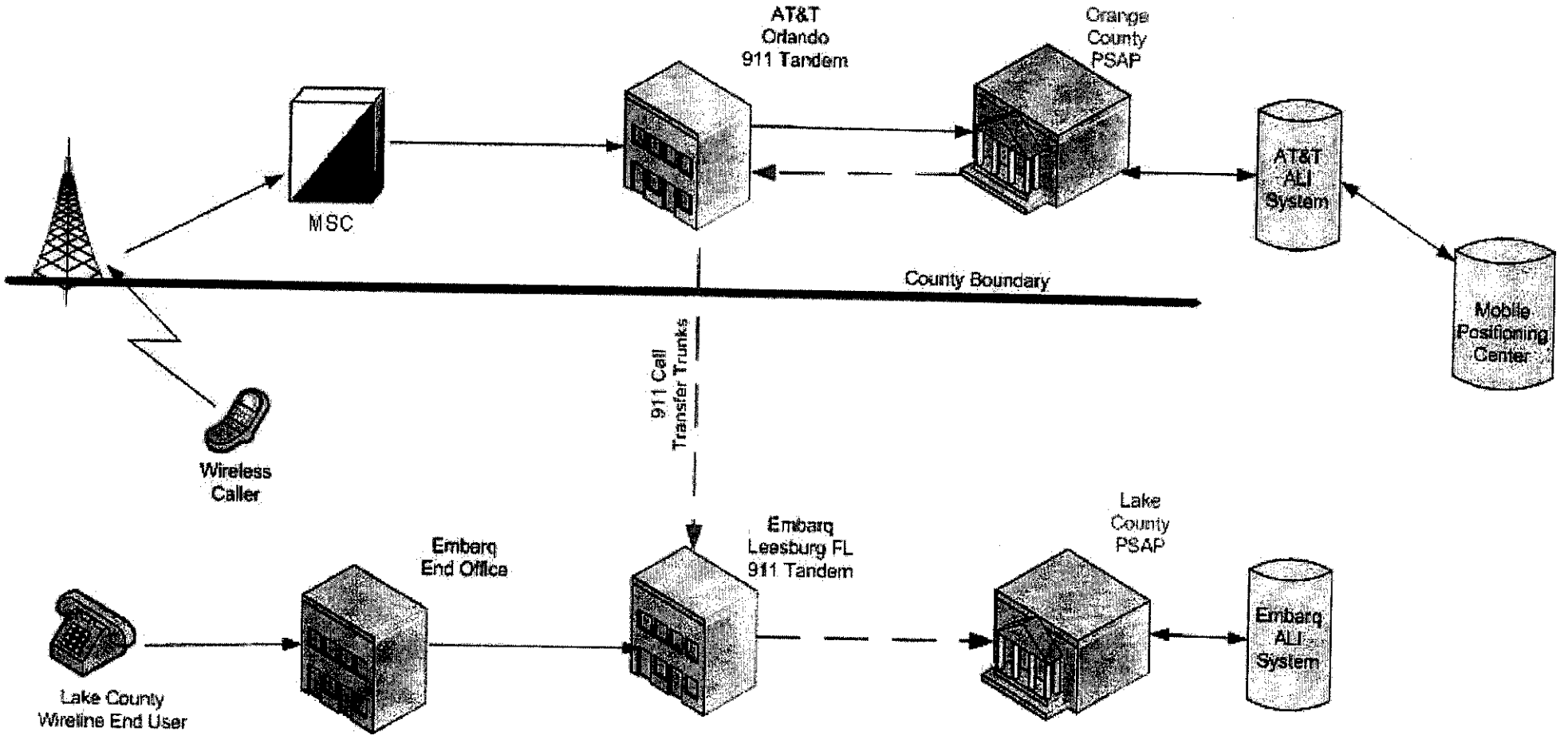
R.C. 119.032 review dates: 11/30/2012

Promulgated Under: 111.15

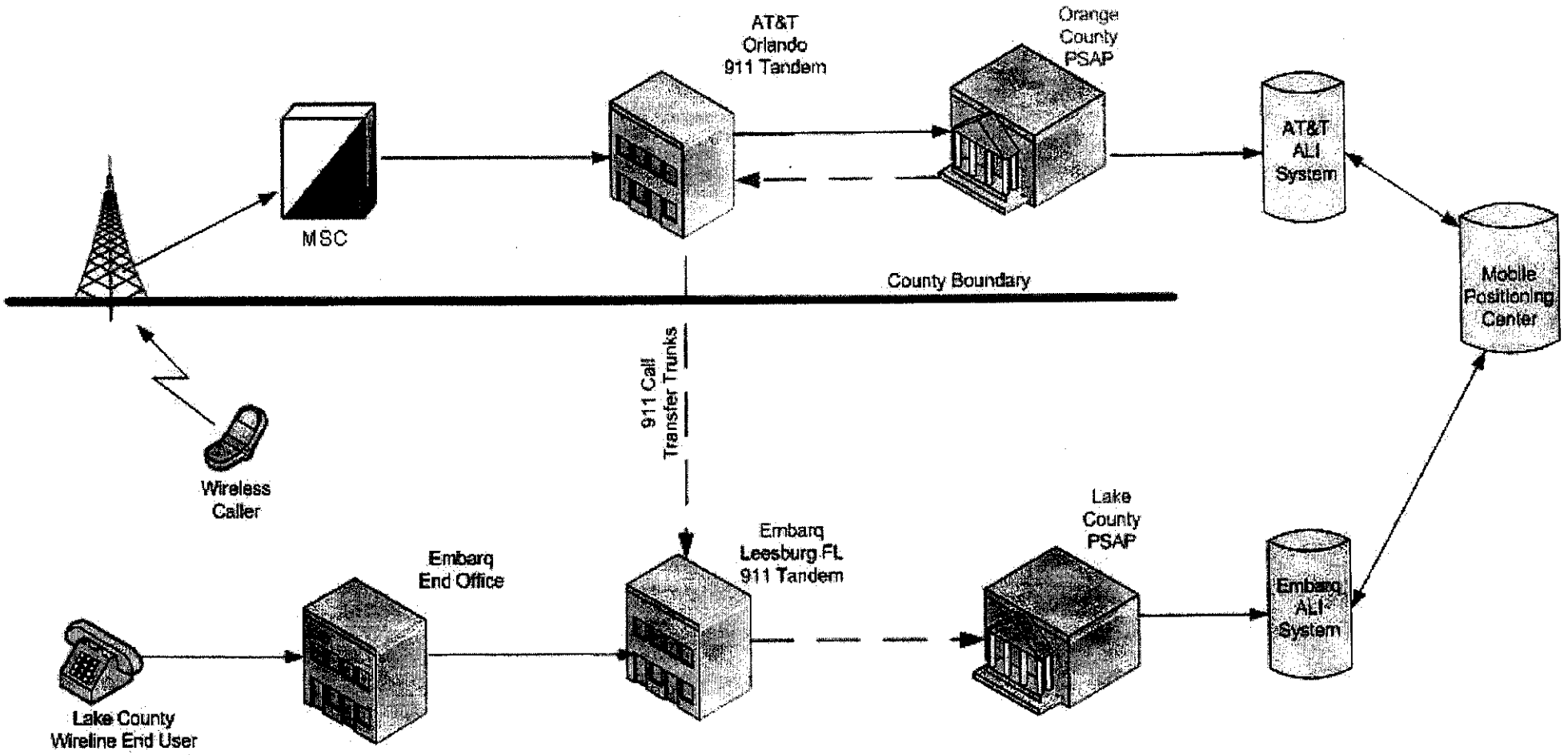
Statutory Authority: 4901.13

Rule Amplifies: 4901.13

Existing Wireless Call Transfer Arrangement (w/o ALI)



Proposed Wireless Call Transfer Arrangement (with ALI)



Note: Wireless & Nomadic Call Transfer across Wireline E911 Networks can occur if ALI providers cooperatively synchronize ALI steering tables as requested by Intrado Comm during negotiations

E9-1-1 Ordering and Provisioning Process Overview

Telecommunication Service Providers must enter into an agreement for interconnection with Intrado Communications Inc. to ensure their end users dialing 9-1-1 reach the PSAPs served by the Intrado Intelligent Emergency Network®. Upon execution of the Interconnection Agreement Intrado and the TSP complete the following E9-1-1 Ordering and Provisioning process:

1) Intrado provides a USER ID and Password which enables the TSP to access Intrado's Interconnection Provisioning webpage.
2) The TSP downloads the Intrado TSP Interface Specifications and completes the Port Service Request (PSR) form for each Regional Co-Location (RCL) requiring connection.
3) The TSP submits the completed PSR form to the following mailbox IENVprovisioning@intrado.com.
4) Intrado responds within 2 business days with confirmation of receipt of the PSR form, and Intrado Facility Point Codes (if applicable – SS7 Connectivity only), and further instruction on SS7 connectivity.
5) Once the TSP secures Connecting Facility Assignment/Tie Down (CFA) information and the TSP circuit is delivered to the Intrado RCL location the TSP must resubmit the PSR form (version 2) with the CFA information, the requested test date, and the Exchange Company Circuit ID.
6) Intrado responds within 5 business days of the version 2 submittal confirming cross connect and to schedule initial testing.
7) Please forward any questions to IENVprovisioning@intrado.com

XXXXXXXXX*Intrado Confidential/Proprietary*XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

E9-1-1 Port Service Request Directions and Field Descriptions

Directions

1) Complete the Port Service Request (PSR) for each Regional Co-Location (RCL) you will be connecting to.
2) Submit completed PSR form to the following mailbox IENVprovioning@intrado.com.
3) Intrado will reply within 5 business days with facility assignments and Point Codes (if applicable – SS7 Connectivity only).
4) Please forward any questions to IENVprovioning@intrado.com

Field Descriptions

1. Administrative Section

PON – ***Purchase Order Number*** - Identifies the Telephone Service Providers (TSP's) unique purchase-order or requisition number that authorizes the issuance of this request or supplement.
USAGE – The field is required.
DATA CHARACTERISTICSCHARACTERISTICS – 16 alpha numeric characters
EXAMPLE: 824Z9

VER – ***Version Identification*** – Identifies the TSP version number
USAGE – The field is required
DATA CHARACTERISTICSCHARACTERISTICS – Up to 2 alpha numeric characters
EXAMPLE: A2

D/TSENT – ***Date Sent*** – Identifies the date the Port Service Request is sent by the TSP.
Two Digit Month (01-12)
Two Digit Date (01-31)
Four Digit Year (0000-9999)
USAGE – The field is required.
DATA CHARACTERISTICSCHARACTERISTICS – 8 numeric characters (including 2 hyphens)
EXAMPLE: 05-22-2007

DDD – ***Desired Due Date*** – Identifies the TSP's desired due date.
Two Digit Month (01-12)
Two Digit Date (01-31)
Four Digit Year (0000-9999)
USAGE – The field is required.
DATA CHARACTERISTICSCHARACTERISTICS – 8 alpha numeric characters (including 2 hyphens)
EXAMPLE: 03-02-2008

PROJECT – ***Project Identification*** – Identifies the project with which the request is to be associated. Examples of the use of this field would be relating multiple requests especially for an initial cutover.
USAGE – The field is optional.
DATA CHARACTERISTICSCHARACTERISTICS – Up to 16 alpha numeric characters
EXAMPLE: MS736119

PPTD – ***Test Date*** - Identifies the pre-negotiated test date for the start of testing. Must be greater than the desired due date.
USAGE – The field is optional
DATA CHARACTERISTICSCHARACTERISTICS – 8 alpha numeric/characters (including 2 hyphens)
VALID ENTRIES:

U.S. Standard	Metric Format
Two Digit Month (01-12)	Two Digit Century (00-99)
Two Digit Day (01-31)	Two Digit Year (00-99)
Four Digit Year (0000-9999)	Two Digit Day (01-31)

EXAMPLE: 03-22-2007

NOR – ***Number of Requests*** - Identifies both specific and total quantity of requests within a group of Requests being ordered
USAGE – The field is required
DATA CHARACTERISTICS – 4 numeric characters
EXAMPLE: 01 of 06

ACT – ***Activity*** – Identifies the activity involved in this request
USAGE – This field is required
DATA CHARACTERISTICS – 1 alpha character
VALID ENTRIES:
N = New installation or increase in capacity
D = Disconnection or decrease in capacity
C = Change CAMA to SS7, ISDN, or IP
EXAMPLE: N

SUP – ***Supplement Type*** - A supplement is any new iteration of a PSR. The entry in the SUP field identifies the reason for which the supplement is being issued.
USAGE – The field is conditional. Not for use on an initial request.
DATA CHARACTERISTICS – 1 numeric character.
VALID ENTRIES:

1 = Cancel - Indicates that the pending order is to be canceled in its entirety.
2 = New Due Date - Indicates that the pending order requires only a change of due date.
3 = Other - Any other change to the request.
4 = Correction - Indicates that this request is being issued to correct a previous request for which a firm confirmation has not been received.

EXAMPLE: 4

EXP – ***Expedite*** - Indicates that expedited treatment is requested and any charges generated in provisioning this request (e.g., additional engineering charges or labor charges if applicable) will be accepted.
USAGE – The field is optional
DATA CHARACTERISTICS – 1 alpha character.
VALID ENTRIES:

Y = Expedite Charges Authorized

EXAMPLE: Y

CKR – ***TSP Circuit Reference*** (primary/secondary) – Identifies the circuit number or range of circuit numbers used by the TSP.
USAGE – The field is optional
DATA CHARACTERISTICS – Up to 53 alpha/numeric characters.
EXAMPLE: L0002-0024

ECCKT – ***Exchange Company Circuit ID*** (Primary/Secondary) – Identifies an AP circuit ID or multiple circuit IDs.
USAGE – The field is optional
DATA CHARACTERISTICS – Up to 53 alpha/numeric characters.
EXAMPLE: L0002-0024

RORD – ***Related Order Number*** – Identifies a related AP order number.
USAGE – The field is optional
DATA CHARACTERISTICS – Up to 17 alpha/numeric characters
EXAMPLE: C456895

RPON – ***Related Purchase Order Number*** – Identifies the PON of a related Port Service Request.
USAGE – The field is optional
DATA CHARACTERISTICS – Up to 16 alpha/numeric characters
EXAMPLE: 824Z9

RCL SITE – ***Regional Co-Location Site*** – The location of the RCL site that the TSP is connecting into. Each TSP must connect to a minimum of two RCL locations. For a list of RCL locations go to Intrado's IEN Interconnection web page at www.Intradocomm.com.
USAGE – This field is required
DATA CHARACTERISTICS – City: 32 alpha characters, State: 2 alpha characters
EXAMPLE: City: Denver; State: CO

REMARKS - Identifies a free flowing field which can be used to expand upon and clarify other data on this form.
USAGE – The field is optional
DATA CHARACTERISTICS – Up to 186 alpha/numeric characters
EXAMPLE: DISC OF FIRST CIRCUIT IN GROUP

2. Billing Section

BILLNM – ***Billing Name*** - Identifies the name of the person, office, or company to whom the TSP has designated that the bill be sent.
USAGE – The field is required
DATA CHARACTERISTICS – Up to 25 alpha/numeric characters
EXAMPLE: XYZ CORPORATION

SBILLNM – ***Secondary Billing Name*** - Identifies the name of a department or group within the designated BILLNM entry.
USAGE – The field is optional
DATA CHARACTERISTICS – Up to 25 alpha/numeric characters
EXAMPLE: TSPCOUNTS RECEIVABLE

STREET – ***Street Address*** - Identifies the street of the billing address associated with the billing name.
USAGE – The field is required.
DATA CHARACTERISTICS – Up to 25 alpha/numeric characters
EXAMPLE: 125 E MAIN STREET

FLOOR - Identifies the floor for the billing address associated with the billing name.
USAGE – The field is optional
DATA CHARACTERISTICS – Up to 3 alpha/numeric characters
EXAMPLE: 32

ROOM - Identifies the room for the billing address associated with the billing name.
USAGE – The field is optional
DATA CHARACTERISTICS – Up to 6 alpha/numeric characters
EXAMPLE: 1K151A

CITY - Identifies the city, village, township, etc. of the billing address associated with the billing name.
USAGE – The field is required.
DATA CHARACTERISTICS – Up to 25 alpha/numeric characters
EXAMPLE: LONGMONT

STATE – ***State/Province*** - Identifies the two character postal code for the state/province of the billing address associated with the billing name.
USAGE – The field is required.
DATA CHARACTERISTICS – 2 alpha/numeric characters
EXAMPLE: CO

ZIP CODE - Identifies the zip code or zip+4 of the billing address associated with the billing name.
USAGE – The field is required.
DATA CHARACTERISTICS – 12 alpha/numeric characters
EXAMPLE: 07039 or 08854-1234

BILLCON – ***Billing Contact*** - Identifies the name of the person or office to be contacted on billing matters.
USAGE – The field is required.
DATA CHARACTERISTICS – Up to 15 alpha/numeric characters
EXAMPLE: JANE T DOE

TEL NO – ***Telephone Number*** - Identifies the telephone number of the billing contact.
USAGE – The field is required.
DATA CHARACTERISTICS – 14 (10 digit + 4 digit extension) alpha/numeric characters (including 3 hyphens)
EXAMPLE: 201-555-3400-2223

3. Contact Section

INIT – ***Initiator Identification*** - Identifies the TSP's employee who originated this request.
USAGE – The field is required.
DATA CHARACTERISTICS – Up to 15 alpha/numeric characters
EXAMPLE: JOHN SMITH

TEL NO – ***Telephone Number*** - Identifies the telephone number of the TSP's employee who initiated the request.
USAGE – The field is required.
DATA CHARACTERISTICS – 14 (10 digit + 4 digit extension) alpha/numeric characters (including 3 hyphens)
EXAMPLE: 201-555-3400-2225

FAX NO – ***Fax Number*** - Identifies the fax number of the TSP's employee who initiated the request.
USAGE – The field is optional.
DATA CHARACTERISTICS – 10 digits (including 2 hyphens)
EXAMPLE: 201-981-3500

ENGINEERING - Engineering Identification
USAGE – The field is required.
DATA CHARACTERISTICS – Up to 15 alpha/numeric characters
EXAMPLE: JOHN SMITH

TEL NO – ***Telephone Number*** - Identifies the telephone number of the TSP's employee who initiated the request.
USAGE – The field is required.
DATA CHARACTERISTICS – 14 (10 digit + 4 digit extension) alpha/numeric characters (including 3 hyphens)
EXAMPLE: 201-555-3400-2225

FAX NO – ***Fax Number*** - Identifies the fax number of the TSP's employee who initiated the request.
USAGE – The field is optional.
DATA CHARACTERISTICS – 10 digits (including 2 hyphens)
EXAMPLE: 201-981-3500

TEST - Tester Identification
USAGE – The field is required.
DATA CHARACTERISTICS – Up to 15 alpha/numeric characters
EXAMPLE: JOHN SMITH

TEL NO – ***Telephone Number*** - Identifies the telephone number of the TSP's employee who initiated the request.
USAGE – The field is required.
DATA CHARACTERISTICS – 14 (10 digit + 4 digit extension) alpha/numeric characters (including 3 hyphens)
EXAMPLE: 201-555-3400-2226

FAX NO – ***Fax Number*** - Identifies the fax number of the TSP's employee who initiated the request.
USAGE – The field is optional.
DATA CHARACTERISTICS – 10 digits (including 2 hyphens)
EXAMPLE: 201-981-3500

SITE - Site Contact Tester Identification
USAGE – The field is required.
DATA CHARACTERISTICS – Up to 15 alpha/numeric characters
EXAMPLE: JOHN SMITH

TEL NO – ***Telephone Number*** - Identifies the telephone number of the TSP's employee who initiated the request.
USAGE – The field is required.
DATA CHARACTERISTICS – 14 (10 digit + 4 digit extension) alpha/numeric characters (including 3 hyphens)
EXAMPLE: 201-555-3400-2226

FAX NO – ***Fax Number*** - Identifies the fax number of the TSP's employee who initiated the request.
USAGE – The field is optional.
DATA CHARACTERISTICS – 10 digits (including 2 hyphens)
EXAMPLE: 201-981-3500

NOC – ***Network Operations Center*** - Identifies the NOC Telephone number for future trouble reporting of this connectivity.
USAGE – The field is required
DATA CHARACTERISTICS – 10 digits (including 2 hyphens)
EXAMPLE: 201-981-3500

4. Trunking/Connectivity

Connectivity choices for connecting to Intrados' Co-Location facilities. (Note: *SS7 is the preferred method of connectivity.)*

- ____ SS7 via Direct Connection to Intrado
- ____ SS7 via VeriSign
- ____ SS7 via alternate SS7 provider
- ____ CAMA
- ____ ISDN/PRI Signaling

DSO – Identifies number of DS 0's being used. **(Note: *Minimum requirement is two.*)**
USAGE – The field is required.
DATA CHARACTERISTICS – 2 numeric digits.
EXAMPLE: 02

HOM – ***Homed*** - Will DSOs be single (S), double (D) or triple (T) homed.
USAGE – The field is required.
DATA CHARACTERISTICS – 1 alpha character.
EXAMPLE: D

TRFTYP – ***Traffic Type*** - Identifies the type of Traffic. Wireline (WRLN), Wireless (WRLS) or Voice over IP (VOIP).
USAGE – The field is required.
DATA CHARACTERISTICS – 4 alpha numeric characters
EXAMPLE: WRLN

TCIC – ***Trunk Circuit Identification Code*** – Identifies a specific trunk for which CCS is being performed.
USAGE – The field is required.
DATA CHARACTERISTICS – 11 alpha/numeric characters
EXAMPLE: 02345-02347

TRGP – ***Trunk Group*** – Identifies trunk group as either Selective Routing (SR) or Trunk only routing (TO).
USAGE – The field is required.
DATA CHARACTERISTICS – 2 alpha characters
EXAMPLE: TO

PSAP – ***Public Safety Answering Point*** - Identifies the Public Safety Answering Point to be used in the event of an ANI failure.
USAGE – The field is required.
DATA CHARACTERISTICS – Up to 25 alpha/numeric characters
EXAMPLE: HOWARD COMM CTR

ESN – ***Emergency Services Number*** - Identifies the default Emergency Service Number that determines the PSAP to which the call will be routed should an ANI failure occur.
USAGE – The field is required.
DATA CHARACTERISTICS – 5 numeric characters
EXAMPLE: 00312

CFA – ***Connecting Facility Assignment*** - Identifies the provider carrier system and channel to be used from a Wideband Analog, High Capacity or Optical Network facility when the customer has assignment control.
USAGE – The field is required.
DATA CHARACTERISTICS – Up to 42 alpha/numeric characters
EXAMPLE: 101/T1/3/BSTNMAGTCGO/BSTNMAMTCG0

CSL – *Customer Switch Location* - Identifies the CLLI Code of the customer's switch.
USAGE – The field is required.
DATA CHARACTERISTICS – 11 alpha/numeric characters
EXAMPLE: CHCGILWRDS0
CSPC– *Customer Signaling Point Code* - Identifies the electronic address of the customer's signaling point (SP) or signaling transfer point (STP) in a CCS network.
USAGE – The field is required for SS7 Connectivity.
DATA CHARACTERISTICS – 11 numeric characters (including 2 hyphens)
EXAMPLE: 249-255-101

NENA– *NENA ID of Telephone Service Provider* - Identifies the NENA ID
USAGE – The field is required.
DATA CHARACTERISTICS – Up to 6 alpha/numeric characters
EXAMPLE: ITRDO

IMP– *Implied NPA* - Identifies the implied NPA
USAGE – The field is required.
DATA CHARACTERISTICS – 3 digits
EXAMPLE: 303

INF– *Information Digit* - Identifies if an information digit is being used.
USAGE – The field is required if using CAMA only.
DATA CHARACTERISTICS – One alpha character (Y) Yes or (N) No
EXAMPLE: N

NPAT– *NPA per trunk group* - If multiple NPAs are used this field identifies the NPA per Trunk Group.
USAGE – The field is required if using CAMA and multiple NPAs only.
DATA CHARACTERISTICS – Up to 30 alpha/numeric characters
EXAMPLE: TR1=NPA212

ISUP– *ISUP Parameter* - Identifies the ISUP Parameter Used. (See ISUP Parameter Table on next page.)
USAGE – The field is required for SS7 connectivity
DATA CHARACTERISTICS – Up to 6 alpha/numeric characters
EXAMPLE: NCASA1

eference Tables for ISUP Parameter:

ISUP Parameter Option for wireline/wireless calls	OLI Wireless	CpCAT Emergency	Called Party Number	Calling Party Number	Charge Number	Generic Digits Parameter
NCAS A1	NO	YES	911	ANI/pANI	ANI/pANI	BLANK
NCAS A2	NO	YES	911	ANI/pANI	-	BLANK
NCAS A3	NO	YES	911	-	ANI/pANI	BLANK

ISUP Parameter Option for wireless calls	OLI Wireless	CpCAT Emergency	Called Party Number	Calling Party Number	Charge Number	Generic Digits Parameter
CAS A1	YES	YES	911	CBN	CBN	ESRD
CAS A2	YES	YES	911	CBN	-	ESRD
CAS A3	YES	YES	911	-	CBN	ESRD
CAS E1	YES	YES	ESRD	CBN	CBN	BLANK
CAS E2	YES	YES	ESRD	CBN	-	BLANK
CAS I1	YES	YES	ESRD	CBN	CBN	ESRD
CAS I2	YES	YES	ESRD	CBN	-	ESRD

Intrado®

Port Service Request Form

For IEN-Voice Deployments

ADMINISTRATIVE INFORMATION	
PON	VER
D/TSENT	DDD
PROJECT	PPTD
NOR of	ACT
SUP	EXP
CKR(primary)	CKR(secondary)
ECCKT(primary)	ECCKT(secondary)
RORD	RPON
RCL SITE: CITY: STATE:	
REMARKS	

BILLING	
BILLNM	SBILLNM
STREET	FLOOR
ROOM	CITY
STATE	ZIP CODE
BILLCON	TEL NO

intrado

Port Service Request Form

For IEN-Voice Deployments

CONTACT INFORMATION		
INIT	TEL NO	FAX
ENGINEERING	TEL NO	FAX
TEST	TEL NO	FAX
SITE	TEL NO	FAX
NOC	TEL NO	

TRUNKING/CONNECTIVITY	
☐ SS7 VIA DIRECT CONNECTION ☐ SS7 OTHER ☐ ISDN/PRI SIGNALING	☐ SS7 VIA VERISIGN ☐ CAMA
DS0 QUANTITY	HOM
TRFTYP	TCIC
TRGP	PSAP
ESN	CFA
CSL	CSPC
NENA	IMP
INF	NPAT
ISUP	

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: n/a

PARTY: Staff

DESCRIPTION: Composite of Responses to Staff's Request for Production of Documents from Intrado

a. Intrado's Responses to Staff's First Request for Production of Documents (1-7)	001
b. Intrado's Responses to Staff's Second Request for Production of Documents (8-20)	021
c. Intrado's Responses to Staff's Third Request for Production of Documents (21-29)	287

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 4
COMPANY FL PSC Staff
WITNESS Composite of Responses to Staff's Request
DATE 07/09/08
STIP-4

PROFFERING PARTY: Staff

I.D. # STIP-4

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intrado Communications, Inc. for arbitration of certain rates, terms, and conditions for interconnection and related arrangements with Embarq Florida, Inc. pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Section 364.162, F.S.	Docket No. 070699-TP

INTRADO COMMUNICATIONS INC.'S RESPONSES TO FPSC STAFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS (Nos. 1-7)

Intrado Communications Inc. ("Intrado Comm"), by its attorneys, hereby respectfully responds to the Florida Public Service Commission ("Commission") Staff's Request for Production of Documents (Nos. 1-7) as follows:

REQUEST FOR PRODUCTION OF DOCUMENTS

1. **Please provide all documents that were relied upon in the preparation of your responses to staff's interrogatory 5.**

Intrado Comm Response:

Below are the citations for the documents Intrado Comm relied upon in the preparation of its response to Staff Interrogatory 5:

Local Competition Order, 11 FCC Rcd 15499, ¶¶ 202, 554 (1996)
47 C.F.R. § 51.305

2. **Please provide all documents that were relied upon in the preparation of your responses to staff's interrogatory 6(b).**

Intrado Comm Response:

Below are the citations for the documents Intrado Comm relied upon in the preparation of its response to Staff Interrogatory 6(b):

47 C.F.R. § 51.5

3. **Please provide all documents that were relied upon in the preparation of your responses to staff's interrogatory 7(b).**

Intrado Comm Response:

Below are the citations for the documents Intrado Comm relied upon in the preparation of its response to Staff Interrogatory 7(b):

47 U.S.C. § 153(26)
47 U.S.C. § 153(47).
Deployment of Wireline Services Offering Advanced Telecommunications Capability, 15 FCC Rcd 385, ¶¶ 21, 30-31 (1999)
47 C.F.R. § 51.5

4. **Please provide any contractual agreements that are currently in effect between Embarq and any Intrado entity for the provision of telecommunications services in the state of Florida.**

Intrado Comm Response:

There are no contractual agreements for the provision of telecommunications services between Embarq and any Intrado entity in the state of Florida. Intrado Inc., Intrado Comm's parent, has commercial agreements with various Embarq entities. For example, Intrado Inc. has an agreement with Embarq (formerly Sprint) to arrange access to the public switched telephone network for VoIP service providers. Intrado Inc. serves as a non-regulated middleman enabling relationships between interconnected VoIP service providers and the regulated telecommunications service provider Sprint (now Embarq) to gain access to Sprint's 911 services to PSAPs. Intrado Comm is not a party to any agreements between Embarq and Intrado Inc. The agreements between Intrado Inc. and the Embarq ILEC entities do not pertain to the 911 services to PSAPs for which Intrado Comm requires interconnection from Embarq pursuant to Section 251(c).

5. **Please provide all documents that support your response to staff's interrogatory 24(c).**

Intrado Comm Response:

None.

6. **Please provide all documents that support your response to Staff's interrogatory 24(d).**

Intrado Comm Response:

None.

7. **Please provide all documents that support your response to staff's interrogatory 24(e).**

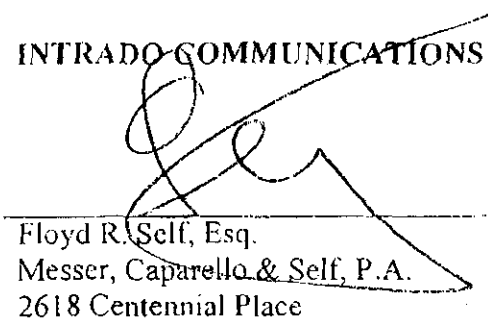
Intrado Comm Response:

See Intrado Comm document titled "E911 Port Service Request Guidelines," which provides information on Intrado Comm's ordering process and which is attached as Attachment No. 7a. See also Intrado Comm document titled "IEN Interconnection Pricing Schedule," which sets forth the Intrado Comm-provided services Embarq may order and the rates for those services, which is also attached as Attachment 7b.

Respectfully submitted this 29th day of May, 2008.

Respectfully submitted,

INTRADO COMMUNICATIONS INC.



Craig W. Donaldson
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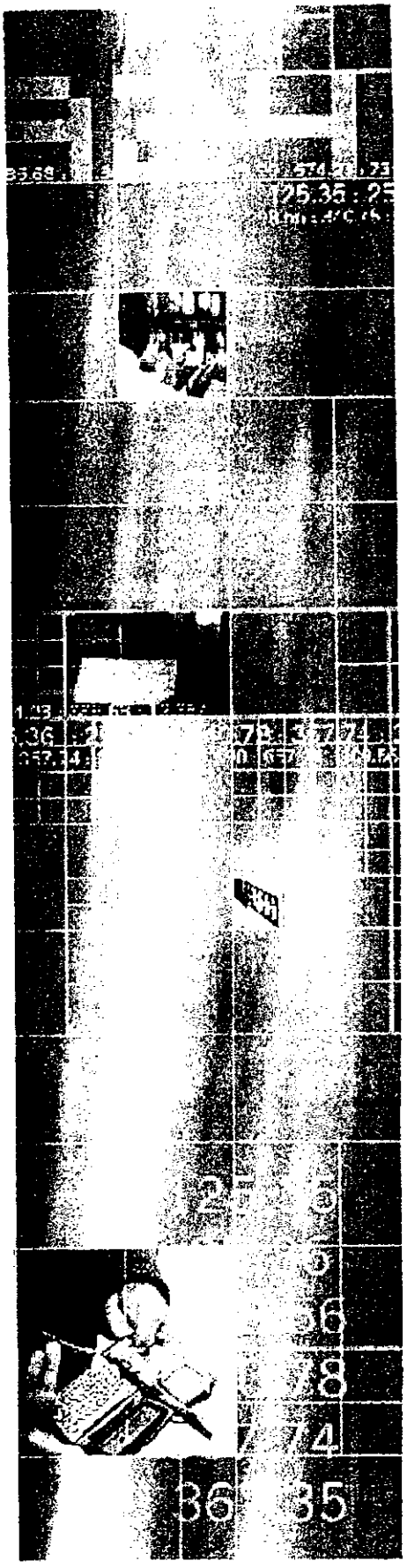
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Its Attorneys

E911 Port Service Request
Guidelines

Version 2008.05.15



intrado
Communications Inc.

Notice

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If you have any questions regarding the appropriate use of this software product and documentation, please direct your comments to:

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Longmont, CO 80503

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Port Service Request (PSR) Instructions and Field Descriptions

PSR Form Submittal Instructions

1. Complete the Port Service Request (PSR) form for each Point of Interface (POI) you will be connecting to.
2. Submit the completed PSR form to IENVprovisioning@intrado.com.
3. Upon receipt of the completed PSR form, Intrado will review the information provided and will reply within two (2) business days as follows:
   - Provide confirmation of receipt of the properly completed PSR form
   - Provide the Intrado Facility Point Codes (if applicable – applies to SS7 Connectivity only)
   - If the form is not properly completed, the confirmation will indicate missing or incorrect data and what additional or corrected information is needed. Please resubmit a properly completed form within two (2) business days (or sooner).
4. Once your circuit is delivered to the POI location, resubmit the PSR form as 'version 2' with your requested test date and the Exchange Company Circuit ID fields populated on the 'version 2' submittal.
5. Once the cross connect is completed, Intrado will notify the TSP of completion within five (5) business days of the 'version 2' submittal and schedule initial testing.
6. Please forward any questions to IENVprovisioning@intrado.com.

PSR Field Descriptions

Administrative Information Section of PSR Form

PON: Purchase Order Number. Identifies the Telephone Service Providers (TSP's) unique purchase-order or requisition number that authorizes the issuance of this request or supplement.

USAGE – The field is required.

DATA CHARACTERISTICSCHARACTERISTICS – 16 alpha numeric characters

EXAMPLE: 824Z9

VER: Version Identification. Identifies the TSP version number.

USAGE – The field is required.

DATA CHARACTERISTICSCHARACTERISTICS – Up to 2 alpha numeric characters

EXAMPLE: A2

DITSENT: Date Sent. Identifies the date the Port Service Request is sent by the TSP.

Two-Digit Month (01-12)

Two-Digit Date (01-31)

Four-Digit Year (0000-9999)

USAGE – The field is required.

DATA CHARACTERISTICSCHARACTERISTICS – 8 numeric characters (including 2 hyphens)

EXAMPLE: 05-22-2007

DDD: Desired Due Date. Identifies the TSP's expected delivery of CFA (Tie Down) .

Two-Digit Month (01-12)

Two-Digit Date (01-31)

Four-Digit Year (0000-9999)

USAGE – The field is required.

DATA CHARACTERISTICSCHARACTERISTICS – 8 alpha numeric characters (including 2 hyphens)

EXAMPLE: 03-02-2008

PROJECT: Project Identification. Identifies the project with which the request is to be associated. Examples of the use of this field would be relating multiple requests especially for an initial cutover.

USAGE – The field is optional.

DATA CHARACTERISTICSCHARACTERISTICS – Up to 16 alpha numeric characters

EXAMPLE: MS736119

PPTD: Test Date. Identifies the pre-negotiated test date for the start of testing. Must be greater than the desired due date.

USAGE – The field is optional.

DATA CHARACTERISTICSCHARACTERISTICS – 8 alpha numeric/characters (including 2 hyphens)

VALID ENTRIES:

U.S. Standard	Metric Format
Two -Digit Month (01-12)	Two -Digit Century (00-99)
Two-Digit Day (01-31)	Two-Digit Year (00-99)
Four-Digit Year (0000-9999)	Two-Digit Day (01-31)

EXAMPLE: 03-22-2007

NOR: Number of Requests. Identifies both specific and total quantity of requests within a group of Requests being ordered.

USAGE – The field is required

DATA CHARACTERISTICS – 4 numeric characters

EXAMPLE: 01 of 06

ACT: Activity. Identifies the activity involved in this request.

USAGE – The field is required.

DATA CHARACTERISTICS – 1 alpha character

VALID ENTRIES

New installation or increase in capacity

Disconnection or decrease in capacity

Change CAMA to SS7, ISDN, or IP

EXAMPLE: N

SUP: Supplement Type. A supplement is any new iteration of a PSR. The entry in the SUP field identifies the reason for which the supplement is being issued.

USAGE – The field is conditional. Not for use on an initial request.

DATA CHARACTERISTICS – 1 numeric character

VALID ENTRIES:

Cancel – Indicates that the pending order is to be cancelled in its entirety.

New Due Date – Indicates that the pending order requires only a change of due date.

Other – Any other change to the request.

Correction – Indicates that this request is being issued to correct a previous request for which a firm confirmation has not been received.

EXAMPLE: 4

EXP: Expedite. Indicates that expedited treatment is requested and any charges generated in provisioning this request (e.g., additional engineering charges or labor charges if applicable) will be accepted.

USAGE – The field is optional.

DATA CHARACTERISTICS – 1 alpha character

VALID ENTRIES:

Y = Expedite Charges Authorized

EXAMPLE: Y

CKR: TSP Circuit Reference (primary/secondary). Identifies the circuit number or range of circuit numbers used by the TSP.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 53 alpha/numeric characters.

EXAMPLE: 0002/DF88ES

ECCKT. Exchange Company Circuit ID (Primary/Secondary). Identifies the LEC local loop circuit ID or multiple circuit IDs.

USAGE – The field is required on final draft of order (Version 2).

DATA CHARACTERISTICS – Up to 53 alpha/numeric characters.

EXAMPLE: 0002/DF88ES

RORD. Related Order Number – Identifies a related AP order number.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 17 alpha/numeric characters

EXAMPLE: C456895

RPON: Related Purchase Order Number. Identifies the PON of a related Port Service Request.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 16 alpha/numeric characters

EXAMPLE: 824Z9

POI SITE: Point of Interface Site. The location of the POI site that the TSP is connecting into. Each TSP must connect to a minimum of two POI locations. For a list of POI locations, go to Intrado's IEN Interconnection web page at www.Intradocomm.com.

USAGE – The field is required.

DATA CHARACTERISTICS – City: 32 alpha characters, State: 2 alpha characters

EXAMPLE: City: Denver; State: CO

POI CLLI CODE: Point of Interface Site CLLI Code. The CLLI code of the POI site you are connecting into. For a list of POI CLLI Codes, go to Intrado's IEN Interconnection web page at www.Intradocomm.com.

USAGE – The field is required.

DATA CHARACTERISTICS – 11 alpha/numeric characters

EXAMPLE: WCHSOHGR0ED

REMARKS: Identifies a free flowing field which can be used to expand upon and clarify other data on this form.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 186 alpha/numeric characters

EXAMPLE: DISC OF FIRST CIRCUIT IN GROUP

Billing Section of PSR Form

BILLNM: Billing Name. Identifies the name of the person, office, or company to whom the TSP has designated that the bill be sent.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 25 alpha/numeric characters

EXAMPLE: XYZ CORPORATION

SBILLNM: Secondary Billing Name. Identifies the name of a department or group within the designated BILLNM entry.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 25 alpha/numeric characters

EXAMPLE: TSPCOUNTS RECEIVABLE

STREET: Street Address. Identifies the street of the billing address associated with the billing name.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 25 alpha/numeric characters

EXAMPLE: 125 E MAIN STREET

FLOOR: Identifies the floor for the billing address associated with the billing name.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 3 alpha/numeric characters

EXAMPLE: 32

ROOM: Identifies the room for the billing address associated with the billing name.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 6 alpha/numeric characters

EXAMPLE: 1K151A

CITY: Identifies the city, village, township, etc. of the billing address associated with the billing name.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 25 alpha/numeric characters

EXAMPLE: LONGMONT

STATE: State/Province. Identifies the two character postal code for the state/province of the billing address associated with the billing name.

USAGE – The field is required.

DATA CHARACTERISTICS – 2 alpha/numeric characters

EXAMPLE: CO

ZIP CODE: Identifies the zip code or zip+4 of the billing address associated with the billing name.

USAGE – The field is required.

DATA CHARACTERISTICS – 12 alpha/numeric characters

EXAMPLE: 07039 or 08854-1234

BILLCON: Billing Contact. Identifies the name of the person or office to be contacted on billing matters.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 15 alpha/numeric characters

EXAMPLE: JANE T DOE

TEL NO: Telephone Number. Identifies the telephone number of the billing contact.

USAGE – The field is required.

DATA CHARACTERISTICS – 14 (10 digit + 4 digit extension) alpha/numeric characters (including 3 hyphens)

EXAMPLE: 201-555-3400-2223

Contact Section of PSR Form

INIT: Initiator Identification. Identifies the TSP's employee who originated this request.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 15 alpha/numeric characters

EXAMPLE: JOHN SMITH

TEL NO: Telephone Number. Identifies the telephone number of the TSP's employee who initiated the request.

USAGE – The field is required.

DATA CHARACTERISTICS – 14 (10 digit + 4 digit extension) alpha/numeric characters (including 3 hyphens)

EXAMPLE: 201-555-3400-2225

FAX NO: Fax Number. Identifies the fax number of the TSP's employee who initiated the request.

USAGE – The field is optional.

DATA CHARACTERISTICS – 10 digits (including 2 hyphens)

EXAMPLE: 201-981-3500

ENGINEERING: Engineering Identification

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 15 alpha/numeric characters

EXAMPLE: JOHN SMITH

TEL NO: Telephone Number. Identifies the telephone number of the Engineering Contact.

USAGE – The field is required.

DATA CHARACTERISTICS – 14 (10 digit + 4 digit extension) alpha/numeric characters (including 3 hyphens)

EXAMPLE: 201-555-3400-2225

FAX NO: Fax Number. Identifies the fax number of the Engineering Contact.

USAGE – The field is optional.

DATA CHARACTERISTICS – 10 digits (including 2 hyphens)

EXAMPLE: 201 981-3500

TEST: Tester Identification

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 15 alpha/numeric characters

EXAMPLE: JOHN SMITH

TEL NO: Telephone Number. Identifies the telephone number of Tester.

USAGE – The field is required.

DATA CHARACTERISTICS – 14 (10 digit + 4 digit extension) alpha/numeric characters (including 3 hyphens)

EXAMPLE: 201-555-3400-2226

FAX NO: Fax Number. Identifies the fax number of the Tester.

USAGE – The field is optional.

DATA CHARACTERISTICS – 10 digits (including 2 hyphens)

EXAMPLE: 201-981-3500

SITE: Site Contact Tester Identification

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 15 alpha/numeric characters

EXAMPLE: JOHN SMITH

TEL NO: Telephone Number. Identifies the telephone number of the TSP's Site Contact.

USAGE – The field is required.

DATA CHARACTERISTICS – 14 (10 digit + 4 digit extension) alpha/numeric characters (including 3 hyphens)

EXAMPLE: 201-555-3400-2226

FAX NO: Fax Number. Identifies the fax number of the TSP's Site Contact.

USAGE – The field is optional.

DATA CHARACTERISTICS – 10 digits (including 2 hyphens)

EXAMPLE: 201-981-3500

NOC: Network Operations Center. Identifies the NOC Name for future trouble reporting of this connectivity.

USAGE – The field is required.

DATA CHARACTERISTICS – 25 alpha/numeric characters

EXAMPLE: XYZ NOC

TEL NO. Telephone Number. Identifies the NOC Telephone number for future trouble reporting of this connectivity.

USAGE – The field is required.

DATA CHARACTERISTICS – 10 digits (including 2 hyphens)

EXAMPLE: 201-981-3500

NOC EMAIL ADDRESS: Network Operations Center Email Address. Identifies the email address of the TSPs NOC.

USAGE – The field is required.

DATA CHARACTERISTICS – 50 alpha/numeric characters

EXAMPLE: XYZCORPNOC@XYZ.COM

Trunking/Connectivity Section of PSR Form

Connectivity choices for connecting to Intrado's POIs. (Note: SS7 is the preferred method of connectivity.)

____ SS7 via VeriSign

____ SS7 *via alternate SS7 provider*

____ CAMA

DSO: Identifies number of DS 0s being used. (Note: Minimum requirement is two.)

USAGE – The field is required.

DATA CHARACTERISTICS – 2 numeric digits.

EXAMPLE: 02

HOM: Homed. Specify whether the connection from your End Office single (S), double (D) or triple (T) homed.

USAGE – The field is required.

DATA CHARACTERISTICS – 1 alpha character.

EXAMPLE: D

TRFTYP: Traffic Type. Identifies the type of Traffic, i.e., Wireline (WRLN), Wireless (WRLS) or Voice over IP (VOIP)..

USAGE – The field is required.

DATA CHARACTERISTICS – 4 alpha numeric characters

EXAMPLE: WRLN

TCIC: Trunk Circuit Identification Code. Identifies a specific trunk for which CCS is being performed.

USAGE – The field is required.

DATA CHARACTERISTICS – 11 alpha/numeric characters

EXAMPLE: 02345-02347

TRGP: Trunk Group. Identifies trunk group as either Selective Routing (SR) or Trunk only routing (TO).

USAGE – The field is required.

DATA CHARACTERISTICS – 2 alpha characters

EXAMPLE: TO

PSAP: Public Safety Answering Point. Identifies the Default Public Safety Answering Point to be used in the trunk group.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 25 alpha/numeric characters

EXAMPLE: HOWARD COMM CTR

NPAT: NPA per trunk group. If multiple NPAs are used, this field identifies the NPA per Trunk Group.

USAGE – The field is required if using CAMA and multiple NPAs only.

DATA CHARACTERISTICS – Up to 30 alpha/numeric characters

EXAMPLE: TR1=NPA212

CFA: Connecting Facility Assignment (TIE-DOWN). Identifies the provider carrier system and channel to be used from a Wideband Analog, High Capacity, or Optical Network facility when the customer has assignment control.

USAGE – The field is required on final draft of order (Version 2)

DATA CHARACTERISTICS – Up to 42 alpha/numeric characters

EXAMPLE: 101/T1/3/BSTNMAGTCGO/BSTNMAMTCG0

CSL: Customer Switch Location. Identifies the CLLI Code of the customer's switch.

USAGE – The field is required.

DATA CHARACTERISTICS – 11 alpha/numeric characters

EXAMPLE: CHCGILWRDS0

CSPC: Customer Signaling Point Code. Identifies the electronic address of the customer's signaling point (SP) or signaling transfer point (STP) in a CCS network.

USAGE – The field is required for SS7 connectivity.

DATA CHARACTERISTICS – 11 numeric characters (including 2 hyphens)

EXAMPLE: 249-255-101

NENA: NENA ID of Telephone Service Provider. Identifies the NENA ID.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 6 alpha/numeric characters

EXAMPLE: ITRDO

IMP: Implied NPA. Identifies the implied NPA.

USAGE – The field is required for CAMA connectivity.

DATA CHARACTERISTICS – 3 digits

EXAMPLE: 303

INF: Information Digit. Identifies if an information digit is being used.

USAGE – The field is required if using CAMA only.

DATA CHARACTERISTICS – One alpha character (Y) Yes or (N) No

EXAMPLE: N

ISUP: ISUP Parameter. Identifies the ISUP Parameter Used. (See ISUP Parameter Table on next page.)

USAGE – The field is required for SS7 connectivity.

DATA CHARACTERISTICS – Up to 6 alpha/numeric characters

EXAMPLE: NCASA1

Reference Tables for ISUP Parameter

ISUP Parameter	OLI	CpCAT	Called Party	Calling Party	Charge	Generic Digits

Option for wireline/wireless calls	Wireless	Emergency	Number	Number	Number	Parameter
NCAS A1	NO	YES	911	ANI/pANI	ANI/pANI	BLANK
NCAS A2	NO	YES	911	ANI/pANI	-	BLANK
NCAS A3	NO	YES	911	-	ANI/pANI	BLANK

ISUP Parameter Option for wireless calls	OLI Wireless	CpCAT Emergency	Called Party Number	Calling Party Number	Charge Number	Generic Digits Parameter
CAS A1	YES	YES	911	CBN	CBN	ESRD
CAS A2	YES	YES	911	CBN	-	ESRD
CAS A3	YES	YES	911	-	CBN	ESRD
CAS E1	YES	YES	ESRD	CBN	CBN	BLANK
CAS E2	YES	YES	ESRD	CBN	-	BLANK
CAS I1	YES	YES	ESRD	CBN	CBN	ESRD
CAS I2	YES	YES	ESRD	CBN	-	ESRD

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OrlandoSentinel.com

EDITORIAL

Our position: The Osceola senator's attempt to kill commuter rail hurts her constituents

May 21, 2008



When commuter rail next comes before legislators, its chief opponent ironically could end up helping engineer its passage.

That's because Sen. Paula Dockery's hubristic arguments against the line running from DeLand to Poinciana are becoming so fallible she could lose all credibility on the issue by the next roll call.

Few lawmakers want to join a peer who can't be trusted. That's fast becoming Sen. Paula Dockery.

In the months preceding the vote that stalled commuter rail, Ms. Dockery vilified anyone planning to back its liability coverage. She did that even though she earlier voted for virtually the same coverage for South Florida's Tri Rail. She said almost $350 million could fund projects besides commuter rail. But only a fraction could.

Now comes Ms. Dockery, hawking a partisan poll she commissioned to further harm the project.

It found, she says, that Central Florida residents soured on commuter rail when they learned that taxpayers would partially fund it and that it would take them almost two and a half hours to traverse it.

Really? Traveling the entire 61 miles would take less than an hour and a half. And what's the hidden secret on government funding it? Government funds all transportation projects, including mass transit. Let's see if your coveted high-speed-rail project gets off the ground without it.

Keep up the propaganda, senator. It's helping estrange you from thousands of your constituents -- one-third of Osceola County lives in your district -- and ultimately may compromise your effort to kill commuter rail.

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Intrado Communications Inc.

IEN INTERCONNECTION PRICING SCHEDULE

	One Time Fee	Monthly Recurring Charge
Per DS1	$250.00	$127.00
Per DS0	$250.00	$ 40.00

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intrado Communications, Inc. for arbitration of certain rates, terms, and conditions for interconnection and related arrangements with Embarq Florida, Inc., pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Section 364.162, F.S.	DOCKET NO. 070699-TP DATED: June 11, 2008

INTRADO COMMUNICATIONS INC.'S
RESPONSES TO STAFF'S SECOND REQUEST
FOR PRODUCTION OF DOCUMENTS (Nos. 8-20)

Intrado Communications Inc. ("Intrado Comm"), by its attorneys, hereby respectfully responds to the Florida Public Service Commission ("Commission") Staff's Request for Production of Documents (Nos. 8-20) as follows:

DOCUMENTS REQUESTED

8. **Please identify and provide a copy of any documents that support Intrado's response to Interrogatory No. 27.**

Intrado Comm's position on multiple points of interconnection for 911 services is derived from the FCC chartered Network Interoperability and Reliability Council's Best Practices for 911 services. The link to all NRIC Public Safety Best Practices is: https://www.fcc.gov/nors/outage/bestpractice/ProcessBestPractice.cfm?RequestTimeout=500.

Specifically, Intrado Comm relied upon the following documents in the preparation of its response to Staff Interrogatory No. 27:

NRIC Best Practice (Attachment 8)
NENA 911 Tutorial (January 19, 2000) at page 13 (Attachment 10a)

9. **Please identify and provide a copy of any documents that support Intrado's response to Interrogatory No. 28.**

It is Intrado Comm's understanding that many of the existing mid-span meets were established prior to the Telecommunications Act of 1996 and the existence of such meet points is common knowledge as addressed in the FCC's *Local Competition Order* issued in August 1996. In the *Local Competition Order*, the FCC ruled that such mid-span meet points arrangements currently deployed between incumbent LECs should also be made available to competitive entrants because they represent technically feasible arrangements. *See Local Competition Order*, 11 FCC Rcd. 15499, 15779-782 (1996); *see also id.* ¶¶ 167-68 (requiring existing agreements

between neighboring non-competing LECs to be filed). The relevant portions of the *Local Competition Order* are set forth in Attachment 9.

10. Please identify and provide a copy of any documents that support Intrado's response to Interrogatory No. 29.

Intrado Comm relied upon the following documents in the preparation of its response to Staff Interrogatory No. 29:

NENA 911 Tutorial (January 19, 2000) at page 13 (Attachment 10a)
Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks, 22 FCC Rcd 10541 (2007) (Attachment 10b)
NRIC Best Practices for Public Safety found at:
https://www.fcc.gov/nors/outage/bestpractice/ProcessBestPractice.cfm?RequestTimeout=500

11. Please identify and provide a copy of any documents that support Intrado's response to Interrogatory No. 30.

Intrado Comm is unable to obtain any existing agreements between ILECs addressing the transport of 911 calls between them. Despite Mr. Maples statement that these are verbal agreements (Maples Pre-Filed Direct Testimony at 34, line 2), the FCC deems these ILEC arrangements as subject to Section 252 of the Act and required to be filed. Intrado Comm relied upon the following documents in preparation of its response to Staff Interrogatory No. 30:

Qwest Communications International Inc. Petition for Declaratory Ruling on the Scope of the Duty to File and Obtain Prior Approval of Negotiated Contractual Arrangements under Section 252(a)(1), 17 FCC Rcd 19337, ¶ 8 (2002) (Attachment 11)
Local Competition Order ¶¶ 167-68 (Attachment 9)

12. Please identify and provide a copy of any documents that support Intrado's response to Interrogatory No. 31.

The reliability, flexibility, diversity, and redundnacy mandated by the FCC in the *Katrina Order* cannot be achieved without a network design having the attributes of that developed by Intrado Comm. In addition to general NRIC Public Safety Best Practices, Intrado Comm relied upon the following documents in preparation of its response to Staff Interrogatory No. 31:

Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks, 22 FCC Rcd 10541 (2007) (Attachment 10b)
FCC Interoperability Order, 11 FCC Rcd 19392, ¶ 178 (relevant portions in Attachment 12)

13. Please identify and provide a copy of any FCC or other orders that support Intrado's response to Interrogatory No. 32.

Intrado Comm relied upon the following documents in preparation of its response to Staff Interrogatory No. 32:

Local Competition Order, 11 FCC Rcd. 15499, 15779-782 (1996); *see also id.* ¶¶ 167-68 (requiring existing agreements between neighboring non-competing LECs to be filed) (relevant portions in Attachment 9.)

14. **Please identify and provide a copy of any documents that support Intrado's response to Interrogatory No. 34.**

Intrado Comm relied upon the following documents in preparation of its response to Staff Interrogatory No. 33:

FCC Interoperability Order, 11 FCC Rcd 19392, ¶ 178 (relevant portions in Attachment 12)

Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks, 22 FCC Rcd 10541 (2007) (Attachment 10b)

15. **Please identify and provide a copy of any documents that support Intrado's response to Interrogatory No. 36, including a copy of any pertinent FCC orders.**

Intrado Comm relied upon the following documents in preparation of its response to Staff Interrogatory No. 36:

47 U.S.C. § 251(c)(2)

47 C.F.R. § 51.305(a) ("[a]n incumbent LEC shall provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the incumbent LEC's network . . . at any technically feasible point within the incumbent LEC's network")

Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration, et al., 17 FCC Rcd 27039, ¶ 52 (2002) ("*Virginia Arbitration Order*") ("competitive LECs may request interconnection at any technically feasible point"), *app. for review pending* (filed Nov. 7, 2002) (relevant portions Attachment 15a)

Developing a Unified Intercarrier Compensation Regime, 16 FCC Rcd 9610, ¶ 112 (2001) ("*Intercarrier Compensation NPRM*") ("an [incumbent carrier] must allow a requesting telecommunications carrier to interconnect at any technically feasible point") (relevant portions Attachment 15b)

16. **Please identify and provide a copy of any FCC or other orders that support Intrado's response to Interrogatory No. 42.**

The presentation of caller data is part of the mutual exchange of traffic between competing local exchange carriers, of which one is an incumbent local exchange carrier providing 911/E911 services. Embarq will need to provide subscriber information for the mutual exchange of 911 calls and thus this requirement is appropriately governed by Section 251(c) of the Act. Intrado Comm relied upon the following documents in preparation of its response to Staff Interrogatory No. 42:

FCC Interoperability Order, 11 FCC Rcd 19392, ¶ 178 (relevant portions at Attachment 12)
47 U.S.C. § 252(a)(1)
Virginia Arbitration Order ¶ 34 (relevant portions at Attachment 15a)
47 C.F.R. § 51.5 (defining interconnection)

17. Please identify and provide a copy of any FCC or other orders that support Intrado's response to Interrogatory No. 43.

See Response to Production of Document Request No. 16.

18. Please identify and provide a copy of any FCC or other orders that support Intrado's response to Interrogatory No. 44(a) and 44(b).

This issue has been resolved except for the determination of whether this language is appropriate for a Section 251(c) interconnection agreement. Intrado Comm relies on the recommended NENA Data Standards for Local Exchange Carriers, ALI Service Providers, and E911 Jurisdictions (see the Section on Error Resolution Process in Attachment 18). Also see Response to Production of Document Request No. 16.

19. Please identify and provide a copy of any FCC or other orders that support Intrado's response to Interrogatory No. 46(d).

The presentation of caller data is part of the mutual exchange of traffic between competing local exchange carriers, of which one is an incumbent local exchange carrier providing E911 services. Embarq will need to provide subscriber information for the mutual exchange of 911 calls and thus this requirement is appropriately governed by Section 251(c) of the Act. Please see the Response to Production of Document Request No. 16.

20. Please identify and provide a copy of any FCC or other orders that support Intrado's response to Interrogatory No. 47(d).

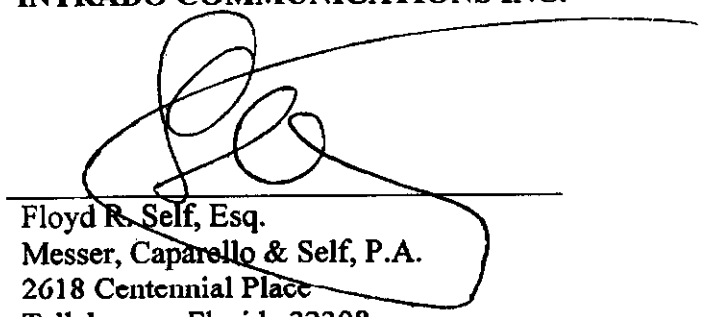
The presentation of caller data is part of the mutual exchange of traffic between competing local exchange carriers, of which one is an incumbent local exchange carrier providing E911 services. Embarq will need to provide subscriber information for the mutual exchange of

911 calls and thus this requirement is appropriately governed by Section 251(c) of the Act. Please see the Response to Production of Document Request No. 16.

Respectfully submitted this 11th day of June, 2008.

Respectfully submitted,

INTRADO COMMUNICATIONS INC.



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Its Attorneys

Network Reliability Council Focus Group IV

Essential Communications During Emergencies Team Report

Findings and Recommendations Pertaining to Emergency Service Network Reliability

January 12, 1996

Focus Group Leader: M. Michael Foster
GTE Telephone Operations

Focus Group Mentor: Arthur Prest
Cellular Telecommunications Industry Association

6. Essential Services Best Practice Recommendations

Best Practices are those countermeasures (but not the only countermeasures) that go furthest in eliminating the root causes of outages. *Network Reliability: A Report to the Nation* contained a total of 27 Best Practices pertaining to 9-1-1. All 27 original Best Practices have been rewritten and expanded to include alternate technologies where appropriate. These 27, and new best practices ES28 through ES33, being introduced by the ECOMM Team are categorized as follows. The ECOMM Team believes implementation of these practices will improve the reliability of the Public Switched Telephone Network (PSTN) and minimize the potential for interruption to vital emergency communications.

Category	New Best Practice No.	Former Best Practice No.
6.1 Defensive Measures for Interoffice Facilities...		
6.1.1 Diverse Interoffice Transport Facilities	ES01	112
6.1.2 Diverse Interoffice Transport Facilities with Standby Protection	ES02	113
6.1.3 Diverse Interoffice Transport Facilities Using DCS	ES03	114
6.1.4 Fiber Ring Topologies for 9-1-1 Circuits	ES04	115
6.1.5 Red-Tagged Diverse Equipment	ES05	125
6.2 Alternate Path when the Primary 9-1-1 Interoffice Facility Fails...		
6.2.1 Alternate PSAPs from the 9-1-1 Tandem Switch	ES06	118
6.2.2 Alternate PSAPs from the Serving End Office	ES07	119
6.2.3 PSTN as a Backup for 9-1-1 Dedicated Trunks	ES08	121
6.2.4 Wireless Network as Backup for 9-1-1 Dedicated Trunks	ES09	122
6.2.5 Intraoffice 9-1-1 Termination to Mobile PSAP	ES10	123
6.2.6 Backup PSAP in the LECs Serving Office	ES11	124
6.3 Defensive Measures for 9-1-1 Tandem Switches...		
6.3.1 Dual Active 9-1-1 Tandem Switches	ES12	116
6.3.2 Re-home to backup 9-1-1 Tandem Switch	ES13	117
6.3.3 Redundant Paired 9-1-1 Tandems	ES14	126
6.3.4 Multiple Diverse Tandem Switches with Diverse DCSs	ES15	127
6.3.5 TOPS as a 9-1-1 Tandem Backup	ES16	120

Table 6-1 NRC Essential Service Best Practices

Category	New Best	Former Best

	Practice No.	Practice No.
6.4 Reverse Trends toward Centralization	ES17	109
6.5 Local Loop Diversity	ES18	128
6.6 Network Management Center and Repair Priority	ES19	129
6.7 Diverse ALI Data Base Systems	ES20	130
6.8 Mass Call Management...		
6.8.1 Move Mass Calling Stimulator away from 9-1-1 Tandem Switch	ES21	131
6.8.2 Pre-Planning for Mass Calling Events	ES22	132
6.9 Contingency Planning...		
6.9.1 Contingency Plan Development	ES23	133
6.9.2 Contingency Plan Training	ES24	134
6.9.3 Public Education on Proper Use of Essential Communications	ES25	135
6.10 Improve Communications among Network Providers and PSAPs	ES26	111
6.11 Common Channel Signaling (CCS)	ES27	110
6.12 Critical Response Link Redundancy/Diversity	ES28	New
6.13 Media and Repair Link Redundancy/Diversity	ES29	New
6.14 Private Switch/Alternative LEC ALI	ES30	New
6.15 CMRS - Emergency Calling	ES31	New
6.16 Cable Television Services	ES32	New
6.17 Outage Reporting	ES33	New

Table 6-1 NRC Essential Service Best Practices

Some of the best practices are alternate solutions for improving network reliability, and implementation of one practice may negate the need to implement another. For example, if one

were to implement Best Practice ES03, it would not be necessary to implement Best Practice ES01 since the concept of facility route diversity is achieved in both practices.

6.1 Defensive Measures for Interoffice Facilities

Best Practices ES01 through ES05 describe practices that promote safeguarding of network facility paths between the callers end office and the PSAP.

6.1. Best Practice ES01 Diverse Interoffice Transport Facilities

When all 9-1-1 circuits are carried over a common interoffice facility route, the PSAP has increased exposure to possible service interruptions related to a single point of failure (e.g., cable cut). The ECOMM Team recommends diversification of 9-1-1 circuits over multiple, diverse interoffice facilities.

Diversification may be attained by placing half of the essential communication circuits on one facility route, and the other half over another geographically diverse facility route (i.e., separate facility routes). Many LECs deploy diverse interoffice facility strategies when diverse facilities are already available. (See Figure 6-1)

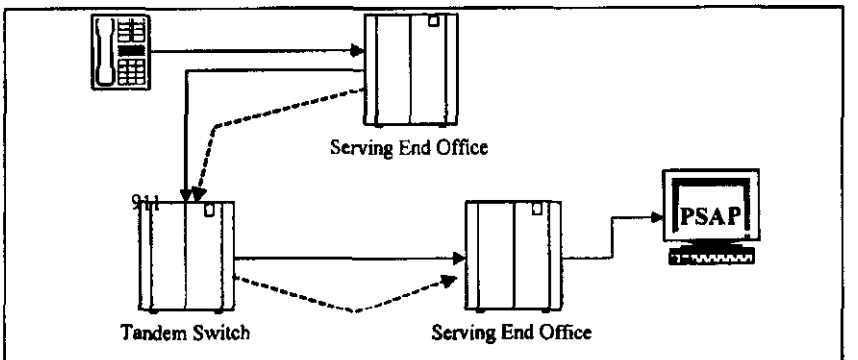


Figure 6-1 Interoffice Facility Architecture with Diversity

6.1.2 Best Practice ES02 Diverse Interoffice Transport Facilities with Standby Protection

A variation of the facility diversity architecture is deployment of a 1-by-1 facility transport system. This architecture is protected by a standby protection facility that is geographically diverse from the primary facility. Because no calls are lost while switching to the alternate transport facility during primary route failure, this architecture is considered self-healing.

6.1.3 Best Practice ES03 Diverse Interoffice Transport Facilities Using DCS

Earlier NRC Focus Group recommendations suggested using diverse interoffice transport facilities from the called serving end office via two diverse Digital Cross-connect Systems (DCS) for concentration. This approach provides diversity and, due to the concentration by the DCS network elements, offers a less costly network solution. Circuit rearrangement activity under this configuration will less likely result in the circuits being placed into non-diverse facilities. (See Figure 6-2)

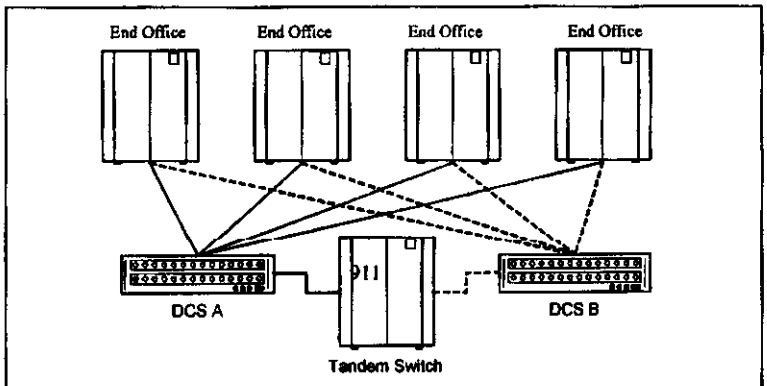


Figure 6-2 Interoffice Facility Architecture

6.1.4 Best Practice ES04 Fiber Ring Topologies for 9-1-1 Circuits

Fiber optic network elements offer network service providers the ability to aggregate large amounts of call traffic onto one transport facility. Traffic aggregation opposes the diverse facility transport recommendations defined in this document. However, fiber rings permit a collection of nodes to form a closed loop whereby each node is connected to two adjacent nodes via a duplex communications facility.

Fiber rings provide redundancy such that services may be automatically restored (self healing), allowing failure or degradation in a segment of the network without affecting service. Fiber rings are used in some metropolitan areas, ensuring essential communications service is unaffected by cuts to fibers riding on the ring. Ring features and functionality are part of the Synchronous Optical Network (SONET) technical requirements. The ECOMM Team believes

when essential communications is placed on SONET rings, service interruptions are minimized due to the self-healing architecture employed. (See Figure 6-3)

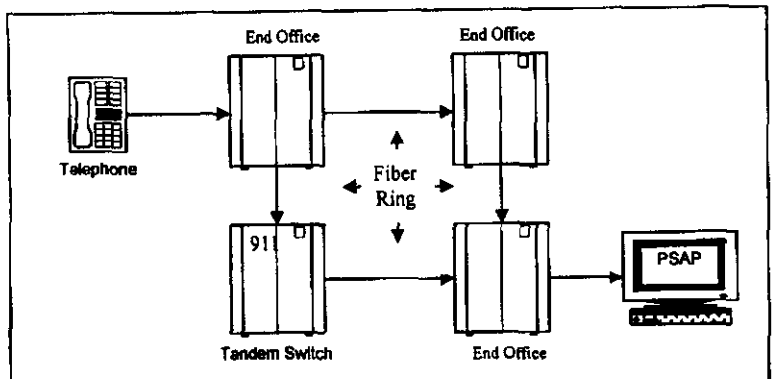


Figure 6-3 Interoffice Facility Architecture with Ring Diversity

6.1.5 Best Practice ES05 Red-Tagged Diverse Equipment

Depending on LEC provisioning practices, the equipment in the central office can represent single points of failure. The ECOMM Team supports the common LEC practice of spreading 9-1-1 circuits over similar pieces of equipment, and marking each plug-in-level component and frame termination with red tags. The red tags alert LEC maintenance personnel that the equipment is used for critical, essential services and is to be treated with a high level of care.

6.2 Alternate Path when the Primary 9-1-1 Interoffice Facility Fails

Best Practice ES06 through ES11 provide practices that promote establishment of alternate call paths between the caller's end office and the PSAP serving office.

6.2.1 Best Practice ES06 Alternate PSAPs from the 9-1-1 Tandem Switch

A common method of handling PSAP-to-Tandem transport facility interruptions is to program the 9-1-1 tandem switch for alternate route selection. If the 9-1-1 caller is unable to complete the call to the PSAP, the tandem switch would automatically complete the call to a pre-programmed directory number or alternate PSAP destination. The alternate PSAP may be either administrative telephones or another jurisdiction's PSAP positions, depending upon the primary PSAPs pre-arranged needs. (See Figure 6-4)

FCC 96-325

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of	)	
	)	
Implementation of the Local Competition Provisions in the Telecommunications Act of 1996	)	CC Docket No. 96-98
	)	
Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers	)	CC Docket No. 95-185

FIRST REPORT AND ORDER

Adopted: August 1, 1996 Released: August 8, 1996

By the Commission: Chairman Hundt and Commissioners Quello, Ness, and Chong issuing separate statements.

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3. Discussion

165. We conclude that the 1996 Act requires all interconnection agreements, "including any interconnection agreement negotiated before the date of enactment of the Telecommunications Act of 1996," to be submitted to the state commission for approval pursuant to section 252(e).[322] The 1996 Act does not exempt certain categories of agreements from this requirement. When Congress sought to exclude preexisting contracts from provisions of the new law, it did so expressly. For example, section 276(b)(3) provides that "nothing in this section shall affect any existing contracts between location providers and payphone service providers or interLATA or intraLATA carriers that are in force and effect as of the date of enactment of the Telecommunications Act of 1996."[323] Nothing in the legislative history leads us to a contrary conclusion. Congress intended, in enacting sections 251 and 252, to create opportunities for local telephone competition. We believe that this pro-competitive goal is best effected by subjecting all agreements to state commission review.

166. The first sentence in section 252(a)(1) refers to requests for interconnection "pursuant to section 251."[324] The final sentence in section 252(a)(1) requires submission to the state commission of all negotiated agreements, including those negotiated *before* the enactment of the 1996 Act. Some parties have asserted that there is a tension between those two sentences. We conclude that the final sentence of section 252(a)(1), which requires that *any* interconnection agreement must be submitted to the state commission, can and should be read to be independent of the prior sentences in section 252(a)(1). The interpretation suggested by some commenters that preexisting contracts need only be filed if they are amended subsequent to the 1996 Act, or incorporated by reference into agreements negotiated pursuant to the 1996 Act, would force us to impose conditions that were not intended by Congress.

167. As a matter of policy, moreover, we believe that requiring filing of all interconnection agreements best promotes Congress's stated goals of opening up local markets to competition, and permitting interconnection on just, reasonable, and nondiscriminatory terms. State commissions should have the opportunity to review *all* agreements, including those that were negotiated before the new law was enacted, to ensure that such agreements do not discriminate against third parties, and are not contrary to the public interest. In particular, preexisting agreements may include provisions that violate or are inconsistent with the pro-

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[322] 47 U.S.C. § 252(a).

[323] 47 U.S.C. § 276(b)(3) (addressing nondiscrimination safeguards and regulations regarding payphone service).

[324] 47 U.S.C. § 252(a)(1).

competitive goals of the 1996 Act, and states may elect to reject such agreements under section 252(e)(2)(A). Requiring all contracts to be filed also limits an incumbent LEC's ability to discriminate among carriers, for at least two reasons. First, requiring public filing of agreements enables carriers to have information about rates, terms, and conditions that an incumbent LEC makes available to others. Second, any interconnection, service or network element provided under an agreement approved by the state commission under section 252 must be made available to any other requesting telecommunications carrier upon the same terms and conditions, in accordance with section 252(i).[325] In addition, we believe that having the opportunity to review existing agreements may provide state commissions and potential competitors with a starting point for determining what is "technically feasible" for interconnection.[326]

168. Conversely, excluding certain agreements from public disclosure could have anticompetitive consequences. For example, such contracts could include agreements not to compete. In addition, if we exempt agreements between neighboring non-competing LECs, those parties might have a disincentive to compete with each other in the future, in order to preserve the terms of their preexisting agreements. Such a result runs counter to the goal of the 1996 Act to encourage local service competition. Moreover, preserving such "non-competing" agreements could effectively insulate those parties from competition by new entrants. For example, if a new entrant seeking to provide competitive local service in a rural community is unable to obtain from a neighboring BOC interconnection or transport and termination on terms that are as favorable as those the BOC offers to the incumbent LEC in the rural area, the new entrant cannot effectively compete.[327] This is because the new entrant will have to charge its subscribers higher rates than the incumbent LEC charges to place calls to subscribers of the neighboring BOC.

[325] *See infra*, Section XV.B.

[326] *See, e.g.*, 47 U.S.C. §§ 251(c)(2)(B) and 251(c)(3).

[327] This analysis does not address the separate question of whether an incumbent LEC in a rural area must offer interconnection, resale services, or unbundled network elements. As discussed *infra*, Section XII, Congress provided rural carriers with an exemption from section 251(c) requirements until the state commission removes such exemption. 47 U.S.C. § 251(f)(1).

169. We find that section 259 does not compel us to reach a different conclusion regarding the application of section 252 to agreements between neighboring LECs.[328] Section 259 is limited to agreements for infrastructure sharing between incumbent LECs and telecommunications carriers that lack "economies of scale or scope," as determined in accordance with regulations prescribed by the Commission.[329] We conclude that the purpose and scope of section 259 differ significantly from the purpose and scope of section 251.[330] Section 259 is a limited and discrete provision designed to bring the benefits of advanced infrastructure to additional subscribers, in the context of the pro-competitive goals and provisions of the 1996 Act. Moreover, section 259(b)(7) requires LECs to file with the Commission or the state "any tariffs, contracts or other arrangements showing the rates, terms, and conditions under which such carrier is making available public switched network infrastructure and functions under this section."[331] We believe that this language further supports our conclusion that Congress intended agreements between neighboring LECs to be filed and available for public inspection. Commenters also have failed to persuade us that universal service is jeopardized by our finding that agreements between neighboring LECs are subject to section 252 filing and review provisions. Concerns regarding universal service should be addressed by the Federal-State Joint Board, empaneled pursuant to section 254 of the 1996 Act.[332] The Joint Board has initiated a comprehensive review of universal service issues and is considering, among other matters, access to telecommunications and information services in rural and high cost areas.[333] In addition, as discussed in Section XII, *infra*, the 1996 Act provides for exemptions, suspension, or modification of some of the requirements in section 251 for rural or smaller carriers.

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[328] Section 259 requires the Commission to prescribe, within one year after the date of enactment of the 1996 Act, regulations that require incumbent LECs "to make available to any qualifying carrier such public switched network infrastructure, technology, information, and telecommunications facilities and functions as may be requested by such qualifying carrier to provide telecommunications services, or to provide access to information services . . . " 47 U.S.C. § 259(a). A "qualifying carrier" is a telecommunications carrier that "lacks economies of scale or scope," and that offers telephone exchange service, exchange access, and any other service included in universal service to all consumers in the service area without preference. 47 U.S.C. § 259(d).

[329] 47 U.S.C. § 259(d)(1).

[330] The Commission plans to initiate a proceeding to establish regulations pursuant to section 259.

[331] 47 U.S.C. § 259(b)(7).

[332] *Universal Service NPRM, supra.*

[333] *See* 47 U.S.C. § 251(f).

170. Some parties have suggested that we provide parties an opportunity to renegotiate preexisting contracts. Parties, of course, may mutually agree to renegotiate agreements, but we decline to mandate that parties renegotiate existing contracts. In addition, as discussed below, commercial mobile radio service (CMRS) providers that are party to preexisting agreements with incumbent LECs that provide for non-mutual compensation have the option of renegotiating such agreements with no termination liabilities or contract penalties.[334] We believe that generally requiring renegotiation of preexisting contracts is unnecessary, however, because state commissions will review preexisting agreements, and may reject any negotiated agreement that "discriminates against a telecommunications carrier not a party to the agreement," or that "is not consistent with the public interest, convenience, and necessity."[335] We recognize that preexisting agreements were negotiated under very different circumstances, and may not provide a reasonable basis for interconnection agreements under the 1996 Act. For example, non-competing neighboring LECs may have negotiated terms that simply are not viable in a competitive market. It would not foster efficient long-term competition to force parties to make available to all requesting carriers interconnection on terms not sustainable in a competitive environment. In such circumstances, a state commission would have authority to reject a preexisting agreement as inconsistent with the public interest. If a state commission approves a preexisting agreement, that agreement will be available to other parties in accordance with section 252(i). Contrary to NYNEX's assertion, once a state approves an agreement under section 252(e), that agreement is "approved under" section 252.

171. We decline to require immediate filing of pre-existing agreements. States should establish procedures and reasonable time frames for requiring filing of preexisting agreements in a timely manner. We leave these procedures largely in the hands of the states in order to ensure that we do not impair some states' ability to carry out their other duties under the 1996 Act, especially if a large number of such agreements must be filed and approved by the state commission. We believe, nevertheless, that we should set an outer time period to file with the appropriate state commission agreements that Class A carriers have with other Class A carriers that pre-date the 1996 Act.[336] We conclude that setting such a time limit will ensure that third parties are not prevented indefinitely from reviewing and taking advantage of the terms of preexisting agreements. We are concerned, however, about the burden that a national filing deadline might impose on small telephone companies that have preexisting

[334] *See infra*, Section XI.A.

[335] 47 U.S.C. § 252(e)(2)(A).

[336] Class A companies are defined as companies "having annual revenues from regulated telecommunications operations of $100,000,000 or more." 47 C.F.R. § 32.11(a)(1).

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agreements with Class A carriers or with other small carriers.[337] We therefore limit the filing deadline requirement to preexisting agreements between Class A carriers. We encourage all carriers to file preexisting contracts with the appropriate state commission no later than June 30, 1997, but impose this as a *requirement* only with respect to agreements between Class A carriers. We find that requiring preexisting agreements between Class A carriers to be filed no later than June 30, 1997 is unlikely to burden state commissions unduly, and will give parties a reasonable opportunity to renegotiate agreements if they so choose, while at the same time, establishing this outer time limit ensures that third parties will have access to the terms of such agreements, under section 252(i), within a reasonable period. We expect to have completed proceedings on universal service and access charges by this filing deadline. States may impose a shorter time period for filing preexisting agreements.

[337] *See* Regulatory Flexibility Act, 5 U.S.C. §§ 601 *et seq.*

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Commission or the states, but rather left to the negotiation process.[1338] PacTel argues that incumbent LECs should not be required to develop new network capabilities or expand current network facilities to interconnect with competitors.[1339]

3. Discussion

549. We conclude that, under sections 251(c)(2) and 251(c)(3), any requesting carrier may choose any method of technically feasible interconnection or access to unbundled elements at a particular point. Section 251(c)(2) imposes an interconnection duty at any technically feasible point; it does not limit that duty to a specific method of interconnection or access to unbundled elements.

550. Physical and virtual collocation are the only methods of interconnection or access specifically addressed in section 251. Under section 251(c)(6), incumbent LECs are under a duty to provide physical collocation of equipment necessary for interconnection unless the LEC can demonstrate that physical collocation is not practical for technical reasons or because of space limitations. In that event, the incumbent LEC is still obligated to provide virtual collocation of interconnection equipment. Under section 251, the only limitation on an incumbent LEC's duty to provide interconnection or access to unbundled elements at any technically feasible point is addressed in section 251(c)(6) regarding physical collocation. Unless a LEC can establish that the specific technical or space limitations in subsection (c)(6) are met with respect to physical collocation, we conclude that incumbent LECs must provide for any technically feasible method of interconnection or access requested by a competing carrier, including physical collocation.[1340] If, for example, we interpreted section 251(c)(6) to limit the means of interconnection available to requesting carriers to physical and virtual collocation, the requirement in section 251(c)(2) that interconnection be made available "at any technically feasible point" would be narrowed dramatically to mean that interconnection was required only at points where it was technically feasible to collocate equipment. We are not pursuaded that Congress intended to limit interconnection points to locations only where collocation is possible.

551. Section 251(c)(6) provides the Commission with explicit authority to mandate physical collocation as a method of providing interconnection or access to unbundled elements. Such authority was previously found lacking by the U.S. Court of Appeals for the

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[1338] Bell Atlantic comments at 22; BellSouth comments at 23.

[1339] PacTel comments at 19.

[1340] Because we require incumbent LECs to offer virtual collocation in addition to physical collocation, we reject the suggestion of ACTA that the cost of converting from virtual to physical collocation be borne by the incumbent LEC. *See* ACTA comments at 16.

D.C. Circuit in *Bell Atlantic v. FCC*,[1341] which was decided prior to enactment of the 1996 Act. While section 251(c)(6) limits an incumbent LEC's duty to provide physical collocation in certain circumstances, we find that it does not limit our authority to require, under sections 251(c)(2) and (c)(3), the provision of virtual collocation. We note that under our *Expanded Interconnection* rules, that were amended subsequent to the Bell Atlantic decision, competitive entrants using physical collocation were required by many incumbent LECs to convert to virtual collocation. If the Commission concluded that subsection (c)(6) places a limitation on our authority to require virtual collocation, competitive providers would be required to undertake costly and burdensome actions to convert back to physical collocation even if they were satisfied with existing virtual collocation arrangements. We conclude that Congress did not intend to impose such a burden on requesting carriers that wish to continue to use virtual collocation for purposes of section 251(c). Further, the record indicates that this requirement would be costly and would delay competition.[1342] In short, we conclude that, in enacting section 251(c)(6), Congress intended to expand the interconnection choices available to requesting carriers, not to restrict them.

552. We also conclude that requiring incumbent LECs to provide virtual collocation and other technically feasible methods of interconnection or access to unbundled elements is consistent with Congress's desire to facilitate entry into the local telephone market by competitive carriers. In certain circumstances, competitive carriers may find, for example, that virtual collocation is less costly or more efficient than physical collocation. We believe that this may be particularly true for small carriers which lack the the financial resources to physically collocate equipment in a large number of incumbent LEC premises.[1343] Moreover, since requesting carriers will bear the costs of other methods of interconnection or access, this approach will not impose an undue burden on the incumbent LECs.

553. Consistent with this view, other methods of technically feasible interconnection or access to incumbent LEC networks, such as meet point arrangements, in addition to virtual

[1341] *Bell Atlantic Telephone Companies v. FCC*, 24 F.3d 1441 (D.C. Cir. 1994) (Bell Atlantic v. FCC).

[1342] *See* Teleport comments at 32; ALTS comments at 23; Time Warner comments at 42-44 (objecting to non-recurring charges for the reconnection of existing interconnected virtual collocation services to a replacement physical collocation arrangement).

[1343] *See* Hyperion comments at 15.

and physical collocation, must be available to new entrants upon request.[1344] Meet point arrangements (or mid-span meets), for example, are commonly used between neighboring LECs for the mutual exchange of traffic, and thus, in general, we believe such arrangements are technically feasible.[1345] Further, although the creation of meet point arrangements may require some build out of facilities by the incumbent LEC, we believe that such arrangements are within the scope of the obligations imposed by sections 251(c)(2) and 251(c)(3). In a meet point arrangement, the "point" of interconnection for purposes of sections 251(c)(2) and 251(c)(3) remains on "the local exchange carrier's network"[1346] (*e.g.*, main distribution frame, trunk-side of the switch), and the limited build-out of facilities from that point may then constitute an accommodation of interconnection.[1347] In a meet point arrangement each party pays its portion of the costs to build out the facilities to the meet point. We believe that, although the Commission has authority to require incumbent LECs to provide meet point arrangements upon request, such an arrangement only makes sense for interconnection pursuant to section 251(c)(2) but not for unbundled access under section 251(c)(3). New entrants will request interconnection pursuant to section 251(c)(2) for the purpose of exchanging traffic with incumbent LECs. In this situation, the incumbent and the new entrant are co-carriers and each gains value from the interconnection arrangement. Under these circumstances, it is reasonable to require each party to bear a reasonable portion of the economic costs of the arrangement. In an access arrangement pursuant to section 251(c)(3), however, the interconnection point will be a part of the new entrant's network and will be used to carry traffic from one element in the new entrant's network to another. We conclude that in a section 251(c)(3) access situation, the new entrant should pay all of the economic costs of a meet point arrangement. Regarding the distance from an incumbent LEC's premises that an incumbent should be required to build out facilities for meet point arrangements, we believe that the parties and state commissions are in a better position than the Commission to determine the appropriate distance that would constitute the required reasonable accommodation of interconnection.

[1344] *See* Teleport comments at 26-30; *see also* Washington Utilities and Transportation Commission, *Fourth Supplemental Order Rejecting Tariff Filings and Ordering Refiling*; Granting Complaints, in Part, (Washington Commission Oct. 31, 1995), Docket No. UT-941464, at 45; *Application of Electric Lightwave, Inc., MFS Intelnet of Oregon, Inc., and MCI Metro Access Transmission Services, Inc.*, Public Utility Commission of Oregon Order, Order No. 96-021, (Oregon Commission Jan. 12, 1996), at 68-69; *Rules for Telecommunications Interconnection and Unbundling*, Arizona Corporation Commission Order, Decision No. 59483, (Arizona Commission Jan. 11, 1996), Proposed Rule R14-2-1303 (Attachment E hereto).

[1345] The Michigan Commission recently required Ameritech to provide meet point interconnection. Michigan Public Service Commission, Case No. U-10860 (Michigan June 5, 1996) at 18 n.4.

[1346] 47 U.S.C. § 251(c)(2).

[1347] *See, supra* Section IV.E., above, discussing accommodation of interconnection.

554. Finally, in accordance with our interpretation of the term "technically feasible," we conclude that, if a particular method of interconnection is currently employed between two networks, or has been used successfully in the past, a rebuttable presumption is created that such a method is technically feasible for substantially similar network architectures. Moreover, because the obligation of incumbent LECs to provide interconnection or access to unbundled elements by any technically feasible means arises from sections 251(c)(2) and 251(c)(3), we conclude that incumbent LECs bear the burden of demonstrating the technical infeasibility of a particular method of interconnection or access at any individual point.

B. Collocation

1. Collocation Standards

a. Adoption of National Standards

(1). Background

555. In the NPRM we tentatively concluded that we should adopt national rules for virtual and physical collocation. This tentative conclusion was based on the belief that national standards would help to speed the development of competition.[1348] We also sought comment on specific national standards that we might adopt, and on whether any specific state approaches would serve as an appropriate model.[1349]

(2). Comments

556. Incumbent LECs and state commissions argue that collocation is a state matter and that terms and conditions for collocation should be negotiated between the parties[1350] or determined by the states.[1351] Some parties recommend that, to the extent national guidelines are necessary, the Commission should readopt the standards established in the *Expanded*

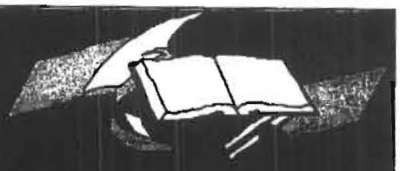
[1348] NPRM at para. 24.

[1349] NPRM at para. 70.

[1350] BellSouth comments at 23; SBC comments at 64; USTA comments at 19; PacTel comments at 34.

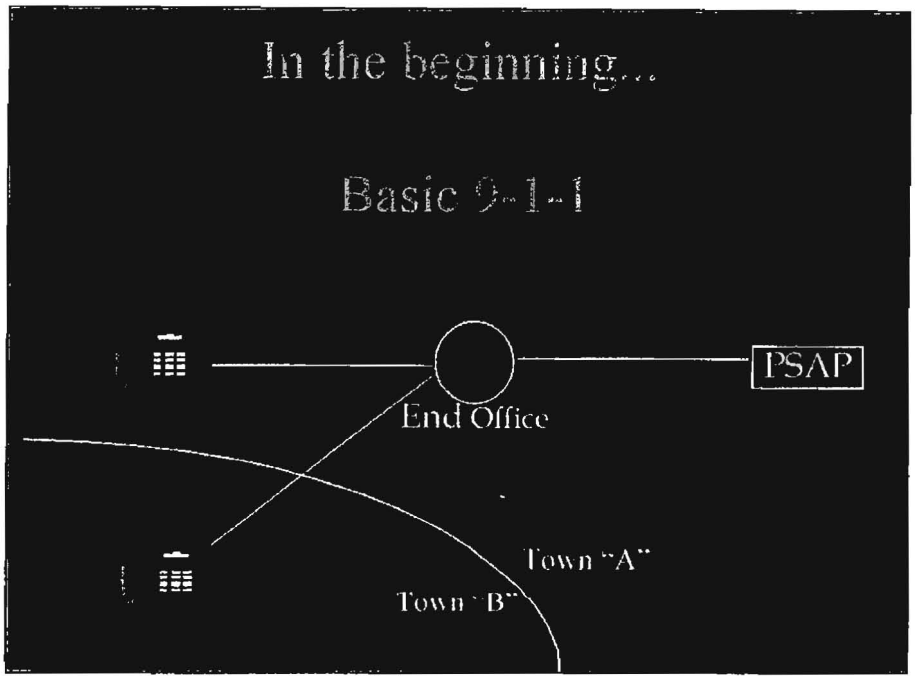
[1351] *See, e.g.*, New York Commission comments at 13-14; *see also* Ohio Commission comments at 29; Florida Commission comments at 22; Oregon Commission comments at 23.

NENA TDC
TECHNICAL DEVELOPMENT CONFERENCE



9-1-1 Tutorial

Billy Ragsdale	NENA Technical Liaison Chair, PSAP CPE Technical Committee
Bob Gojanovich	Chair, Network Technical Committee
Barb Thornburg	Chair, Database Technical Committee
Roger Hixson	Chair, ALEC/PS Technical Committee



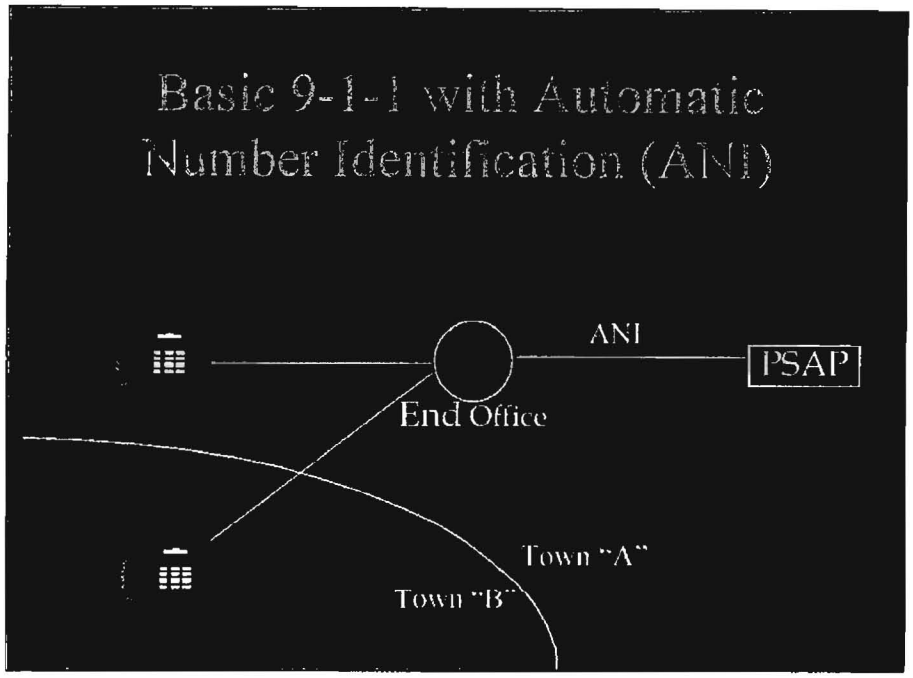
In the beginning, there was Basic 9-1-1. The telephone company end office (also known as a "central office" or "Class 5 office") is programmed to point all 9-1-1 calls to a single destination.

The good news is, all 9-1-1 calls from any telephones served by the end office will complete to the PSAP.

The bad news is, end office serving areas rarely line up with political jurisdictions. The office may serve subscribers in neighboring towns, or the end office may not serve all the residents of the town. These conditions are known, respectively, as overlap and underlap.

The original Basic systems (some of which are still in operation) provided no identification of the caller.

Basic 9-1-1 service, delivered in this configuration (via a local central office) will not support interconnection to any other telecommunications providers, including Independent telcos, ALECs or Wireless Carriers. Its days are numbered for that reason.

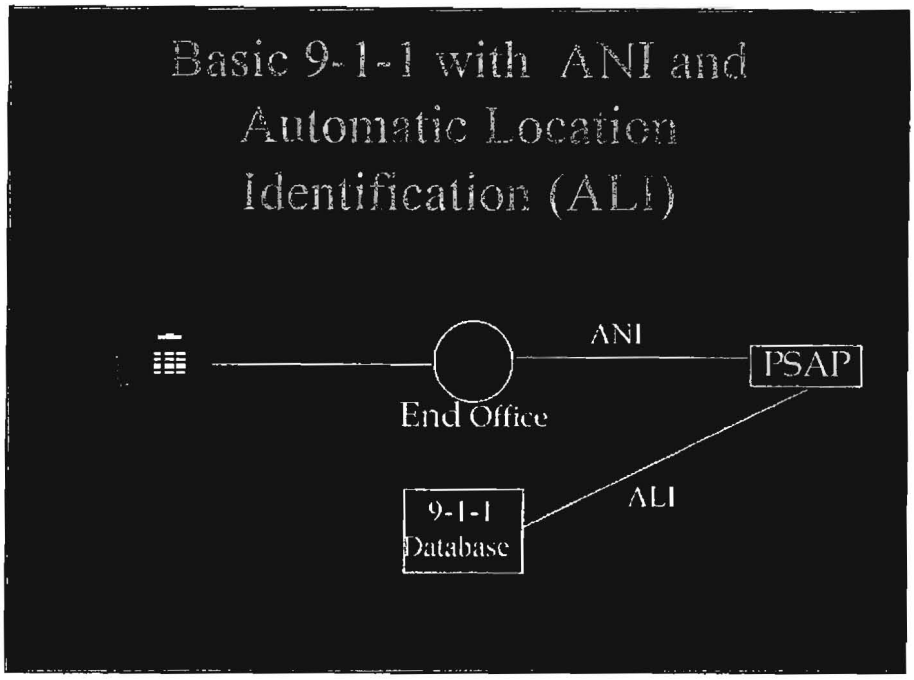


The introduction of ANI added a new dimension to 9-1-1 service. Now the caller's telephone number could be delivered with the call and displayed at the PSAP. It could be used to identify the caller, if the caller were unable to do so, and for callback.

A signaling scheme known as Centralized Automatic Message Accounting, or CAMA, originally used to identify the originator of a long distance call for billing purposes, was borrowed to facilitate ANI delivery to the PSAP. CAMA uses multi-frequency (MF) signaling to deliver eight digits to the PSAP. The first digit, called the Number Plan Digit or NPD, specifies one of four possible area codes. Digits 2-8 represent the caller's 7-digit telephone number. The ANI is framed with a "Keypulse" at the beginning and a "Start" at the end, in the format "KP-NPD-NXX-XXXX-ST".

A commonly asked question is, "The real name for Touch Tone dialing is "Dual Tone Multi-Frequency" or DTMF. Are DTMF and MF the same thing?"

The answer is no. Both use a combination of two specific tones to represent a digit or other character, but the tones are different. There are 16 DTMF tones (0-9,#,*,A,B,C,D) and a greater number of MF tones (including 0-9, KP, ST, ST', ST'' and others). The reason for the difference is that DTMF tones represent signals from a user to the network, and MF tones are control signals within the network.

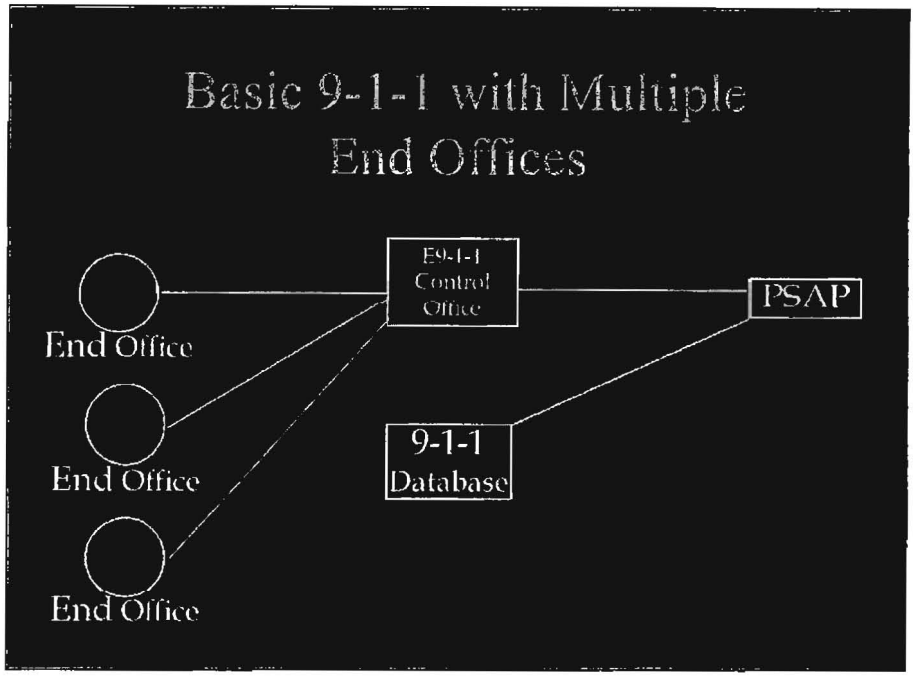


Once the caller's telephone number was available to the PSAP, name and address data could be accessed using it. After all, telephone companies store subscriber data based upon telephone number.

New equipment (and a new data circuit) at the PSAP takes the telephone number, wraps it in a data message, and uses it to query the ALI database, which has been specially constructed for this purpose. This configuration facilitates the automatic delivery of the name, address and telephone number of all 9-1-1 callers.

9-1-1 ALI databases are typically operated by the telephone company serving the PSAP. If there are multiple telephone companies, one may act as host for the others. There may also be multiple ALI databases (like in California), but that is the exception rather than the rule.

Don't be fooled! This is not Enhanced 9-1-1. This system identifies callers, but we are still only addressing a single end office serving area. What if there are several telephone company offices serving the town or county?



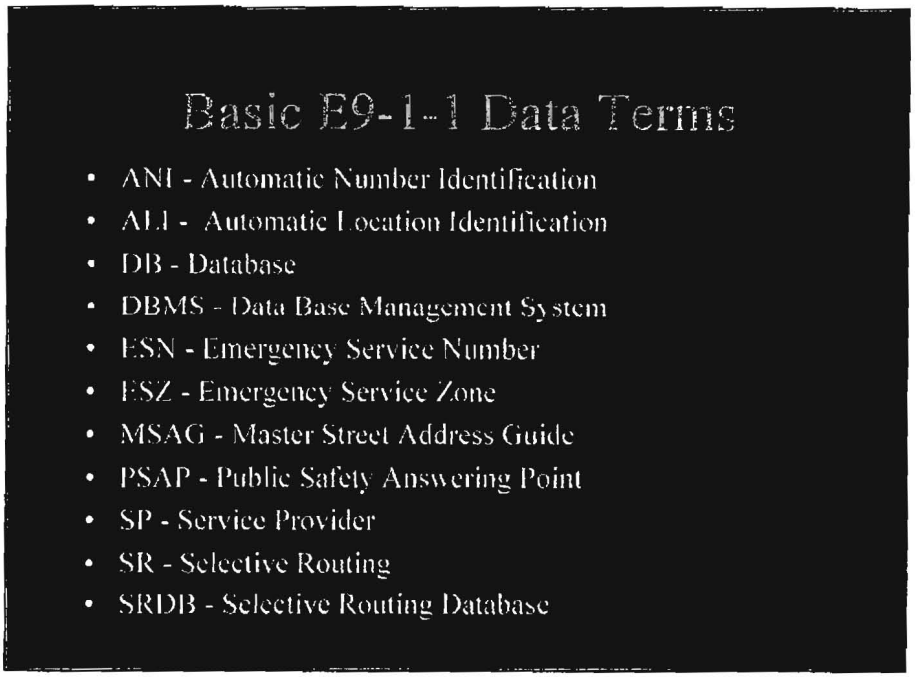
It is not efficient to build trunks from multiple central offices to a PSAP. Instead, trunks from the end offices are concentrated at a "tandem" office, from which a single trunk group serves the PSAP. This concentration reduces the size, and thereby the cost, of the PSAP telephone equipment.

A "tandem" is a telephone company switch that provides an intermediate concentration and switching point. Tandems are used for a number of purposes, including intra-LATA toll (sometimes called "short distance"), and access to other local exchange carriers (LECs), long distance carriers and telephone operators. A tandem office that provides Enhanced 9-1-1 services is known as an E9-1-1 Control Office.

This type of configuration has been used all over the country.

NOTE: From this point forward, the terms "end office" and "central office" may refer to offices operated by incumbent wireline telephone companies (ILECs), like Bell Atlantic and Sprint, or those operated by ALECs. Their function and connections are virtually identical. The main differences are that where an ILEC end office will serve a specific area with a pair of 9-1-1 trunk groups, an ALEC end office may serve an entire state with individual or pairs of 9-1-1 trunk groups for each county.

Also from this point forward, the terms E9-1-1 Control Office, Selective Router, Selective Routing Tandem, and 9-1-1 Tandem are used interchangeably. "E9-1-1 Control Office is the generic term, but it is called by many names across the country.



OK, lets take a short break from techy stuff to review some 9-1-1 terms associated with Enhanced 9-1-1 databases

•Automatic Number Identification (commonly referred to as ANI) is the Telephone Number associated with the access line from which a call originates.

•Automatic Location Identification (commonly referred to as ALI) is the Automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency information.

•A Database (DB) is an organized collection of information, typically stored in computer systems, comprised of fields, records (data) and indexes. In 9-1-1, such databases include MSAG, telephone number/ESN and telephone customer records (commonly referred to as the ALI Database).

•The Data Base Management System (commonly referred to as DBMS) is a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification (ALI) Data services.



•An Emergency Service Number (ESN) is a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ). The ESN facilitates Selective Routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

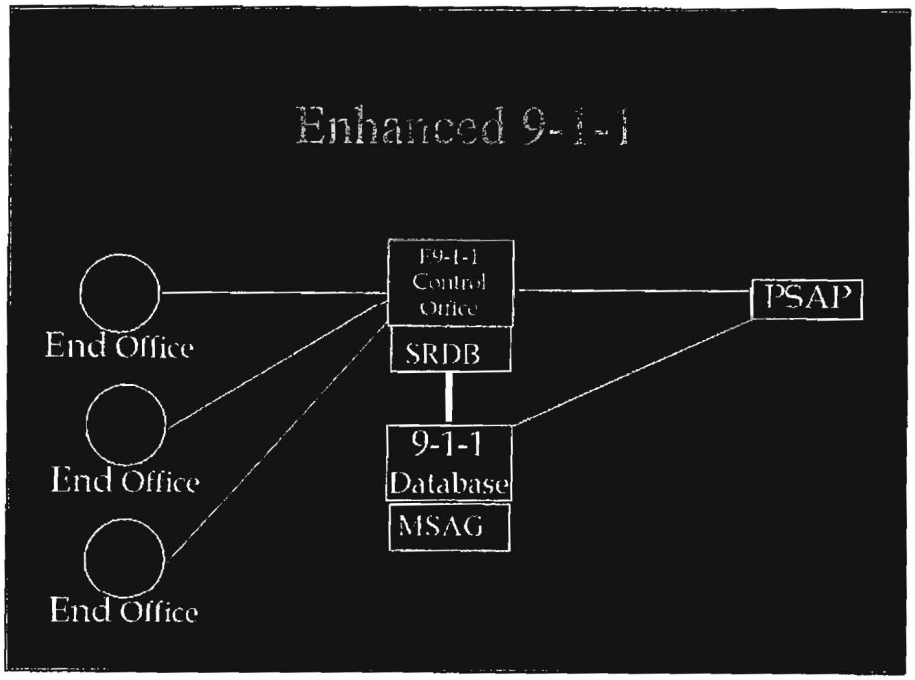
•A Master Street Address Guide (commonly referred to as an MSAG) is a database of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.

•A Public Safety Answering Point (commonly referred to as a PSAP) is a facility equipped and staffed to receive 9-1-1 calls. A Primary PSAP receives the calls directly, If the call is relayed or transferred, the next receiving PSAP is designated as a Secondary

•A Service Provider (SP) is an entity providing one or more of the following 9-1-1 elements: Network, CPE, or Database service.

•Selective Routing is the routing of a 9-1-1 call to the proper PSAP based upon the location of the caller. Selective Routing is controlled by the ESN which is derived from the customer location.

•The Selective Routing Database (commonly referred to as the SRDB) is the routing table that contains telephone number to ESN (TN/ESN) relationships which determine the routing of 9-1-1 calls.



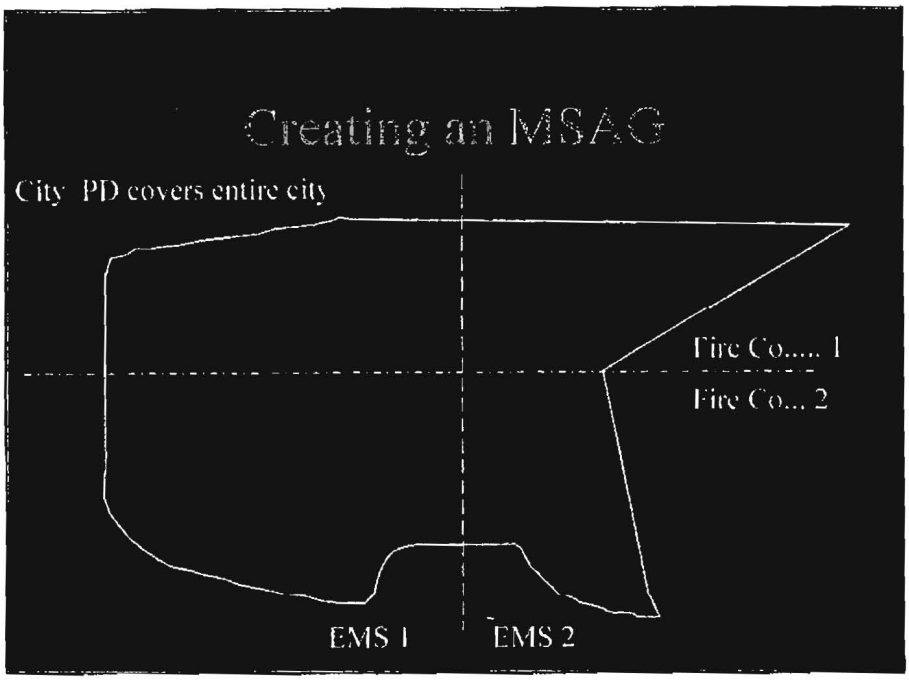
The feature that separates Basic 9-1-1 from Enhanced 9-1-1 is Selective Routing. Basic systems may have both ANI and ALI, but are not considered Enhanced until Selective Routing is added.

Generally speaking, Enhanced 9-1-1 systems will feature Selective Routing, ANI, ALI, Selective Transfer and Fixed Transfer. Selective Transfer enables one-button transfer capability to the Police, Fire and EMS agencies listed on the ALI display. Fixed Transfer is another name for speed dialing.

Enhanced 9-1-1 requires the addition of three components to our diagram - the Master Street Address Guide (MSAG), a link from the database to the 9-1-1 Selective Routing Tandem, and a Selective Routing Database (SRDB) associated with the tandem.

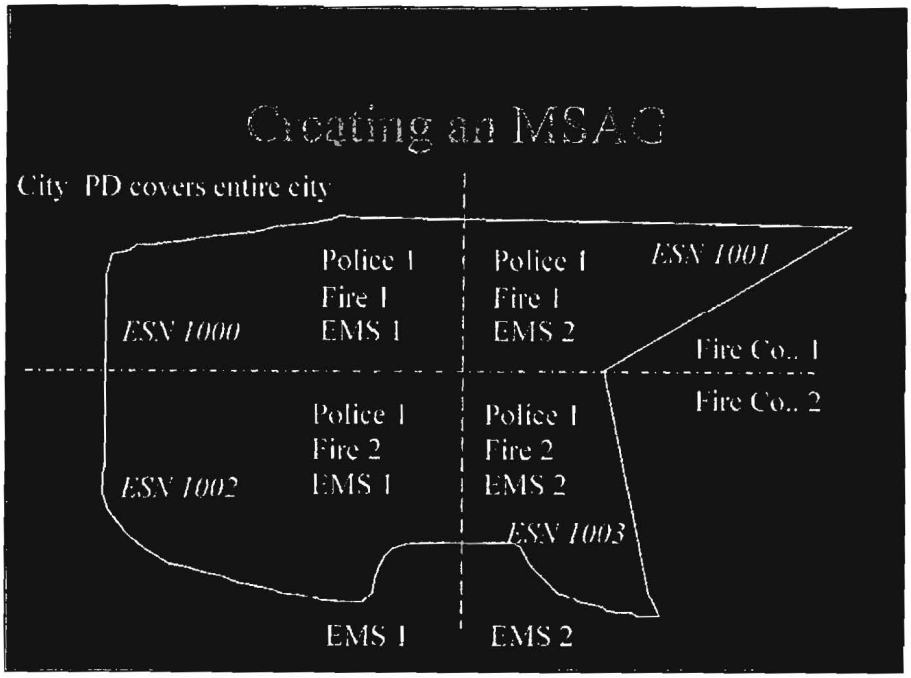
Selective Routing is the process by which 9-1-1 calls are delivered to a specific PSAP based upon the street address of the caller. Selective Routing Tandems (aka E9-1-1 Control Offices), however, don't understand addresses - they understand numbers. This means that street addresses have to be converted into numbers the Router can use.

For E 9-1-1, street address ranges are associated with Emergency Service Zones representing unique sets of Police, Fire, and EMS jurisdictions. These Zones are numbered with Emergency Service Numbers (ESNs), and DBMS processing then provides TN-ESN data relationships - the SRDB data that controls ANI-based call routing in the Selective Routing switch.



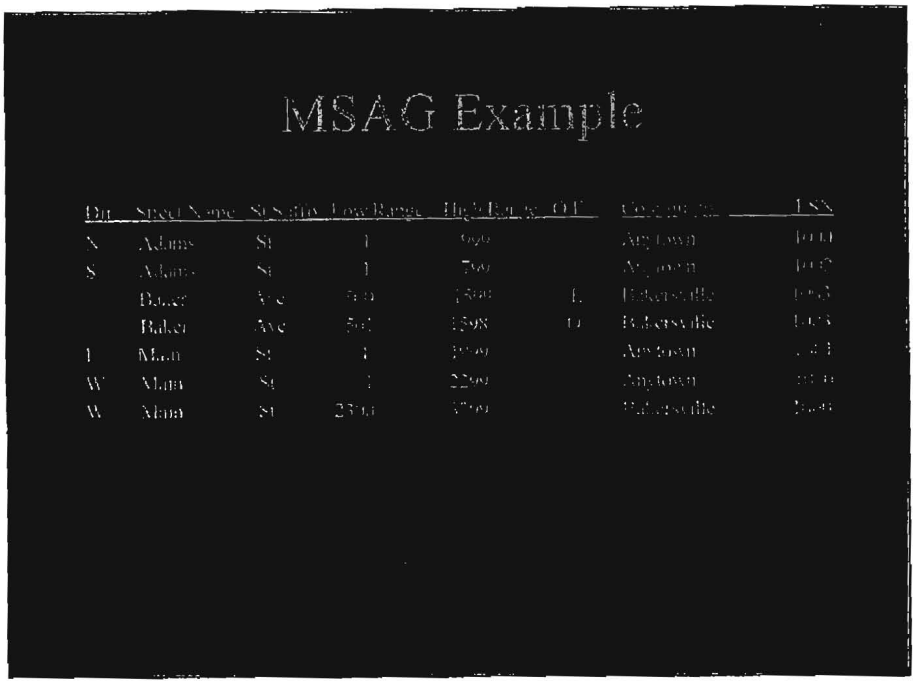
When the response areas of the agencies are overlaid, they form geographic zones, each served by one particular combination of Police, Fire and EMS agencies. These zones are called Emergency Service Zones or ESZ's. Each ESZ contains the set of street addresses served by the three agencies.

In our example above, the City Police Department serves the entire city. Fire Company 1 serves the northern half of the city and Fire Company 2 serves the southern half. EMS 1 and EMS 2 split the city on an east-west basis.



This configuration creates four Emergency Service Zones (ESZ), each having a distinct combination of emergency services within the municipal boundary. ESZs may be any size, from a single address to an entire municipality. Some particularly creative uses of ESZs have been developed to handle wireless, and will be discussed later.

The ESZs are now assigned three, four or five digit numbers. These numbers are called Emergency Service Numbers or ESNs.

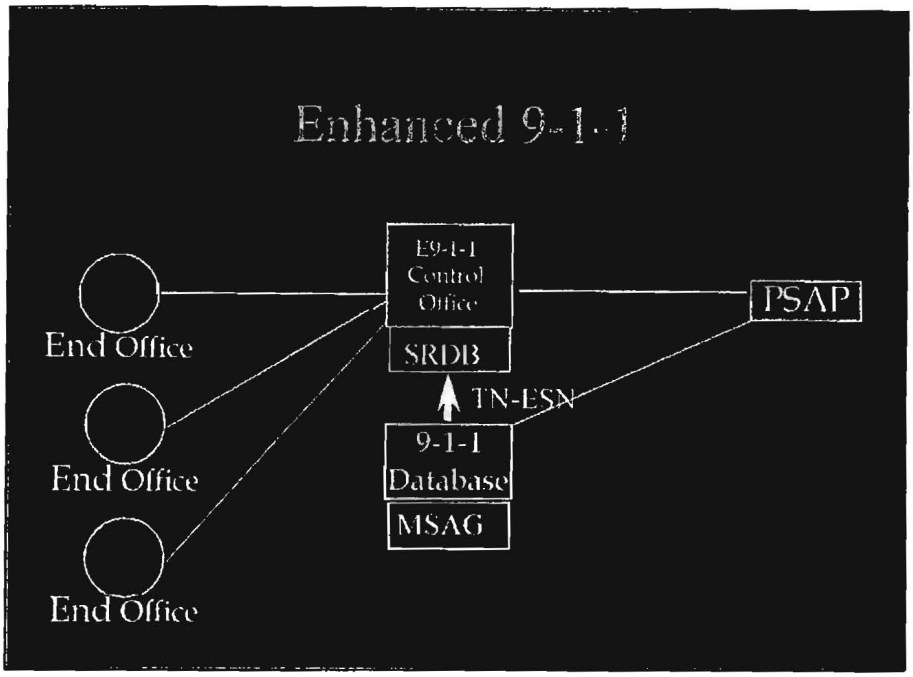


Now that the ESZ's/ESN's have been identified the MSAG can be created. All of the address ranges within a specific ESZ are identified and assigned their ESN.

Each street range (Directional, street name, street suffix and community for example) is entered into the MSAG along with it's associated ESN. Once the MSAG is completed with street entries covering the entire service area, it is ready to be utilized for processing of the telephone company subscriber information.

The processing of records performs edits on the data being processed and assigns the appropriate ESN to each telephone company record, if the record contains an address which finds an exact match of an street entry in the MSAG. This file of data is now known as the Automatic Location Identification (ALI) database.

If the record does not find an exact street name match in the MSAG the record is placed into an error file for further manual handling. ***The lesson here is that the telephone company record MUST have an MSAG valid address to be assigned the appropriate ESN for Selective Routing purposes and be added to the 9-1-1 ALI database.*** This is how the Selective Router knows where to send the 9-1-1 call.



Usually, a default ESN will be created for each municipality. Unrecognized addresses (no house number, number out of range, unknown street name) may be assigned the default ESN. In some systems, all default ESNs begin with a zero (0001-0999) to make them immediately identifiable.

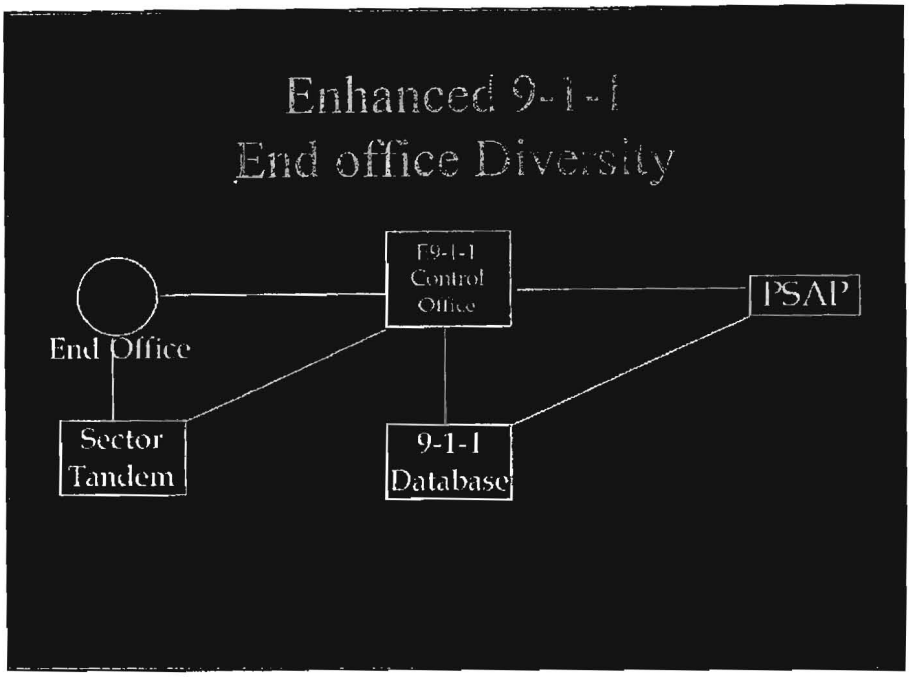
An agency file (there are several names for this file "English Translations File" to name one) is created for each ESN. This file contains the names of the emergency agencies, may contain their telephone numbers, and will be delivered to the PSAP with any 9-1-1 calls from this ESZ.

Once the ALI database is created, a sub-set of that data is uploaded to the Selective Routing Data Base (SRDB). Depending upon the selective router used, the SRDB may be resident in the switch, in an adjunct processor, or in the ALI database.

In the selective routing tandem, the ESN is used for several assignments:

1. Assignment to a specific Primary PSAP.
2. Programming of destinations for Police, Fire and EMS Selective Transfer keys.
3. Assignment of alternate PSAPs (Optional).

At this point, a 9-1-1 call can be selectively routed to an assigned PSAP, the customer and emergency agency data can be transmitted to the PSAP, and the Selective Transfer keys are available for use.



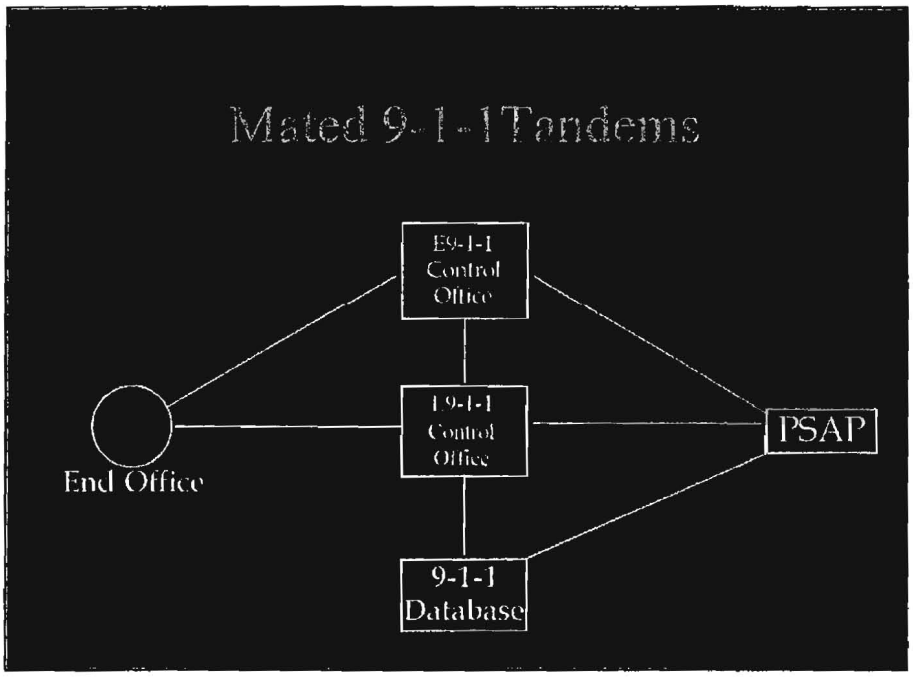
9-1-1 systems are expected to function without interruption. However, expecting every network and PSAP component to work perfectly forever is unrealistic. Stuff happens - things break. Reliability, then, is achieved through diversity and redundancy.

One method of achieving reliability is to build redundant, diversely routed trunk groups from each end office to its 9-1-1 tandem. Each trunk group should be large enough to carry the entire traffic load for that end office.

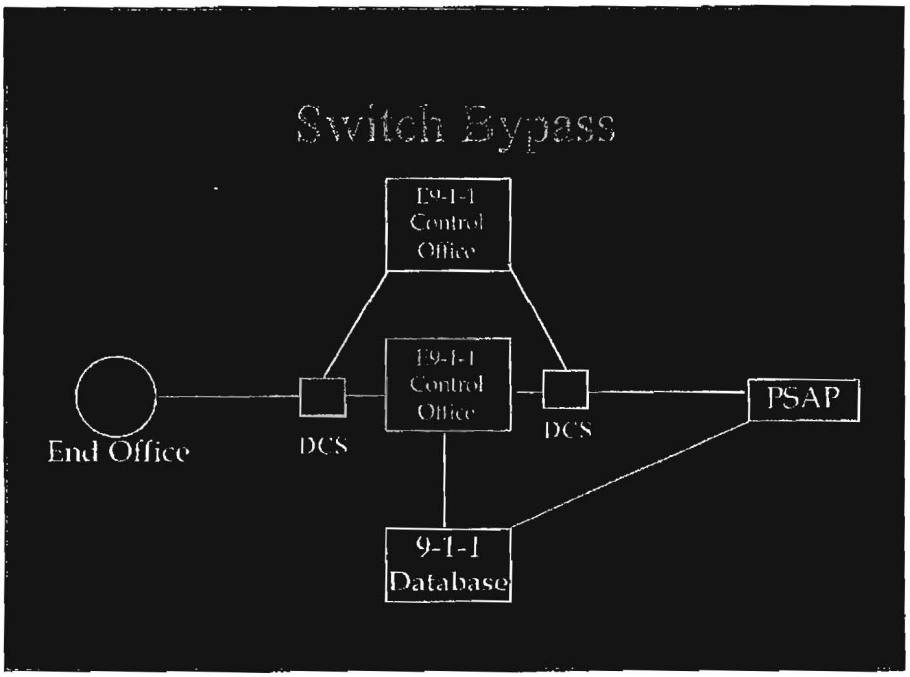
In this example, a primary 9-1-1 trunk group is built from the end office directly to the 9-1-1 tandem. A secondary, or overflow group, is built to the sector tandem that serves the end office. Many other end offices have overflow trunks to the sector tandem which, in turn, has a large common trunk group to the 9-1-1 tandem.

Depending upon local convention or regulation, the primary and overflow trunk groups may each be large enough to provide a P.01 grade of service, or may provide a P.01 grade of service in total. "P.01" means that, during the average busy hour of an average week, one call out of one hundred will be blocked due to an all-trunks-busy condition.

Yes, 9-1-1 calls sometimes get blocked. However, if trunk groups are engineered correctly, blocking will only occur under extraordinary circumstances that generate abnormal volumes of 9-1-1 calls - many of which are redundant. This "congestion control" (sometimes called "choking") is necessary to protect the rest of the network and the PSAPs.



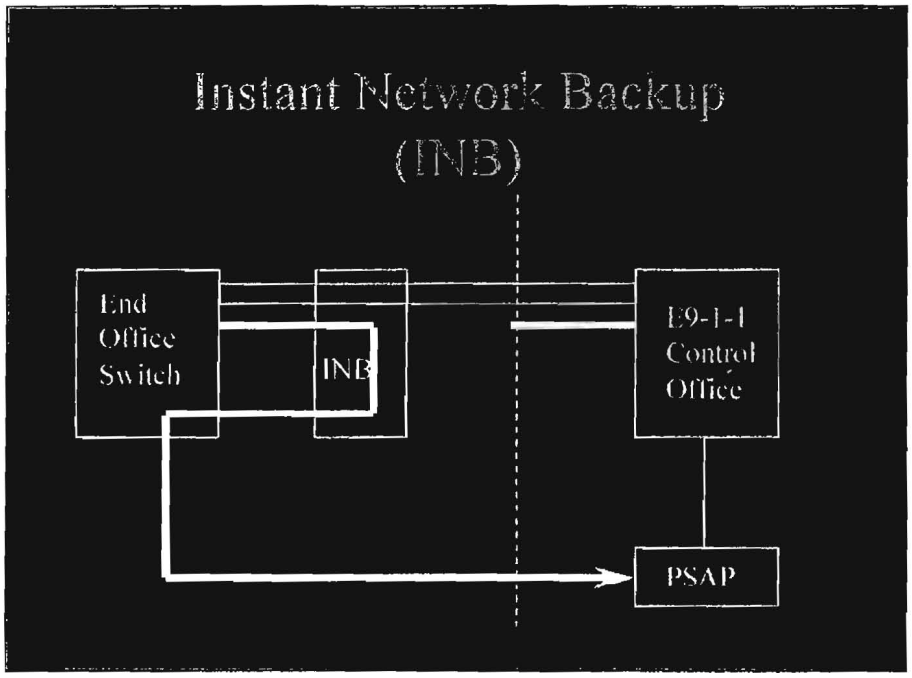
Many 9-1-1 tandems are "mated". Each end office is trunked to both tandems, and both tandems are connected to the PSAP. If one of the tandems fails, the PSAP remains in service. Call handling capacity is reduced by 50%, but there is no interruption of service.



Switch Bypass is another method to survive a tandem failure. If a tandem fails, end office trunks and PSAP circuits are moved, via digital cross-connect systems (DCS), from the failed tandem to a backup tandem. This switching is done at the DS-3 level. That means that 672 circuits are switched in a single motion. The backup tandem is a mirror image of its mate. A single command activates the ports on the backup tandem.

There is an interruption of service for a few minutes until the switchover is complete. Once completed, however, call handling capacity is restored to 100%.

New Jersey has the only system of this type. It is the only state that can lose two of four 9-1-1 tandems and still maintain 100% call handling capacity. The backup system, like all backup and disaster recovery systems should, is exercised several times per year to ensure it will work when really needed. A typical Switch Protection test will involve the movement, reconnection and reactivation of between 800 and 900 end office trunks, PSAP trunks and printer circuits, all in a matter of minutes.

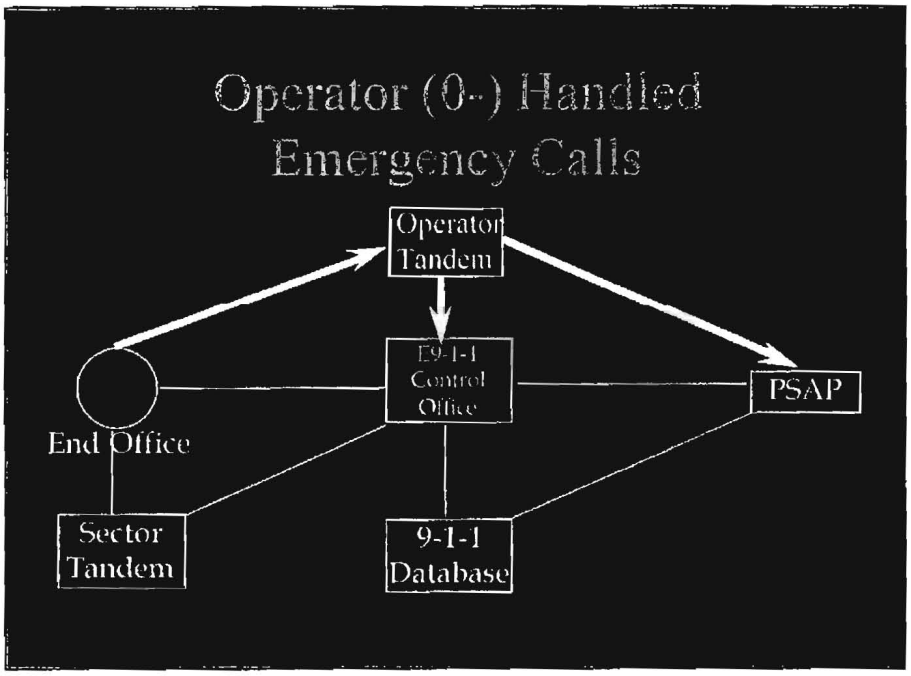


Another layer of network protection, sometimes called a "call diversion" system, is depicted above. One type is called an Instant Network Backup or INB system.

(NOTE: Proctor & Associates markets a unit called "9-1-1 INB". The reference in this tutorial to Instant Network Backup refers to the service in New Jersey for which the unit was originally built. It is not an endorsement or recommendation of the Proctor & Associates product. There are other manufacturers of this type of unit.)

The INB is a unit attached to the primary 9-1-1 trunk group at the LEC end office. It monitors the completion of 9-1-1 calls over that trunk group. If a call does not complete to the 9-1-1 network for any reason (trunk failure, facility problem, 9-1-1 tandem failure or port failure), the INB takes over and completes the call to a 7 or 10 digit number. ANI and ALI are not delivered, but the call is completed to a local public safety agency, usually the local PSAP.

Since the original development, INB technology has matured. INBs can now be purchased that will deliver ANI to a PSAP, or use cellular service to bypass the failed trunk and complete the call to the 9-1-1 tandem.

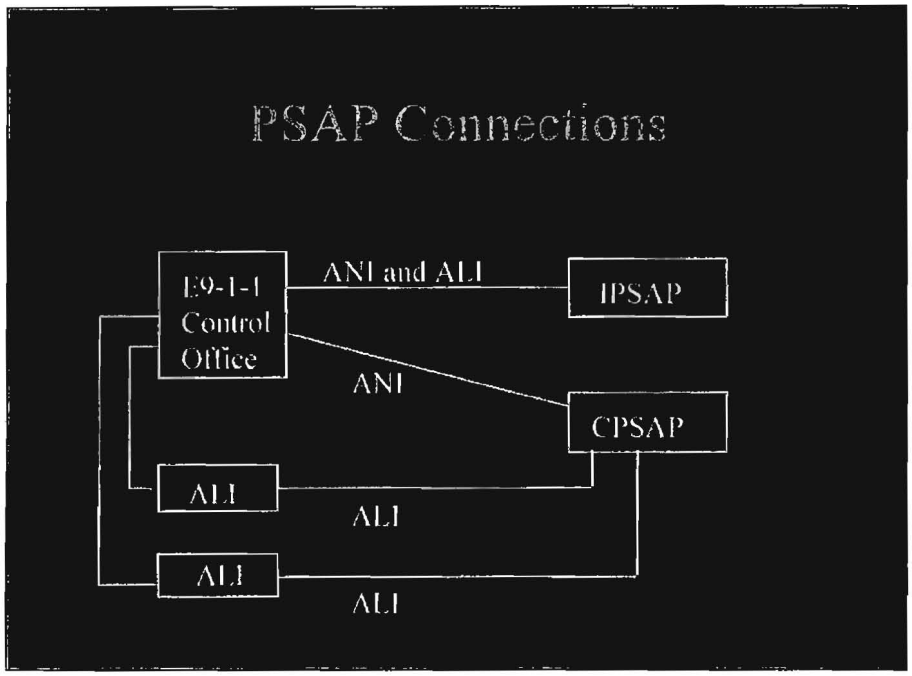


There are several ways for Operator handled calls to be completed to the PSAP. In at least two statewide networks, there is a direct connection between the Operator Tandem and the 9-1-1 Tandem. The operator forwards the call, with the caller's ANI, to the 9-1-1 Tandem. The 9-1-1 Tandem treats the call as if the caller had dialed 9-1-1.

A second way is through the use of pseudo numbers. A pseudo number is a telephone number that, when dialed, will reach a specific PSAP as a 9-1-1 call, and have some special ALI information associated with it. For example, there is a pseudo number associated with each municipality in a state. Dialing that number (usually from outside the lata) will generate a 9-1-1 call to the PSAP for that municipality. The ALI display will say that it is a third party conference call from an unknown address in that town. The caller is not identified, but the call goes to the PSAP for where the caller is believed, or claims, to be. These numbers can be used by ALEC operators who may be located anywhere in the country.

A third method is through the public switched telephone network, dialing the directory number for the PSAP. This is sometimes referred to as a "back-door" number by ALECs.

A fourth method, is for the operator to instruct the originating end office to generate a 9-1-1 call using the caller's ANI. This is under study by some of the switch manufacturers.

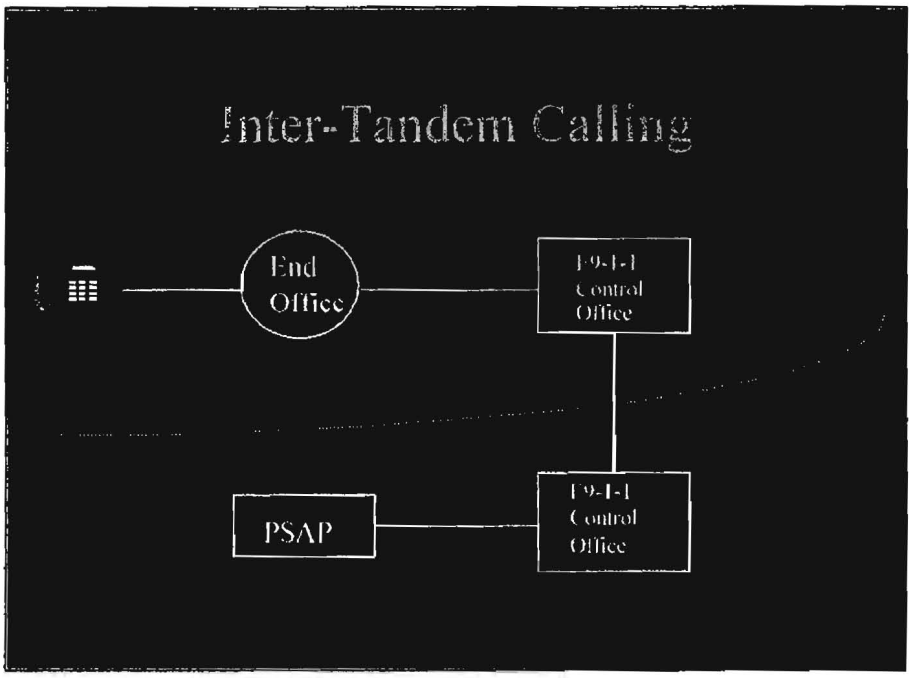


PSAP equipment falls into two basic types - Conventional and Integrated.

Conventional equipment (CPSAP) receives ANI over the voice trunk at the beginning of the call. The PSAP equipment sends a query (using the caller's ANI) to the ALI database system over dedicated data links. The ALI is returned over one or both of the links (This is dependent on the database configuration and the type of equipment at the PSAP. Most PSAP CPE can accept two responses.)

Examples of Conventional PSAPs are Plant Equipment, Lucent, Motorola, CML, Emergitech, Positron and TCI.

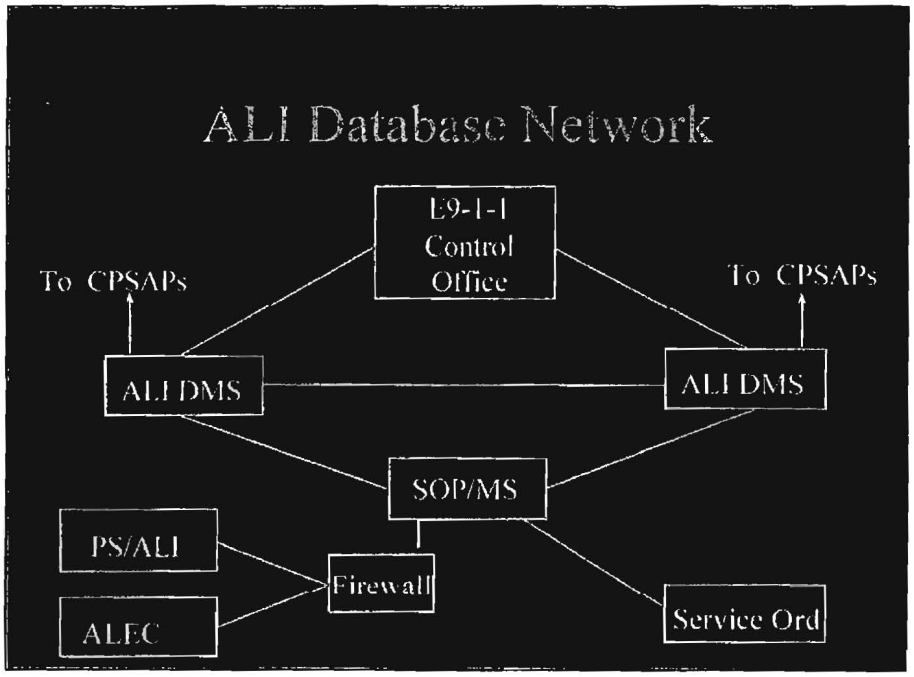
Integrated PSAPs receive both ANI and ALI from the 9-1-1 tandem. The tandem queries the ALI database as the call is processed. Depending on manufacturer, the connection between the tandem and the PSAP may be one circuit or two. Selection of Integrated PSAP equipment is dependent upon the tandem. Also, depending again on manufacturer, additional automatic call distribution (ACD) features (call queuing, announcements, equitable call distribution, management reports) may be provided by the tandem. Examples of Integrated PSAPs are Rockwell, KML, (which require a Rockwell tandem) CML (which requires a CML tandem) and NorTel (which requires a NorTel tandem).



As mentioned earlier, telephone network boundaries do not match with political boundaries. Some residents of the town may live in an area served by a different 9-1-1 tandem than the one that serves their local PSAP. There are two solutions. One is to build a trunk group from the "foreign" 9-1-1 tandem to the PSAP. This is expensive and inefficient, but sometimes unavoidable.

The other solution is inter-tandem networking. If the tandems are capable, calls from those subscribers travel from one tandem to the other on "inter-tandem" or "inter-machine" trunks (IMTs). This removes the 9-1-1 tandem boundaries as an obstacle to effective deployment of Enhanced 9-1-1.

IMTs are also often used to transfer calls between the PSAPs served by the two tandems.



This diagram depicts a specific ALI database network, but many networks use this type of architecture.

There are three sources of input to the 9-1-1 database system. The first is the service order system used by the incumbent telephone company. As customer orders for service are processed, the pertinent information is extracted from the service orders by a Service Order Processor (SOP) or Management System (MS). Exact names vary by vendor.

The second source of input is ALECs operating in the area. Their customer records are transmitted to the SOP, often through a secure access system (or "firewall") , in NENA standard format (Current standards are NENA-2 or NENA-3).

The third source is Private Switch ALI (PS/ALI) systems. These systems identify telephone stations behind PBX's and will be covered in more detail later. PS/ALI systems also transmit their records in NENA standard format.

The SOP processes the inputs and uploads the customer records to the ALI DMSs (database management systems). Usually, two "mirror image" ALI DMSs are deployed with redundant and diverse communications links. (Diversity + Redundancy = Reliability)

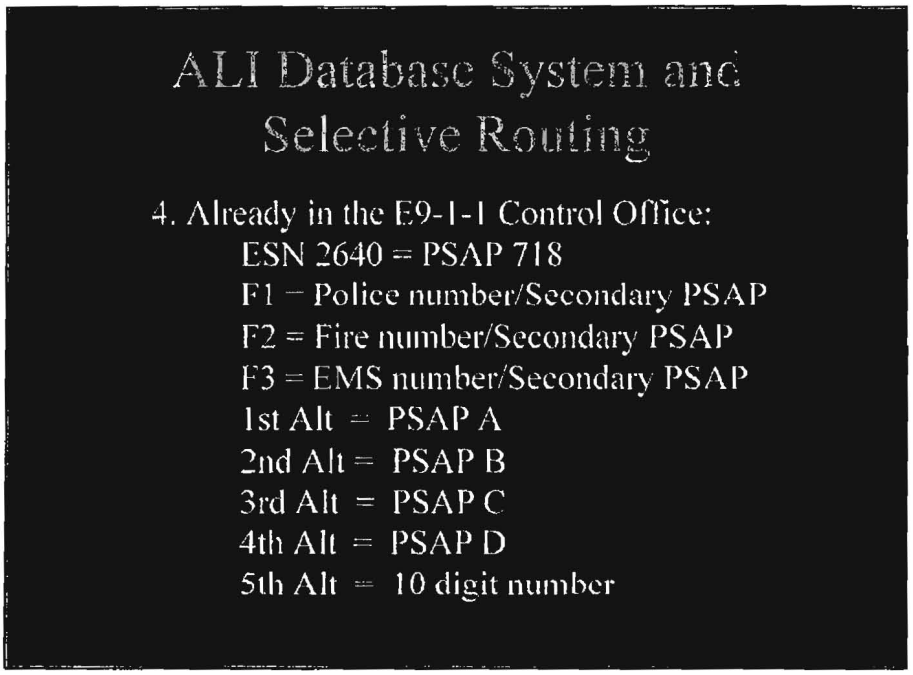
The ALI nodes transmit the telephone number-to-Emergency Services Number (TN-ESN) assignments to the 9-1-1 tandems. The ALI nodes also process ALI queries from the tandems (for Integrated PSAPs) and the Conventional PSAPs.



As discussed earlier, the first job in building an accurate selective routing system is the creation of the MSAG. Once the MSAG is complete and verified, database loading can begin.

When the customer record is loaded into the ALI database, (and this process is the same for ILEC, CLEC and wireless) the customer address is compared to MSAG. If the address does not match the MSAG, the load process stops and the record is returned to the originator. Either the customer address is wrong and must be corrected, or the MSAG is wrong and must be updated.

If the address does match the MSAG, the ESN for that address is assigned to the record and a message is sent to the selective routing database with the telephone number-to-ESN (TN-ESN) assignment. The selective routing database is usually resident in the tandem, but may be in an outboard processor or even in the ALI database.



As part of the MSAG development process, the selective routing database has been loaded with (TN/ESN) assignments based upon the MSAG. These assignments include the Primary PSAP, the Selective Transfer Key assignments and Alternate Routing assignments.

Selective Transfer is the formal name of the feature that enables the use of the "Police", "Fire" and "EMS" transfer keys. As 9-1-1 calls are answered, they may be transferred to the dispatchers for the Police, Fire or Emergency Medical Services agencies listed on the ALI display, even though the agencies may change from one call to the next. Selective Transfer is like a speed dial button that is automatically reprogrammed with each incoming call. The feature gets its information from the ESN assignment in the selective routing database.

Depending on the network, and the extent of cooperation between PSAPs, the Primary PSAP may have one or more alternate answering points. These alternates may be other PSAPs or 10 digit numbers. Alternate routing normally takes place automatically when the PSAP is busy, set inactive (Night Service) or out of service.

Each PSAP should have at least one alternate PSAP. Additionally, depending on the 9-1-1 tandem, alternate routing assignments can be associated with either PSAPs or ESNs. A PSAP may have all of its calls routed to the same alternate PSAP, or may route calls to several alternates based on originating ESN.



We've discussed how the ESN is used to facilitate Selective Routing, Selective Transfer and Alternate Routing within the selective routing tandem. It is also used again by the ALI database system during ALI delivery.

The agency information for each ESN (called the Agency File or English Translation), which includes the names (and, in some systems, phone numbers) of the PSAP, Police, Fire and Emergency Medical agencies, is the same for every subscriber located in that ESZ. It would not be efficient to include this data in each customer record - it would require more memory than really needed.

When a 9-1-1 call is made, the caller's ANI is used to query the ALI database. The telephone number accesses the customer information, which includes the ESN. The ESN is then used to access the Agency File. When the ALI is transmitted to the PSAP, it arrives as a single transmission, but is actually data from two separate files, sent to the PSAP in a prescribed format. These ALI PSAP displays come in as many different formats as there are PSAPs. The display pictured above is but one version of a format.

The other benefit to storing the agency data in its own file, is that agency data can be changed with the modification of a single file. If a Rescue Squad closes and another takes its place, or if a town using the State Police creates its own Police force, we only have to change the Agency File once, as opposed to changing thousands of subscriber records.



Where used, Database Warning Messages are triggered by the subscriber's Class of Service and can be displayed on the first line of the ALI display. Normally, they are displayed in inverse video to get the call taker's attention. The ASCII "bell" control character (BEL) may also be sent as part of the warning message. This causes the ALI display device to emit a bell sound or tone, if equipped to do so.

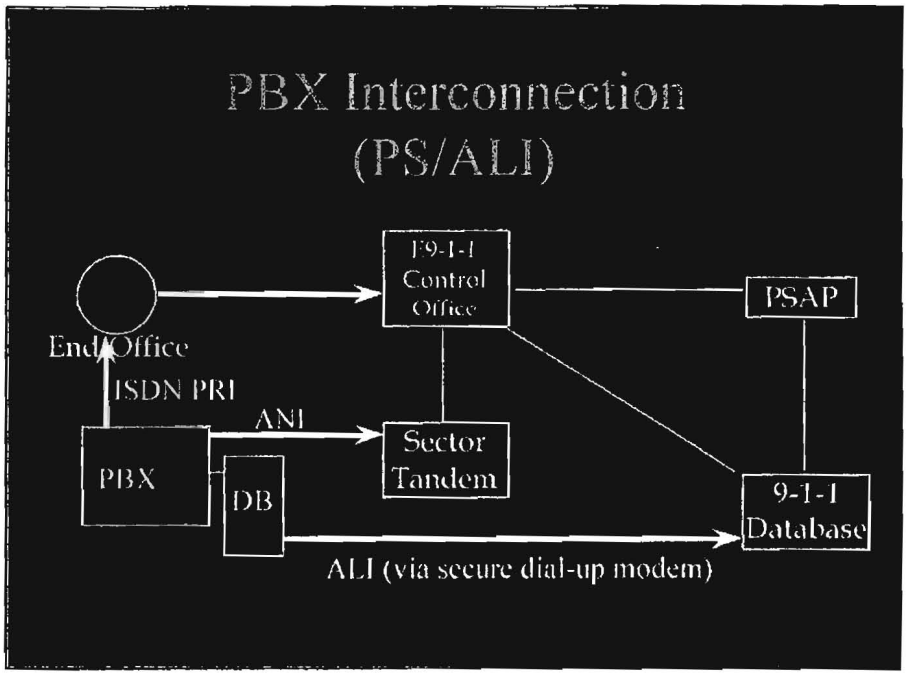
Database Warning Messages indicate to the call taker that special handling procedures may be required for this call:

"POSSIBLE TDD (TTY) CALL" indicates that the caller subscribes to the discount telephone companies offer to hearing and speech impaired people who need a TTY to communicate. It does NOT mean the caller is definitely using a TTY. (Remember: All silent calls should be treated as possible TTY calls, regardless of Warning Message.)

"OFF PREMISES EXTENSION, PBX CALL, CENTREX CALL, and COMMUNITY CENTREX" messages remind the call taker to use extra care in confirming the location of the caller, since they may not be at the address shown on the ALI display.

"OUTGOING LINE ONLY" tells the call taker that the line used to make the 9-1-1 call cannot be called back. Check the Pilot Number and confirm with the caller. This incoming call restriction also applies to many pay phones.

"FOREIGN EXCHANGE" is dial tone from a distant central office.

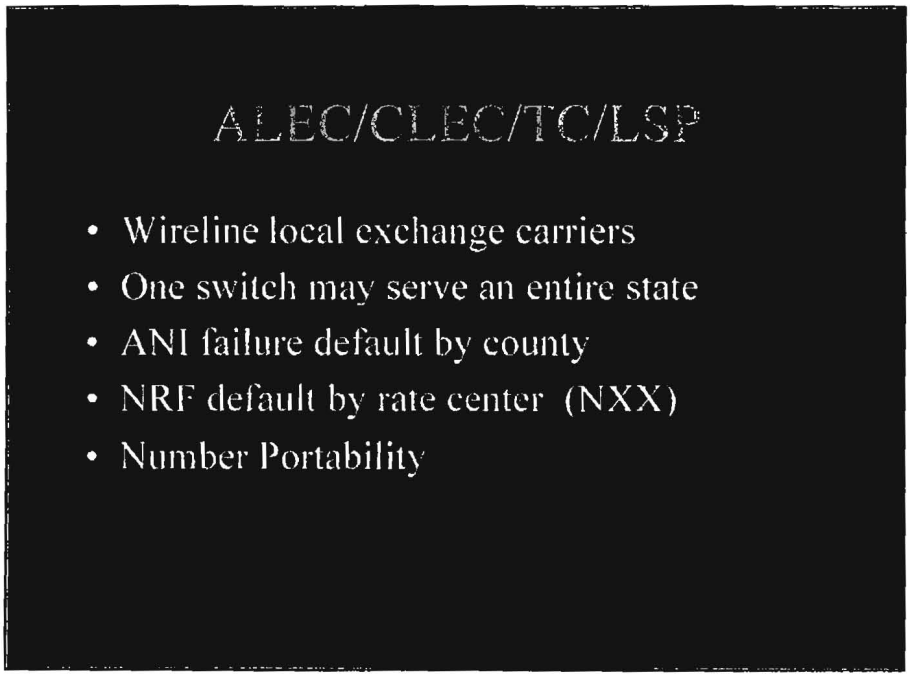


PBXs (Private Branch Exchange) create a special challenge for 9-1-1. Telephone stations behind a PBX don't normally have unique telephone numbers, and even if they did, the telephone company operating the 9-1-1 ALI database may have no idea what they are, and the PBX owner may not be obligated to tell them. 9-1-1 calls from PBXs will route to the PSAP that serves the address where the PBX is and only identify the PBX trunk used to make the call. The individual station is unknown. PS/ALI changes the way 9-1-1 calls are handled from a PBX.

First, directory numbers (typically Direct Inward Dialing [DID] numbers) are assigned to the PBX stations. The PBX owner is responsible for creating customer records, preferably in NENA standard format, that identify caller locations. These records are usually uploaded to the 9-1-1 SOP/MS via secure, dial-up modems. Essentially, PBXs use the same interface as ALECs.

Second, one of two network connection types is established. For newer PBXs, a Primary Rate ISDN connection can be used. The beauty of this service is that it can handle normal incoming and outgoing calls, but will generate individual ANIs for 9-1-1 calls. These calls enter the 9-1-1 network over the regular end office trunks.

For older PBXs, an adjunct unit is installed that uses dedicated 9-1-1 trunks that connect the PBX directly to the 9-1-1 tandem, or to a telephone company end office or sector tandem. Calls arrive at the PSAP with the customer-created ALI. Adjunct units are made by Telident, Proctor, Xtend and others.



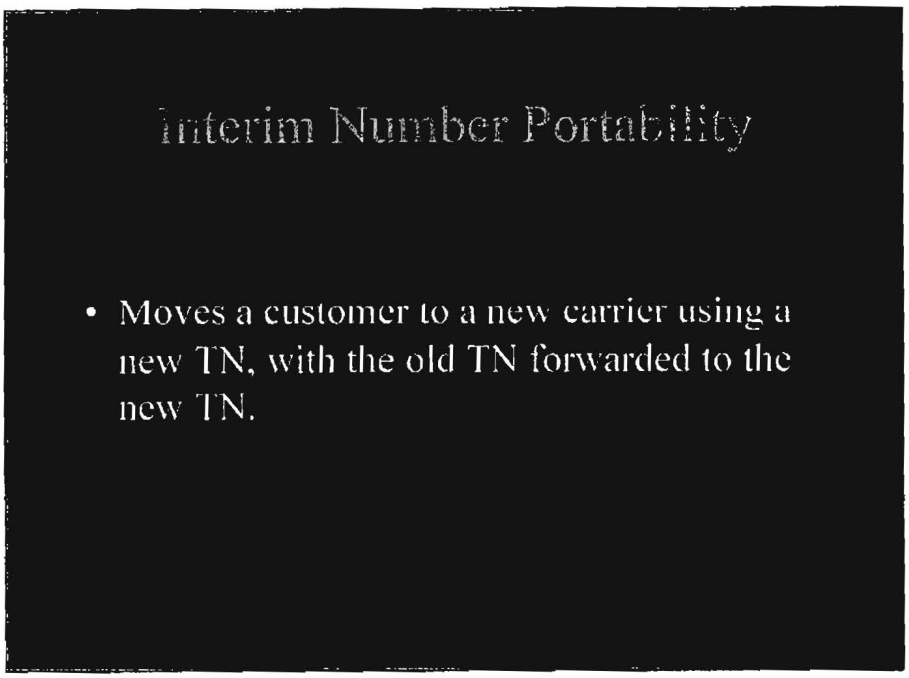
In most states, ALECs are required to connect to 9-1-1 tandems in a similar, if not identical, fashion to the incumbent LEC.

Where mated or backup 9-1-1 tandems are deployed, ALECs typically build a pair of diversely routed trunk groups per county. One trunk group is built to the primary 9-1-1 tandem that serves the particular county, and the other is built to the mated or backup 9-1-1 tandem. Either trunk group should be large enough to provide a P.01 grade of service by itself. It is also desirable to have diversified paths within each trunk group, where practical.

If the call cannot reach the primary 9-1-1 tandem due to a facility or tandem problem, the call can be automatically re-routed (route advanced) to the backup or mated tandem.

In the event of an ANI failure, calls are routed to a designated default PSAP for that county.

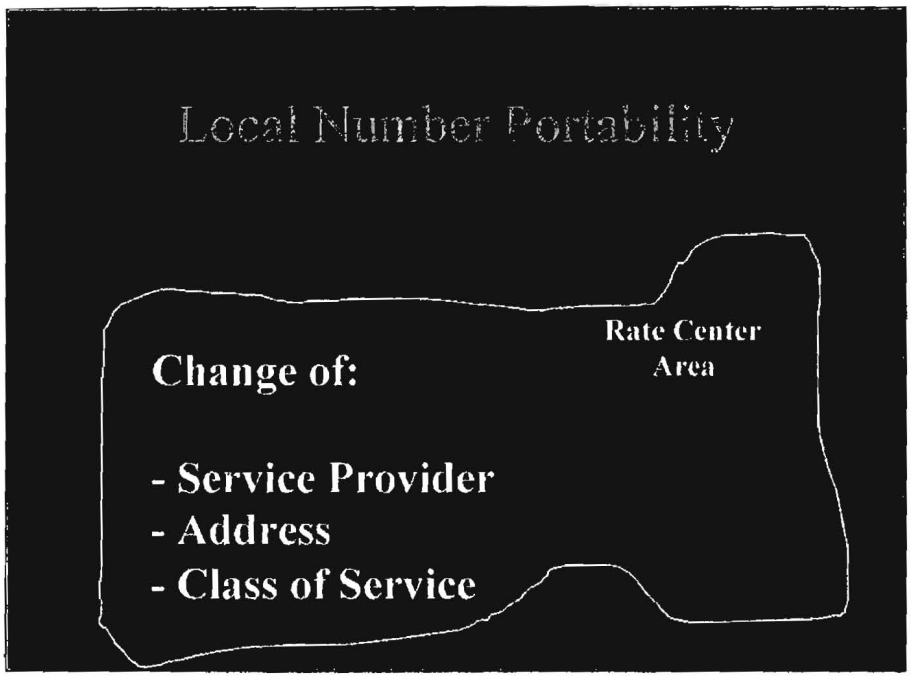
If the ANI is delivered but not recognized (no ALI record), the call may default based on the NXX code, which identifies the rate center. Right now, all LECs have dedicated NXX codes per rate center. This "default by NXX" will work until local (and later, geographic) number portability begins to significantly degrade accuracy by rate center. At that point, default routing must be based on trunk group only.



Local Number Portability Using Interim Number Portability

INP requires 2 switch numbers; the original customer's number and a new one at the new carrier. Calls to the original customer number are remote call forwarded to the new carrier number, where the customer has been provided new service by the new carrier. This technique has no direct effect on outbound 9-1-1 calls. However, it is desirable to display both the new ANI number and the old alternate number at the ALI screen, in order to lessen potential confusion about the caller's actual callback number.

INP transitions to full LNP, where the caller has only the original number, which is literally moved or 'ported' to the new carrier's end office switch.

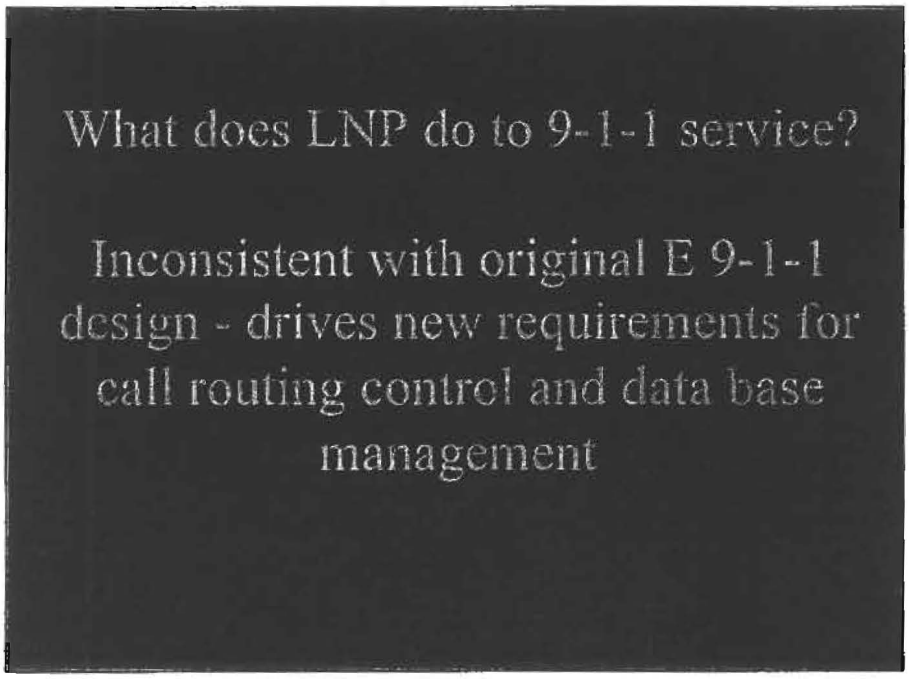


Local Number Portability is the ability to allow an end user to change their Service Provider without having to change their telephone number. This eases complications for the customer by allowing choice of local exchange carrier without requiring a number change.

Local Number Portability has three variations:

- Service Provider (change of local service provider)
- Location (move to a different address)
- Class of Service (change type of service, such as from wireline to wireless)

The geographic location of the number is limited to the Rate Center. A database dip from the switching system to a special LRN (Local Routing Number) database will occur to determine where to terminate a call (to what switch). 9-1-1 originated calls are not affected, since the originating central office sends these calls to its dedicated 9-1-1 trunk group.



Impacts of LNP on 9-1-1

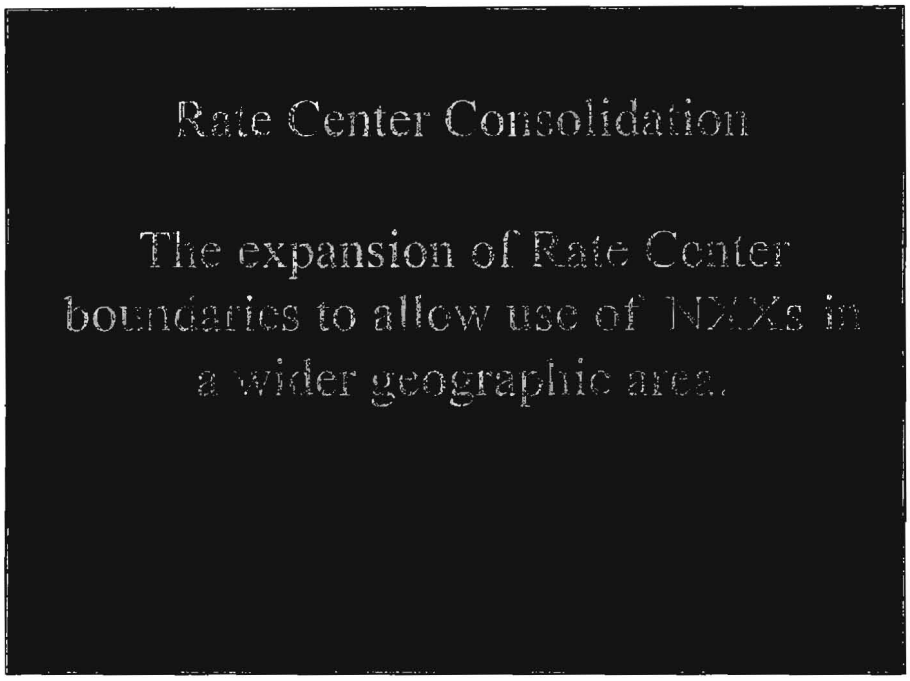
- Caller's TN (or ANI) information remains unchanged

- Different Company ID & record responsibility in ALI Database

- PSAP needs access to or an updated list of Company IDs, 24X7 telephone numbers, and contact persons at carriers

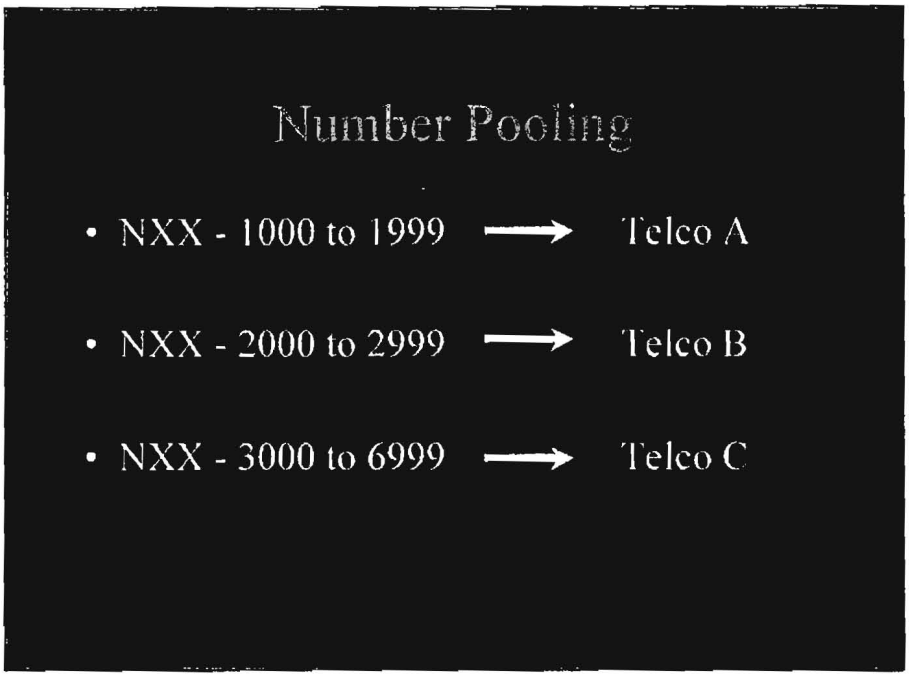
- PSAP will see addition of Company ID code on ALI screen display

- PSAP needs acccess to the NPAC IVR system, which indicates what company owns each ported TN



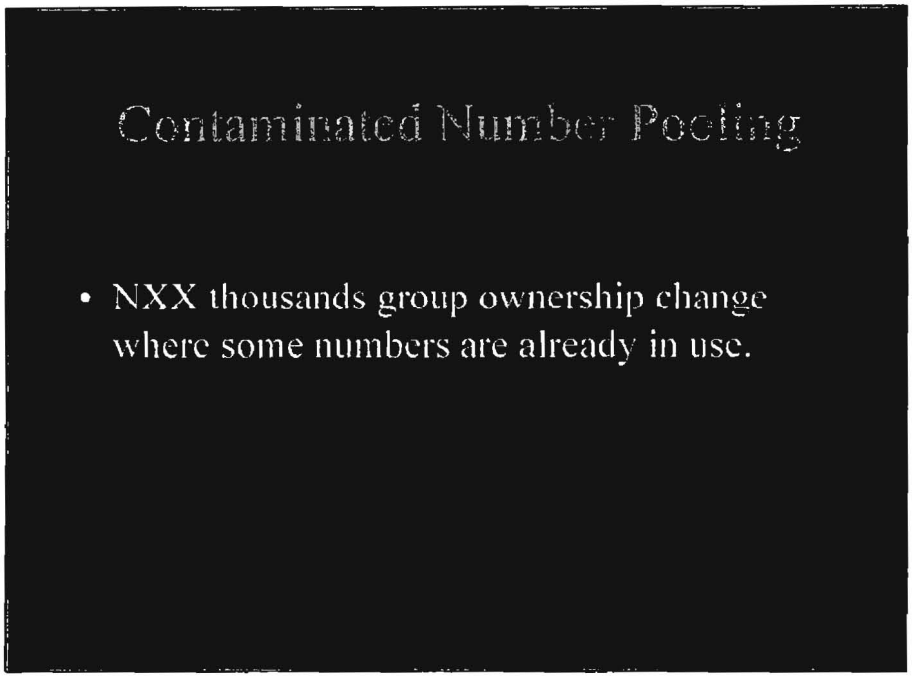
With Rate Center Consolidation, multiple traditional Rate Centers are formed into a new single Rate Center, or consodlidated. This allows a given NXX's 10,000 TNs to be utilized across a wider geographic area, and delays the need for new NXXs to be assigned.

If this is done within the service boundaries of an E 9-1-1 Selective Router switch, the main impact on E 9-1-1 service is a significant complication in the management of call routing in the end office (class marking) and in default call control at the Selective Routing switch (ANI failure and No Record Found conditions). Class marking in the end office is typically a manual process, and error prone in comparison to mechanized Selective Routing control. And, when an NXX is no longer limited to a small geographic area, default call control at the NXX level for No Record Found Selective Routing situations is negatively impacted. This forces attempts to identify a PSAP to become the call taker for default calls across a much wider geographic area than before, with associated liability and call handling time concerns.

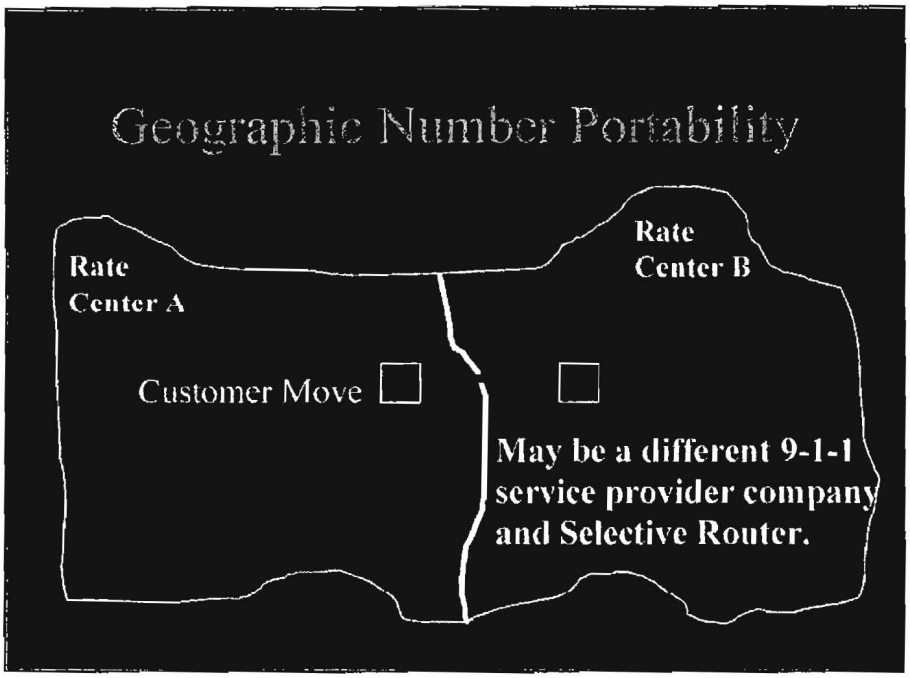


Number Pooling

This is a number conservation technique to make better use of available NNX number sets among carriers, so that requirements for new NPAs can be delayed. Basically, rather than a whole NXX of 10,000 numbers being assigned to a single carrier, each 1000s group is available for assignment to different carriers. This makes more efficient use of the number sets if service needs for a given carrier do not require all of the thousands groups from a full NXX.



'Contaminated' number pooling is a term used to describe a case where a 1000s number set is already in minimal use by a carrier, but a decision is made to reassign that 1000s group to another carrier. The general rule of thumb is that a 1000s group where the carrier is using less than 10% of the numbers can be available for reassignment. When this is done, the original carrier must use number portability techniques to 'bring their in-use numbers back' to their records. No impact on 9-1-1 data base is involved, since the customer has not changed and the Company ID has not changed.

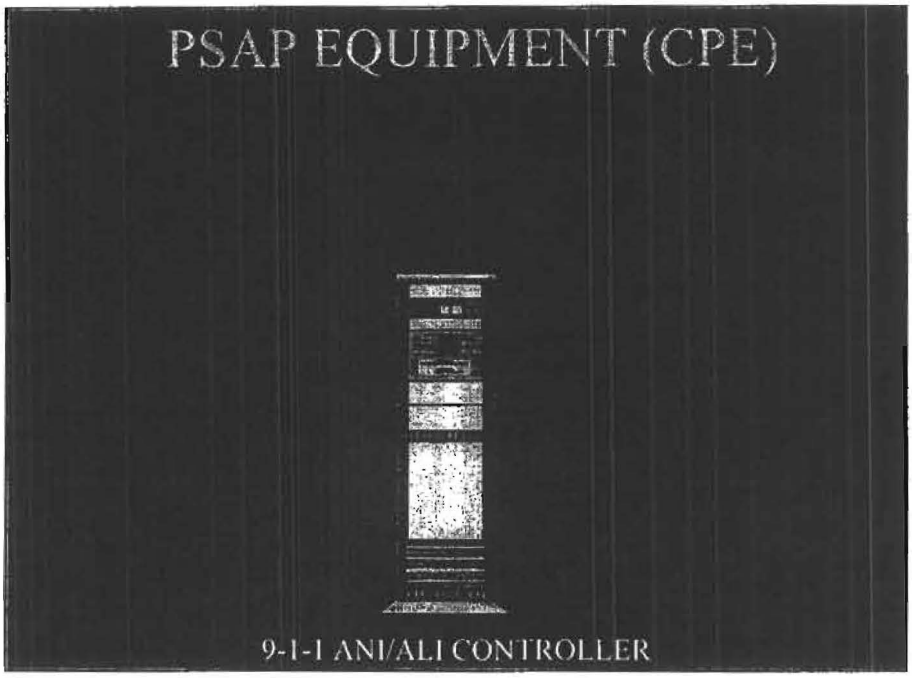


Geographic Number Portability

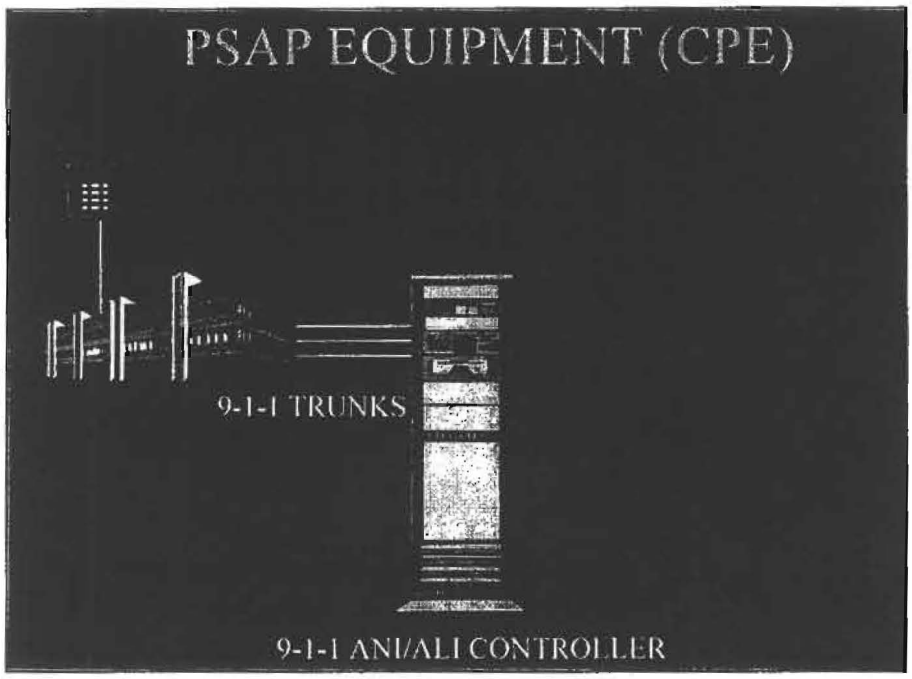
Geographic Number Portability is currently defined as number portability across more than one Rate Center, or the application of an NPA-NNX telephone number set among more than the Rate Center area originally assigned under the national numbering plan.

The implications for 9-1-1 include the need for additional end office to Selective Router trunk groups so that the originating end office can send calls to different 9-1-1 Selective Routing switches, based on the address of the caller. Under the current design of E 9-1-1 switching control, added trunking is forced. When 10 digit ANI for 9-1-1, and Intelligent Network components are available for use in 9-1-1 service, some of these additional requirements will be eased.

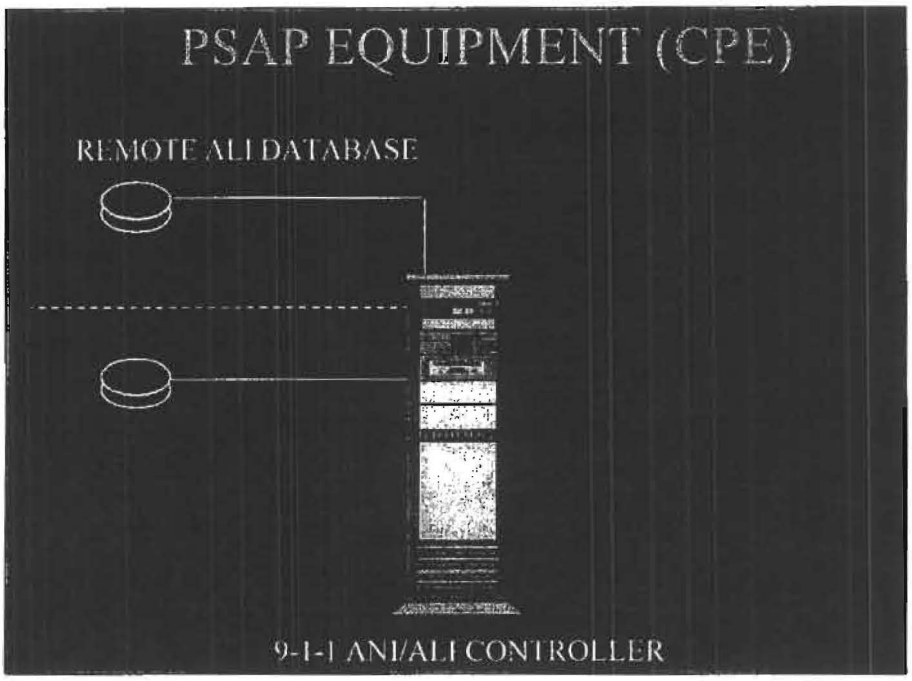
Since the customer could move to a different SR operated by a different 9-1-1 service provider, significant data base coordination will be involved for geographic number portability.



Equipment that is located at the customers location (on-premises) is usually called Customer Premises Equipment (CPE). The term "CPE" normally covers all equipment related to the receipt of a 9-1-1 call. Some of the common equipment considered to be CPE are ANI / ALI displays, printers, TDD/TTY equipment and telephone answering equipment.



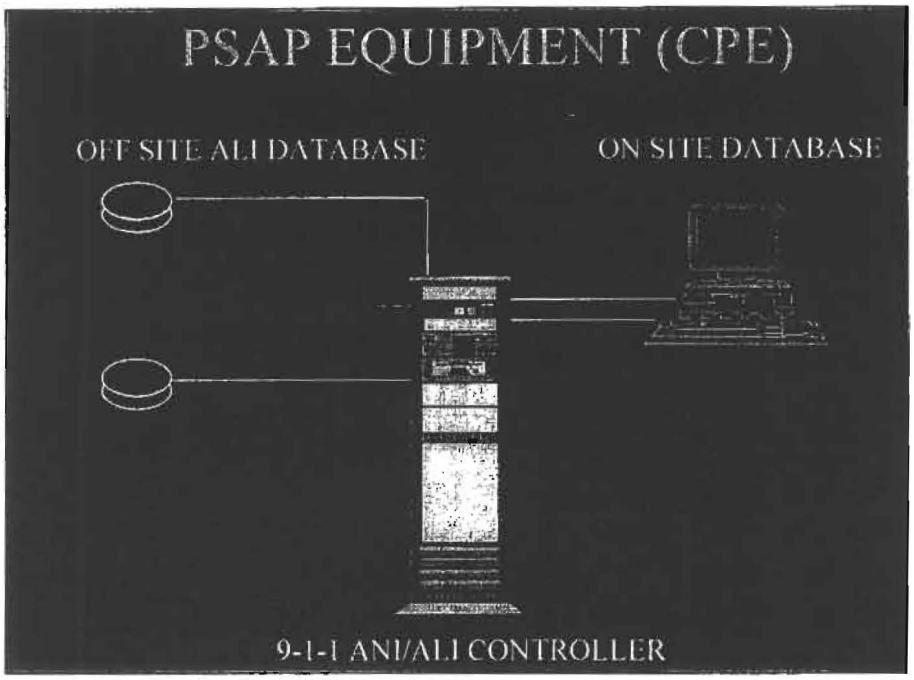
When a caller dials 9-1-1, the call is routed through a serving end-office, 9-1-1 tandem office, then to the PSAP. Trunks attached to the 9-1-1 ANI/ALI Controller are often called Emergency Management (EM) trunks. ANI and voice are delivered to the PSAP over these trunks.



There are multiple interfaces on the ANI/ALI Controller. The following slides will go through the different interfaces and equipment attached to the 9-1-1 controller.

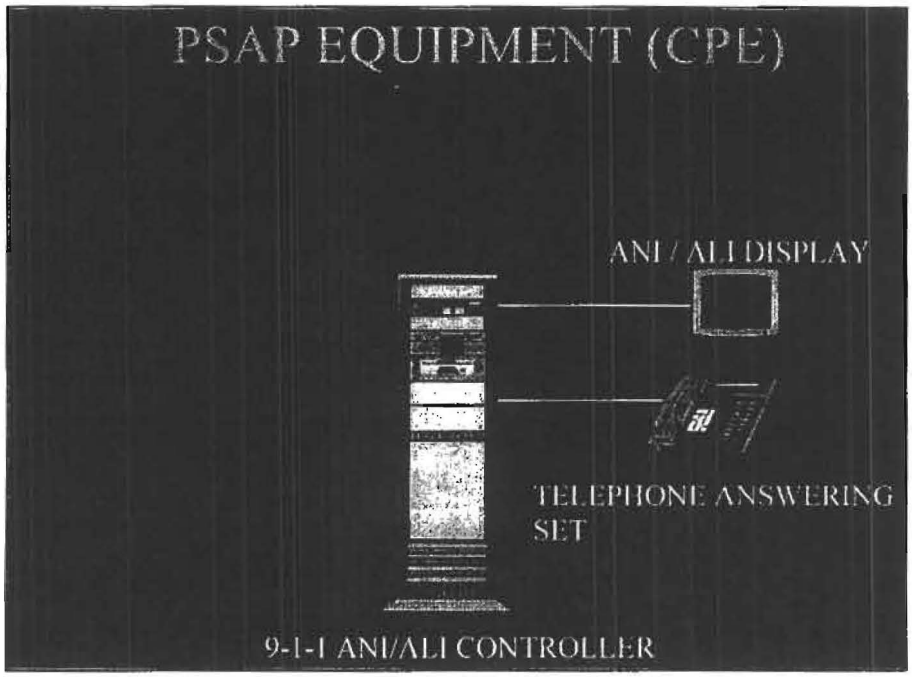
When ANI is received, the controller sends the number (ANI) to a database for an ALI look up. Typically, there are two data links going to redundant and diverse databases.

This drawing shows two diverse databases that are located off premises.

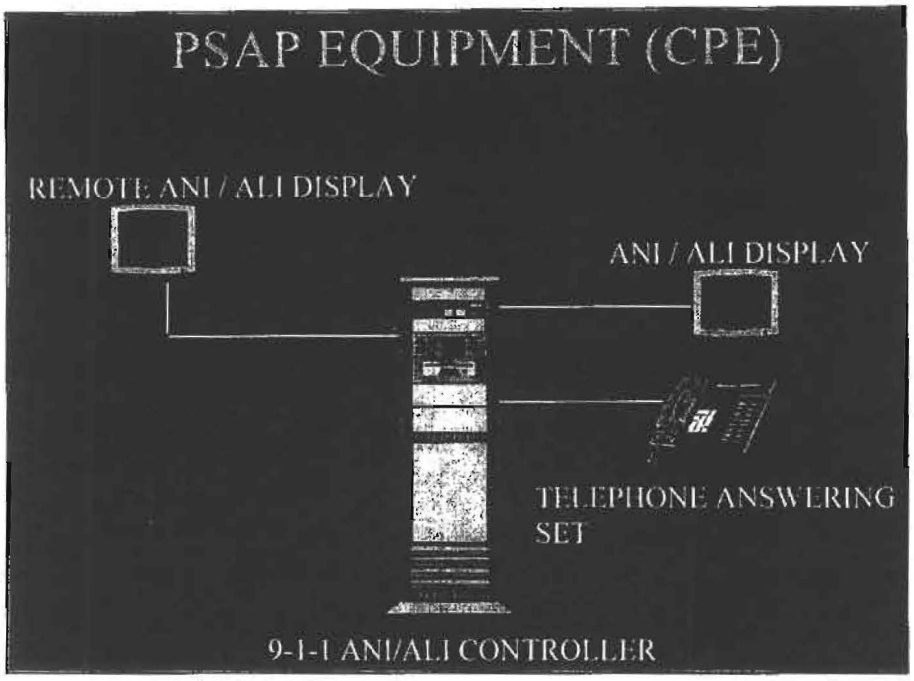


Some PSAP have an on-site database. Updates are sent via a dial-up or private line data circuit.

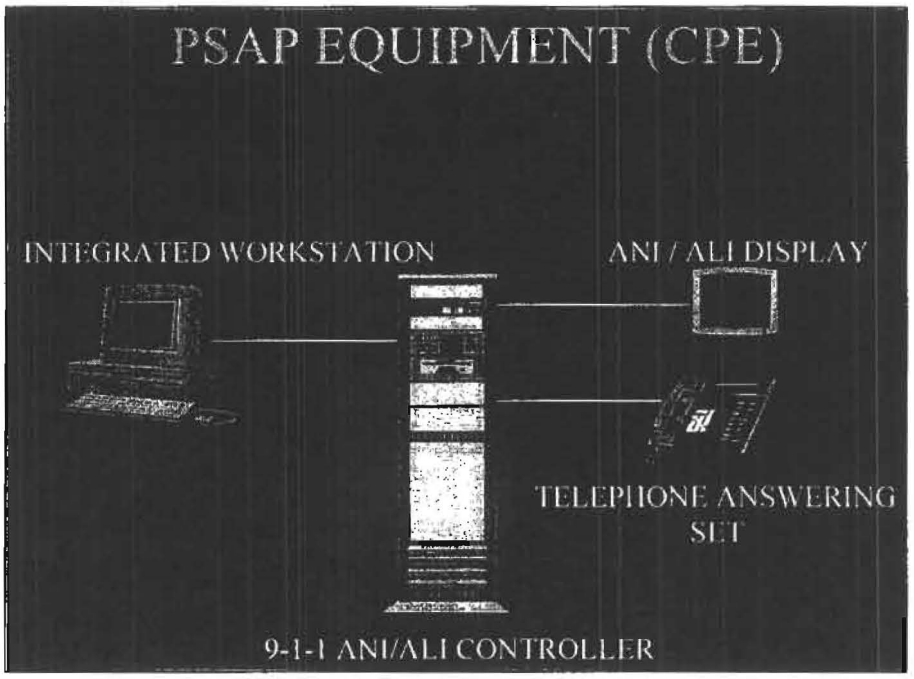
There are sites that may have connections to more than one data base. This arrangement may be required where there is more than one service provider.



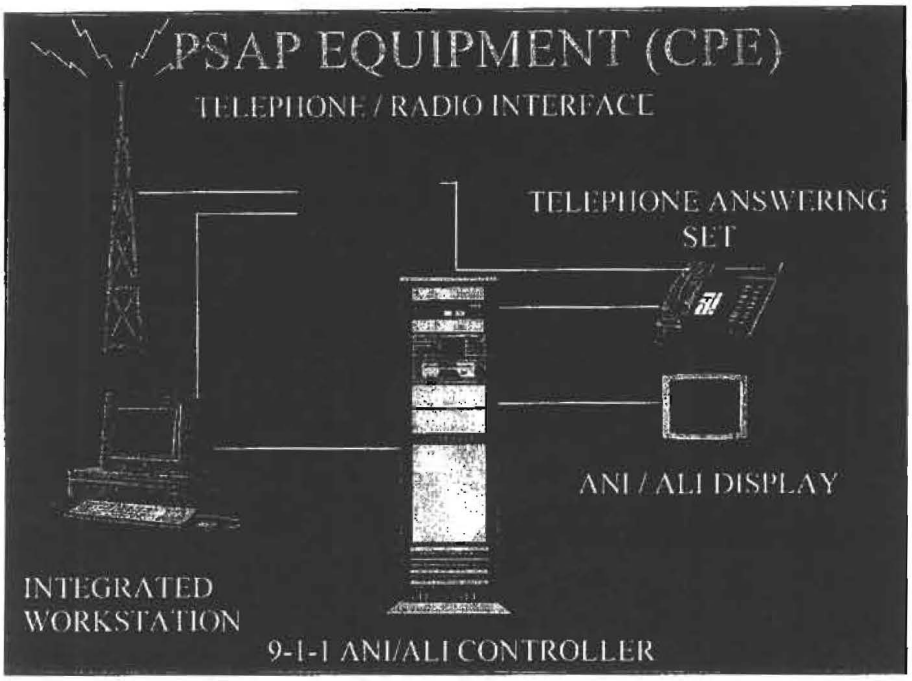
Each answering position has a Telephone Answering Set and an ANI / ALI Display connected to the controller.



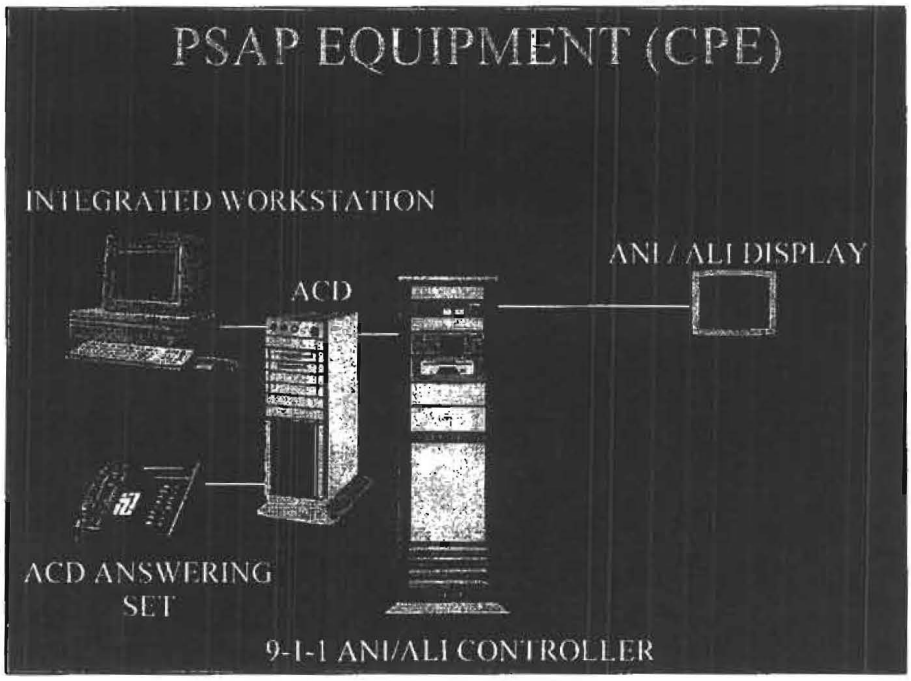
There may also be a remote ANI/ALI display. Call data can be sent to a remote location via a dial-up or private line data circuit. Typically, remote ANI/ALI displays are located at Fire Stations, EMS or other non 9-1-1 dispatch centers.



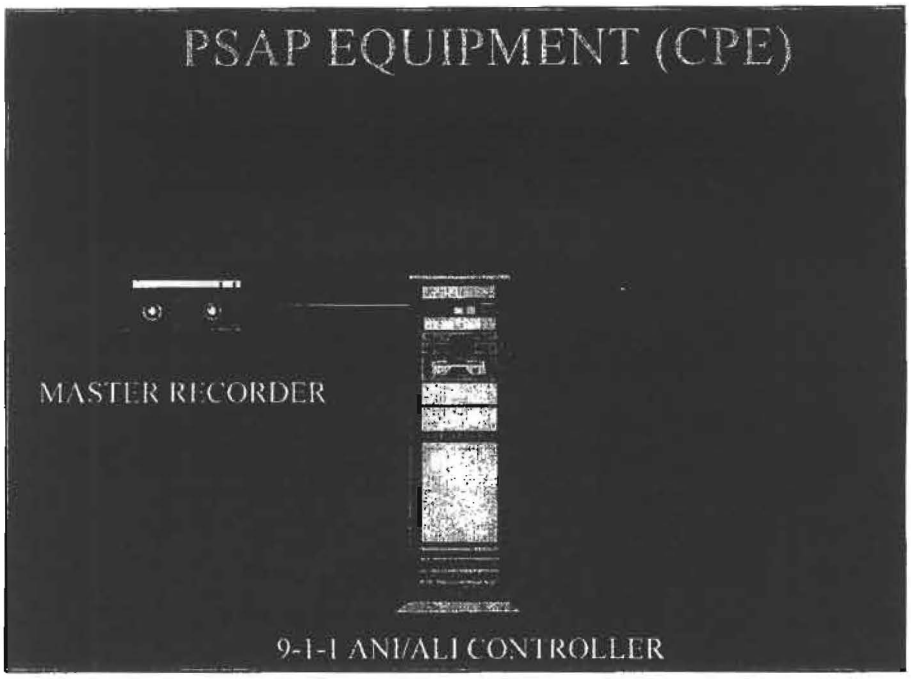
ANI/ALI Displays, Telephone Answering Sets and other call taker interfaces may be part of an Integrated Workstation. Integrated Workstations may also be called an Intelligent Workstation (IWS).



A Telephone/Radio Interfaces allows a call taker or dispatcher to wear one headset and communicate via both radio and telephone. Typically, radio traffic is present on the headset until a call is answered or placed via the telephone set. When the call taker or dispatcher is on the phone radio traffic is usually diverted to an external speaker on the radio. If the transmit is pressed on the radio while a call is in progress, the telephone transmitter is muted.



An Automatic Call Distributor (ACD) allows calls to be routed automatically to an available call taker. The ACD may be integrated with a workstation or may be located off premises in a central office, with a workstation at the PSAP. ACDs are normally only found in larger, high call volume PSAPs, although some smaller PSAPs do use ACDs.

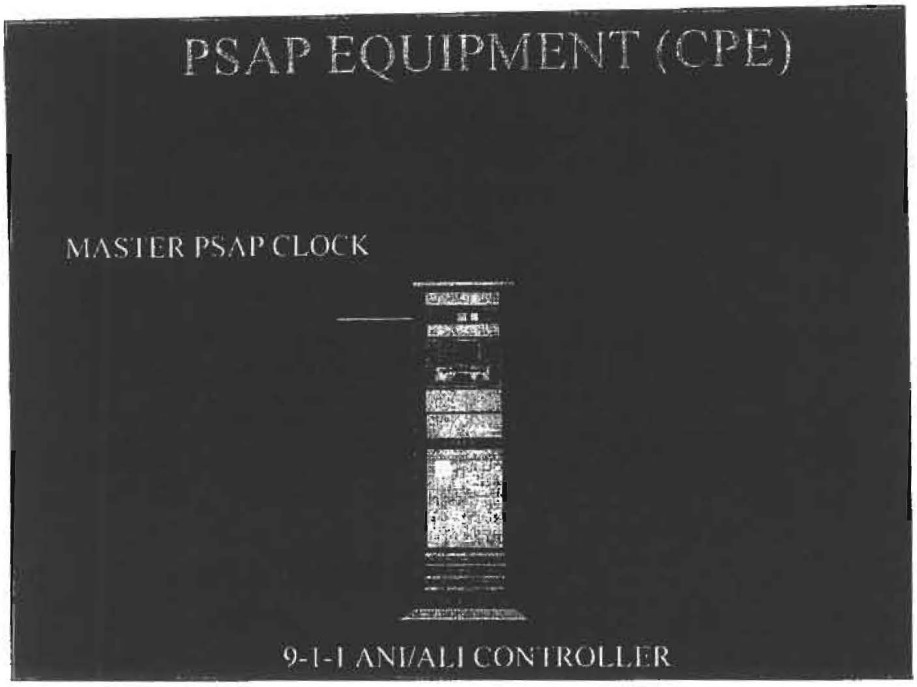


Master Recorders are used to record all calls and radio traffic in the PSAP. Master recorders have multiple channels that can be set up to record each line on a telephone, each position's telephone, each radio channel or a combination of the different interfaces. In addition to the master recorder, instant recall recorders may be placed at each position to allow the call taker to instantly listen to previous few minutes of telephone calls or radio traffic.



The 9-1-1 controller sends the call takers position ID and ALI information to the CAD system via an asynchronous ASCII interface.

The Computer Aided Dispatch (CAD) system is used to log call information, track fire, police, EMS or other units that are dispatched or available. Some CAD systems can automatically assign units depending on the location of the call and automatically send the call to a CAD terminal in the unit being dispatched. The CAD terminal may be a separate terminal or integrated into an Intelligent Work Station.



To insure consistency of time stamps added to event records, reports and voice recordings, a common time stamp source is required to synchronize equipment such as CAD, ANI/ALI controllers, voice recorders, radio ronsoles, etc..

The Master PSAP Clock is traceable to Coordinated Universal Time (UTC).

The Master PSAP clock provides outputs for RS-232 serial and Inter Range Instrument Group (IRIG) interfaces.

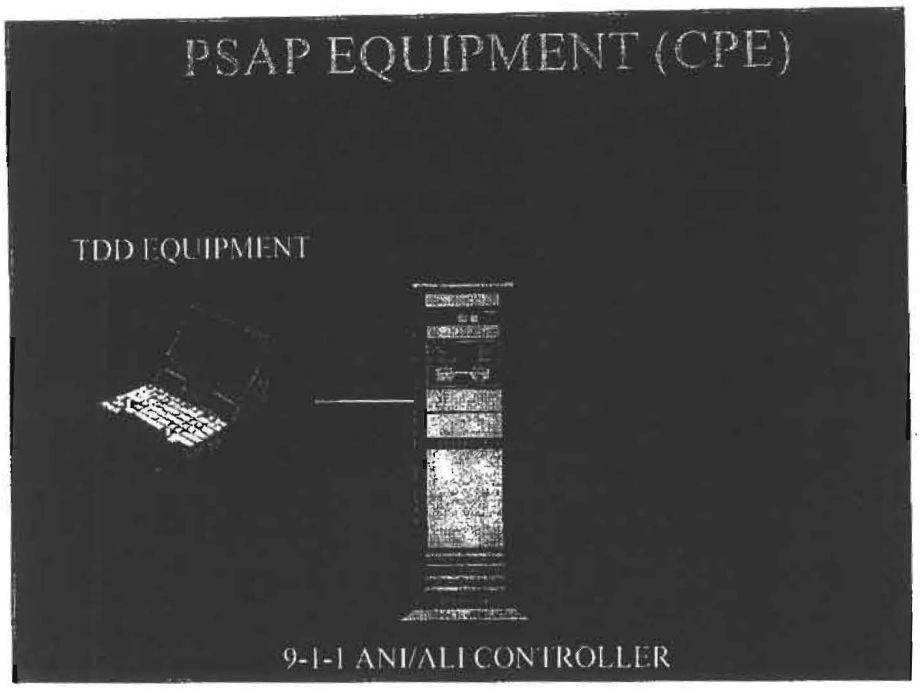
Additional master clock information is available in the "NENA PSAP Master Clock Standard" (NENA-04-002) document.



Call Detail Report Printer (CDR) - The CDR printer provides a hard copy of call time stamps, ANI received, ALI received, trunk number call was presented to, position number that answered call and call disconnect time.

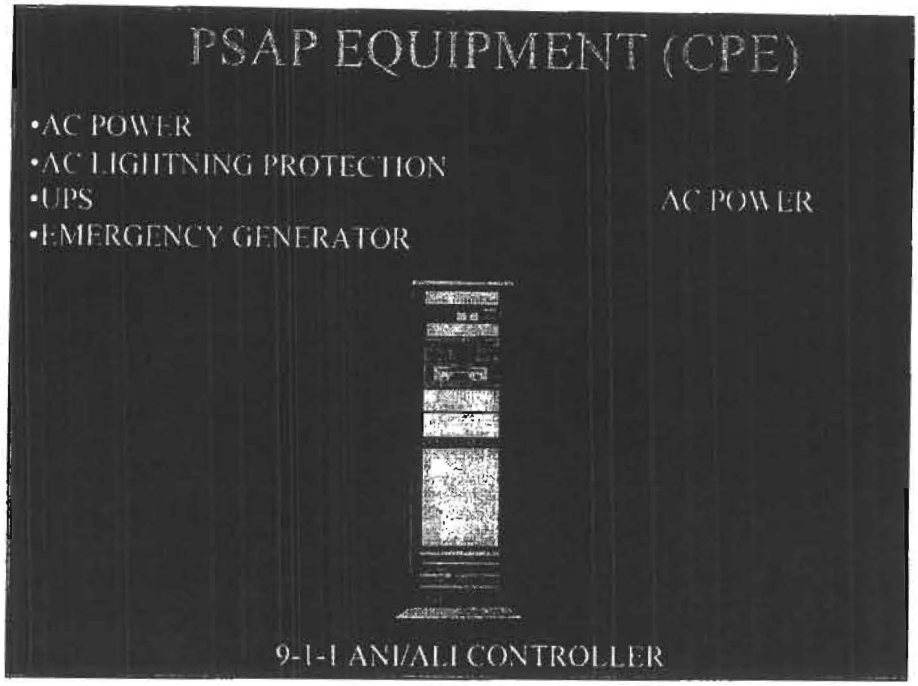
Note: The output may vary between the different PSAP manufacturers.

Maintenance Printer - The maintenance printer provides a hard copy of system alarms, call progress messages, system status messages and may also provide call count reports.



TDD/TTY equipment is used to communicate with the hearing and speech impaired. The TDD/TTY equipment may be:

- integrated into the 9-1-1 controller,
- attached to an interface on the telephone answering set,
- integrated in an Intelligent Work Station,
- directly connected to the emergency lines,
- acoustically coupled to a handset,
- a stand-a-lone unit with dial tone attached.



When a new PSAP site is being planned or a site review is performed, the AC power and protection is a critical area. In addition to the "normal" AC power, UPS (uninterruptable power source) and an emergency generator should be considered.

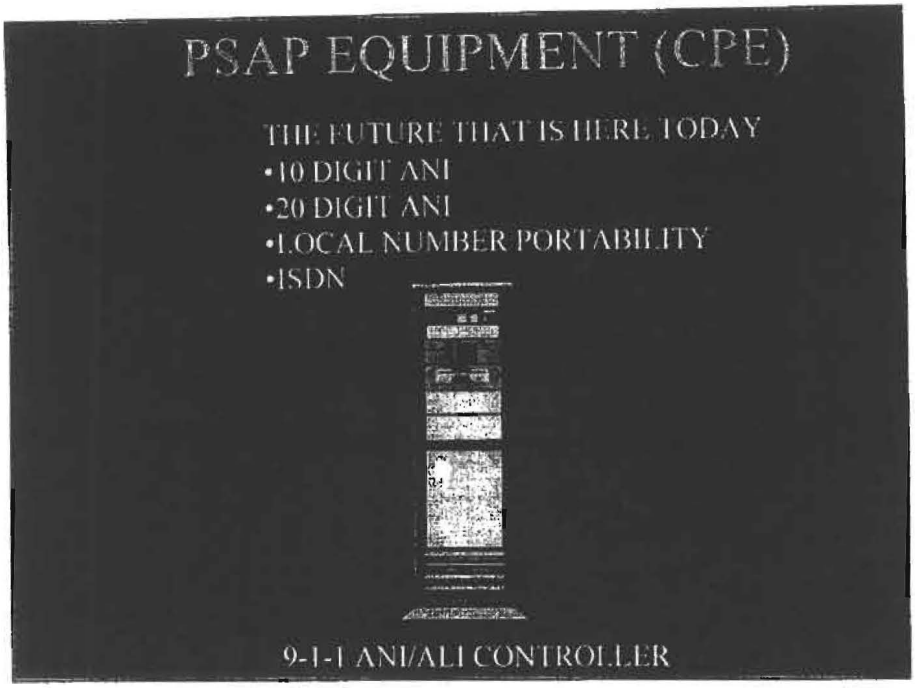
There are at least two different configurations for the emergency generator:

•Automatic start - When AC power is lost the generator automatically starts and provides the AC power.

•Manual Start - When AC power is lost someone has to manually start the generator and switch the AC panel to the generator.

•In both cases, power is disrupted until the generator is on line. If an in-line UPS is installed, the UPS provides uninterrupted power in the event AC power is lost. Normally, batteries in the UPS will provide power until the generator can be brought on line. Larger UPSs or additional run time can be added to an existing UPS if desired.

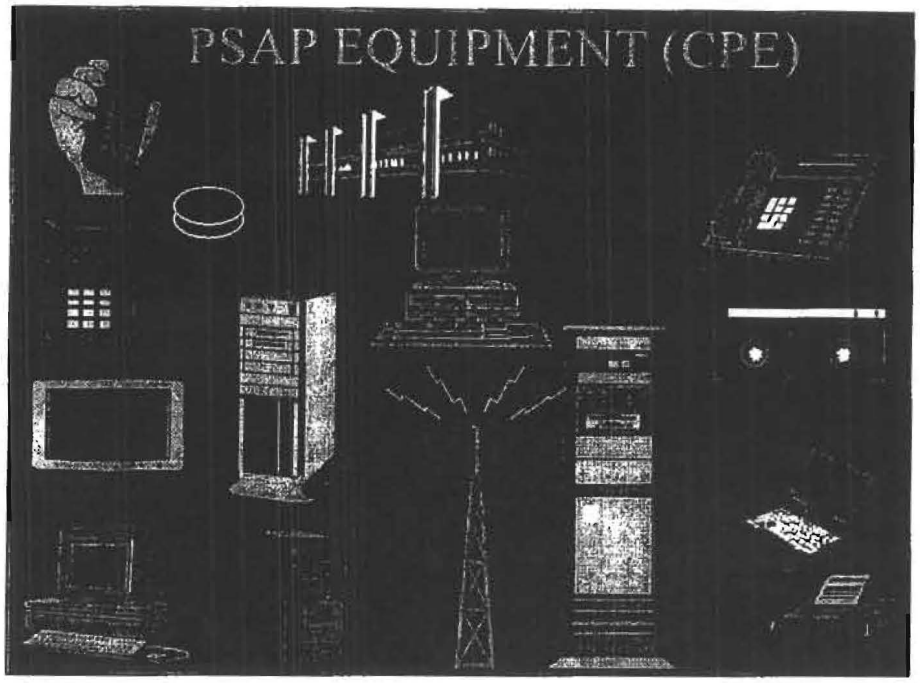
Different levels of AC surge protection are available. Primary protection can be installed at the main AC service panel, AC sub panel, or at the wall outlet. AC surge protection helps to prevent an AC over voltage surge or ground fault from damaging equipment in the PSAP.



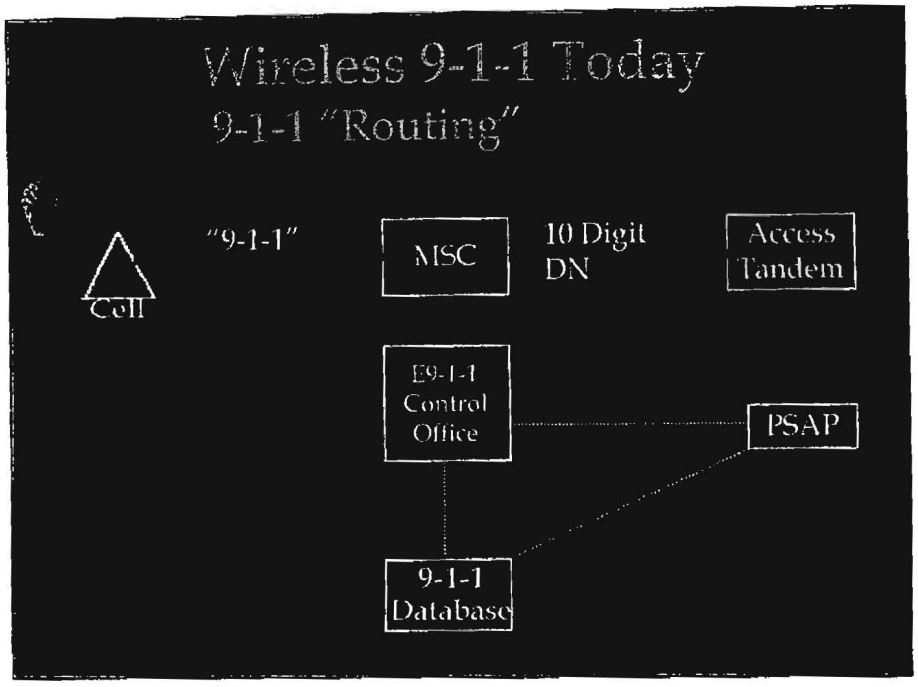
The future is here today. PSAP directors have to deal with 10 and 20 digit ANI, LNP and ISDN.

Some existing 9-1-1 controllers is not capable of accepting 10 and 20 digit ANI. Equipment upgrade or replacement will be required.

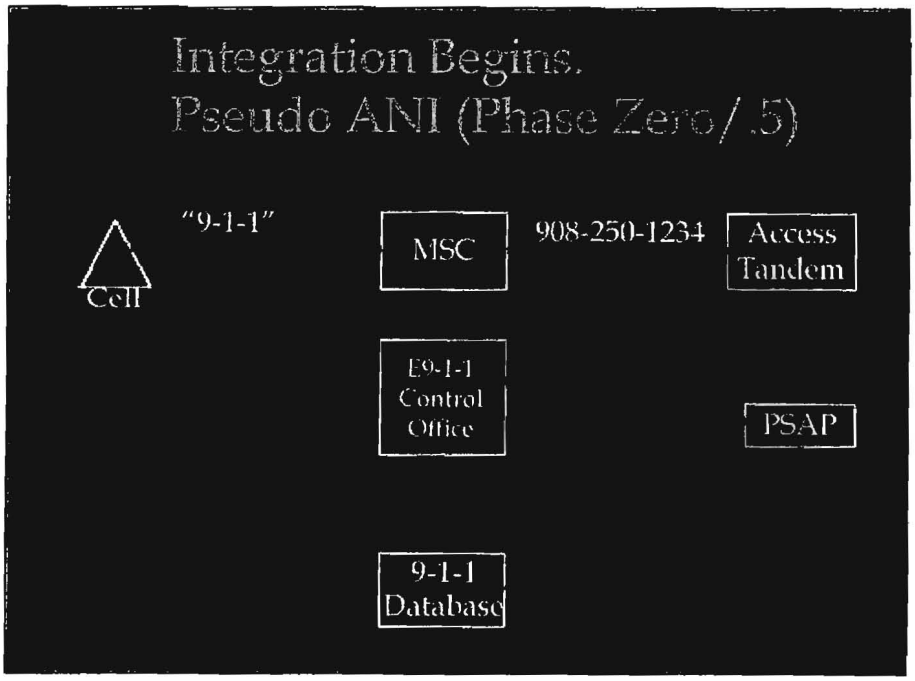
Additional database links may be required to receive ALI for ported callers. Additional 9-1-1 trunks may be required from an alternate provider's 9-1-1 tandem office.



There are multiple interfaces and equipment requirements that require standards to ensure all the piece parts will work together. The NENA Generic Standards for E9-1-1 PSAP Equipment (NENA-04-001) addresses these interfaces and provides manufacturers with an industry standard.



In most of North America, 9-1-1 calls from wireless phones are treated as if 9-1-1 was a speed dial code - 9-1-1 is translated by the Mobile Switching Center (MSC, the wireless equivalent of a central office) to a preset 7 or 10-digit number. Calls bypass the 9-1-1 network and arrive at the PSAP via the public switched telephone network. Some wireless carriers are now offering Caller ID, but typically, there is no information delivered with the call.



The use of pseudo numbers was discussed earlier as a method for telephone operators to access a specific PSAP based on the municipality of the caller.

Another way pseudo numbers, or pseudo ANIs (pANI) are used is to identify the cell tower and sector from which a wireless 9-1-1 call originated. In fact, this was the first use of pANIs.

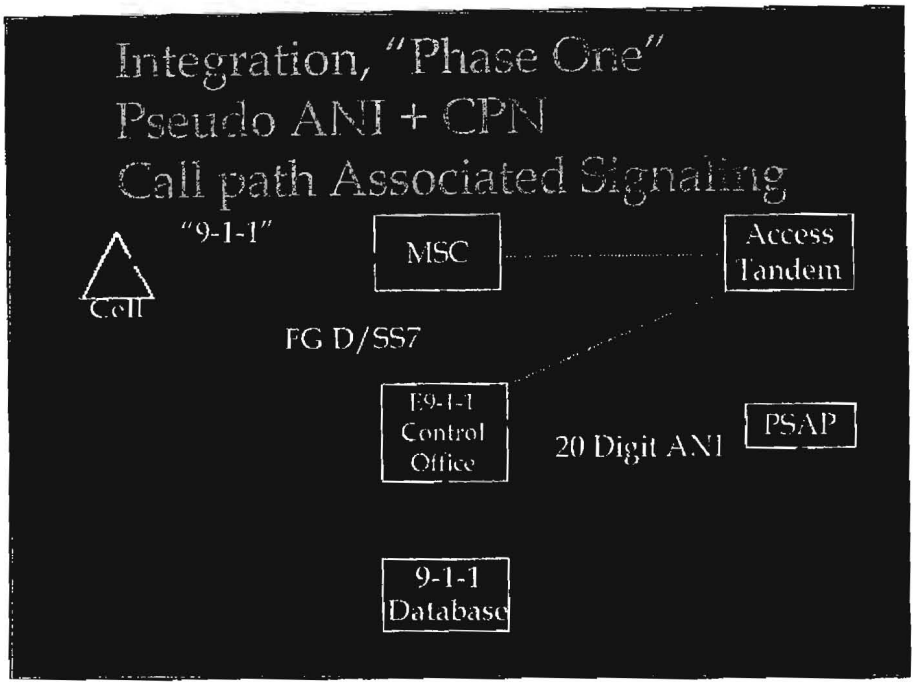
In most circles, the term pANI has been replaced with ESRD (Emergency Services Routing Digits) or ESRK (Emergency Services Routing Key), depending upon the implementation.

The typical wireless (cellular or PCS) antenna is triangular. Each face of the triangle is called a sector. The wireless MSC is aware of which sector the call originated from and is capable of translating 9-1-1 to a unique number based on that information.

By associating a unique pANI with each sector, the 9-1-1 tandem can be programmed to send calls from a specific cell sector to a specific PSAP. Since the pANI is unique, a "pseudo-ALI" record can be built in the ALI database that identifies the carrier, location of the cell and a general description of its serving area. This may include latitude/longitude of the tower; serving radius; compass bearing of sector; perhaps even a free form text description.

The location data still leaves much to be desired, but at least the PSAP knows the call is from a wireless phone and has a "hint" of what area the call came from.

This "hint" is sometimes referred to as the caller's "general location". This is a gross overstatement. To most people, "general location" means "at the mall", or "at the park". The area may actually be as large as 26 square miles.



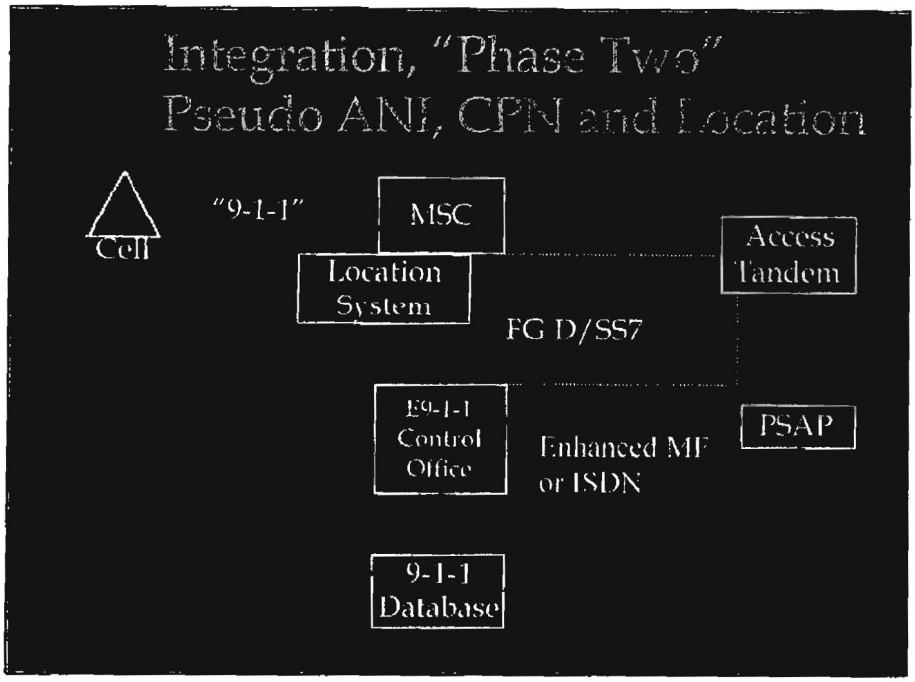
FCC Report and Order 96-264 requires that wireless 9-1-1 service be provided in two stages. Phase I, which carried a target date of April 1, 1998, calls for the delivery of cell/sector information, as discussed on the previous slide, plus a callback number for the mobile phone.

To accomplish this, the pANI plus the callback number must be delivered to the PSAP. However, the voice trunks typically used for 9-1-1 until now are only capable of delivering one, 8-digit number (NPD plus 7 digit ANI).

There are two choices for trunks that can carry two, ten-digit numbers from the MSC to the 9-1-1 tandem. Signaling System 7 (SS7) is the digital version and Feature Group D signaling (also referred to as Enhanced MF) is the analog version. Selection of one method over the other is based upon the capabilities of the two switches.

The signaling method between the 9-1-1 tandem and the PSAP also has to be upgraded to carry a minimum of 20 digits. The digital method, used today in a very small number of pilot PSAPs is ISDN. The analog version, developed by the NENA Network Technical Committee, is called Enhanced MF Signaling. This method is now being supported by all the major switch and CPE manufacturers.

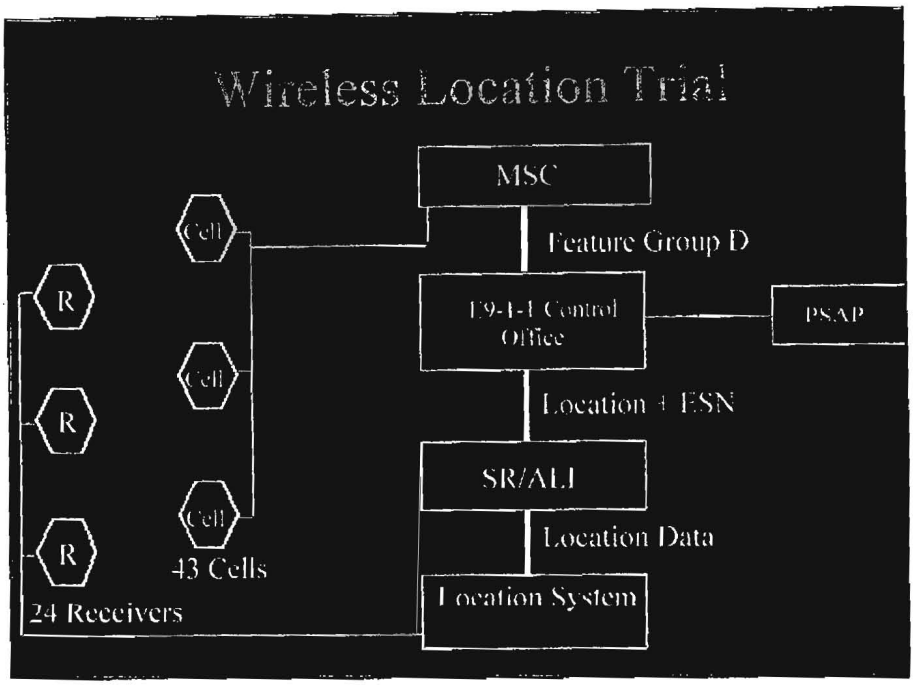
Once the two numbers are delivered to the PSAP, the pANI is used to query the ALI database for the cell/sector data, and the callback number is displayed to the call taker on the ANI display.



In Phase II, the caller's X and Y coordinates, with accuracy requirements set by the FCC, are delivered with the call. That data may come from location determination technology (LDT) associated with the wireless network, or directly from the handset. In either event, the location data must be delivered to the 9-1-1 tandem to be used for Selective Routing of the call. That delivery may be direct or via the ALI database.

For network based location systems, the accuracy requirement is within 100 meters 67% of the time and within 300 meters 95% of the time. For handset based location systems, the accuracy requirement is within 50 meters 67% of the time and 100 meters 95% of the time.

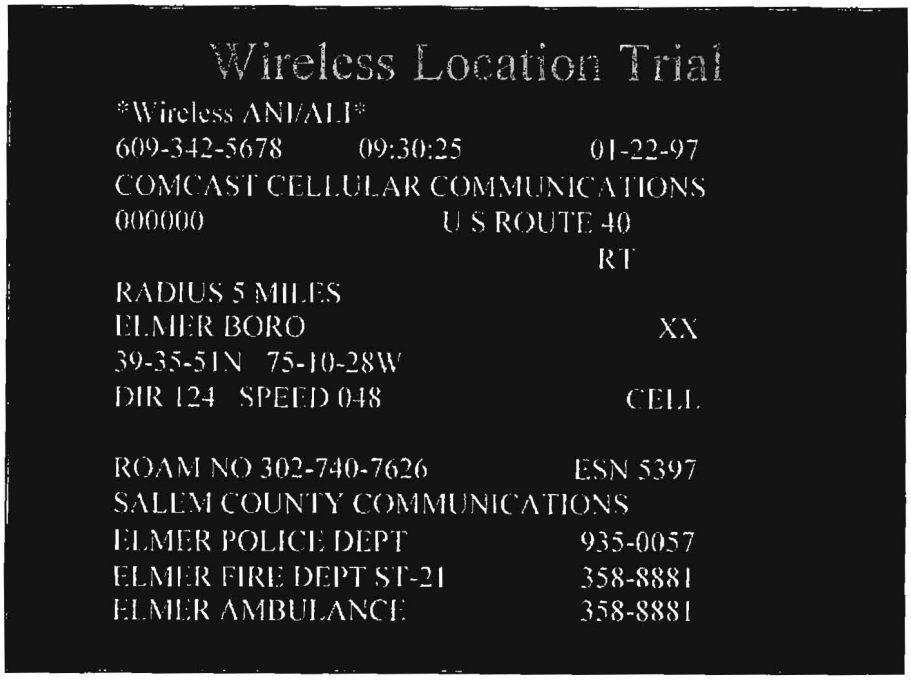
One of the advantages of SS7 is that it is capable of delivering pANI, callback number and coordinates with the voice call. Other methods require separate delivery paths for location data. Delivery to the PSAP may be via ISDN or through the ALI database



This slide shows the architecture of a wireless location trial that kicked-off in January of 1997.

Location receivers identified the location of the wireless 9-1-1 caller. That information was passed to a selective routing/ALI system which translated X,Y coordinates to ESN.

The SR/ALI system sent the ESN and pALI record to the 9-1-1 tandem. The tandem routed the call, which arrived at the tandem on Feature Group D type trunks with pANI and callback number, to one of three PSAPs based on the ESN provided by the SR/ALI system. A workstation at the PSAP drew a map of the area, complete with an "X marks the spot" for the X and Y coordinates delivered.



This slide shows a sample of the ALI delivered during the trial.

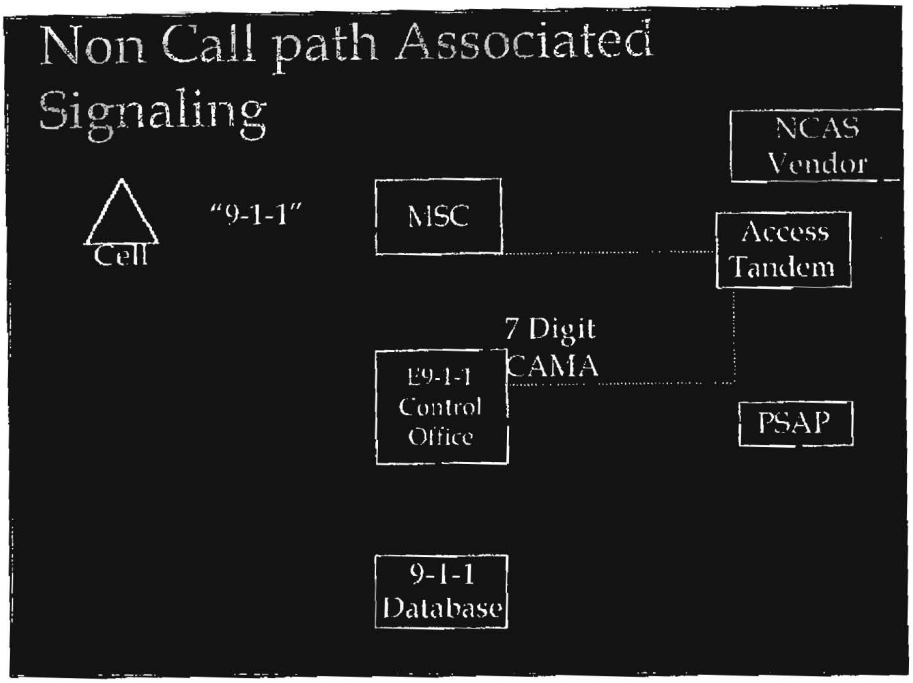
The warning message "Wireless ANI/ALI" identifies the call as coming from the trial area.

The callback number has been inserted into the telephone number field on line 2.

The street address data refers to the cell tower, but the latitude, longitude, direction and speed are associated with the caller.

The roam number is provided for the PSAP to use in calling back travelers that have "roamed" into the area (if required).

Notice that the state field shows "XX" instead of "NJ". Sometimes, cells are located on top of or next to buildings. Because the coverage area of the cell may extend into multiple jurisdictions, calls from the wireline phones in the building may need to route to one (municipal) PSAP while wireless calls from that cell need to go to another (county or state) PSAP. Since both have the same street address, which would result in the same ESN and PSAP assignment, we sometimes "fool" the network by creating an MSAG entry that uses the same street and municipality address, but uses the state of "XX". To the MSAG, this is a completely different ESZ and gets its own ESN.

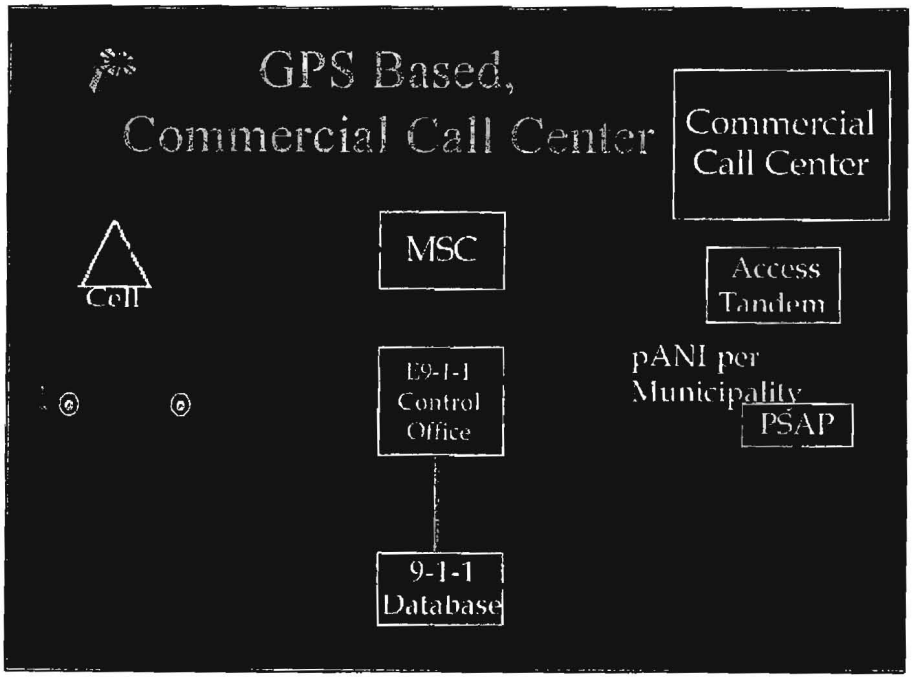


The delivery of pANI and callback number via SS7, Feature Group D signaling, ISDN and Enhanced MF is called "Call path Associated Signaling", or CAS. With CAS, the pANI that identifies the cell/sector and the callback number are delivered to the PSAP with the voice call.

An alternative is NCAS, or "Non-Call path Associated Signaling". NCAS was devised as a method to deliver the same information to a PSAP that could not afford upgrades to the selective router and PSAP, or where the selective router and/or PSAP were not upgradable. Instead, an upgrade is made to the ALI database to accept call related data from an outside source, "on the fly", for delivery to the PSAP.

When a wireless 9-1-1 call is placed, the MSC queries the third party vendor for routing information. The NCAS vendor supplies a routing number which is transmitted as a pseudo-ANI to the 9-1-1 tandem. This number may identify the cell/sector; may be one of a block of numbers associated with a cell/sector (ESRD); or may be one of a block of numbers that only identify the destination PSAP or ESN (ESRK). When the receiving PSAP queries the ALI database with that number, the pALI record and callback number, supplied by the vendor, is delivered to the PSAP.

The positive about NCAS is that it does not require upgrades to the 9-1-1 tandem and PSAP CPE, which may be expensive. The negatives are that the ANI delivered with the call may mean nothing if the ALI does not arrive, and that it supports wireless but does nothing for number portability or area code exhaust. ISDN and Enhanced MF support all three through the delivery of one or two full ten digit numbers.

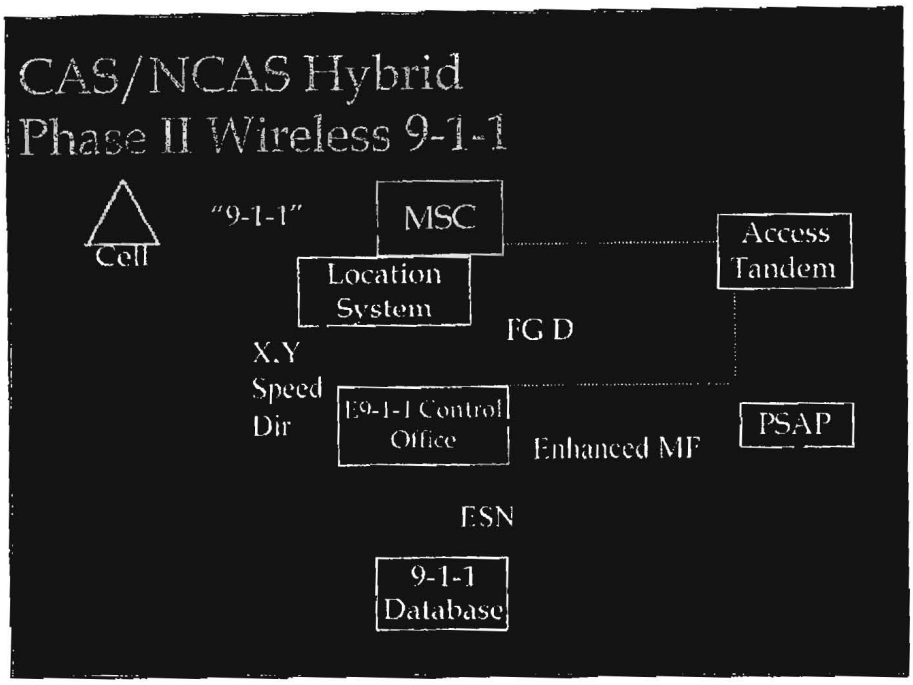


Another group that has entered the wireless 9-1-1 arena are the "Commercial Call Centers". Systems like Lincoln Rescu and GM OnStar use a specially designed cellular telephone equipped with a Global Positioning Satellite (GPS) receiver. When a button in the vehicle is pushed, the cellular phone dials an 800 number to access the service bureau. Once connected, a microcomputer in the vehicle transmits GPS location data plus vehicle identification data. At the service bureau, call takers use a GIS system to identify the caller's location and local emergency services.

Remember the pseudo numbers used by operators to access specific PSAPs based on the caller's municipality? These same numbers can be used by the Commercial Call Center to connect to the PSAP that serves the municipality where the GPS/GIS systems have located the caller.

The real beauty of this system is that the pseudo numbers are associated with the municipality, not the PSAP. PSAPs can open, close, expand or consolidate but the municipal pANIs stay the same. If the PSAP for a town changes, that change is made in the 9-1-1 network. No changes are required at the Commercial Call Center. Never again will service be delayed because a relay service or operator service was not advised of a change in PSAP assignment and dialed a directory number that went to intercept.

Another benefit is that the call arrives at the PSAP as a 9-1-1 call, which guarantees priority handling over administrative lines.



Another scenario under consideration for deliver of Phas II service is a CAS/NCAS Hybrid. The Hybrid uses a CASarchitecture for delivery of Phase I service but delivers caller location data in an NCAS manner.

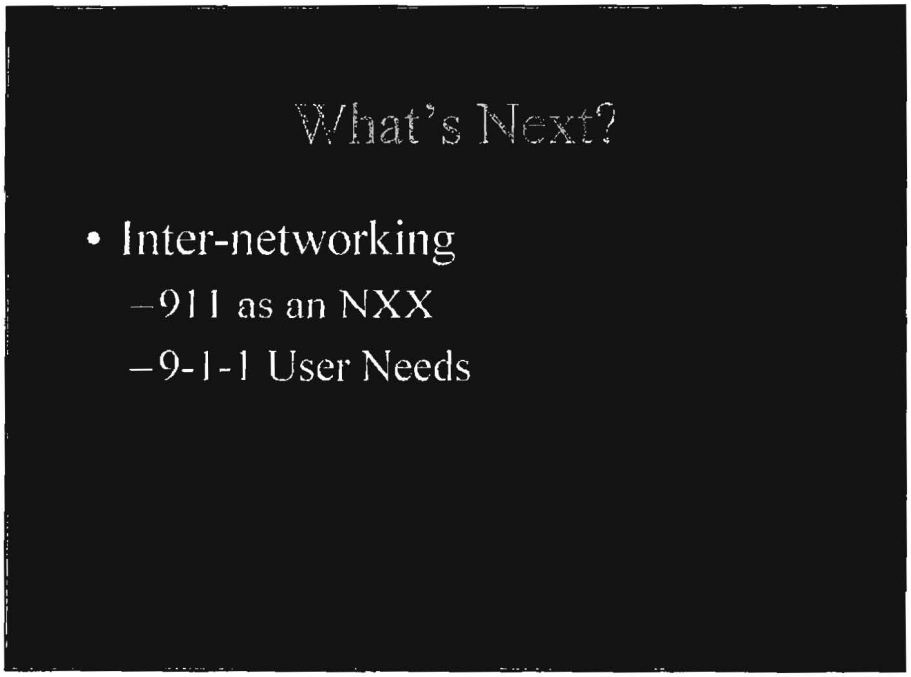
Feature Group D type or SS7 trunks will carry the voice call, pANI and callback number to the 9-1-1 tandem. The tandem will forward the two numbers to the 9-1-1 database. Simultaneously, the location determination system will transmit the caller's coordinates, speed and direction of travel to the 9-1-1 database(s). (If SS7 trunks are utilized, the location data may be passed over the SS7 trunks, through the E9-1-1 Control Office to the 9-1-1 Database system.)

The 9-1-1 database will translate X and Y to ESN, and send the ESN to the tandem to be used for selective routing. The database will then retrieve the pALI (cell sector) record, insert the callback number and location data and wait for a query from the PSAP.

The tandem will use Enhanced MF Signaling to forward the voice call, pANI and callback number to the PSAP.

The PSAP then queries the 9-1-1 database using the callback number. The database delivers the record, with the caller's location data, to the PSAP.

A computer at the PSAP will display a map showing the caller's location.



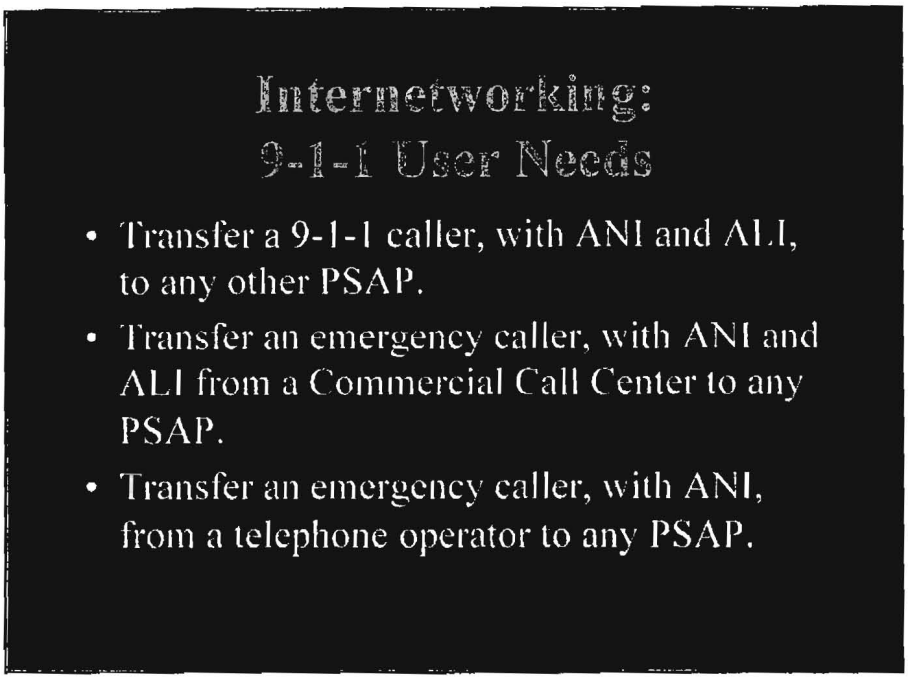
The implementation of Signaling System 7 across North America will present some new possibilities for 9-1-1. Two significant possibilities are; (1) the ability to transfer a 9-1-1 call, with ANI and ALI, to any PSAP in North America, and; (2) the ability to selectively connect to any PSAP from an operator position, emergency relay service or other authorized agency.

911 as an NXX

The NENA Network Technical Committee has petitioned the North American Numbering Plan Administrator to reserve 9-1-1 as an NXX code to be used for 9-1-1 inter-networking across North America.

Establishing 9-1-1 as an NXX in every area code yields 10,000 numbers in the form "NPA-911-0000 to 9999".

Each PSAP and each municipality would be assigned a unique number. The PSAP numbers would be used for PSAP to PSAP transfers. The municipal numbers would be used by authorized agencies (operators, relay services, poison control centers, medical insurance companies) to transfer callers to their respective PSAPs, based on the municipality in which they live. This represents the extension of today's pseudo numbers across the entire 9-1-1 community in North America.

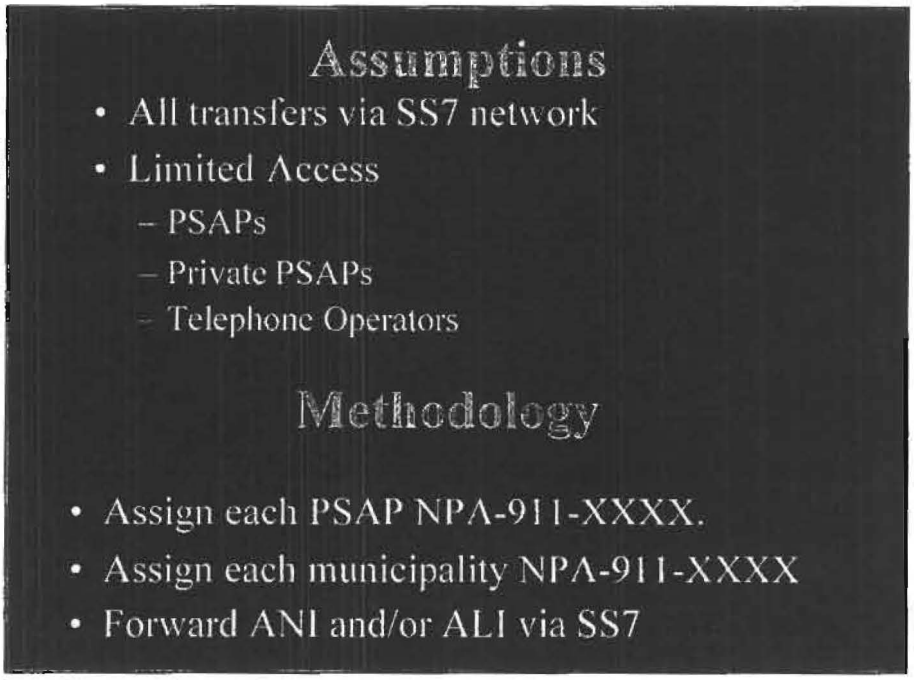


PSAPs need the ability to transfer a 9-1-1 caller, with associated ANI and ALI, from one PSAP to any other, without regard to distance or network provider.

Terrestrial and satellite based wireless networks serve areas larger than PSAP jurisdictions. Attempted suicides sometimes require assistance from distant agencies. The elderly sometimes call their children instead of 9-1-1 when they need help.

Commercial Call Centers need the ability to transfer an emergency caller, with associated ANI, ALI and additional data (if available) to any PSAP in North America. Emergency calls from subscribers are answered at a single answering point. Examples: Lincoln Rescu, GM OnStar, MCS, Cross Country.

Telephone operators need the ability to transfer emergency callers, and their associated ANI, to any PSAP. ILEC telephone operators sometimes have direct access to 9-1-1 networks. This is not true for ALECs or long distance carriers. Sometimes, in their panic, people dial "0" or "00".



This proposal envisions the SS7 network as the vehicle with which to deliver 9-1-1 transfer capabilities. It assumes the eventual universal provision of 9-1-1 service via SS7, in an IN (Intelligent Network) or AIN (Advanced Intelligent Network) environment.

All locations capable of initiating or receiving transfers must be connected to the SS7 network. Only specified locations (PSAPs, Private PSAPs and telephone operators) would be able to initiate a transfer. The general public would not have access to NPA-911-XXXX.

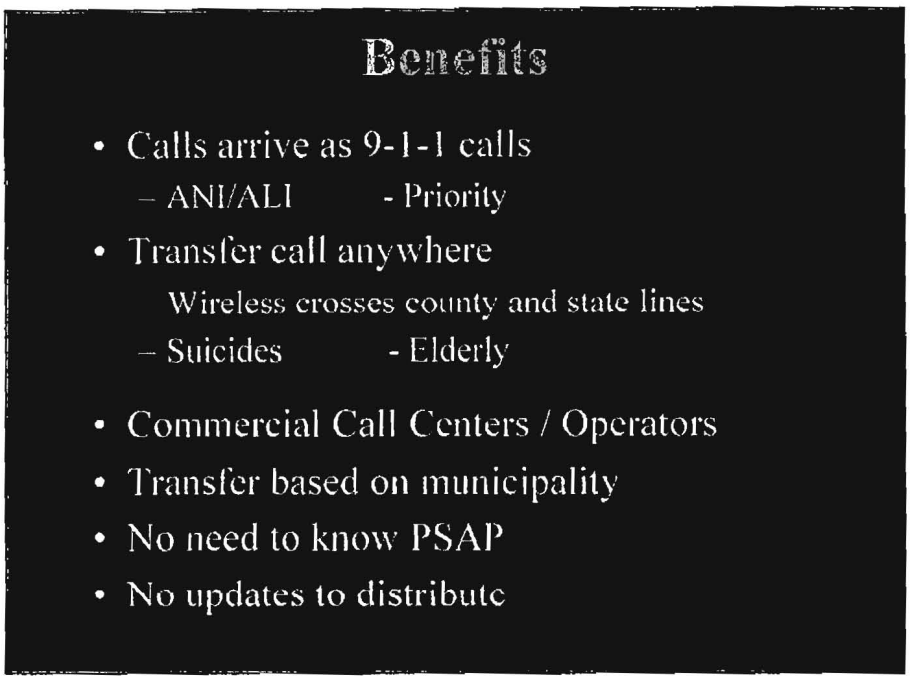
Methodology

Assign each PSAP in North America a directory number in the form NPA-911-XXXX. A directory will be maintained by NENA.

These numbers would be used by one PSAP to transfer calls to any other PSAP. The ANI and ALI associated with the emergency caller would be transferred with the call and displayed at the receiving PSAP.

Assign each municipality in North America a pseudo-ANI in the form NPA-911-XXXX. A directory will be maintained by NENA.

These numbers would be used by Private PSAPs, ILEC operators, ALEC operators and long distance operators to transfer emergency callers to a PSAP based upon the municipality from which the call originated. The call would arrive at the PSAP with the caller's ANI and an ALI message that indicates the call to be a three-way conference transfer of a caller at an unknown address in a specific municipality. Optionally, Private PSAPs will be able to forward location data.



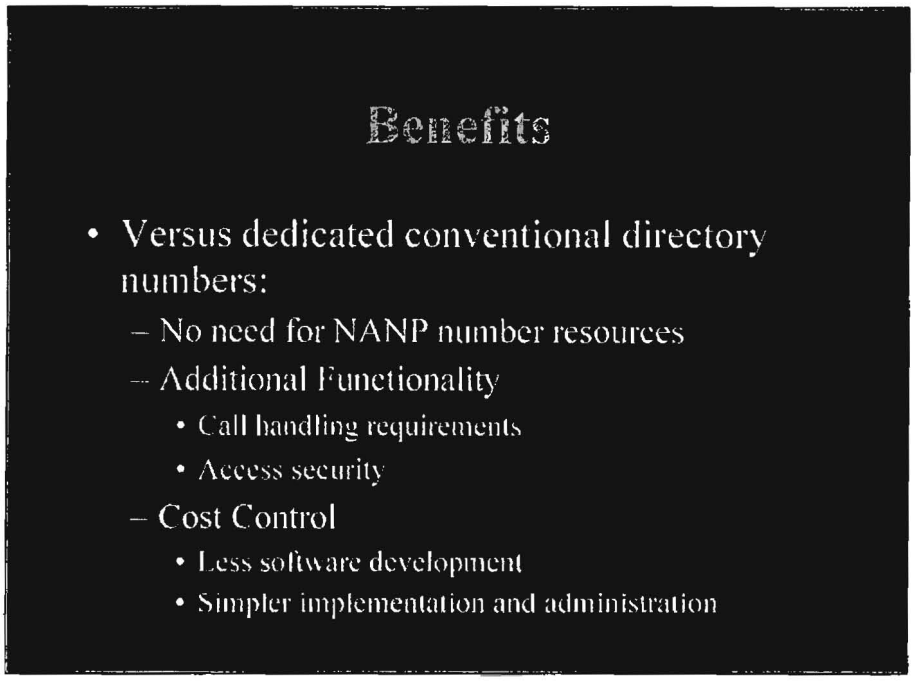
All calls transferred in this fashion arrive at a PSAP as a 9-1-1 call, providing information about the caller and receiving priority handling. Calls delivered to administrative directory numbers receive no priority and carry no data.

Wireless (Cellular, PCS) calls from cells that serve more than one PSAP jurisdiction could be easily transferred to neighboring PSAPs, even across state lines. This is of particular value for satellite based systems, whose footprints can cover several states.

Sometimes, people attempting suicide and elderly people with a medical emergency, call a friend or family member who lives in an area served by a different PSAP than their own. This system would enable a 9-1-1 call from the friend or family member to be transferred to the PSAP serving the victim.

Emergency calls received by Commercial Call Centers can be transferred to the PSAP serving a specific community. Since these numbers are associated with the municipality, as opposed to the PSAP, no updating of the numbers is required. As PSAPs close, consolidate or expand, the local 9-1-1 service provider redirects the numbers to the proper PSAP. There is decreased danger of emergency response being delayed because the Private PSAP is using an outdated directory.

Emergency calls to telephone operators - ILEC, ALEC and long distance - can be forwarded to a specific PSAP. As with Private PSAPs, the operator need only ascertain the municipality from which the call originated



Versus dedicated conventional directory numbers installed at each PSAP:

Relieves demand for additional NANP numbers. Since 911 is not in use as an NXX today, the demand for NPA-911-XXXX numbers places no demand on NANP number resources.

Additional functionality requirements:

The translations required to enable ANI/ALI to be forwarded to one conventional directory number, but not another, would be cumbersome and difficult to administer. Using 911 as an NXX immediately identifies specific call handling requirements.

Easier to keep "private".

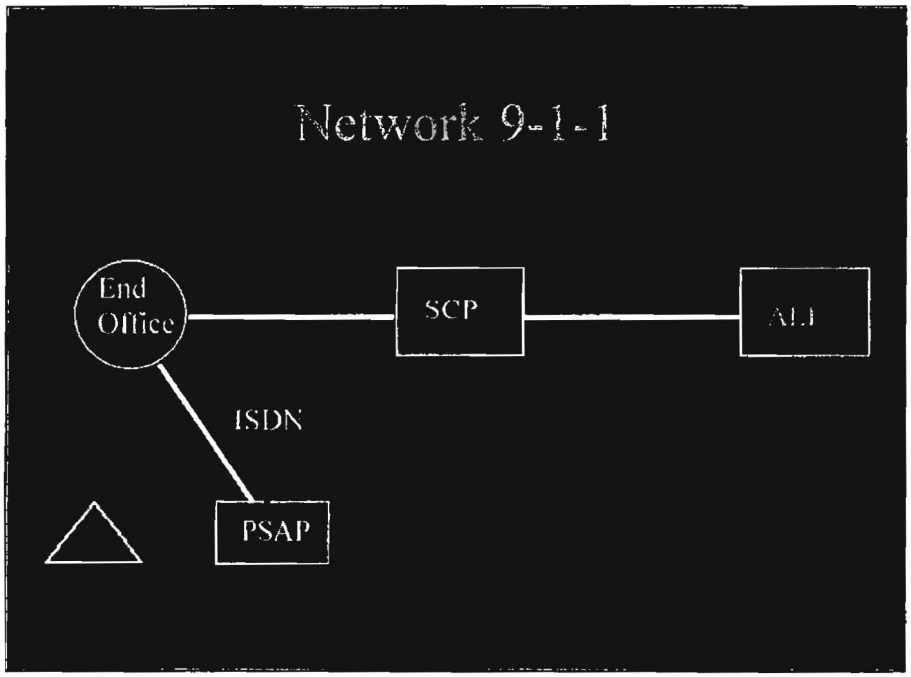
Using 911 as an NXX enables simple screening to ensure use by authorized agencies only.

Versus using some other routable, but non-dialable numbering scheme:

Some switches still cannot deal with NXX codes below "200." The only other codes available are the N11 codes. Since this is for access to 9-1-1 systems, why not use 911, which is already non-dialable as an NXX?

What's Next?

- Inter-networking
  - 911 as an NXX
- Advanced Intelligent Network (AIN)
  - 9-1-1 Without Tandems



The public telephone network is evolving toward a model known as AIN or Advanced Intelligent Network. This is the architecture that will provide 9-1-1 service in the not too distant future.

In an AIN network, the functions of local central offices are controlled by Signal Transfer Points (STP, often implemented in the local central office) and Signal Control Points (SCP). These are computers that instruct the network switches how and when to construct, operate and delete network connections. AIN takes the architecture already being deployed with SS7, and adds additional intelligence.

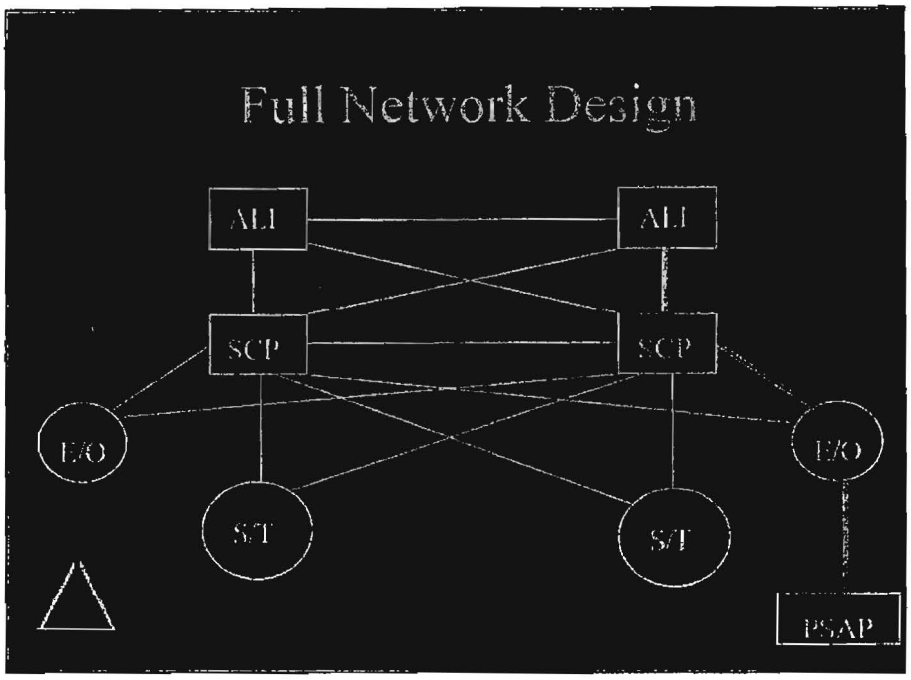
The result is that end office switches require less intelligence and therefore become less expensive, and new features can be deployed faster since they are deployed in a much smaller number of SCPs.

For 9-1-1, AIN heralds several significant changes.

1. No more 9-1-1 tandems. The switching of 9-1-1 calls is handled by the end offices serving the subscriber and the PSAP, under the control of the SCP. The SCP tells the offices how to route the calls and what features to provide.

2. No more analog trunks. All trunks between end offices are digital SS7 trunks, which connect 40% faster with, virtually, zero ANI failures. PSAP trunks are digital ISDN (which means new CPE), carrying voice, ANI and ALI (including coordinates) to the PSAP all at once.

3. No more data links to the 9-1-1 ALI database. The databases still exist, but are connected to the SCPs, for selective routing and ALI delivery.



This diagram depicts a possible Advanced Intelligent Network configuration. The red lines represent voice paths (trunks). The yellow lines represent data paths over which call handling instructions and information may be transmitted. The drawing is intended to illustrate how the principles of redundancy and diversity could be applied in the delivery of "N9-1-1" (Network 9-1-1).



Most people agree that wireless is taking over the world. As of early 1999, there are about 62 million wireless phones in America, and the number is growing steadily.

Wireless phones have evolved, in a very short time, from vehicle based units, to transportable ("bag phones"), to portable, pocket-sized handsets. Nippon Telephone sells a small "wristwatch" unit with speakerphone and voice activated dialing. Move over Dick Tracy!

The trend will be toward personal communicators that are worn, with the ability to transmit personal telemetry. Imagine receiving a 9-1-1 call from a wrist-mounted wireless phone that transmits the caller's pulse, blood pressure, body temperature, plus personal medical history and home address! The technology already exists.

The next logical step is semi-permanent implantation. Perhaps an ear implant and a transmitter in a hollowed tooth? How about sensors implanted in strategic organs, providing a complete medical picture of a 9-1-1 caller?

Who knows what the future holds? Stay tuned!

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of	)	
	)	
Recommendations of the Independent Panel	)	EB Docket No. 06-119
Reviewing the Impact of Hurricane Katrina on	)	WC Docket No. 06-63
Communications Networks	)	
	)	
	)	

ORDER

Adopted: May 31, 2007 **Released: June 8, 2007**

By the Commission: Chairman Martin and Commissioners Copps, Adelstein, Tate and McDowell issuing separate statements.

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I. INTRODUCTION

1. In this Order, we direct the Public Safety and Homeland Security Bureau (PSHSB) to implement several of the recommendations made by the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks (Katrina Panel). We further order PSHSB to report to us on its efforts three months from the date of release of this Order and nine months from the date of release of this Order. We also adopt rules requiring some communications providers to have emergency/back-up power and to conduct analyses and submit reports on the redundancy and resiliency of their 911 and E911 networks. Finally, we

extend limited regulatory relief from Section 272 of the Communications Act of 1934, as amended, accorded last year by the Wireline Competition Bureau (WCB).

II. BACKGROUND

2. Hurricane Katrina struck the Gulf Coast of the United States on Monday, August 29, 2005, causing extraordinary destruction to communications companies' facilities and communications services upon which citizens rely, in Alabama, Louisiana, and Mississippi. Hurricane Katrina knocked out more than three million customer phone lines in the region. The wireline telecommunications network sustained enormous damage – dozens of central offices and countless miles of outside plant were damaged or destroyed as a result of the hurricane or the subsequent flooding. Local wireless networks also sustained considerable damage – more than a thousand cell sites were knocked out of service by the hurricane. In the aftermath of the hurricane, more than thirty-five Public Safety Answering Points (PSAPs) were out of service, and some parishes in Louisiana remained without 911 or enhanced 911 (E911) service for weeks.[1]

3. In the aftermath of Hurricane Katrina, the Commission took a number of steps to assist the public safety community and the industry to restore communications. For example, the Commission staff reached out to industry to assess the status of their operations and coordinated with other federal agencies to address FCC licensees' needs with respect to restoration of their systems. In addition, the Commission instituted an expedited process of approving requests for Special Temporary Authority, waivers and other regulatory relief to FCC licensees.

4. In January 2006, Chairman Kevin J. Martin established the Katrina Panel pursuant to the Federal Advisory Committee Act, Public Law 92-463, as amended.[2] The mission of the Katrina Panel was to review the impact of Hurricane Katrina on communications infrastructure in the areas affected by the hurricane and to make recommendations to the Commission regarding ways to improve disaster preparedness, network reliability and communications among first responders such as police, fire fighters, and emergency medical personnel.[3]

5. The Katrina Panel submitted its report on June 12, 2006. The Katrina Panel's report described the impact of the worst natural disaster in the Nation's history, as well as the overall public and private response and recovery efforts. The Commission's goal is to take the lessons learned from that disaster and build upon them to promote more effective, efficient response and recovery efforts, as well as heightened readiness and preparedness.

6. To accomplish this goal, the Commission issued a Notice of Proposed Rulemaking (*Notice*) on June 19, 2006 inviting comment on what actions the Commission

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[1] *See generally* Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks, *Report and Recommendations to the Federal Communications Commission*, 5-31 (Katrina Panel Report); *see also* Federal-State Joint Board on Universal Service, Order, 20 FCC Rcd 16883, para. 2 (2005) (*Katrina USF Order*).

[2] 5 U.S.C. App. 2 (1988).

[3] *See* the Katrina Panel Charter *available at* http://www.fcc.gov/eb/hkip/HKIPCharter.pdf (last visited June 15, 2006); *see also* the Notice of Establishment of the Commission's Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks, 71 Fed. Reg. 933 (2006).

should take to address the Katrina Panel's recommendations.[4] Noting that several of the Katrina Panel's recommendations involved Commission actions that were not dependent on a rulemaking or measures that may not fall within the Commission's statutory authority and jurisdiction, the *Notice* asked commenters to note what actions would fall within the Commission's statutory authority and jurisdiction, and what the Commission could do to encourage the appropriate entities to take action. The *Notice* also generally sought comment on whether, in adopting any of the Katrina Panel's recommendations, any additional safeguards should be implemented to limit disclosure of sensitive infrastructure information or commercial information to prevent exposing potential targets to wrongdoers and subjecting regulated entities to competitive harm. In addition, the *Notice* asked whether the Commission, in implementing the Panel's recommendations, should rely on voluntary consensus recommendations as advocated by the Panel or whether it should rely on other measures for enhancing readiness and promoting more effective response efforts. The *Notice* also sought comment on whether and how the Commission can assist organizations whose primary business is not communications (*e.g.*, hospitals, nursing homes, day care facilities, and so forth) with developing communications plans for an emergency.

7. On July 26, 2006, the Commission issued a Public Notice asking commenters to address the applicability of the Katrina Panel's recommendations to all types of natural disasters (*e.g.*, earthquakes, tornadoes, hurricanes, forest fires) as well as other types of incidents (*e.g.*, terrorist attacks, influenza pandemic, industrial accidents). The Public Notice also asked parties to address whether the Panel's recommendations are broad enough to take into account the diverse topography of our Nation, the susceptibility of a region to a particular type of disaster, and the multitude of communications capabilities a region may possess. The Commission received over 100 comments and reply comments in response to the *Notice*.

III. DISCUSSION

A. *Preparation for Disasters*

8. Readiness Checklists. The Katrina Panel recommended that the Commission work with and encourage each industry sector, through their organizations or associations, to develop and publicize sector-specific readiness recommendations. This recommendation further stated that "such a checklist should be based upon relevant industry best practices as set forth by groups such as the Media Security and Reliability Council ("MSRC") and the Network Reliability and Interoperability Council ("NRIC"). The Katrina Panel also stated that such checklists should include: (1) developing and implementing business continuity plans; (2) conducting exercises to evaluate business continuity plans and train personnel; (3) developing and practicing a communications plan to identify "key players" and multiple means of contacting them; and (4) routinely archiving critical system backups and providing for their storage in "secure off-site" facilities.[5]

[4] *Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks*, Notice of Proposed Rulemaking, EB Docket No. 06-119, 21 FCC Rcd 7320 (2006) ("*Notice*").

[5] *Katrina Panel Report* at 31.

9. Commenters generally supported the creation of voluntary sector-based readiness checklists with input from industry.[6] Some commenters specifically encouraged development by industry trade associations with encouragement from the Commission.[7] In fact, one such readiness checklist has already been developed for the telecommunications industry by the Alliance for Telecommunication Industry Solutions ("ATIS") Network Reliability Steering Committee ("NRSC").[8]

10. Testimony before the Katrina Panel revealed that industry sectors had not adequately prepared for a disaster of Hurricane Katrina's magnitude. We find that implementation of the Panel's recommendations in this area will improve the security and reliability of the Nation's communications infrastructure. Hence, we direct the Public Safety & Homeland Security Bureau to work with the industry to develop voluntary industry-sector readiness checklists to ensure that industry is better prepared for future disasters and emergencies, including an influenza pandemic. MSRC and NRIC best practices and other materials should serve as a foundation for developing these checklists. To ensure that the checklists take into account the needs of different types of companies, we direct the Bureau to reach out to a variety of trade organizations including those representing small communications companies. The Bureau should also publicize and promote implementation of the readiness checklists once developed, for example, by placing the readiness checklists on the Bureau's website and encouraging use of these checklists at summits and conferences.

11. Awareness Program on Alternative Technologies. In the *Notice*, we sought comment on the Katrina Panel's recommendation that we act to enhance the public safety community's awareness of non-traditional emergency alternative technologies that might be of value as back-up communications systems in a crisis. In particular, the Panel mentioned satellite systems and two-way paging systems as especially resilient to disaster. Other technologies, such as WiFi and WiMAX, were cited for their ability to restore service rapidly. In addition to a lack of knowledge about these alternatives, the Panel described the need that members of the public safety community be trained in their use prior to disasters.[9] The Katrina Panel suggested that the

[6] Some commenters noted that providers should be afforded the flexibility to create practices tailored to their unique circumstances. *See, e.g.*, BellSouth Comments at 8-9; T-Mobile USA Reply Comments at 4-5; United States Telecom Association Comments at 9-12. Some commenters asserted that the Commission should require that regulated communications entities develop and maintain business continuity plans for significant disruptions. *See* AT&T Comments at 4-5; Adolph Holmes Comments at 3. However, several others opposed this and encourage industry self regulation regarding development of business continuity plans. *See, e.g.*, Sprint Nextel Comments at 7-8.

[7] *See, e.g.*, Motorola Comments at 3-4; NAB Comments at 5-6.

[8] On October 19, 2006, the NRSC adopted a Hurricane Checklist and submitted that checklist in the docket for the Katrina Panel NPRM (EB Docket 06-119). *See* http://gullfoss2.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6518531475. Commenters noted that NRSC had been developing readiness checklists for the telecommunications industry.

[9] The Katrina Panel learned that a variety of non-traditional, alternative technologies could have served as effective, back-up communications for public safety until primary systems were repaired during Hurricane Katrina. The Katrina Panel noted that satellite infrastructure was generally unaffected by the storm and could have provided a viable back-up system. Two-way paging operations also remained generally operational during the storm. These paging operations did provide communications capabilities for some police, fire emergency medical personnel and could have been more widely utilized. The Katrina Panel noted that other types of non-traditional but easily deployable technology, such as WiFi and WiMax, or self-contained communications vehicles, could also have been

(continued....)

lack of such training may have contributed to these technologies being overlooked during Katrina, and such training would have to occur prior to a crisis since the days following such an event are consumed with far more pressing issues.

12. Commenting parties favored the Katrina Panel's recommendation that the Commission work to enhance the public safety community's awareness of alternative communications technologies. Many emphasized the importance of satellite technologies,[10] with most of these commenters stressing the need for training in alternative technologies before disaster strikes.[11] Motorola also emphasizes that ". . . these important technologies will be of little help unless public safety trains on them frequently."[12] SIA and USA Mobility suggested that the Commission improve awareness through a combination of fact sheets and web site distribution of relevant information about alternative technologies.[13] Several commenters suggested that the public safety community be educated about the applicability of amateur radio *in a crisis*.[14] MAET observed that digital television datacasting is an alternative technology that should not be overlooked for emergency communications.[15]

13. The Commission agrees that improving the public safety community's knowledge of, and training in, alternative technologies would improve preparedness for future crises. We direct PSHSB to develop and implement an awareness program to educate public safety agencies about alternative technologies and to encourage agencies to provide regular training on any alternative technologies to be used. The program could include: (1) web pages describing alternative technologies and how they work; (2) hosting summits and conferences that include discussion of alternative technologies; (3) educating public safety agencies about alternative technologies at events sponsored by third parties; and (4) making staff available to provide advice to public safety agencies on issues regarding specific technologies.[16] Commenters have suggested a number of technologies be included in this program, including two-way paging, satellite, IP-based systems, WiFi and WiMAX. We agree that these technologies as well as others to be determined by PSHSB should be included.

14. Outreach Program for Emergency Medical and Other Communities. The Katrina Panel recommended that the Commission work to assist the emergency medical community to facilitate the resiliency and effectiveness of their emergency communications systems. Specifically, the Katrina Panel stated that the Commission should: (1) educate the emergency

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(...continued from previous page)
effectively utilized. The Katrina Panel noted that these technologies appear deserving of exploration as back-up communications options to primary public safety systems. *Katrina Panel Report* at 24.

[10] Globalstar Reply Comments at 2-5; Inmarsat Comments at 2-4; Iridium Comments at 2-5; MSV Comments at 4; and SIA Comments at 3-8.

[11] Globalstar Reply Comments at 6; Inmarsat Comments at 6; Iridium Comments at 5-7; and MSV Comments at 8-9.

[12] Motorola Comments at 4.

[13] SIA Comments at 9-10; USA Mobility Comments at 10-12.

[14] Society for Preservation of Amateur Radio Comments at 4; Whitman Comments at 3.

[15] Mississippi Authority for Educational Television (MAET) Comments at 4-5.

[16] As suggested by one commenter, PSHSB should also encourage public safety entities to consider whether pooling communications funds could help better prepare for future emergencies. *See* Globalstar Comment at 7.

medical community about emergency communications and help to coordinate this sector's emergency communications efforts; (2) work with Congress and other appropriate federal departments and agencies to ensure emergency medical personnel are treated as public safety personnel under the Stafford Act; and (3) support the U.S. Department of Homeland Security's (DHS) efforts to make emergency medical providers eligible for funding for emergency communications equipment under the State Homeland Security Grant Program.[17] In the *Notice*, we also sought comment on whether and how the Commission can assist organizations whose primary business is not communications (*e.g.* hospitals, nursing homes, day care facilities) with developing communications plans for an emergency.[18] Commenters generally support these recommendations.

15. The PSHSB provides guidance and assistance to state and local governments, health care providers and law enforcement agencies on the use of Land Mobile Radio (LMR) equipment and systems, licensing requirements, and spectrum and frequency use for public safety emergency communications. The PSHSB continues to provide assistance to various stakeholder groups in their efforts to ensure that they have operable, reliable, resilient and redundant emergency communications systems in place. In 2006, several state and regional hospital associations ran on-line articles describing the Commission's expanded outreach to the health care sector regarding emergency communications, noting that the PSHSB is committed to working closely with the nation's health care providers to further strengthen emergency response capabilities and preparedness.[19] As discussed further *infra* at paragraphs 45–48 the Commission has also conducted outreach to encourage the emergency medical community and others to enroll in priority communications service programs.

16. We direct PSHSB to continue these efforts, including its coordination with the Department of Health and Human Services (HHS) in the area of health care emergency preparedness as it relates to communications. PSHSB should continue to educate and encourage the ability of health care providers to employ a plurality of communications systems (*e.g.*, land mobile relay systems, satellite communications, and/or high frequency communications) on premises, outside of their facility, and facility-to-facility. PSHSB should also work with DHS and other federal agencies to ensure emergency medical personnel are treated as public safety personnel under the Stafford Act. This recommendation is critical because the medical sector will be supporting first responders and potential disaster victims.

17. We further direct PSHSB to work with the Nation's health care, education and business communities to include, in their business continuity planning, robust emergency communication plans that ensure that these entities will be able to function during emergencies such as an influenza pandemic.[20] Such emergencies could result in sudden and significant

[17] The Katrina Panel also recommended that the Commission educate the emergency medical community about the various priority communications services (*i.e.*, GETS, WPS and TSP) and urge them to subscribe. This recommendation is addressed *infra* at ¶¶45-48.

[18] *Notice* at para. 10.

[19] http://mhanewsnow.typepad.com/prepared/.

[20] A pandemic influenza occurs when a novel strain of the virus appears that causes readily transmissible human illness for which most of the population lacks immunity. History shows that influenza pandemics typically occur with very little warning and hit wide geographic areas in multiple waves, lasting two to three months at a time. *See* (continued....)

shortages of personnel, changes in communications traffic, possible disruptions to communications networks (*i.e.*, due to increased telecommuting by the nation's workforce and society in general during an influenza pandemic), and lack of manpower to immediately repair affected communications networks. PSHSB has already begun efforts to establish a new federal advisory committee that will replace NRIC and MSRC and will address, *inter alia*, communications issues related to an influenza pandemic. PSHSB has also started to assemble information regarding pandemic influenza to place on its website. We direct PSHSB to continue with these efforts. In particular, PSHSB should update its website as soon as possible to include information that addresses pandemic influenza and how to prepare communications systems for such an emergency. The website should include links to other relevant government websites, such as http://www.pandemicflu.gov.

18. Monitoring of Situational Awareness During Disasters. The Katrina Panel observed that there was often a lack of clarity about which federal agency was responsible for collecting outage information and that competing requests for such information at the federal, state and local levels was distracting to restoration efforts and added to confusion about agency roles.[21] In the *Notice*, we sought comment on the Katrina Panel's recommendation that the Commission coordinate all federal outage and infrastructure reporting requirements in times of crisis, functioning as a single repository and contact with consistent data collection procedures. We asked parties to comment on the appropriate content of such emergency outage reports, their format, frequency, distribution and related issues. We also asked parties to comment on whether additional safeguards should be put into effect to address the potential disclosure of commercially sensitive information to avoid potential harm to communications providers or others. [22]

19. The vast majority of commenting parties agreed with the Katrina Panel's recommendation that the Commission serve as a single repository for outage information and implement appropriate safeguards to protect sensitive information that would be provided in such instances.[23] DHS agrees that a central repository for network outage information during a disaster is necessary and suggests that a rulemaking is necessary to facilitate outage reporting to such a repository to improve NS/EP programs.[24] The National Telecommunications and Information Administration (NTIA) supports the Panel's recommendation to the extent that it does not include Federal communications system outages and suggests that the outage database be maintained by the Commission representative to the Joint Field Office (JFO).[25] Several

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CDC Influenza Pandemic OPLAN (20 December 2006) at 11 which can be found at http://www.cdc.gov/flu/pandemic/pdf/cdc_oplan_122006.pdf.

[21] *Katrina Panel Report* at 21.

[22] *See Notice* at 4.

[23] *See* ATIS Comments at 5; Bechtel Comments at 10; BellSouth Comments at 13-14; Cox Comments at 17-18; Named State Broadcasters Association Reply Comments at 3; NAB Comments at 4; NCTA *et al* Comments at 21; PRT Comments at 8; Qwest Comments at 6-7; SIA Comments at 10-11; Sprint Nextel Comments at 10-12; T-Mobile Reply Comments at 6-8; Union Telephone Reply Comments at 8-9; US Telecom Association Comments at 17-18; Verizon Comments at 17.

[24] DHS Comments at 5-6.

[25] NTIA Ex Parte at 2.

commenting parties urged the Commission to ensure that the data collection effort is coordinated with the National Communications System (NCS) and the National Coordinating Center for Telecommunications[26] (NCC) and conducted in a way that does not alter the NCC's role as the "primary entity in the federal government for coordinating communications network recovery and information sharing among affected industry members."[27] Commenting parties urged the Commission to implement the steps necessary to protect network outage information from unauthorized disclosure.[28] Commenters also encouraged the Commission to work proactively with state and local entities on a process to share outage information that preserves appropriate confidentiality safeguards, thereby minimizing duplicative requests for such information from different sources.[29] Others encouraged the Commission to work with industry prior to the onset of a disaster to select data fields that are necessary to support emergency management and systems that facilitate data collection,[30] and asserted that the decisions about what data to collect should be balanced against the burden that it would impose on communications providers that are actively engaged in restoration efforts.[31] SIA suggested that reporting entities maintain a method of submitting outage data to the Commission during a disaster even if their primary reporting facility is impaired and urges the Commission to encourage the use of satellite technology for this purpose.[32] NENA suggests that the Commission conduct detailed analyses of the 911 outage data that it routinely collects pursuant to Part 4 and ". . . work with appropriate entities to mitigate these conditions where appropriate."[33]

20. We agree with the Katrina Panel that the Commission should serve as the central point of contact for communications outage information during major events and should provide access to this information to other agencies. The Commission has extensive experience in this area both through its collection of outage information pursuant to Part 4 of the Commission's rules (outage reporting requirements) and from its efforts to collect situational awareness information from licensees in the aftermath of the 2005 hurricanes. Moreover, we note that, prior to the Katrina Panel's Report, PSHSB staff had already begun working with the communications industry and the NCS on ways to streamline the process used to collect situational awareness information from FCC licensees during emergencies. Indeed, PSHSB is now in the late stages of developing a system and process for collection of this information. Under the process contemplated by the PSHSB staff, communications companies serving areas affected by disasters could voluntarily submit information regarding, *inter alia*, the status of their operations, the status of their restoration efforts, their power status (i.e., are they operating based

[26] ATIS Comments at 5; Qwest Comments at 6-7; Union Telephone Reply Comments at 8-9; DHS Comments at 5-6.

[27] AT&T Comments at 5. We note that NCC is not part of the Federal government.

[28] AT&T Comments at 5-6; BellSouth Comments at 14; Cox Comments at 18; Iridium Comments at 8-9; Motorola Comments at 5; SIA Comments at 10-11; Sprint Nextel at 10-12.

[29] AT&T Comments at 6-9; T-Mobile Reply Comments at 6-8; US Telecom Association Comments at 17-18.

[30] AT&T Comments at 6-7; Cox Comments at 17; Motorola Comments at 5; Qwest Comments at 6-7; Sprint Nextel at 10-12; T-Mobile at 6-8; DHS Comments at 5-6.

[31] Cox Comments at 17-18; CTIA Comments at 15; NCTA *et al* Comments at 21; PRT Comments at 8; SIA Comments at 10-11; Union Telephone Reply Comments at 8-9.

[32] SIA Comments at 10-11.

[33] NENA Comments at 17.

on commercial power, a generator or battery power) and their use of fuel. The information submitted would be accorded confidential treatment, and would be shared with NCS on a confidential basis. This information would allow the Commission and other governmental agencies to not only track the status of communications companies' operations in the aftermath of a disaster, but also their restoration status. The information could also be used to determine communications companies' needs (*e.g.*, generator, fuel).[34]

21. We direct PSHSB to continue working with NCS and the communications industry, including the broadcast and cable industries, to resolve any outstanding issues in order to facilitate the activation of the system as soon as possible. The Bureau should also work to obtain any necessary regulatory approvals for collection of this information as soon as possible.[35] Finally, we direct the Bureau to work with the communications industry, NCS and state government agencies to address whether information submitted by the industry should be shared with state governments.[36]

22. We decline to initiate a rulemaking at this time to make the outage reporting process mandatory. The voluntary process that was put in place during Katrina provided the necessary information on a timely basis. Furthermore, a mandatory process would be less flexible and would not adapt well to the unique needs of a particular crisis. For these reasons we find that a voluntary situational awareness process is more effective during disasters. Finally, we note that PSHSB currently conducts the analyses of 911 outage data recommended by NENA, including coordination with appropriate entities and industry bodies to effectuate improvements in 911 reliability where appropriate.

23. Automatic Special Temporary Authority and Waiver Relief. The *Notice* sought comment on the Katrina Panel's recommendation that the Commission establish a prioritized system by which affected parties could automatically be granted waivers of certain regulatory requirements, or be granted automatic Special Temporary Authority (STA) in a particular geographic area if the President declares that area to be a "disaster area."[37] The Katrina Panel stated that, as a condition of such waivers or STAs, the Commission could require verbal or written notification to Commission staff contemporaneously with activation or promptly after the fact. The Katrina Panel also recommended that the Commission examine expanding the on-line filing opportunities for STA requests. In this recommendation, the Katrina Panel also included a list of "possible rule waivers and STAs to study for this treatment."[38] For the reasons indicated below, we have concluded not to automate the waiver and STA process.

24. Although most commenters supported this recommendation, few commented on how such an automatic waiver/STA process would work or be structured. Further no commenter

[34] This process is separate from the mandatory reporting requirements that apply to certain communications carriers under Part 4 of the Commission's rules, 47 C.F.R. Part 4.

[35] *See, e.g.*, Paperwork Reduction Act, 44 U.S.C. § 3501, *et seq.*

[36] We take no action on SIA's recommendation that the Commission urge terrestrial carriers to apply satellite technology as a back-up to their primary reporting facilities, noting that terrestrial carriers are likely to be aware of a number of alternative reporting mechanisms that could be so applied and will use the ones that best suit their needs.

[37] *See Notice*, 21 FCC Rcd at 7320, ¶9; *Katrina Panel Report* at 32.

[38] *See Katrina Panel Report* at 32-33.

asserted that the manner in which the Commission expedited the grant of waivers and STAs during the 2005 hurricanes was not effective.[39] We believe that, on balance, public safety would be better served by an expedited review, rather than a fully automated system. Although we wish to relieve all licensees of unnecessary regulatory burdens during an emergency, we are concerned that a general policy of allowing the automatic grant of STAs and waivers of operational requirements could have serious consequences.

25. For example, without minimal Commission review, an automatic STA could allow operations of a new facility using spectrum already in use by an essential communications provider and thereby inadvertently cause essential communications to fail. We believe that it would be far easier, and more consistent with public safety to grant expedited review of an STA application than to try to undo an automatic STA once operations have begun. Further, the declaration of a "presidential disaster area" does not appear to be a sufficient basis, by itself, to grant an STA or waiver, whether automatically or otherwise.[40] For example, there could be instances where the communications infrastructure in a Presidentially declared disaster area remains intact. In such a case, an STA or waiver may be unwarranted. On the other hand, there may be situations where there is damage to a telecommunications carrier's infrastructure in an area that is never declared a disaster area. Thus, an automatic STA or waiver process based on a Presidentially declared disaster area could be overinclusive in some cases and underinclusive in others. For the same reason we disagree that the triggering by a licensee of its emergency plan generally should act as a trigger for automatic STAs or waivers. There may also be legal impediments to automatic STAs for Title III authorizations under Sections 308(a) and 309(f) of the Communications Act. Finally, we agree with NTIA that, in an emergency, the close coordination that is required between the Commission and NTIA regarding the use of shared Federal/non-Federal bands and shared spectrum management responsibilities precludes a fully automated waiver/STA process.[41] Accordingly, we conclude that some level of Commission review is necessary during an emergency to ensure that STAs or waivers are properly granted.

26. We believe, at this time, the best approach would be to use an expedited process for acting on requests for STAs, waivers and other regulatory relief based on the particular circumstances of the disaster at hand. An expedited process would allow the Commission to ensure that there is a link between the relief being requested and the emergency at issue. During Hurricane Katrina, the Commission publicized its procedures for seeking regulatory relief, granted some relief on its own motion and otherwise processed requests for relief on an expedited basis. Many of these requests were processed within four hours and all were processed within 24 hours.[42] Additionally, Commission rules permit the suspension or waiver of

[39] Rather, commenters such as the Association of Public Television Stations (APTS) noted that "[t]he Commission was particularly responsive to these kinds of waiver requests in the aftermath of Katrina . . ." APTS Comments at 12.

[40] We note that in certain specific instances, it may be appropriate to allow automatic relief of certain regulations based on a Presidentially declared disaster or the activation of a licensee's emergency plan. In fact, there may be circumstances where licensees have received certain types of regulatory relief based on these triggers. Our concerns here relate to establishing a general policy of automatic relief that would apply across the board. We will continue to consider specific requests for regulatory relief based on the underlying facts supporting these requests.

[41] NTIA Ex Parte at 2.

[42] The Commission granted more than 90 STA requests and more than 100 temporary frequency authorizations for emergency workers, organizations and companies to provide wireless and broadcast service in the affected areas and shelters around the country. *See* Written Statement of Kevin J. Martin, Chairman, Federal Communications

(continued....)

rule requirements on its own motion, STA requests by telephone during emergencies and the grant of station licenses, modification, renewal or STAs without the filing of formal applications in certain emergency situations.[43] Other rules provide additional flexibility for licensees to adjust operations during emergency situations.[44] Therefore, the Commission has procedures in place to ensure that waivers and STAs are promptly reviewed and granted during an emergency. Accordingly, we direct PSHSB to work with other Bureaus and Offices, as necessary, to publicize emergency-related rules and procedures prior to disaster. This could be done by, among other things, providing relevant information on PSHSB's website as well as through outreach programs directed at public safety agencies and the industry.[45]

27. Other Pre-Positioning Recommendations From Commenters. Several commenters submitted additional suggestions for improving network resiliency and redundancy.

28. *Permanent Relief from InterLATA Restrictions.* BellSouth[46] recommends that the Commission grant the Bell Operating Companies (BOCs) permanent relief from interLATA boundary restrictions. It argues that such action would enhance network resiliency and redundancy. The BOCs have already raised the issue of relief from Section 272 and its implementing rules in a number of pending forbearance petitions and waiver requests. Accordingly, we will consider this issue in those proceedings as appropriate.

29. *One Year Section 272 Relief.* Last year, WCB granted a one-year Special Temporary Authority from enforcement of Section 272 and its implementing rules to BOCs in order to allow them to share non-public, BOC network information with their Section 272 and other affiliates to engage in disaster planning.[47] In addition, WCB granted Verizon a one-year

(...continued from previous page)
Commission at Hearing on Public Safety Communications from 9/11 to Katrina: Critical Public Policy Lessons, Before the Subcommittee on Telecommunications and the Internet, Committee on Energy and Commerce, U.S. House of Representatives (September 29, 2005).

[43] *See, e.g.*, 47 C.F.R. §§ 1.3, 1.915(b), 1.925, 1.931(b)(5).

[44] *See, e.g.*, 47 C.F.R. § 90.407 (providing a self-actuating mechanism whereby private land mobile and public safety licensees may utilize their radio stations for emergency communications in a manner other than that specified in the station authorization or in the rules and regulations governing the operation of such stations, during a period of emergency in which the normal communication facilities are disrupted as a result of hurricane, flood, earthquake or similar disaster).

[45] Verizon noted that the Commission granted Verizon Wireless authority to lease spectrum temporarily to vendors operating on CMRS equipment to assist the Department of Defense in the Hurricane Katrina recovery effort. Verizon suggested that the Commission adopt an expedited procedure for temporary spectrum leases. Verizon Comments at 16. However, no such action is necessary because the Commission already has an expedited process for granting short-term leases which allows the grant of leases overnight. *See* 47 C.F.R. § 1.9035(e) (immediate approval procedures for short-term de facto leasing arrangements). Verizon has not shown that this process is insufficient.

[46] We note that, subsequent to filing its comments in this proceeding, BellSouth merged with AT&T. For purposes of this Order, we will refer to BellSouth's comments separately from those filed by AT&T.

[47] *See Petition of AT&T Inc. for Special Temporary Authority and Waiver To Support Disaster Planning and Response*, Order, WC Docket No. 06-63, 21 FCC Rcd 4306 (Wireline Comp. Bur. 2006); *Petition of BellSouth Corporation for Special Temporary Authority and Waiver To Support Disaster Planning and Response, Petition of Verizon for Special Temporary Authority and Waiver To Support Disaster Planning and Response, Petition of Qwest Communications International Inc. for Special Temporary Authority and Waiver To Support Disaster Planning and Response*, Order, WC Docket No. 06-63, 21 FCC Rcd 6518 (Wireline Comp. Bur. 2006).

waiver of Part 64 requirements to allow Verizon to engage in disaster planning with its former GTE company affiliates. The relief for disaster planning ends April 20, 2007 for AT&T[48] and June 9, 2007 for BellSouth, Qwest and Verizon. Verizon and BellSouth argue that the Commission should reconsider the one-year limitation of this relief or change its rules so that an STA or waiver is not necessary. Verizon, for example, states that it will need to conduct disaster planning well beyond June 2007 to prepare for, among other things, next summer's hurricane season.[49]

30. In light of the upcoming hurricane season and the separate tornadoes that recently struck parts of Kansas and Alabama, we grant an extension of the regulatory relief granted by WCB last year to AT&T, Qwest and Verizon for a period of one-year from the date the originally-granted relief is due to expire.[50] Specifically, we grant AT&T, Verizon and Qwest a one-year STA and waiver of Section 272 of the Act and the Commission's accounting and non-accounting structural separation safeguards. We also extend for an additional year, a waiver previously issued to Verizon to engage in integrated disaster recovery planning with its former GTE affiliates. Under the STA and waiver, AT&T, Qwest and Verizon will continue to be permitted to share non-public BOC network information with its Section 272 affiliates (as well as other affiliates that adhere to the Section 272-like safeguards), as necessary to engage in integrated disaster planning.[51]

31. We find that an extension of the regulatory relief previously accorded these carriers serves the public interest. The unique circumstances of a hurricane, tornado or other disaster warrant a deviation from Section 272 and the accompanying rules, and such deviation

[48] The Public Safety & Homeland Security Bureau extended the STA to April 27, 2007. *See* Letter from Derek Poarch, Chief, Public Safety & Homeland Security Bureau, FCC, to Frank Simone, Executive Director, Federal Regulatory, AT&T Services, Inc., WC Docket No. 06-63 (issued April 23, 2007).

[49] Verizon Comments at 16.

[50] We note that a broader request for extension of this regulatory relief remains pending. *See* Letter from Terri L. Hoskins, Senior Counsel, AT&T Services, Inc. to Marlene H. Dortch, Secretary, FCC, WC Docket No. 06-63 (filed March 9, 2007) (seeking a two-year extension of the Special Temporary Relief and waiver that the Commission granted AT&T for disaster recovery purposes). In its request, AT&T states that as a result of its merger with BellSouth, BellSouth is an affiliate of AT&T and is included in its request for an extension of the STA and waive relief. *Id*, at 2.

[51] While the Section 272 requirements have sunset for AT&T, Verizon and Qwest, AT&T and Verizon may continue to provide in-region, interstate, interLATA telecommunications services through Section 272 separate affiliates, and these affiliates should be treated as nondominant in the provision of such services. *See Regulatory Treatment of LEC Provision of Interexchange Services Originating in the LEC's Local Exchange Area and Policy and Rules Concerning the Interstate, Interexchange Marketplace*, CC Docket No. 96-149 and 96-61, Second Report and Order in CC Docket No. 96-149 and Third Report and Order in CC Docket No. 96-61, 12 FCC Rcd 15756, 15834-35, paras. 133-34 (1997), recon. denied, Second Order on Reconsideration and Memorandum Opinion and Order, 14 FCC Rcd 10771 (1999). In addition, we understand that Qwest has begun implementing the relief granted by the Commission to provide in-region, interstate, interLATA telecommunications services on an integrated basis subject to nondominant carrier regulation. Qwest may be able to benefit from the relief granted here to engage in disaster recovery planning and implementation during its transition from section 272 separation to integrated provisioning and therefore, we continue to include Qwest in granting this relief. *See Petition of Qwest Communications, Inc. for Forbearance form Enforcement of the Commission's Dominant Carrier Rules as They Apply After Section 272 Sunsets*, Memorandum Opinion and Order, WC Docket No. 05-333, 22 FCC Rcd 5207 (2007); *see also* Letter from Boucher, Corporate Counsel, Qwest, to Marlene H. Dortch, Secretary, FCC, CC Docket No. 00-175 and WC Docket No. 05-333 (filed May 22, 2007).

will better serve the public interest in a time of emergency. This relief will allow AT&T, Verizon and Qwest to continue to develop risk mitigation strategies and contingency plans that will reduce the likelihood and duration of any service outage and will permit these carriers' networks to continue to operate in the event a "choke point" is compromised.

B. Recovery Coordination

32. Credentialing Guidelines. In the *Notice*, we sought comment on the Katrina Panel's recommendation that the Commission work with other appropriate federal departments and agencies and the communications industry to promptly develop national credentialing requirements and process guidelines to enable communications infrastructure providers and their contracted workers access to affected areas after a disaster. The President's National Security Telecommunications Advisory Committee's (NSTAC's)[52] made similar recommendations to the President last year.[53] The Panel advocated, however, expanding the NSTAC's credentialing recommendations to include repair workers of all communications infrastructure (*e.g.*, wireline, wireless, Wireless Internet Service Providers (WISPs), cable, broadcasting, and satellite). Further, the Katrina Panel recommended that the Commission work with the communications industry to develop an appropriate basic NIMS training course for communications repair workers that can be completed online as a requirement for credentialing. Additionally, the Katrina Panel recommended that the Commission should: (1) encourage states to develop and implement a credentialing program consistent with NSTAC guidelines as promptly as possible and encourage appropriate communications industry members to secure any necessary credentialing; (2) encourage states to recognize and accept credentials issued by other states; and (3) encourage, but not require, each regional, state and local EOC or JFO to develop credentialing requirements and procedures, consistent with any national credentialing guidelines, for purposes of allowing communications infrastructure providers, their contracted workers and private security teams, if any, access to the affected areas post-disaster.[54]

33. Most commenters generally supported credentialing communications personnel to access affected areas post-disaster. Many stressed that credentialing recommendations should apply to all communications providers, including their contracted workers. In fact, DHS noted that it is making significant efforts to advance the implementation of a national standard for the credentialing of telecommunications repair workers.[55] Commenters were split regarding whether NIMS training should be required as a requirement for credentialing.

34. The Commission's experience with Hurricane Katrina and the record in this proceeding reveal that access to affected areas post-disaster was one of the most critical issues

[52] Bechtel suggests that the Commission spearhead the transfer of network resilience and reliability work currently performed by voluntary bodies like NSTAC or NCC to a formal and professional cross-disciplinary entity with hands-on experience supported by government professionals. Bechtel Comments at 8-9. The Commission does not have authority to transfer work currently performed by NSTAC, a Presidential committee established by Executive Order, or NCC which is organized by NCS. The Commission should continue to work with these entities to support their efforts.

[53] The President's National Security Telecommunications Advisory Committee Trusted Access Task Force, *Screening, Credentialing, and Perimeter Access Controls*, p. 9 (January 19, 2005).

[54] *See Katrina Panel Report* at 34.

[55] *See* DHS Comments at 7-8.

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for the communications industry. As the National Response Plan[56] makes clear, DHS has primary responsibility to coordinate federal incident management activities, including disaster site access and credentialing, for all emergency personnel. As such DHS, rather than the FCC, has jurisdiction and authority to adopt credentialing guidelines that apply to the communications industry.

35. DHS and the states have taken a number of steps to develop credentialing guidelines that would allow communications providers access to disaster areas. For example, DHS/NCS worked with the State of Georgia and BellSouth to develop a pilot access program focused on priority access for critical response personnel, including telecommunications, which resulted in the publication of a Georgia Standard Operating Procedure (SOP) for emergency access.[57] This SOP has been distributed as suggested protocol to all 50 states and the territories.[58] DHS/Federal Emergency Management Agency (FEMA) is also working on an access pilot program to give telecommunication repair crews better access to disaster areas and is aggregating documentation for emergency personnel nationwide into a National Emergency Responder Credentialing Program that DHS/FEMA expects to make operational this year.

36. PSHSB staff is already working with DHS to help ensure that any credentialing program would encompass critical communications infrastructure repair crews and their contracting support staff and to support coordination with regional, state and local officials regarding the development of consistent credentialing programs for communications providers. We believe the issue of whether to require NIMS training as a requirement for credentialing is best addressed by DHS/NCS and regional, state and local authorities as they develop their credentialing programs. We agree with DHS's assertion that the Commission's credentialing efforts should complement, not supersede or duplicate, those of DHS/NCS.[59] We direct PSHSB to continue to work with DHS and the states on these efforts.

37. Emergency Responder Status for Communications Infrastructure Providers. In the *Notice*, we sought comment on the Katrina Panel's recommendations that the Commission work with Congress and appropriate federal departments and agencies to afford all communications infrastructure providers, including wireline, wireless, WISPs, satellite, cable and broadcast infrastructure providers and their contracted workers emergency responder status under the Stafford Act and to incorporate this designation into the National Response Plan ("NRP") and state and local emergency response plans.[60] Most commenters supported this recommendation and stressed that the emergency responder status should be afforded to all communications service providers.

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[56] *See* NRP, paragraph 15.

[57] *See* DHS Comments at 7.

[58] *Id.*

[59] *See* DHS Comments at 8.

[60] The Panel "support[ed] the NSTAC's recommendation that telecommunications infrastructure providers and their contracted workers be afforded emergency responder status under the Stafford Act and that this designation be incorporated into the NRP, as well as state and local emergency response plans." *See Katrina Report* at 35. However, the Katrina Panel recommended that this be broadened to include all communications infrastructure providers.

38. Section 607 of the recently enacted Warning, Alert and Response Network Act (WARN Act) amended the Stafford Act to add the term "essential service provider" which includes entities that provide telecommunications service.[61] This section of the WARN Act also states that, unless exceptional circumstances apply, in an emergency or major disaster, the head of a Federal agency, to the greatest extent practicable, shall not deny or impede access to the disaster site to an essential service provider whose access is necessary to restore and repair an essential service and shall not impede the restoration or repair of telecommunications services.[62] We direct PSHSB to work with DHS, and all other relevant federal, state, tribal and local government agencies, to facilitate: (1) access to disaster areas for communications provider personnel so that recovery efforts can be expedited; and (2) the incorporation into the NRP and state, tribal and local emergency response plans of the designation of telecommunications service providers as "essential service providers." PSHSB should also encourage DHS to seek Congressional action, if necessary, to ensure that the term "essential service provider" includes all communications service providers.

39. Utilization of State/Regional Coordination Bodies. The Katrina Panel recommended that the Commission work with state and local governments and the communications industry (including wireline, wireless, WISP, satellite, cable and broadcasting) to better utilize the coordinating capabilities at regional, state and local Emergency Operations Centers (EOCs), as well as the Joint Field Office (JFO). In particular, the Panel recommended that the Commission encourage, but not require, each regional, state and local EOC and JFO to: (1) facilitate coordination between communications infrastructure providers and state and local emergency preparedness officials (such as the state EOC) in the state or region at the EOC or JFO; (2) develop and facilitate inclusion in state emergency preparedness plans, where appropriate, one or more clearly identified post-disaster coordination areas for communications infrastructure providers, their contracted workers, and private security teams to gather post-disaster where credentialing, security, escorts and further coordination can be achieved; and (3) share information and coordinate resources to facilitate repair of key communications infrastructure post-disaster.

40. Commenters generally support the recommendation that the Commission work with state and local governments and the communications industry to better facilitate coordination between emergency responders and the communications infrastructure providers. In its comments CTIA recommended that the Commission work with Federal, state and local governments to create a process to establish embarkation points for communications recovery efforts in the wake of a disaster.[63] DHS agrees that it would be advantageous to engage the EOCs and JFOs in support of greater communications crisis preparedness and more effective response planning.[64] DHS asserts, however, that it would be more appropriate, and consistent with mission responsibilities and existing relationships between the entities, for such activities to be coordinated jointly by NCS and DHS/FEMA in the first instance rather than by the FCC. Cingular asserts that the Commission should urge states to refrain from imposing emergency

[61] Title VI of the Security and Accountability for Every Port Act of 2006, Pub. L. 109-347, § 607 (October 13, 2006) (Warning Alert and Response Network Act, or the "WARN Act").

[62] *Id.*

[63] CTIA Comments at 18.

[64] DHS Comments at 8.

preparedness requirements on the industry.[65] Cingular states that the adoption of state specific requirements, while well intended, hinder recovery efforts by eliminating flexibility and creating a patchwork of inconsistent requirements that carriers must follow.[66]

41. These recommendations generally fall under the jurisdiction of the NCS which, as the coordinator and primary agency for ESF #2 (Communications) of the NRP, performs these functions. The Commission supports these efforts in its role as an ESF #2 support agency. ESF #2 coordinates Federal actions for the restoration of the telecommunications infrastructure and ensures the provision of Federal communications support to Federal, state, tribal, local and private sector response during an Incident of National Significance. NCS assists in the coordination of planning and provision of emergency preparedness communications for the Federal government under all circumstances, including crisis or emergency, attack, recovery and reconstitution. The Commission and other government agencies such as FEMA have also taken a number of steps in this area. The Commission reached out to its licensees to determine their status and needs and provided the collected information to the NCS. The Commission then helped coordinate ESF #2 response efforts to aid the Commission's licensees (*e.g.*, arranged for helicopter overflights, fuel shipments, access, curfew and airport information). The Commission is also working with DHS/NCS to encourage regional, state and local EOCs and/or JFOs to identify post-disaster coordination areas for communications providers and their contract workers and to create a process to establish embarkation points for communications recovery efforts. For example, the Commission assisted DHS with developing proposals making federal property available as a staging area for communications infrastructure providers under the Stafford Act.

42. We direct PSHSB to continue to work with DHS, state, tribal and local governments and the communications industry on these issues. However, we decline to take action to urge the states to refrain from imposing emergency preparedness requirements on the communications industry as Cingular advocates.[67]

43. Priority Utility Restoration for Communications Providers. In its report, the Katrina Panel recommended that the Commission encourage, but not require, each regional, state and local EOC and JFO to facilitate electric and other utilities' maintenance of priority lists that include commercial communications providers for commercial power restoration. The Katrina Panel stated that power restoration activities should be coordinated with communications restoration. The majority of commenters support this recommendation.

44. Other agencies, such as DHS, the Department of Energy, and state agencies, have primary jurisdiction and authority over this matter. Loss of power is a critical failure that DHS/NCS is aware of and focused on. For example, NCS coordinates priority lists with the agencies responsible for NRP's Emergency Support Function #12 - Energy. The communications sector is number two on the ESF #12 priority lists. NCS also has tools that can identify communication sites. The agencies responsible for ESF#12 have tools that can locate energy sites near communications providers and determine whether there have been critical

[65] Cingular Comments at 7.

[66] *Id.*

[67] Cingular Comments at 9-10.

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failures. Coordination of these priority lists between Emergency Support Functions 2 and 12 is ongoing. We direct PSHSB to support DHS/NCS and the other agencies addressing this issue in their efforts to ensure priority power and other relevant utility restoration for commercial communications providers during and after disasters.

45. Expanding and Publicizing Priority Communications Service Programs. The Katrina Panel recommended that the Commission work with the NCS to promote the use of existing priority communications services, such as Telecommunications Service Priority (TSP), Government Emergency Telecommunications Service (GETS) and Wireless Priority Service (WPS), to all eligible entities, particularly eligible government, public safety, emergency medical community, and critical industry groups.[68] Further, the Katrina Panel stated that the Commission should work with NCS to clarify whether broadcast, WISP, satellite, and cable company repair crews are currently eligible for GETS and WPS and, if so, should also promote the availability of those priority services to those entities. The Katrina Panel also recommended that the Commission work with NCS and industry to establish and promote best practices to ensure that all WPS, GETS, and TSP subscribers are properly trained in how to use these services. Finally, the Katrina Panel recommended that the Commission work with NCS to explore whether it is technically and financially feasible for WPS calls to automatically receive GETS treatment when they reach landline facilities, thus avoiding the need for a WPS caller to also enter GETS information.[69]

46. DHS fully supports the Katrina Panel's recommendation that the Commission work with NCS to promote wider use of GETS, WPS and TSP programs among government, public safety, and critical industry groups.[70] Broadcasters that provided comments support granting broadcasters access to GETS and WPS.[71] Other commenters state that promotion of these programs must be coordinated with industry to ensure that providers can absorb additional demands placed on their networks through increased participation in the programs.[72]

47. PSHSB staff members are actively engaged in priority services outreach. For example, PSHSB staff recently worked with the NCS TSP Program Office, various telecommunications carriers, and the State of New York to enroll over 2,000 circuits into the TSP program. Additionally, PSHSB staff is closely coordinating with the HHS to increase awareness among health care providers, particularly hospitals, about the benefits of enrollment and participation in federal priority service programs. This initiative includes expanded outreach in the health care sector and with state health departments to increase their understanding of TSP, GETS and WPS during and in the aftermath of a natural disaster or other emergency, such as an influenza pandemic. HHS is considering options to better incorporate support for these federal priority service programs into their emergency preparedness funding streams. The Commission is also working with hospital associations to educate the medical community about priority

[68] *See Katrina Panel Report* at 36.

[69] *Id.*

[70] DHS Comments at 8, n.13.

[71] Gulf States Broadcasters Comments at 6; National Association of Broadcasters Comments at 13.

[72] Cox Reply Comments at 21; NCTA *et al* Comments at 15.

communications services.[73] In addition, PSHSB is working with NCS to enhance WPS and resolve the issue of whether it is feasible for WPS calls to automatically receive GETS treatment when they reach landline facilities.

48. We direct PSHSB to continue to work with DHS, including the NCS Committee of Principal's Priority Services Working Group (PSWG), to promote the priority communications services to all eligible entities, particularly eligible government, public safety, emergency medical community, and critical industry groups, including repair crews which could qualify under the eligibility criteria for both WPS and GETS under the category of disaster recovery. PSHSB should work with DHS to ensure that communications systems' capabilities are not overwhelmed by increased demands placed on networks by increased participation in these programs. We also direct PSHSB to support the creation and promotion of best practices to ensure proper training in how to use these services. Finally, we direct PSHSB to continue working with DHS and NCS's PSWG to enhance WPS and resolve the issue of whether it is feasible for WPS calls to automatically receive GETS treatment when they reach landline facilities.

49. Broadening NCC to Include All Communications Infrastructure Sectors. The Katrina Panel recommended that the Commission work with the NCS to broaden the membership of the NCC to include adequate representation of all types of communications systems, including broadcast, cable, satellite and other new technologies, as appropriate. The NCC is a government and industry organization within DHS/NCS. It functions at the operational level and assists in initiating, coordinating, restoring and reconstituting national security and emergency preparedness (NS/EP) telecommunications services or facilities under all conditions of crises and disasters.

50. In January 2000, the NCC was designated an Information Sharing and Analysis Center (ISAC) for Telecommunications in accordance with Presidential Decision Directive 63.[74] The NCC-ISAC facilitates the exchange among government and industry participants regarding *vulnerability, threat, intrusion, and anomaly information* affecting the telecommunications infrastructure. Since its creation, the NCC has coordinated the restoration and provisioning of national security and emergency preparedness telecommunication services and facilities during natural disasters and armed conflicts. The NCC leverages its unique joint government/industry structure and all-hazard emergency response capabilities to coordinate the initiation, restoration, and reconstitution of United States government national security and emergency preparedness telecommunications services both nationally and internationally.[75]

51. DHS fully supports the Katrina Panel's recommendation that the Commission work with NCS to broaden the membership of the NCC.[76] DHS states that NCS is already working with the members of industry to explore expansion of NCC membership and would

[73] *See supra* at para. 15, for more information regarding the PSHSB's outreach to hospital associations and the emergency medical community regarding emergency communications.

[74] The Clinton Administration's Policy on Critical Infrastructure Protection: Presidential Decision Directive 63, White Paper (May 22, 1998).

[75] *See* http://www.ncs.gov/ncc.

[76] DHS Comments at 8, n.13.

welcome the Commission's engagement in this area.[77] Several additional commenters support this recommendation.[78]

52. In coordination with DHS/NCS, PSHSB is currently engaged in efforts to make the NCC more of an overall communications information sharing and analysis center instead of one focused solely on telecommunications. The Commission is working with communications trade groups and broadcasters, among others, to encourage them to consider NCC membership. Recently, a fiber optic provider the Commission introduced to the NCC signed up for membership as did APCO, COMPTEL, Global Crossing, and Cox Cable. We direct PSHSB to continue its efforts in this area.

53. Website for Emergency Coordination. The Katrina Panel recommended that the Commission create a website identifying the key state emergency management contacts, particularly for communications coordinating bodies, and post-disaster coordination areas for communications providers. Some commenters support the proposal that the Commission create a disaster response website for communications providers; other commenters state that this function is best suited for other agencies, such as FEMA or DHS.

54. FEMA and many states already have publicly available information identifying key state emergency management contacts. FEMA's website has a compilation of state emergency contacts (http://www.fema.gov/about/contact/statedr.shtm) and the NCC website (http://www.ncs.gov/ncc) has links to federal agencies. Accordingly, we do not believe it is necessary for the Commission to create a similar website.

55. To facilitate access to this information by communications companies, we direct PSHSB to coordinate with FEMA to provide updated links to the relevant state emergency contact information contained on the FEMA website. Specifically, PSHSB should create a link on its website to FEMA's listing of state emergency contact information.

56. FCC Website for Emergency Response Team Information. The Katrina Panel recommended that the Commission create a website to publicize the Commission's emergency response team's contact information and procedures for facilitating disaster response and outage recovery. Commenters unanimously support the Katrina Panel's recommendation. Commenters contend that the Commission should maximize existing resources by developing and posting on the Commission's website the Commission's emergency response team's contact information and procedures.

57. We agree that a website providing emergency contact information, procedures for facilitating disaster response and outage recovery, and procedures for obtaining regulatory relief during emergencies would be helpful. We direct PSHSB to work with other Bureaus and Offices, as appropriate, to do so.

58. Other Recovery Coordination Recommendations. Commenters submitted the following suggestions for improving the recovery coordination process:

[77] *Id.*

[78] *See, e.g.*, Gulf State Broadcasters Comments at 3-4; AT&T Comments at 5; Cox Reply Comments at 20-21; Motorola Comments at 9; NCTA *et al* Comments at 10-11; PRT Comments at 10; Qwest Comments at10; SIA Comments at 13; USA Mobility Comments at 15; Verizon Comments at 21.

59. *Expedited Importation of Essential Communications Technology.* Iridium Satellite LLC suggests that the Commission work with other federal agencies to establish a system that facilitates the delivery of replacement infrastructure and equipment during a disaster.[79] Additionally, Inmarsat asserts that, as part of creating redundancy, the federal government should recognize the importance of, and encourage the building of, mobile units that can be deployed as needed to any given disaster zone to assist in rapid restoration of vital communications using Mobile Satellite Service.[80] These functions are covered by ESF #2. The Commission is already working with other agencies to support these functions and will continue to coordinate with DHS/NCS and other agencies regarding these matters. Inmarsat also asserts that the Commission should work with U.S. Customs to ensure that bottlenecks do not slow the importation of essential communications technology in the aftermath of a disaster.[81] Inmarsat and other satellite operators apparently experienced a sharp rise in demand after Hurricane Katrina that could not be met by the existing stock of satellite terminals in the U.S.[82] We direct PSHSB to coordinate with DHS/NCS, U.S. Customs and other appropriate agencies to develop a systematic approach toward the importation of communications equipment needed for disaster response in the wake of disasters.

60. *Real Time Tracking of Progress and Shared Experiences.* Champaign Urbana Wireless Network, The Texas ISP Association, The Association for Community Networking, and Acorn Active Media (CUWN, et al.) suggest that the Commission provide a means by which communications responders could record their progress, share experiences in real time and avoid accidental conflicts. This function is primarily a responsibility of DHS/NCS under ESF #2 and PSHSB should continue to coordinate with DHS/NCS regarding these matters.

C. First Responder Communications

61. Emergency Restoration Supply Cache and Alternative Inventory. To facilitate the restoration of public safety communications, the Panel recommended that the Commission: (1) support the ongoing efforts of the NCC to develop and maintain a database of state and local public safety system information, including frequency usage, to allow for more efficient spectrum sharing, rapid on-site frequency coordination, and emergency provision of supplemental equipment in the event of system failures; (2) support the efforts of the NCC to develop an inventory of available communications assets (including local, state, federal civilian and military) that can be rapidly deployed in the event of a catastrophic event[83] and work with the NCC and the appropriate agencies to educate key state and local emergency response personnel on the availability of these assets and how to request them; and (3) coordinate with the NCS/NCC to assure that, immediately following any large disaster, there is an efficient means by which federal, state and local officials can identify and locate private sector communications assets that can be made rapidly available to first responders and relief organizations. The Katrina

[79] Iridium Comments at 6-7.

[80] Inmarsat Comments at 8.

[81] *Id.* at 7.

[82] *Id.*

[83] The Katrina Panel stated that the list should include land mobile radios, portable infrastructure equipment, bridging technologies/gateways, and backup power system components and the information should include the steps necessary for requesting the deployment of these assets. *See Katrina Panel Report* at 38.

Panel noted that one means by which to identify and locate private sector communications assets would be a website maintained by either the FCC or NCC through which the private sector could register available assets along with product information and stated that such a website should be designed with a special area for registering available equipment to assist persons with disabilities in their communications needs.[84]

62. *Support NCC Efforts to Develop a Database of State and Local Public Safety System Information.* PSHSB has already provided support for the NCC's ongoing efforts to develop and maintain a database of state and local public safety system information. With assistance from PSHSB, the NCC has developed a public safety first responder frequency sharing guide. PSHSB consulted private frequency coordinators and collected and coordinated information from them for this effort. Additionally, although it was only developed for the states affected by Hurricane Katrina, FEMA recently developed a Gulf Coast communications plan for use during emergencies that identifies all public safety equipment and spectrum currently in use.

63. *Coordinate with NCC to Facilitate the Availability of Communications Assets for First Responders Post-Disaster.* The Commission already coordinates with the NCS/NCC to assure that, following any large disaster, there is an efficient means by which federal, state and local officials can identify and locate private sector communications assets that can be made rapidly available to first responders and relief organizations. PSHSB has been providing a supporting role to FEMA on this issue. For example, per FEMA's request, PSHSB recently set up a meeting between FEMA and communications industry representatives to discuss, among other things, contingency contracts for equipment and the identification of equipment that can be airlifted through the Department of Defense. PSHSB already supports the efforts of the NCC to develop an inventory of available communications assets, in 2006 the NCS began development of an inventory database of government and industry assets. This inventory database of available government and industry communications assets developed by NCC and available to ESF #2 addresses this recommendation. Regarding a website, a function already exists whereby industry can report their available assets directly to the NCC.[85]

64. We direct PSHSB to continue to work with DHS, NCS, NCC, FEMA, state governments, and industry on these issues. We also direct PSHSB to continue to work with NCC to address the Katrina Panel recommendation regarding the identification of private sector communications assets, including specifically identifying equipment available to assist persons with disabilities in their communications needs.

65. *Equipment Cache.* Another Katrina Panel recommendation intended to facilitate the restoration of public safety communications includes that the Commission encourage state and local jurisdictions to retain and maintain, including through arrangements with the private sector, a cache of equipment components that would be needed to immediately restore existing public safety communications within hours of a disaster. The Katrina Panel stated that the cache should: (1) include the necessary equipment to quickly restore communications capabilities on all relevant mutual aid channels; (2) be maintained as a regional or state-wide resource, and located in areas protected from disaster impacts; and (3) be included as an element of the NRP.

[84] *Katrina Panel Report* at 38.

[85] For security purposes, industry groups or entities advise the NCC of assets and the NCC inputs the information directly into the database.

Further, the Katrina Panel recommended that the Commission encourage state and local jurisdictions to utilize the cache through training exercises on a regular basis.[86]

66. In its comments, DHS stated that it has reservations about the recommendation concerning the stockpiling of equipment. DHS noted that already limited budgets do not provide funding to procure additional equipment and, in many cases, the redundant equipment for network restoration is often unavailable because the systems at issue are legacy systems that are obsolete and no longer supported by manufacturers.[87] We agree. The Commission is reluctant to encourage state and local jurisdictions to maintain such a cache of equipment unless funding for such an effort has been specifically identified. Many local jurisdictions do not have the requisite funds for this effort. Although some states have such equipment under "mutual aid agreements," most states do not have funds for equipment not in use; their funds are used for equipment intended for immediate use. Further, there are already a number of training exercises for responders. For example, there are regional annual training exercises held to demonstrate equipment in a disaster and to show options for restoration.[88]

67. Facilitating First Responder Communications Capabilities. To facilitate interoperability among first responder communications, the Katrina Panel recommended that the Commission: (1) maintain the schedule for commencing commercial spectrum auctions by January 28, 2008 to fully fund the $1 billion public safety interoperability program, consistent with recent legislation; (2) work with NTIA and DHS to establish appropriate criteria for the distribution of the $1 billion in a manner that best promotes interoperability with the 700 MHz band - among other things, such criteria should mandate that any radios purchased with grant monies must be capable of operating on 700 MHz and 800 MHz channels established for mutual aid and interoperability voice communications; (3) encourage the expeditious development of regional plans for the use of 700 MHz systems and move promptly to review and approve such plans; (4) expeditiously approve any requests by broadcasters to terminate analog service in the 700 MHz band before the end of the digital television transition in 2009 in order to allow public safety users immediate access to this spectrum; (5) work with the NTIA and DHS to develop strategies and policies to expedite allowing Federal (including the military), state and local agencies to share spectrum for emergency response purposes, particularly the Federal incident response channels and channels established for mutual aid and interoperability; and (6) publicize interoperability successes and/or best practices by public safety entities to serve as models to further interoperability.

68. *Schedule for 700 MHz Spectrum Auction.* We agree that the Commission should, consistent with recent legislation, maintain the schedule for commencing commercial spectrum auctions in the 700 MHz bands by January 28, 2008.[89] Accordingly, the Commission should proceed with current plans for developing auction rules and procedures, including the conclusion

[86] *Katrina Panel Report* at 37.

[87] DHS Comments at 9.

[88] E.g., National Communications System's Emergency Support Function 2 Training Conference, Homestead Air Reserve Base, Homestead, Florida (May 20-26, 2006).

[89] The Commission is required, under the Digital Television Transition and Public Safety Act of 2005, to commence the auction no later than January 28, 2008. *See* 47 U.S.C. § 309(j)(15)(C)(v), (vi), as enacted by the Digital Television Transition and Public Safety Act of 2005, Title III of the Deficit Reduction Act of 2005, Pub. L. No. 109-171, 120 Stat. 4, 22, § 3003(a)(2)(2006) ("Digital Television Transition and Public Safety Act of 2005").

of a pending rulemaking addressing the commercial 700 MHz spectrum. The Commission will commence auction of this spectrum in a manner consistent with the Digital Television Transition and Public Safety Act of 2005.

69. *Criteria for the Distribution of the $1 Billion Public Safety Interoperability Program.* We direct PSHSB to offer to work with NTIA and DHS, as appropriate, to establish criteria for the distribution of the $1 billion interoperability fund in a manner that best promotes interoperability with the 700 MHz band. No commenter opposed the idea of the FCC offering to work with NTIA and DHS in this regard. Although the statute places responsibility for implementing this grant program upon NTIA and DHS, the Commission could provide helpful input. We believe, however, that such funds should not be limited to the 700 MHz and 800 MHz bands and that the PSHSB should encourage NTIA and DHS to explore ways to use IP technology to facilitate interoperability with VHF and UHF. An IP-based approach would allow legacy systems to evolve into a broadband communications system. Additionally, any action relating to the 700 MHz band should include consideration of DHS' concern that the Katrina Panel's recommendations are focused only on state and local communications with little standardization across regions and, therefore, fail to address the need to incorporate federal coordination with state and local first responders into the solution.

70. *Expeditious Development, Review and Approval of Regional Plans.* We direct PSHSB to encourage, as part of their outreach efforts, the expeditious development of regional plans for use of 700 MHz systems and to promptly review and, where possible, approve such plans when submitted. This received strong support in the record. PSHSB should initiate outreach efforts to encourage states, tribal governments and localities to participate in the regional planning processes. PSHSB can work with regional planning committees in their efforts to develop regional plans and coordinate their plans with adjacent regions.

71. *Requests by Broadcasters to Terminate Analog Service in the 700 MHz Band.* Although we understand the importance of ensuring access to this spectrum by public safety agencies as quickly as possible, we must balance this goal with the need to protect consumers who could potentially lose service if they have not yet obtained digital televisions or converters. Accordingly, although we will endeavor to process requests from broadcasters to terminate analog service as quickly as possible, we will continue to review such requests pursuant to the policies previously adopted in *Upper 700 MHz Memorandum Opinion and Order and Further Notice of Proposed Rulemaking.*[90]

72. *Sharing of Spectrum.* We agree that implementation of the recommendation that the Commission work with NTIA and DHS to develop strategies and policies to expedite allowing Federal, state and local agencies to share spectrum for emergency response purposes would serve the public interest. We direct PSHSB, together with the Office of Engineering and Technology, to work with NTIA and DHS on this issue. There is record support for the Commission working with NTIA and DHS to allow Federal and non-Federal spectrum sharing

[90] Service Rules for the 746-764 and 776-794 MHz Bands and Revisions to Part 27 of the Commission's Rules, Carriage of the Transmissions of Digital Television Broadcast Stations, Review of the Commission's Rules and Policies Affecting the Conversion to Digital Television, *Memorandum Opinion and Order and Further Notice of Proposed Rulemaking*, WT Docket No. 99-168, CS Docket No. 98-120, MM Docket No. 00-83, 15 FCC Rcd 20845, 20871, ¶ 62 (2000).

for emergency response purposes, both in spectrum allocated for Federal and non-Federal uses.[91] NTIA states in its comments that it and the Interdepartment Radio Advisory Committee ("IRAC") already are considering a proposal to revise current rules to allow more flexible use by state and local governments, and to simplify the regulations governing the use of Federal interoperability channels.[92] The Commission should assist in these ongoing efforts in the IRAC and its subcommittees and should consider other possible solutions for making spectrum available for shared use by federal, state, tribal and local agencies for emergency response purposes.

73. *Publicizing Interoperability Successes and Best Practices.* We direct PSHSB to work with other federal agencies, the public safety community and the industry, as appropriate, to develop best practices to promote interoperability. In addition, PSHSB should encourage public safety organizations to provide interoperability success stories and make this information available on its website.

74. Resiliency and Restoration of E-911 Infrastructure and PSAPs. In order to ensure a more robust 911 and E-911 service, the Katrina Panel recommended that the Commission encourage the implementation of the following three best practices issued by the Network Reliability and Interoperability Council (NRIC):

> (1) Service providers and network operators should consider placing and maintaining 911 circuits over diverse interoffice transport facilities (*e.g.*, geographically diverse facility routes, automatically invoked standby routing, diverse digital cross-connect system services, self-healing fiber ring topologies, or any combination thereof).[93]
>
> (2) Network operators, service providers, equipment suppliers and public safety authorities should establish alternative methods of communication for critical personnel.[94]
>
> (3) Service providers, network operators and property managers should ensure availability of emergency/backup power (*e.g.*, batteries, generators, fuel cells) to maintain critical communications services during times of commercial power failures, including natural and manmade occurrences (*e.g.*, earthquakes, floods, fires, power brown/blackouts, terrorism). The emergency/backup power generators should be located onsite, when appropriate.[95]

75. We agree that PSHSB should be proactive in encouraging implementation of the first two of these NRIC recommendations, for example, through additional outreach efforts which could include, *inter alia*, NRIC best practice outreach efforts, promoting industry guidelines on its website, and working with FEMA to educate PSAP managers in disaster

[91] *See, e.g.*, BellSouth Comments at 20.

[92] NTIA Ex Parte at 1.

[93] *See NRIC VII Recommendation 7-7-0566*

[94] *See NRIC VII Recommendation 7-7-1011.*

[95] *See NRIC VII Recommendation 7-7-5204.*

management, PSAP rerouting, and the National Incident Management System. This is consistent with the recommendations of both NRIC and the Katrina Panel that these best practices be encouraged, but not required. No commenters asserted that there is a need to make these best practices mandatory at this time. Additionally, there may be legitimate concerns that implementation of diverse 911 circuits would be cost-prohibitive in certain cases.

76. NENA recommends that "the FCC or the state commissions, as appropriate, require all telephone central offices to have an emergency back-up power source."[96] St. Tammany's Parish Communications District 1 emphasizes the need for wireline providers to have backup procedures in place.[97] Several commenters supported this voluntary best practice and indicated that they have backup power available at their facilities. For example, AT&T agrees that it is important to have backup power to ensure the continued operation of the nation's 911 system during disasters and states that it looks forward to helping implement the Katrina Panel's recommendation that the Commission encourage the implementation of the NRIC backup power best practice.[98] AT&T reported that all of its central offices are equipped with backup batteries and/or diesel generators.[99] Verizon also stated that every critical component in its networks is protected by automatic power back-up systems.[100]

77. We agree with NENA's and St. Tammany Parish's suggestion and find that adoption of this requirement serves the public interest. Accordingly, pursuant to our authority under Section 1 of the Communications Act, as amended,[101] we will require all local exchange carriers (LECs), including incumbent LECs (ILECs) and competitive LECs (CLECs), as well as commercial mobile radio service (CMRS) providers to have an emergency back-up power source for all assets that are normally powered from local AC commercial power including those inside central offices, cell sites, remote switches and digital loop carrier system remote terminals. LECs and CMRS providers should maintain emergency back-up power for a minimum of 24 hours for assets inside central offices and eight hours for cell sites, remote switches and digital loop carrier system remote terminals that normally are powered from local AC commercial power.

78. Our expectation is that this requirement will not create an undue burden since several reported in their comments that they already maintain emergency back-up power. We realize, however, that this requirement may present a financial burden to some small carriers. Accordingly, we will not impose this requirement on LECs (including both ILECs and CLECs) that meet the definition of a Class B company as set forth in Section 32.11(b)(2) of the

[96] NENA Comments at 6.

[97] St. Tammany's Parish Communications District 1 asserts that "it is imperative that the LEC, CLECs, and wireless telephone providers be required to demonstrate they have adequate backup procedures in place." St. Tammany Parish Communications District 1 Comments at 2.

[98] AT&T Comments at 2.

[99] AT&T Comments at 13.

[100] Verizon Comments, at 7-8.

[101] 47 U.S.C. § 151.

Commission's rules.[102] We will also not apply this requirement to non-nationwide CMRS providers with no more than 500,000 subscribers.[103]

79. For the same reasons set forth in ¶75, we find that PSHSB should be proactive in encouraging implementation, by all other communications providers, of the third NRIC recommendation set forth above in ¶74 which states that communications service providers, network operators and property managers should ensure the availability of emergency/backup power.

80. The Katrina Panel also recommended that the Commission encourage the implementation of an NRIC best practice that states that network operators should consider deploying dual active 911 selective router architectures to enable circuits from the caller's serving end office to be split between two selective routers in order to eliminate single points of failure. This NRIC best practice further states that diversity should also be considered on interoffice transport facilities connecting each 911 selective router to the PSAP serving end office.[104] Some commenters asserted that selective routers represent technology whose time has passed.[105] NENA contends that deployment of a dual selective router at this point should be done only if particular circumstances strongly favor such an approach.[106]

81. PSHSB should neither encourage nor mandate implementation of this NRIC best practice. We agree with the many commenters who advocated that public safety communications planning, including the 911 infrastructure, instead should move to incorporate IP-based technologies.[107] This will enable the public safety community to focus on future needs rather than requiring more from legacy systems, offer more redundancy and flexibility, and contribute greatly to improving compatibility between public safety systems that operate using different proprietary standards.

82. *Grant Eligibility.* We agree with the recommendation of the Katrina Panel that the FCC urge federal grant programs to permit state or local 911 commissions or emergency communications districts that provide 911 or public safety communications services to be

[102] Section 32.11 provides that Class B companies are those companies that have annual revenues from regulated telecommunications operations that are less than the indexed revenue threshold. 47 C.F.R. § 32.11. The Wireline Competition Bureau recently announced that the 2006 revenue threshold for Class A to Class B companies is $134 million. *Public Notice*, "Annual Adjustment of Revenue Thresholds," DA 07-1706 (WCB, April 12, 2007). Although Section 32.11, by its terms, applies only to ILECs, we are applying the same revenue categories to CLECs for the purpose of the exception to this requirement.

[103] Although this standard is based on the Tier III CMRS definition which is defined as non-nationwide CMRS providers with no more than 500,000 subscribers as of the end of 2001, we note that we are not exempting from this requirement those non-nationwide CMRS providers that have grown to exceed the 500,000 subscriber threshold since 2001 as we believe that such providers are at a size where they should be able to comply with the emergency back-up power rule.

[104] *See NRIC VII Recommendations 7-7-0571.*

[105] AT&T Comments at 12-14; Cisco Comments at 4-7.

[106] NENA Comments at 4-5.

[107] AT&T Comments at 12-14; Cisco Comments at 4-7; NENA Comments at 3-5; St. Tammany Parish Communications District 1 Comments at 3; Texas Commission on State Emergency Communications and the Texas 9-1-1 Alliance (Texas 9-1-1 Entities) Comments at 2-5; TDI Reply Comment at 15-16.

eligible to apply for 911 enhancement and communications enhancement/interoperability grants. This recommendation also received strong support from APCO and NENA. We, therefore, direct PSHSB to consult with DHS and administrators of other applicable federal grant programs to explore this possibility. We caution, however, that PSHSB refrain from advocating any particular funding approach for state, tribal or local 911 commissions. Our goal is to support state, tribal and local 911 commissions in their efforts to enhance the redundancy, interoperability, and resiliency of their operations.

83. *Secondary Back-Up PSAPS.* The Katrina Panel also stated that the Commission should recommend the designation of a secondary back-up PSAP that is more than 200 miles away to answer calls when the primary and secondary PSAPs are disabled.[108] Most commenters, including APCO and NENA, did not support this recommendation.[109] APCO asserts that PSAPs 200 miles away would have difficulties with dispatch and that a better approach would be to have "mirrored" telephone central offices at remote locations. We decline to implement this Katrina Panel recommendation. Use of back-up PSAPs should be based on capabilities, common vulnerabilities and technical capabilities, not an arbitrary distance. Geographic remoteness is only one consideration; other considerations include the probability of disaster affecting both PSAPs, size of the PSAPs, the level of technology used at both PSAPs, radio interoperability, availability of operating support systems, and logistics for transporting and staffing PSAP personnel familiar with the geographic area covered by the disaster.

84. Other Recommendations Regarding First Responder Communications. Various commenters submitted additional recommendations for addressing first responder communications issues. We will address those issues below.

85. *Relocation of Existing Licensees on Interoperability Channels.* The Tennessee Statewide Interoperability Executive (the Tennessee SIEC) asserts that the Commission should move existing licensees on the VHF and UHF interoperability channels so that such channels are available for interoperability usage and do not have to compete with grandfathered dispatch operations or secondary telemetry, etc. The Tennessee SIEC also suggested that the Commission eliminate licensing of the interoperability channels for any purpose other than interoperability.

86. When the Commission designated the VHF and UHF interoperability channels, it sought to balance the need for improved interoperability capabilities below 512 MHz with the need to minimize the impact on incumbent licensees. The Commission therefore "grandfathered" incumbent licensees on a secondary basis only to interoperability communication rather than ordering them to vacate the channels or use them exclusively for interoperability purposes.[110] With regard to new licenses, the rules provide that these frequencies

[108] *Katrina Panel Report* at 39. The Panel noted that this "requires the FCC to eliminate any regulatory prohibition against the transport of 911 across LATA boundaries. As noted supra at ¶28 with respect to whether the Commission should grant carriers permanent relief from interLATA boundary restrictions as a way to enhance network resiliency, the BOCs have already raised the issue of relief from Section 272 and its implementing rules in a number of pending forbearance petitions and waiver requests. We will consider this issue in those proceedings as appropriate.

[109] *See, e.g.*, APCO comments at 5; NENA comments at 7-8.

[110] *The Development of Operational, Technical and Spectrum Requirements for Meeting Federal, State and Local Public Safety Agency Communication Requirements Through the Year 2010, Establishment of Rules and*

(continued....)

will be available primarily for interoperability-only communications.[111] We decline to amend our rules at this time to move existing licensees on the VHF and UHF interoperability channels. Instead, we find that a prudent approach would be first to consult with public safety coordinators. Accordingly, we direct PSHSB to consult the public safety frequency coordinator community through the Public Safety Communications Council to determine the extent of the problem, if any, and whether moving grandfathered licensees at this time would be feasible, and if so, how.

87. *Use of a Standard Continuous Tone Coded Squelch System.* The Tennessee SEIC suggested that the Commission mandate the use of a standard Continuous Tone Coded Squelch System ("CTCSS") to promote interoperability and minimize disruption at a disaster scene. We decline to initiate a rulemaking to implement Tennessee SEIC's suggestion at this time. The Commission has designated 5 VHF frequencies and 4 UHF channel pairs for interoperability use nationwide. Generally, VHF and UHF *analog* public safety radios include the CTCSS feature. Each radio "listens" for CTCSS tones transmitted by base stations, mobiles, or portables. If the tone is present, the user hears the communications directed to him/her, but other transmissions on the same frequency using a different CTCSS tone (or lacking a tone) are muted (squelched). Because these frequencies also have grandfathered, non-interoperable licensees, mandated use of a standard CTCSS on these channels would exclude (*i.e.*, tune out) these incumbents. Use of different tone coded squelch frequencies on the interoperability channels could prohibit units from different jurisdictions from communicating at the scene of a disaster, which undermines the purpose of interoperability. Mandating a common CTCSS tone could impose unwarranted economic burdens by requiring the purchase of additional equipment or modification of existing equipment to employ such a tone. A mandated, common CTCSS also could adversely impact grandfathered licensees operating on the VHF and UHF interoperability channels.

88. There is not enough information in the record to recommend a rulemaking at this point. However, it would be prudent to consult with the public safety frequency coordinators to ascertain the scope of the problem and determine whether Commission action is warranted. We therefore direct PSHSB to consult with public safety frequency coordinators and ask them to study this proposal and provide further input to the Commission.

89. *Statewide Channels.* The Tennessee SIEC advocates that, in order to help states keep their statewide channels clear, the Commission should allow state agencies to provide FCC designated frequency coordinators with a list of FCC designated "Statewide" channels for protection within 35 to 50 miles of the state border depending upon terrain protection.[112] We direct PSHSB to consult with public safety coordinators on the problem of keeping statewide channels clear.

90. *Licensees Adjacent to Interoperability Channels.* The Tennessee SIEC also advocates that the Commission mandate that the wideband licensees adjacent to the VHF/UHF interoperability channels move to narrowband emission to minimize interference to

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Requirements For Priority Access Service, WT Docket No. 96-86, Third Memorandum Opinion and Order and Third Report and Order, 15 FCC Rcd 19844, 19844-45 (2000).

[111] 47 C.F.R. § 90.20 (d)(80).

[112] *See* Tennessee SEIC Comments at 1 (July 31, 2006).

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interoperability channels. We note our rules already require that this be done.[113] Accordingly, no further action is necessary at this time.

91. *Designation of 155.370 MHz as a Nationwide Inter-agency Channel.* The Tennessee SIEC also advocates that the Commission designate 155.370 MHz as a nationwide inter-agency channel and implement a CTCSS tone to minimize interference.[114] We refrain, at this time, from initiating a rulemaking to amend our rules to designate 155.370 MHz as an inter-agency channel nationwide and implement a CTCSS tone to minimize interference. Designating this public safety frequency as an inter-agency channel nationwide may have a significant impact on existing incumbents on this frequency and adjacent channel incumbents. Overcoming interference concerns, particularly since VHF spectrum is traditionally congested, may prove challenging. The potential impact on existing licensees, including increased equipment costs, outweighs any benefits of designating a sixth VHF frequency for interoperability. We also note that the existing nationwide inter-agency channels were recommended by the four public safety coordinators and were adopted by the Commission partly because these were the "least licensed."

92. *Common Nomenclature.* The Tennessee Statewide Interoperability Executive and others recommend that the Commission mandate a common nomenclature for the designated interoperability channels and require each state to have a functional Statewide Interoperability Executive Council.[115] These issues were raised in the 7th NPRM in WT Docket No. 96-86 and we will address them in that proceeding.[116]

93. *Mutual Aid Channels.* The Tennessee SIEC also stated that the Commission should encourage public safety frequency coordinators to keep designated Fire mutual aid channels (*i.e.* 154.265, 154.280, 154.295 MHz) and their narrowband counterparts and the National Law Enforcement Channel (*i.e.* 155.475 MHz) for mutual aid only.[117] We refrain from concluding that the Commission should encourage public safety frequency coordinators to keep designated mutual aid channels for aid only, until the Commission can engage the public safety frequency coordinator community further on this issue. These frequencies have special limitations that make them available for specified mutual aid purposes, but the Tennessee SIEC suggests that the public safety frequency coordinators currently approve the use of these frequencies for non-mutual aid purposes. In order to evaluate the merits of this proposal, the Commission should consult with the public safety frequency coordinator community through the Public Safety Communications Council. Accordingly, we direct PSHSB to engage in such consultation and provide a recommendation on this issue.

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[113] 47 C.F.R. § 90.209(b)(5) n.3, (b)(6); *see also Implementation of Sections 309(j) and 337 of the Communications Act of 1934 as Amended*, WT Docket No. 99-87, Second Report and Order and Second Further Notice of Proposed Rulemaking, 18 FCC Rcd. 3034 (2003).

[114] *See* Tennessee SEIC Comments at 2 (July 21, 2006).

[115] Tennessee State Interoperability Executive Committee Comments at 2 (July 21, 2006).

[116] *See Development of Operational, Technical and Spectrum Requirements for Meeting Federal, State and Local Public Safety Communications Requirements Through the Year 2010*, WT Docket No. 96-86, Fifth Memorandum Opinion and Order, Sixth Report and Order and Seventh Notice of Proposed Rulemaking, 20 FCC Rcd 831, 854-58, ¶¶ 57-61, 64-68 (2005).

[117] Tennessee State Interoperability Executive Committee Reply Comments at 1 (July 31, 2006).

94. *911 Analysis.* NENA asserts that the Commission should require all 911 system service providers (SSPs) to analyze and provide detailed information on the redundancy, resiliency, and dependability of 911 networks and to provide detailed information to the Commission on areas where these issues are treated in the network and areas where there are gaps.[118] NENA states that all 9-1-1 SSPs should be required to submit a plan to the Commission outlining this information and steps they intend to take to ensure diversity and dependability in the network, including any plans they have to migrate their network to an IP-based platform that will enable the migration from the existing 911 system to next generation 911 architecture. NENA also argues that these plans should be made available to leading public safety organizations.[119]

95. AT&T asserts that NENA's proposal is misdirected because it is the PSAP, not the service provider, that must determine the best way to mitigate single points of failure within its 911 network in a cost effective manner.[120] Similarly, the United States Telecom Association (US Telecom) argues that ILECs do not own 911 networks, but merely provide inputs for them and should not, therefore, be required to report to the Commission regarding the dependability of these networks.[121] US Telecom argues that ILECs do not need to be burdened with additional reporting requirements and regulatory mandates, but rather need flexibility to create redundancies in their networks not mandates requiring them to do so where it is unnecessary.[122] AT&T also asserts that the NENA fails to explain how the Commission could make use of such detailed information in any manner that does not duplicate how 911 service providers already interact with PSAPs and state regulatory authorities.[123] AT&T and US Telecom assert that requiring the unnecessary further dissemination of this information could have serious adverse consequences for service providers, for whom those proprietary data have substantial competitive value, and for the general public if that information is compromised and comes into possession of persons and groups with criminal intentions.[124]

96. We agree that the Commission should require the analysis of 911 and E911 networks and the submission of reports regarding the status of these networks. Although NENA's proposal appears to be limited to 911 SSPs, which are typically incumbent local exchange carriers (ILECs), we believe that, with the exceptions described below, this requirement should apply all LECs, including ILECs and CLECs, CMRS providers required to comply with the wireless 911 rules[125] and interconnected Voice over Internet Protocol (VoIP)

[118] NENA Comments at 5-6; St. Tammany Parish Communications District 1 Comments at 2.

[119] *Id.*

[120] AT&T Reply Comments at 3-4. AT&T recommends that PSAPs "routinely review their 911 networks with the service providers and identify points where facilities are not diverse." AT&T Comments at 12-13; AT&T Reply Comments at 3-4.

[121] US Telecom Reply Comments at 8-9.

[122] US Telecom Reply Comments at 8-9.

[123] In support of this assertion, AT&T cites Public Utility Commission of Texas Rules, Section 26.433, *available at* www.puc.state.tx.us/rules/subrules/telecom/26.433/26.433.pdf.

[124] AT&T Reply Comments at 3-4; US Telecom Reply Comments at 8-9.

[125] *See* 47 C.F.R. § 20.18.

service providers.[126] It is critical that Americans have access to a resilient and reliable 911 system irrespective of the technology used to provide the service. Therefore, we will require LECs, including both ILECs and CLECs, CMRS providers required to comply with the wireless 911 rules and interconnected VoIP service providers analyze and provide detailed reports on the redundancy, resiliency, and dependability of their 911 and E911 networks and systems. Where relevant, the reports should include steps the service provider intends to take to ensure diversity and dependability in the network and/or system, including any plans they have to migrate their network to a next generation IP-based E911 platform. This requirement will serve the public interest and further the Commission's statutory mandate to promote the safety of life and property through the use of wire and radio communication.[127]

97. We are mindful that this requirement may cause a financial burden to certain small carriers. Accordingly, we will not impose this reporting requirement on LECs, including ILECs and CLECs, that meet the definition of a Class B company set forth in Section 32.11(b)(2) of the Commission's rules.[128] We will also not impose this reporting requirement on Tier III CMRS carriers.[129] Interconnected VoIP service providers will be exempt from this requirement if their annual revenues fall below the revenue threshold established pursuant to Section 32.11 of the Commission's rules. NENA recommends that these reports be shared with "leading public safety organizations." Although we believe there is some benefit to sharing these reports with certain public safety organizations, we also understand that these reports will likely contain competitive and other information that should be accorded confidential treatment under our rules. To balance these concerns, we will share these reports with NENA, APCO, and The National Association of State 9-1-1 Administrators, the public safety organizations that previously have been provided copies of 911-related reports, but only pursuant to a protective order consistent with the model protective order previously adopted by the Commission.[130] We delegate authority to PSHSB to issue such protective orders.

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[126] "Interconnected VoIP services" are services that (1) enable real-time, two-way voice communications; (2) require a broadband connection from the user's location; (3) require IP-compatible customer premises equipment; and (4) permit users to receive calls from and terminate calls to the public switched telephone network. *See IP-Enabled Services; E911 Requirements for IP-Enabled Service Providers*, WC Docket No. 06-36, 05-196, First Report and Order and Notice of Proposed Rulemaking, 20 FCC Rcd 10245, 10257-58 ¶ 24 (2005), *aff'd, Nuvio Corp v. FCC*, 473 F.3d 302 (D.C Cir. 2006) (*VoIP 911 Order*).

[127] *See* 47 U.S.C. § 151.

[128] Section 32.11 of the Commission's rules defines Class B companies as "[c]ompanies having annual revenues from regulated telecommunications operations that are less than the indexed revenue threshold." 47 C.F.R. § 32.11 (b)(2). The Wireline Competition Bureau recently announced that the 2006 revenue threshold for Class A to Class B companies is $134 million. *Annual Adjustment of Revenue Thresholds*, Public Notice, DA 07-1706 (WCB, April 12, 2007). Although Section 32.11, by its terms, applies only to ILECs, we are applying the same revenue categories to CLECs for the purpose of the exception to this requirement.

[129] Tier III carriers are non-nationwide CMRS providers with no more than 500,000 subscribers at the end of 2001. *See Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems; Phase II Compliance Deadlines for Non-Nationwide Carriers*, CC Docket No. 97-102, Order to Stay, 17 FCC Rcd 14841, 14848 ¶ 22 (2002).

[130] *See In the Matter of Examination of Current Policy Concerning the Treatment of Confidential Information Submitted to the Commission*, Report and Order, GC Docket No. 96-55, 13 FCC Rcd 24816 (1998).

98. AT&T and US Telecom argue that this should not be the duty of SSPs which are typically ILECs, suggesting that PSAPs are better situated to perform such an analysis. PSAPs know whether they have alternative facilities into their buildings and whether they have backup/alternative PSAP sites. However, carriers, not PSAPs, know about the selective routers, the routing between selective routers and the central offices from which customers may call, and the diversity in the interoffice facilities between the selective router and the central office serving the PSAP. PSAPs should know whether they ordered facility diversity, but they do not have insight regarding how, or even if, this was provisioned. US Telecom also argued that ILECs should not be subject to mandates requiring them to create redundancies in their networks; however, the rule we adopt requires only an analysis and report, it does not require carriers to create additional network redundancies.

99. Accordingly, pursuant to our authority under Section 403 of the Communications Act, as amended,[131] we will require LECs, CMRS providers required to comply with the wireless 911 rules and interconnected VoIP service providers, except those exempted above, to conduct an analysis of the resiliency and reliability of their 911 networks or systems and to submit a report to the Commission. We delegate to PSHSB the authority to implement and activate a process through which these reports will be submitted, including the authority to establish the specific data that will be required from each category of communications provider. We also direct PSHSB to make efforts to ensure that carriers subject to state regulations requiring the reporting of similar information are afforded the opportunity to meet this requirement by submitting the state report. The report will be due 120 days from the date that the Commission or its staff announces activation of the 911 network and system reporting process.

100. We also note that NRIC VII developed best practices that could address this issue. Accordingly, we direct PSHSB to continue to encourage industry to implement NRIC's best practices in this area, to continue to encourage industry to develop best practices in this area specific to their locale, and to continue to work to see that such recommendations, and any resulting adopted best practices, are made available on the Commission's website.

101. *Two-Way Paging Initiative.* Commenters recommended that the Commission permit the use of 900 MHz B/ILT pool of spectrum for two-way paging systems either owned by public safety users or dedicated to the provision of emergency communications.[132] We direct PSHSB, in coordination with WTB, to consider this issue and to determine what action, if any, should be implemented.

102. *McVey Petition for Rulemaking.* In his comments, W. Lee McVey requests that the Commission initiate a rulemaking to create a new radio service in the 148-150 MHz band "to facilitate interoperability between different first responders during and following a national emergency."[133] We note that the 148-149.9 band is allocated on a primary basis for federal Fixed, Mobile and Mobile Satellite (Earth-to-Space) service and the 149-150.05 MHz segment is allocated on a co-primary basis for federal and non-federal Mobile Satellite (Earth-to-space) and Radio navigation Satellite Services, and that the petition does not address this use nor does it

[131] 47 U.S.C. § 403.

[132] *See e.g.*, AAPC Comments.

[133] McVey Petition at 22.

explain what rules would be necessary to govern access to this spectrum. Given the potential impact of McVey's proposal to spectrum allocated for federal use, we direct PSHSB, together with OET, to seek feedback from NTIA on this petition. Upon receiving such feedback, we direct PSHSB and OET to make a determination on the appropriate action to be taken on this petition.

D. Emergency Communications to the Public

103. Revitalize and Publicize the Emergency Alert System. The Katrina Panel suggests a number of recommendations to revitalize and publicize the existing Emergency Alert System ("EAS"). To facilitate and complement the use of the existing EAS, the Katrina Panel recommends that the Commission should: (a) educate state and local officials about EAS, its benefits, and how it can be best utilized; (b) develop a program for educating the public about the EAS and promote community awareness of potential mechanisms for accessing those alerts sent during power outages or broadcast transmission failures; (c) move expeditiously to complete its proceeding to explore the technical and financial viability of expanding the EAS to other technologies, such as wireless services and the Internet, recognizing that changes to communications networks and equipment take time to implement; (d) consistent with proposed legislation, work with Congress and other appropriate federal departments and agencies to explore the technical and financial viability of establishing a comprehensive national warning system that complements existing systems and allows local officials to increase the penetration of warnings to the public as well as target, when necessary, alerts to a particular area; (e) work with the DHS and other appropriate federal agencies on pilot programs that would allow more immediate evaluation and testing of new notification technologies; and (f) work with the Department of Commerce to expand the distribution of certain critical non-weather emergency warnings over National Oceanic and Atmospheric Administration (NOAA) weather radios to supplement the EAS.[134]

104. We agree that we should encourage state, tribal and local governments to use EAS as a mechanism to deliver emergency alerts. Accordingly, we direct PSHSB to engage in outreach efforts to educate state, tribal and local governments about the EAS. In addition, we direct PSHSB to take steps to educate the public about EAS. We also note that PSHSB has coordinated with DHS on EAS issues, including issues related to the development of a state-of-the-art public alert and warning system. We direct PSHSB to continue those efforts.

105. Finally, on the issue of expanding the scope of EAS to include new technologies, as the Katrina Panel acknowledges, this issue is already the subject of our ongoing EAS rulemaking proceeding.[135] In addition, pursuant to the recently enacted WARN Act,[136] the Commission established an advisory committee -- the Commercial Mobile Service Alert

[134] *Katrina Panel Report* at 40.

[135] *Review of the Emergency Alert System*, First Report and Order and Further Notice of Proposed Rulemaking, EB Docket No. 04-296, 20 FCC Rcd 18625 (2005). We note that, in a separate action on May 31, 2007, the Commission adopted a Second Report and Order and Further Notice of Proposed Rulemaking in the EAS proceeding that addresses some of the Katrina Panel's recommendations. *See* FCC Takes Action To Further Strengthen Nation's Emergency Alert System, *News Release*, (May 31, 2007) (*"EAS News Release"*).

[136] The Warn Act establishes a framework by which commercial mobile service providers may voluntarily transmit emergency alerts.

Advisory Committee – to develop and recommend technical standards and protocols by which commercial mobile service (CMS) providers may voluntarily transmit emergency alerts. The Committee has a diverse membership, including over forty representatives from the wireless and broadcast industries, public safety, equipment manufacturers, organizations representing people with disabilities and the elderly, FEMA and NOAA. Thus far, the Committee has held three full Committee meetings and a number of informal working group meetings. The Commission expects that the Committee will meet its statutory deadline of submitting recommendations to the Commission by October 12, 2007.

106. Ensuring that People with Disabilities and Non-English Speaking Persons Receive Alerts. The Katrina Panel recommended that the Commission promptly find a mechanism to resolve technical and financial hurdles in the EAS system to ensure that non-English speaking people or people with disabilities have access to public warnings, if readily achievable.[137] The Panel also recommended that the Commission work with trade associations and the disability community to create and publicize best practices for serving persons with disabilities and non-English-speaking Americans and encourage state and local government agencies that provide emergency information to take steps to make this information accessible to persons with disabilities and non-English speaking Americans.[138]

107. We note that the issue of making EAS alerts accessible to people with disabilities and to those who do not speak English is already the subject of the EAS rulemaking proceeding.[139] Moreover, the Commercial Mobile Service Alert Advisory Committee will consider these issues in the context of wireless carriers' participation in emergency alerts. On the broader issue of ensuring that emergency information reaches people with disabilities and non-English speaking Americans, we direct PSHSB, along with Consumer & Government Affairs Bureau (CGB) as appropriate, to work with the industry, state, tribal and local governments and organizations representing people with disability and non-English speaking persons on these issues.[140]

108. Ensuring Consistent and Reliable Emergency Information Through a Consolidated and Coordinated Public Information Program. The Katrina Panel recommended that public information functions should be coordinated and integrated across jurisdictions and across functional agencies, among federal state, local and tribal partners, and with private sector and non-governmental organizations.[141] The Panel recommended that the Commission work with involved parties to facilitate the integration of media representatives into the development of disaster communications plans (Emergency Support Function #2).[142] The Panel also urged the designation of a public information officer at each Emergency Operations Center to handle

[137] *Katrina Panel Report* at 41.

[138] *Id.*

[139] We note that, in the Further Notice of Proposed Rulemaking adopted in the EAS proceeding on May 31, 2007, the Commission sought further comment on these issues. *See EAS News Release, supra.*

[140] In addition, in the EAS Second Report and Order, the Commission directed PSHSB to convene a meeting, or a series of meetings, as soon as possible to address providing emergency information to non-English speakers. *See EAS News Release, supra.*

[141] *Katrina Panel Report* at 41.

[142] *Id.*

media and public inquiries, emergency public information and warning, and other functions. The Panel advocates the formation of a Joint Information Center ("JIC") during large scale disasters.[143] The JIC would collocate representatives from federal, regional, state, local and/or tribal EOCs responsible for primary incident coordination responsibilities. The JIC would provide a mechanism to integrate public information activities from various jurisdictions and organizations and would include media operations.

109. We believe this issue is thoroughly addressed by the National Response Plan under Emergency Support Function #15—External Affairs and the Public Affairs Support Annex. ESF #15 ensures that sufficient federal assets are deployed to the field during a potential or actual Incident of National Significance to provide accurate, coordinated, and timely information to government, media, the private section and the local populace. This provides the resource support and mechanisms to implement the NRP Incident Communications Emergency Policy and Procedures described in the NRP Public Affairs Support Annex. The NRP Public Support Annex describes the interagency policies and procedures used to rapidly mobilize federal assets to prepare and deliver coordinated and sustained messages to the public in response to Incidents of National significance and other major domestic emergencies. In addition, the NRP Public Affairs Support Annex specifically addresses the formation of JICs.

110. The Katrina Panel recommended that the Commission should work with federal, state, and local agencies to ensure consistent and reliable emergency information through a consolidated and coordinated public information program. We note that state, tribal and local officials play a key role in forming messages as they are sent to the public. Nonetheless, we direct PSHSB to continue to work with DHS and state, tribal and local governments on the consolidation and coordination of public information as part of its supporting role under the NRP's ESF #15 and the Public Affairs Annex.[144]

E. Other Recommendations

111. Amateur Initiatives. Several amateur radio operators recommended changes to Part 97 of the Commission's rules which govern amateur radio. Many of the changes have already been implemented and thus require no further action. For example, the Commission recently eliminated Morse Code proficiency as a license qualification requirement,[145] an action supported by several commenters in this proceeding.[146] The Commission also previously decided to phase out RACES station licenses,[147] making proposed changes to rules relevant to

[143] *Id.* at 41-42.

[144] The Commission is a Support Agency for the NRP's ESF #2 which addresses communications. ESF #2 ensures the provision of Federal communications support to Federal, State, local, tribal and private-sector response efforts during an Incident of National Significance. This Emergency Support Function supplements the provisions of the National Plan for Telecommunications Support in On-Wartime Emergencies. Coordination of public information is not a function assigned to ESF #2.

[145] Amendment of Part 97 of the Commission's Rules to Implement WRC-03 Regulations Applicable to Requirements for Operator Licenses in the Amateur Radio Service, *Report and Order and Order on Reconsideration*, WT Docket No. 05-235, FCC 06-178 (released December 19, 2006).

[146] *See e.g.*,, Cline Comments at 1; Creal Comments, at 1; Walz Comments, at 1; Flynn Comments at 1; Wade Comments at 1-2; Sewell Comment at 1.

[147] *1998 Biennial Regulatory Review — Amendment of Part 97 of the Commission's Amateur Service Rules*, Report and Order, WT Docket No. 98-143, 15 FCC Rcd 315, 351, ¶63 (1999).

(continued....)

these licenses moot. Finally, the Commission previously clarified that Part 97 does not prohibit amateur radio operators who are emergency personnel engaged in disaster relief from using their amateur radio bands while in a paid duty status.[148] We also note that several recommendations made by amateur radio operators remain pending before the Commission and, accordingly, we take no action on those in this proceeding.[149] We do note that the amateur radio community played an important role in the aftermath of Hurricane Katrina and other disasters. Accordingly, we order PSHSB to include the amateur radio community in its outreach efforts.[150]

112. Low Power Broadcast Service Initiatives. Prometheus Radio Project and Amherst Alliance submitted a number of recommendations regarding the Low Power FM service as well as other low power broadcast services. Specifically, these commenters recommended that the Commission: (1) remind Congress that it has previously recommended that the statutory restrictions on adjacent channel spacing of Low Power FM stations should be repealed; (2) open a filing window for 10 watt LPFM license applications; (3) establish 250 watt LPFM stations; and (4) establish Low Power AM stations; and (5) resolve the LPFM rulemaking proceeding.[151] We will refer these issues to the Media Bureau for handling as appropriate.

113. Modification of "Substantial Service" Policies for NPCS Channels. The American Association of Paging Carriers (AAPC) asserts that the Commission should "modify its 'substantial service' policies governing Part 24 NPCS channels so that licensees leasing, disaggregating or partitioning NPCS spectrum for use by two-way paging systems for emergency communications, including leasing, disaggregating or partitioning spectrum for 'back haul' channels that can be paired with traditional 929/931 MHz paging channels, also will be deemed to be providing 'substantial service' on the spectrum retained by the NPCS licensee."[152] Because this issue relates to general construction policy, we will refer this issue to the Wireless Telecommunications Bureau for appropriate handling.

114. Designation of 700 MHz Spectrum for Critical Infrastructure. Some commenters recommend that the Commission designate a portion of the 700 MHz band for use by critical

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(...continued from previous page)

[148] Amendment of Part 97 of the Commission's Rules Governing the Amateur Radio Services, *Report and Order*, WT Docket No. 04-140, FCC 06-149 at para. 52 (released October 10, 2006).

[149] For example, we note that some commenters requested that the Commission adopt rules overriding bands of antennas used by amateur radio operators who are trained as emergency communicators. *See, e.g.*, Amherst Alliance Reply Comments at 8-11. We note that a petition for rulemaking has been filed separately on this issue and we will address this issue in the context of that filing. Other commenters raised issues that are part of the Commission's pending consideration of a Petition for Rulemaking filed by ARRL (RM 11306). Those issues will be addressed in that proceeding.

[150] We decline to take regulatory steps to protect the communications infrastructure from Electromagnetic Pulse ("EMP") attacks as recommended by amateur radio operators Nicholas Leggett and Donald Schellhardt. *See Leggett, et al. Comments*, at 1-12. The Commission has previously addressed and rejected such requests by Mr. Leggett and Mr. Schellhardt. Other government agencies, such as DHS and the National Institute of Standards and Technology are examining issues relating to EMP threats.

[151] *See e.g.*, Prometheus Radio Comments at 12-13; Amherst Alliance Reply Comments at 2-6.

[152] AAPC Comments at ii.

infrastructure industry use.[153] We will address this issue in the context of our 700 MHz proceedings.

115. CALEA Exemption for Temporary Ad Hoc Networks. Champaign Urbana Wireless Network *et al* asks that the Commission clarify that volunteers who build ad hoc networks in response to an emergency need not comply with CALEA. They state that, in response to Hurricane Katrina, volunteers created numerous wireless networks to provide needed Internet connectivity for Red Cross shelters and others in areas where Katrina destroyed or substantially degraded existing infrastructure. On completing construction of these ad hoc networks, the volunteers turned these networks over to local operators and move on to help others.

116. Champaign Urbana *et al* states that many of these ad hoc networks remained in operation for months and may still remain in operation today. They state that volunteers who generally did not maintain contact or provide any services for these networks once they turn them over to local operators. They state that these volunteers are not telecommunications carriers to whom CALEA generally applies and that these volunteers do not provide these services for hire. In addition, they state that these volunteers do not fall under the "substantial replacement provision" of the Act.

117. They request that the Commission establish a blanket waiver for *ad hoc* wireless networks created in response to a state of emergency; and that any liability that might arise for failure to comply with CALEA if the networks remain in operation after the emergency would not lie with those who created the network so long as they turned control over the network to others. To the extent the Commission determines that these volunteers are subject to CALEA, Champaign Urbana *et al* requests that the Commission provide a general waiver pursuant to its authority to exempt any "class or category of telecommunications carrier."

118. We do not have sufficient information in the record to justify grant of a blanket waiver as Champaign Urbana suggests. First it is not clear whether Champaign Urbana's request is for a blanket waiver of ad hoc temporary networks in all cases of emergencies, including those involving terrorist attacks. If so, such a waiver could actually impede law enforcement and thus hinder the purposes of CALEA. Moreover, we note that CALEA exemptions may only be granted after formal consultation with the U.S. Attorney General and that the Federal Bureau of Investigation (which formally has been designated by the Attorney General to handle CALEA obligations) has previously opposed granting blanket CALEA exemptions. For these reasons, we decline to issue a blanket waiver for these types of networks. Rather, we think the appropriate approach would be to review requests for exemptions of these types of networks (and the volunteers who construct them) on a case-by-case basis.

119. Closed Captioning and Telecommunications Relay Service Issues. Telecommunications for the Deaf and Hard of Hearing (TDI) recommends that: (1) broadcasters establish contracts or cooperative agreements among captioning providers to ensure that broadcasts can be captioned in the event of emergencies regardless of the emergency's

[153] UTC Reply Comments at 6.

location;[154] (2) captioning services personnel should be designated as essential personnel;[155] (3) the Commission require all Telecommunications Relay Service ("TRS") providers to have back-up power ready to operate for a minimum of 72 hours;[156] (4) the Commission should require that all TRS providers have contingency plans for transfer of calls from TRS centers that may be unable to operate due to catastrophic damage or overwhelming volume of calls from other centers;[157] and (5) all TRS personnel should be deemed essential personnel during emergencies.[158]

120. We direct CGB to consider these issues in an appropriate proceeding. In this regard, we note that, on December 29, 2006, the Commission released a Public Notice that provides steps that video programming distributors may take to obtain closed captioning services quickly in the event of an emergency.[159] With respect to TDI items (2) and (5), we note that the FCC has no jurisdiction over who is declared an "essential service provider," nonetheless we will direct PSHSB to work with DHS on this issue.

121. The American Association of People with Disabilities (AAPD) suggests that the Commission consider encouraging IP Relay and Video Relay Service (VRS) providers to develop solutions for handling emergency calls through TRS.[160] This issue was raised in the November 30, 2005 VRS 9-1-1 NPRM,[161] has been the subject of an E9-1-1 Disability Access Summit held at the Commission on November 15, 2006, and is pending before the Commission. CGB's Disability Rights Office and PSHSB will continue to work with the disability community and Internet-based TRS providers on these issues.[162]

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[154] Telecommunications for the Deaf and Hard of Hearing, Incorporated; American Association of People with Disabilities; Association of Late-Deafened Adults; California Coalition of Agencies Serving the Deaf and Hard of Hearing; Deaf & Hard of Hearing Consumer Advocacy Network; and National Association of the Deaf Reply Comments ("TDI Reply Comments") at 7.

[155] TDI Reply Comments at 14.

[156] The rules currently require that most TRS providers operate, 24 hours a day, seven days a week and that they have redundancy features similar to those in central offices, including uninterruptible power for emergency use. *See* 47 C.F.R. § 64.604(b)(4)(i-ii).

[157] TDI Comments at 14.

[158] *Id.*

[159] *See Obligation Of Video Programming Distributors To Make Emergency Information Accessible To Persons With Hearing Disabilities Using Closed Captioning*, DA 06-2627 (Public Notice) (released December 29, 2006).

[160] AAPD Comments at 2-3.

[161] *In the Matter of Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities*, (Notice of Proposed Rulemaking), CG Docket No. 03-123, 20 FCC Rcd 19476 (2005).

[162] Citing Section 255 of the Communications Act, AAPD urges the Commission to consider requiring captioning for PDAs, cell phones and other "converged" devices that have the ability to display text along with video. AAPD Comments at 2-3. Section 255, however, is restricted to "telecommunications service and equipment" devices, and not equipment such as televisions, iPods, etc. We also believe that extension of the closed captioning requirements to the types of devices mentioned by AAPD would require an amendment to the Television Decoder Circuitry Act of 1990, or other legislation by Congress.

IV. PROCEDURAL MATTERS

A. Final Regulatory Flexibility Act Analysis

122. As required by Section 603 of the Regulatory Flexibility Act (RFA), 5 U.S.C. § 604, the Commission has prepared a Final Regulatory Flexibility Analysis of the possible impact of the rule changes contained in this Order on small entities. The Final Regulatory Flexibility Act analysis is set forth in Appendix C, *infra*. The Commission's Consumer & Government Affairs Bureau, Reference Information Center, will send a copy of this Order, including the Final Regulatory Flexibility Act Analysis, to the Chief Counsel for Advocacy of the Small Business Administration.

B. Final Paperwork Reduction Act of 1995 Analysis

123. This Order contains new information collection requirements. The Commission, as part of its continuing effort to reduce paperwork burdens, invites the general public, the Office of Management and Budget ("OMB") and other Federal agencies to comment on the information collection requirements contained in this Order, as required by the Paperwork Reduction Act of 1995, Public Law 104-13. Public and agency comments are due 60 days from date of publication of the Order in the Federal Register. In addition, pursuant to the Small Business Paperwork Relief Act of 2002, Public Law 107-198, *see* 44 U.S.C. 3506(c)(4), we previously sought specific comment on how the Commission might "further reduce the information collection burden for small business concerns with fewer than 25 employees." In this present document, we have assessed the effects of requiring the analysis of 911 and E911 networks and the submission of a report on the resiliency and reliability of those networks, by LECs, CMRS providers required to comply with the wireless 911 rules, and interconnected VoIP service providers. We have specifically exempt LECs that meet the definition of a Class B company set forth in Section 32.11(b)(2) of our rules,[163] Tier III CMRS carriers, and interconnected VoIP service providers with annual revenues below the revenue threshold established pursuant to Section 32.11 of our rules from these requirements.[164] We find that this imposes minimal regulation on small entities to the extent consistent with our goal of advancing our public safety mission.

C. Congressional Review Act Analysis

124. The Commission will send a copy of this Order in a report to be sent to Congress and the Government Accountability Office pursuant to the Congressional Review Act, *see* 5 U.S.C. 801(a)(1)(A).

D. Alternative Formats

125. Alternative formats (computer diskette, large print, audio cassette, and Braille) are available to persons with disabilities by sending an e-mail to FCC504@fcc.gov or calling the Consumer and Governmental Affairs Bureau at (202) 418-0530, TTY (202) 418-0432.

[163] *See supra* n.102 and n.128.

[164] *See supra* n.103 and n.129.

V. ORDERING CLAUSES

126. Accordingly, IT IS ORDERED, pursuant to the authority contained in Sections 1, 4(i)-(k), 4(o), 5(c), 201, 214(a), 218, 219, 271, 272, 301, 303(g), 303(j), 303(r), 332, 403, 621(b)(3), and 621(d) of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151, 154(i)-(k), 154(o), 155(c), 201, 214(a), 218, 219, 271, 272, 301, 303(g), 303(j), 303(r), 332, 403, 541(b)(3), and 541(d), that this Order in EB Docket No. 06-119 and WC Docket No. 06-63 IS ADOPTED and that the Commission's Rules are amended as set forth in Appendix B. The rules adopted in this Order shall become effective 30 days after publication in the Federal Register, except that the new information collection requirement contained in Appendix B will not become effective prior to OMB approval. The reports on the redundancy, resiliency and reliability of 911 and E911 networks are due 120 days from the date that the Commission or its staff announces activation of the OMB-approved reporting process. The remainder of this Order shall become effective upon the release date of this Order, except as noted in ¶ 128.

127. IT IS FURTHER ORDERED that the Commission's Public Safety and Homeland Security Bureau, Consumer and Governmental Affairs Bureau and Office of Engineering and Technology take action as directed in this Order. The Commission's Public Safety and Homeland Security Bureau shall report to the Commission on its efforts three months from the date of release of this Order and nine months from the date of release of this Order.

128. IT IS FURTHER ORDERED that the Special Temporary Authority and waiver of Section 272 of the Act and its implementing rules to allow AT&T, Verizon and Qwest to share non-public, Bell Operating Company (BOC) network information with their Section 272 and other affiliates, as necessary to engage in integrated disaster recovery planning, IS EXTENDED to a one year period ending April 20, 2008 for AT&T[165] and to June 9, 2008 for Verizon and Qwest, effective on the date of release of this Order.

[165] AT&T's relief was originally scheduled to expire on April 20, 2007, but was extended by PSHSB to April 27, 2007. In light of this, we grant AT&T's extension *nunc pro tunc* back to April 27, 2007.

129. IT IS FURTHER ORDERED that the Commission's Consumer and Governmental Affairs Bureau, Reference Information Center, SHALL SEND a copy of this Order, including the Final Regulatory Flexibility Analysis, to the Chief Counsel for Advocacy of the Small Business Administration.

FEDERAL COMMUNICATIONS COMMISSION

Marlene Dortch

Secretary

APPENDIX A

List of Commenters

Comments in EB Docket No. 06-119

Comments

1. Agile Communications Group
2. Alabama Broadcasters Association, Florida Association of Broadcasters
3. Louisiana Association of Broadcasters and the Mississippi Association of Broadcasters
4. Alliance for Telecommunications Industry Solutions
5. American Association of Paging Carriers
6. American Association of People with Disabilities[1]
7. American Association of State Highway and Transportation Officials
8. American Petroleum Institute
9. ARINC
10. Association of Public-Safety Communications Officials – International, Inc.
11. Association of Public Television Stations
12. AT&T Inc.
13. Batteiger, Allan R.
14. Bechtel National Inc., Federal Telecoms
15. BellSouth Corporation
16. California Department of Transportation
17. Candell, Michael C.
18. Champaign Urbana Wireless Network, Texas ISP Association, Association for Community Networking & Acorn Active Media
19. Chandler, Charles
20. Cingular Wireless LLC
21. Cisco Systems, Inc.
22. Cleco Corporation
23. Cline, Michael
24. Comcare Emergency Response Alliance
25. Comcast Corporation
26. Consumer Electronics Association
27. Cox, Mickey D.
28. Creal, Robert R.
29. CTIA – The Wireless Association
30. Cyren Call Communications Corporation
31. Delaware Emergency Management Agency
32. Dye, Brad and Mercer, Ron
33. Enhanced 911 Program of the State of Washington
34. Erickson, Ronald Dale
35. Finnstrom, Rick
36. First Response Coalition

[1] These comments were filed on August 17, 2006, ten days after the August 7, 2006 comment due date.

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37. Flynn, James C. Jr.
38. Francisco, Albert K.
39. Gorham, Gold, Greenwich and Associates, LLC
40. Hamel, Patrick E.
41. Hampton, Rickey L.[2]
42. Hams for Action
43. Headrick, Loyd C.
44. Hejl, Robert
45. Holmes, Adolph
46. Hunt, J. Kevin, Esq. (filed jointly with the Oregon City Disaster Services)
47. Independent Spanish Broadcasters Association, Office of Communications of the United Church of Church and the Minority Media and Telecommunications Council
48. Inmarsat Ventures Limited
49. International Association of Fire Chiefs, Inc. and the International Municipal Signal Association
50. Interstate Wireless, Inc.
51. Intrado, Inc.
52. Iridium Satellite LLC
53. Isaachsen, Alan
54. Keown, Malcolm P.
55. Leggett, Nicholas E and Shellhardt, Donald J.
56. Lowenthal, Joseph A.
57. Lucent Technologies, Inc.
58. M2Z Networks, Inc.
59. M/A-Com, Inc.
60. Maddocks, Hugh C.
61. Martin, Richard T.
62. McVey, W. Lee
63. Meinrath, Sascha D.
64. Merritt, Harold F.
65. Miller, Jeffrey
66. Mississippi Authority for Educational Television
67. Mobile Satellite Ventures Subsidiary LLC
68. Motorola, Inc.
69. Murray, Gerald W.
70. National Association of Broadcasters
71. National Association of State EMS Officials
72. National Cable & Telecommunications Association, Louisiana Cable & Telecommunications Association and the Mississippi Cable Telecommunications Association
73. National Emergency Number Association
74. National Public Safety Telecommunications Council
75. National Rural Electric Cooperative Association
76. National Sheriffs' Association
77. New York State Department of Public Service

[2] These comments were filed on August 8, 2006, one day after the August 7, 2006 comment due date.

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78. Northeast Utilities
79. NTI Group, Inc.
80. PacketHop, Inc.
81. Plasters, Paul
82. Prometheus Radio Project
83. Public Service Commission of the State of Missouri
84. Puerto Rico Telephone Company, Inc.
85. Pulver.com/Evslin Consulting
86. Qwest Services Corporation
87. Randall, James L.
88. Redden, Clay
89. Rural Cellular Association
90. Russell, James
91. Sastry, Ambatipudi
92. Satellite Industry Association
93. Schellhardt, Don
94. Schumpert, Doug
95. Scott, Benson
96. Sewell, Alvain Dale
97. Sherman, Jared
98. Smith, Steven L.
99. Society for the Preservation of Amateur Radio
100. SouthernLINC Wireless
101. Sprint Nextel Corporation
102. SquareLoop, Inc.
103. St. Tammany Parish Communications District I
104. St. Tammany Parish Office of the President
105. Staats, Wayne P.
106. Tennessee Statewide Interoperability Executive
107. Texas Commission on State Emergency Communications and the Texas 9-1-1 Alliance
108. Tropos Networks
109. United States Telecom Association
110. Unrath, John
111. USA Mobility, Inc.
112. U.S. Department of Homeland Security
113. USMSS, Inc.
114. Verizon
115. Wade, Martin David
116. Walz, Danial L.
117. Whitman, Alan
118. Wooddell, Jim
119. Young, Charles[3]
120. Young, Stan

Reply Comments

[3] These comments were filed one day after the August 7, 2006 initial comment deadline.

1. Alabama Power Company, Georgia Power Company, Gulf
2. Power Company, Mississippi Power Company, SouthernLINC Wireless and Southern Company Services
3. Amherst Alliance
4. AT&T, Inc.
5. Altaphon, Inc.[4]
6. BellSouth Corporation
7. Consumers Energy Company and Excel Energy Services, Inc.
8. Cox Enterprises, Inc.
9. Cyren Call Communications Corporation
10. Enterprise Wireless Alliance
11. GlobalStar, Inc.
12. Gorham, Gold, Greenwich & Associates, LLC
13. Hatch, Larry
14. Martin, Richard T.
15. M/A Com, Inc.[5]
16. McVey, W. Lee
17. Named State Broadcasters Association[6]
18. Space Data Corporation
19. TDS Telecommunications Corp.
20. Telecommunications for the Deaf and Hard of Hearing, Inc., American Association of People with Disabilities, Association of Late-Deafened Adults; California Coalition of Agencies Serving the Deaf And Hard of Hearing; Deaf & Hard of Hearing Consumer Advocacy Network and National Association of the Deaf
21. T-Mobile USA, Inc.
22. Union Telephone Company
23. United States Telecom Association
24. United Telecom Council

[4] These reply comments were filed on August 23, 2006, two days following the August 21, 2006 reply comment filing deadline.

[5] These reply comments were filed on August 22, 2006, one day following the August 21, 2006 reply comment filing deadline.

[6] Commenters jointly expressing comments as the Named State Broadcasters Association: Alaska Broadcasters Association, Arizona Broadcasters Association, Arkansas Broadcasters Association, California Broadcasters Association, Colorado Broadcasters Association, Connecticut Broadcasters Association, Illinois Broadcasters Association, Indiana Broadcasters Association, Kansas Association of Broadcasters, Kentucky Broadcasters Association, Maine Association of Broadcasters, MD/DC/DE Broadcasters Association, Massachusetts Broadcasters Association, Michigan Association of Broadcasters, Nevada Broadcasters Association, New Hampshire Association of Broadcasters, New Jersey Broadcasters Association, New Mexico Broadcasters Association, The New York State Broadcasters Association, Inc., North Dakota Broadcasters Association, Oklahoma Association of Broadcasters, Oregon Association of Broadcasters, Pennsylvania Association of Broadcasters, Rhode Island Broadcasters Association, South Carolina Broadcasters Association, Tennessee Association of Broadcasters, Texas Association of Broadcasters, Utah Broadcasters Association, Vermont Association of Broadcasters, Washington State Association of Broadcasters, Wisconsin Broadcasters Association, and Wyoming Association of Broadcasters. In an August 28, 2006 letter, the Minnesota Broadcasters Association and Missouri Broadcasters Association expresses their support of the Reply Comments of the Named State Broadcasters Association and asks the Commission to add their names to the Comments of the Named State Broadcasters Association.

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25. Verizon

Ex Parte

1. Agile Communications Group
2. Alliance for Telecommunications Industry Solutions
3. AT&T, Inc.[7]
4. Austin Wireless/Campaign-Urbana Wireless Network/Media Access Project
5. CTIA – The Wireless Association
6. Minnesota Broadcasters Association and Missouri Broadcasters Association
7. National Emergency Number Association
8. National Telecommunications and Information Administration
9. NTI Group[8]
10. Pinellas County Emergency Communications Department
11. Pittman Broadcasting Services, LLC
12. Pulver.com
13. Rosum Corporation
14. State of New York Department of Public Service, New Jersey Board of Public Utilities, Connecticut Department of Public Utility Control, Center for Technology in Government at the University of Albany, National Communications System and the National Coordinating Center.
15. New York State Department of Public Service, the Connecticut Department of Public Utility Control, the Center for Technology in Government at the University of Albany, New York Emergency Management Office, New York Office of Cyber Security and Critical Infrastructure, New York Office of Homeland Security, ChicagoFIRST, AT&T Communications of NY, Inc., and Sprint Nextel Corporation.
16. United Telecom Council
17. USA Mobility
18. Verizon[9]

[7] AT&T Inc. filed separate ex parte filings on April 19, 2007 and April, 23, 2007, respectively.

[8] NTI Group filed a total of five separate ex parte filings. NTI Group filed separate filings on October 30, 2006, May 21, 2007 and May 23, 2007, respectively; and NTI Group filed two separate filings on May 24, 2007.

[9] Verizon filed two separate ex parte filings on April 30, 2007.

APPENDIX B

Final Rules

For the reasons discussed in the preamble, the Federal Communications Commission creates new Part 12 of Chapter I of Title 47 of the Code of Federal Regulations (C.F.R.) as follows:

PART 12 – REDUNDANCY OF COMMUNICATIONS SYSTEMS

12.1 Purpose.

12.2 Backup Power.

12.3 911 and E911 Analyses and Reports

Authority: Sections 1, 4(i), 4(j), 4(o), 5(c), 218, 219, 301, 303(g), 303(j), 303(r), 332, 403, 621(b)(3), and 621(d) of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151, 154(i), 154(j), 154(o), 155(c), 218, 219, 301, 303(g), 303(j), 303(r), 332, 403, 621(b)(3), and 621(d), unless otherwise noted.

§ 12.1 Purpose.

These rules include requirements that will help ensure the resiliency, redundancy and reliability of communications systems, particularly 911 and E911 networks and/or systems.

§ 12.2 Backup Power.

Local exchange carriers (LECs), including incumbent LECS (ILECs) and competitive LECs (CLECs), and commercial mobile radio service (CMRS) providers must have an emergency backup power source for all assets that are normally powered from local AC commercial power,

including those inside central offices, cell sites, remote switches and digital loop carrier system remote terminals. LECs and CMRS providers should maintain emergency back-up power for a minimum of 24 hours for assets inside central offices and eight hours for cell sites, remote switches and digital loop carrier system remote terminals that are normally powered from local AC commercial power. LECs that meet the definition of a Class B company as set forth in Section 32.11(b)(2) of the Commission's rules and non-nationwide CMRS providers with no more than 500,000 subscribers are exempt from this rule.

§ 12.3 911 and E911 Analyses and Reports.

The following entities must analyze their 911 and E911 networks and/or systems and provide a detailed report to the Commission on the redundancy, resiliency, and reliability of those networks and/or systems: (1) local exchange carriers (LECs), including incumbent LECs (ILECS) and competitive LECs (CLECs); (2) commercial mobile radio service providers required to comply with the wireless 911 rules set forth in Section 20.18 of the Commission's rules; and (3) interconnected Voice over Internet Protocol (VoIP) service providers. LECs that meet the definition of a Class B company set forth in Section 32.11(b)(2) of the Commission's rules, non-nationwide commercial mobile radio service providers with no more than 500,000 subscribers at the end of 2001, and interconnected VoIP service providers with annual revenues below the revenue threshold established pursuant to Section 32.11 of the Commission's rules are exempt from this rule.

(a) The Public Safety and Homeland Security Bureau (PSHSB) has the delegated authority to implement and activate a process through which these reports will be submitted, including the authority to establish the specific data that will be required. Where relevant, these reports should include descriptions of the steps the service providers intend to take to ensure

diversity and dependability in their 911 and E911 networks and/or systems, including any plans they have to migrate those networks and/or systems to a next generation Internet Protocol-based E911 platform.

(b) These reports are due 120 days from the date that the Commission or its staff announces activation of the 911 network and system reporting process.

(c) Reports filed under this Part will be presumed to be confidential. These reports will be shared with The National Emergency Number Association, The Association of Public Safety Communications Officials, and The National Association of State 9-1-1 Administrators only pursuant to a protective order. PSHSB has the delegated authority to issue such protective orders. All other access to these reports must be sought pursuant to procedures set forth in 47 C.F.R. § 0.461. Notice of any requests for inspection of these reports will be provided to the filers of the reports pursuant to 47 C.F.R. § 0.461(d)(3).

APPENDIX C

Final Regulatory Flexibility Analysis

1. As required by the Regulatory Flexibility Act of 1980, as amended (RFA),[1] an Initial Regulatory Flexibility Analysis (IRFA) was incorporated in the Notice of Proposed Rulemaking *(Notice)* in EB Docket No. 06-119.[2] The Commission sought written public comment on the proposals in this docket, including comment on the IRFA. This Final Regulatory Flexibility Analysis (FRFA) conforms to the RFA.[3]

A. Need for, and Objectives of, the Rules

2. In this Order, we adopt a rule that requires local exchange carriers (LECs), other than those that meet the definition of a Class B company as set forth in Section 32.11(b)(2) of the Commission's rules,[4] and commercial mobile radio service (CMRS) providers, other than non-nationwide CMRS providers with no more than 500,000 subscribers, to have an emergency backup power source for all assets that are normally powered from local AC commercial power, including those inside central offices, cell sites, remote switches and digital loop carrier system remote terminals. We also adopt a rule that requires the analysis of 911 and E911 networks and systems and detailed reporting to the Commission of the redundancy, resiliency and reliability of those networks and systems by: (1) LECs, including incumbent LECs (ILECs) and competitive LECs (CLECs); (2) commercial wirelesss service providers required to comply with the wireless 911 rules set forth in Section 20.18 of the Commission's rules;[5] and (3) interconnected Voice over Internet Protocol (VoIP) service providers. LECs that meet the definition of a Class B company set forth in Section 32.11(b)(2) of the Commission's rules, non-nationwide commercial mobile radio service providers with no more than 500,000 subscribers at the end of 2001, and interconnected VoIP service providers with annual revenues below the revenue threshold established pursuant to Section 32.11 of the Commission's rules are exempt from this rule.

3. These rules, which are part of a broader initiative taken with this Order to implement several of the recommendations made by the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks (Katrina Panel), will promote communications readiness and preparedness for future natural disasters and other emergencies. The measures taken today will also facilitate more effective and efficient recovery efforts in the

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[1] *See* 5 U.S.C. § 603. The RFA, *see* 5 U.S.C. §§ 601-12, has been amended by the Small Business Regulatory Enforcement Fairness Act of 1996 (SBREFA), Pub. L. No. 104-121, Title II, 110 Stat. 857 (1996).

[2] *See* Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks, *Notice of Proposed Rulemaking*, 21 FCC Rcd 7320, 7330, Appendix A. (2006).

[3] *See* 5 U.S.C. § 604.

[4] Section 32.11 provides that Class B companies are those companies that have annual revenues from regulated telecommunications operations that are less than the indexed revenue threshold. 47 C.F.R. § 32.11(b)(2). The Wireline Competition Bureau recently announced that the 2006 revenue threshold for Class A to Class B companies is $134 million. *Public Notice*, "Annual Adjustment of Revenue Thresholds," DA 07-1706 (WCB, April 12, 2007). Although Section 32.11, by its terms, applies only to ILECs, we are applying the same revenue categories to CLECs for the purpose of the exception to this requirement.

[5] 47 C.F.R. § 20.18.

wake of such events. These actions will advance efforts to save lives and protect property in the event of a natural disaster or other emergency.

B. Summary of Significant Issues Raised by Public Comments in Response to the IRFA

4. No comments specifically addressed the IRFA.

C. Description and Estimate of the Number of Small Entities to Which the Rules Will Apply

5. The RFA directs agencies to provide a description of, and, where feasible, an estimate of, the number of small entities that may be affected by the rules adopted herein.[6] The RFA generally defines the term "small entity" as having the same meaning as the terms "small business," "small organization," and "small governmental jurisdiction."[7] In addition, the term "small business" has the same meaning as the term "small business concern" under the Small Business Act.[8] A "small business concern" is one which: (1) is independently owned and operated; (2) is not dominant in its field of operation; and (3) satisfies any additional criteria established by the Small Business Administration (SBA).[9]

6. Nationwide, there are a total of approximately 22.4 million small businesses, according to SBA data.[10] A "small organization" is generally "any not-for-profit enterprise which is independently owned and operated and is not dominant in its field."[11] Nationwide, as of 2002, there were approximately 1.6 million small organizations.[12] The term "small governmental jurisdiction" is defined generally as "governments of cities, towns, townships, villages, school districts, or special districts, with a population of less than fifty thousand."[13] Census Bureau data for 2002 indicate that there were 87,525 local governmental jurisdictions in the United States.[14] We estimate that, of this total, 84,377 entities were "small governmental jurisdictions."[15] Thus, we estimate that most governmental jurisdictions are small.

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[6] 5 U.S.C. § 604(a)(3).

[7] 5 U.S.C. § 601(6).

[8] 5 U.S.C. § 601(3) (incorporating by reference the definition of "small-business concern" in the Small Business Act, 15 U.S.C. § 632). Pursuant to 5 U.S.C. § 601(3), the statutory definition of a small business applies "unless an agency, after consultation with the Office of Advocacy of the Small Business Administration and after opportunity for public comment, establishes one or more definitions of such term which are appropriate to the activities of the agency and publishes such definition(s) in the Federal Register." 5 U.S.C. § 601(3).

[9] 15 U.S.C. § 632.

[10] *See* SBA, Programs and Services, SBA Pamphlet No. CO-0028, at page 40 (July 2002).

[11] 5 U.S.C. § 601(4).

[12] Independent Sector, The New Nonprofit Almanac & Desk Reference (2002).

[13] 5 U.S.C. § 601(5).

[14] U.S. Census Bureau, Statistical Abstract of the United States: 2006, Section 8, page 272, Table 415.

[15] We assume that the villages, school districts, and special districts are small, and total 48,558. *See* U.S. Census Bureau, Statistical Abstract of the United States: 2006, section 8, page 273, Table 417. For 2002, Census Bureau data indicate that the total number of county, municipal, and township governments nationwide was 38,967, of which 35,819 were small. *Id.*

7. In the following paragraphs, the Commission further describes and estimates the number of small entity licensees that may be affected by the rules the Commission adopts in this Order. The rule changes affect LECs, including both incumbent LECs (ILECS) and competitive LECs (CLECs), CMRS providers, and interconnected VoIP service providers.

8. Since this Order applies to multiple services, this FRFA analyzes the number of small entities affected on a service-by-service basis. In the case of CMRS providers, when identifying small entities that could be affected by the Commission's new rules, this FRFA provides information that describes auctions results, including the number of small entities that were winning bidders. However, the number of winning bidders that qualify as small businesses at the close of an auction does not necessarily reflect the total number of small entities currently in a particular service. The Commission does not generally require that licensees later provide business size information, except in the context of an assignment or a transfer of control application that involves unjust enrichment issues.

9. *Cellular Licensees*. The SBA has developed a small business size standard for small businesses in the category "Cellular and Other Wireless Telecommunications."[16] Under that SBA category, a business is small if it has 1,500 or fewer employees.[17] For the census category of "Cellular and Other Wireless Telecommunications," Census Bureau data for 2002 show that there were 1,397 firms in this category that operated for the entire year.[18] Of this total, 1,378 firms had employment of 999 or fewer employees, and 19 firms had employment of 1,000 employees or more.[19] Thus, under this category and size standard, the majority of firms can be considered small.

10. *Broadband Personal Communications Service*. The broadband Personal Communications Service (PCS) spectrum is divided into six frequency blocks designated A through F, and the Commission has held auctions for each block. The Commission has created a small business size standard for Blocks C and F as an entity that has average gross revenues of less than $40 million in the three previous calendar years.[20] For Block F, an additional small business size standard for "very small business" was added and is defined as an entity that, together with its affiliates, has average gross revenues of not more than $15 million for the preceding three calendar years.[21] These small business size standards, in the context of

[16] 13 C.F.R. § 121.201, North American Industry Classification System (NAICS) code 517212.

[17] *Id.*

[18] U.S. Census Bureau, 2002 Economic Census, Subject Series: Information, "Establishment and Firm Size (Including Legal Form of Organization," Table 5, NAICS code 517212 (issued Nov. 2005).

[19] *Id.* The census data do not provide a more precise estimate of the number of firms that have employment of 1,500 or fewer employees; the largest category provided is for firms with "1000 employees or more."

[20] *See* Amendment of Parts 20 and 24 of the Commission's Rules – Broadband PCS Competitive Bidding and the Commercial Mobile Radio Service Spectrum Cap, *Report and Order*, 11 FCC Rcd 7824, 7850-7852 ¶¶ 57-60 (1996); *see also* 47 C.F.R. § 24.720(b).

[21] *See* Amendment of Parts 20 and 24 of the Commission's Rules – Broadband PCS Competitive Bidding and the Commercial Mobile Radio Service Spectrum Cap, *Report and Order*, 11 FCC Rcd 7824, 7852 ¶ 60.

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broadband PCS auctions, have been approved by the SBA.[22] No small businesses within the SBA-approved small business size standards bid successfully for licenses in Blocks A and B. There were 90 winning bidders that qualified as small entities in the C Block auctions. A total of 93 "small" and "very small" business bidders won approximately 40 percent of the 1,479 licenses for Blocks D, E, and F.[23] On March 23, 1999, the Commission reauctioned 155 C, D, E, and F Block licenses; there were 113 small business winning bidders.[24] On January 26, 2001, the Commission completed the auction of 422 C and F PCS licenses in Auction 35.[25] Of the 35 winning bidders in this auction, 29 qualified as "small" or "very small" businesses. Subsequent events concerning Auction 35, including judicial and agency determinations, resulted in a total of 163 C and F Block licenses being available for grant.

11. *Specialized Mobile Radio.* The Commission awards "small entity" bidding credits in auctions for Specialized Mobile Radio (SMR) geographic area licenses in the 800 MHz and 900 MHz bands to firms that had revenues of no more than $15 million in each of the three previous calendar years.[26] The Commission awards "very small entity" bidding credits to firms that had revenues of no more than $3 million in each of the three previous calendar years.[27] The SBA has approved these small business size standards for the 900 MHz Service.[28] The Commission has held auctions for geographic area licenses in the 800 MHz and 900 MHz bands. The 900 MHz SMR auction began on December 5, 1995, and closed on April 15, 1996. Sixty bidders claiming that they qualified as small businesses under the $15 million size standard won 263 geographic area licenses in the 900 MHz SMR band. The 800 MHz SMR auction for the upper 200 channels began on October 28, 1997, and was completed on December 8, 1997. Ten bidders claiming that they qualified as small businesses under the $15 million size standard won 38 geographic area licenses for the upper 200 channels in the 800 MHz SMR band.[29] A second auction for the 800 MHz band was held on January 10, 2002 and closed on January 17, 2002 and included 23 BEA licenses. One bidder claiming small business status won five licenses.[30]

12. The auction of the 1,050 800 MHz SMR geographic area licenses for the General Category channels began on August 16, 2000, and was completed on September 1, 2000. Eleven

[22] *See* Letter to Amy Zoslov, Chief, Auctions and Industry Analysis Division, Wireless Telecommunications Bureau, Federal Communications Commission, from Aida Alvarez, Administrator, Small Business Administration, dated December 2, 1998.

[23] FCC News, "Broadband PCS, D, E and F Block Auction Closes," No. 71744 (rel. January 14, 1997).

[24] *See* "C, D, E, and F Block Broadband PCS Auction Closes," *Public Notice*, 14 FCC Rcd 6688 (WTB 1999).

[25] *See* "C and F Block Broadband PCS Auction Closes; Winning Bidders Announced," *Public Notice*, 16 FCC Rcd 2339 (2001).

[26] 47 C.F.R. § 90.814(b)(1).

[27] *Id.*

[28] *See* Letter to Thomas Sugrue, Chief, Wireless Telecommunications Bureau, Federal Communications Commission, from Aida Alvarez, Administrator, Small Business Administration, dated August 10, 1999. The Commission notes that, although a request was also sent to the SBA requesting approval for the small business size standard for 800 MHz, approval is still pending.

[29] *See* "Correction to Public Notice DA 96-586 'FCC Announces Winning Bidders in the Auction of 1020 Licenses to Provide 900 MHz SMR in Major Trading Areas,'" *Public Notice*, 18 FCC Rcd 18367 (WTB 1996).

[30] *See* "Multi-Radio Service Auction Closes," *Public Notice*, 17 FCC Rcd 1446 (WTB 2002).

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bidders won 108 geographic area licenses for the General Category channels in the 800 MHz SMR band qualified as small businesses under the $15 million size standard. In an auction completed on December 5, 2000, a total of 2,800 Economic Area licenses in the lower 80 channels of the 800 MHz SMR service were sold. Of the 22 winning bidders, 19 claimed "small business" status and won 129 licenses. Thus, combining all three auctions, 40 winning bidders for geographic licenses in the 800 MHz SMR band claimed status as small business.

13. In addition, there are numerous incumbent site-by-site SMR licensees and licensees with extended implementation authorizations in the 800 and 900 MHz bands. The Commission does not know how many firms provide 800 MHz or 900 MHz geographic area SMR pursuant to extended implementation authorizations, nor how many of these providers have annual revenues of no more than $3 million or $15 million (the special small business size standards), or have no more than 1,500 employees (the generic SBA standard for wireless entities, discussed, *supra*). One firm has over $15 million in revenues. The Commission assumes, for purposes of this analysis, that all of the remaining existing extended implementation authorizations are held by small entities.

14. *Advanced Wireless Services.* In the *AWS-1 Report and Order*, the Commission adopted rules that affect applicants who wish to provide service in the 1710-1755 MHz and 2110-2155 MHz bands.[31] The *AWS-1 Report and Order* defines a "small business" as an entity with average annual gross revenues for the preceding three years not exceeding $40 million, and a "very small business" as an entity with average annual gross revenues for the preceding three years not exceeding $15 million. The *AWS-1 Report and Order* also provides small businesses with a bidding credit of 15 percent and very small businesses with a bidding credit of 25 percent.

15. *Incumbent Local Exchange Carriers (Incumbent LECs).* As noted above, a "small business" under the RFA is one that, *inter alia*, meets the pertinent small business size standard (*e.g.*, a telephone communications business having 1,500 or fewer employees), and "is not dominant in its field of operation."[32] The SBA's Office of Advocacy contends that, for RFA purposes, small incumbent LECs are not dominant in their field of operation because any such dominance is not "national" in scope.[33] We have therefore included small incumbent local exchange carriers in this RFA analysis, although we emphasize that this RFA action has no effect on Commission analyses and determinations in other, non-RFA contexts. Neither the Commission nor the SBA has developed a small business size standard specifically for incumbent local exchange services. The appropriate size standard under SBA rules is for the category Wired Telecommunications Carriers. Under that size standard, such a business is small if it has 1,500 or fewer employees.[34] According to Commission data,[35] 1,303 carriers have

[31] Service Rules for Advanced Wireless Services in the 1.7 GHz and 2.1 GHz Bands, WT Docket No. 02-353, *Report and Order*, 18 FCC Rcd 25162 (2003) (*AWS-1 Report and Order*).

[32] 15 U.S.C. § 632.

[33] Letter from Jere W. Glover, Chief Counsel for Advocacy, SBA, to William E. Kennard, Chairman, FCC (May 27, 1999). The Small Business Act contains a definition of "small-business concern," which the RFA incorporates into its own definition of "small business." *See* 15 U.S.C. § 632(a) (Small Business Act); 5 U.S.C. § 601(3) (RFA). SBA regulations interpret "small business concern" to include the concept of dominance on a national basis. *See* 13 C.F.R. § 121.102(b).

[34] 13 C.F.R. § 121.201, NAICS code 517110.

[35] *Trends in Telephone Service*, Table 5.3.

reported that they are engaged in the provision of incumbent local exchange services. Of these 1,303 carriers, an estimated 1,020 have 1,500 or fewer employees and 283 have more than 1,500 employees. Consequently, the Commission estimates that most providers of incumbent local exchange service are small businesses that may be affected by our proposed rules.

16. *Competitive Local Exchange Carriers (Competitive LECs), Competitive Access Providers (CAPs), "Shared-Tenant Service Providers," and "Other Local Service Providers."* Neither the Commission nor the SBA has developed a small business size standard specifically for these service providers. The appropriate size standard under SBA rules is for the category Wired Telecommunications Carriers. Under that size standard, such a business is small if it has 1,500 or fewer employees.[36] According to Commission data,[37] 769 carriers have reported that they are engaged in the provision of either competitive access provider services or competitive local exchange carrier services. Of these 769 carriers, an estimated 676 have 1,500 or fewer employees and 93 have more than 1,500 employees. In addition, 12 carriers have reported that they are "Shared-Tenant Service Providers," and all 12 are estimated to have 1,500 or fewer employees. In addition, 39 carriers have reported that they are "Other Local Service Providers." Of the 39, an estimated 38 have 1,500 or fewer employees and one has more than 1,500 employees. Consequently, the Commission estimates that most providers of competitive local exchange service, competitive access providers, "Shared-Tenant Service Providers," and "Other Local Service Providers" are small entities that may be affected by our proposed rules.

17. *Cable and Other Program Distribution.* The Census Bureau defines this category as follows: "This industry comprises establishments primarily engaged as third-party distribution systems for broadcast programming. The establishments of this industry deliver visual, aural, or textual programming received from cable networks, local television stations, or radio networks to consumers via cable or direct-to-home satellite systems on a subscription or fee basis. These establishments do not generally originate programming material."[38] The SBA has developed a small business size standard for Cable and Other Program Distribution, which is: all such firms having $13.5 million or less in annual receipts.[39] According to Census Bureau data for 2002, there were a total of 1,191 firms in this category that operated for the entire year.[40] Of this total, 1,087 firms had annual receipts of under $10 million, and 43 firms had receipts of $10 million or more but less than $25 million.[41] Thus, under this size standard, the majority of firms can be considered small.

18. *Cable Companies and Systems.* The Commission has also developed its own small business size standards, for the purpose of cable rate regulation. Under the Commission's

[36] 13 C.F.R. § 121.201, NAICS code 517110.

[37] *Trends in Telephone Service*, Table 5.3.

[38] U.S. Census Bureau, 2002 NAICS Definitions, "517510 Cable and Other Program Distribution"; http://www.census.gov/epcd/naics02/def/NDEF517.HTM.

[39] 13 C.F.R. § 121.201, NAICS code 517510.

[40] U.S. Census Bureau, 2002 Economic Census, Subject Series: Information, Table 4, Receipts Size of Firms for the United States: 2002, NAICS code 517510 (issued November 2005).

[41] *Id.* An additional 61 firms had annual receipts of $25 million or more.

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rules, a "small cable company" is one serving 400,000 or fewer subscribers, nationwide.[42] Industry data indicate that, of 1,076 cable operators nationwide, all but eleven are small under this size standard.[43] In addition, under the Commission's rules, a "small system" is a cable system serving 15,000 or fewer subscribers.[44] Industry data indicate that, of 7,208 systems nationwide, 6,139 systems have under 10,000 subscribers, and an additional 379 systems have 10,000-19,999 subscribers.[45] Thus, under this second size standard, most cable systems are small.

19. *Cable System Operators.* The Communications Act of 1934, as amended, also contains a size standard for small cable system operators, which is "a cable operator that, directly or through an affiliate, serves in the aggregate fewer than 1 percent of all subscribers in the United States and is not affiliated with any entity or entities whose gross annual revenues in the aggregate exceed $250,000,000."[46] The Commission has determined that an operator serving fewer than 677,000 subscribers shall be deemed a small operator, if its annual revenues, when combined with the total annual revenues of all its affiliates, do not exceed $250 million in the aggregate.[47] Industry data indicate that, of 1,076 cable operators nationwide, all but ten are small under this size standard.[48] We note that the Commission neither requests nor collects information on whether cable system operators are affiliated with entities whose gross annual revenues exceed $250 million,[49] and therefore we are unable to estimate more accurately the number of cable system operators that would qualify as small under this size standard.

20. *Internet Service Providers.* The SBA has developed a small business size standard for Internet Service Providers (ISPs). ISPs "provide clients access to the Internet and generally provide related services such as web hosting, web page designing, and hardware or software consulting related to Internet connectivity."[50] Under the SBA size standard, such a

[42] 47 C.F.R. § 76.901(e). The Commission determined that this size standard equates approximately to a size standard of $100 million or less in annual revenues. *Implementation of Sections of the 1992 Cable Act: Rate Regulation*, Sixth Report and Order and Eleventh Order on Reconsideration, 10 FCC Rcd 7393, 7408 (1995).

[43] These data are derived from: R.R. Bowker, *Broadcasting & Cable Yearbook 2006*, "Top 25 Cable/Satellite Operators," pages A-8 & C-2 (data current as of June 30, 2005); Warren Communications News, *Television & Cable Factbook 2006*, "Ownership of Cable Systems in the United States," pages D-1805 to D-1857.

[44] 47 C.F.R. § 76.901(c).

[45] Warren Communications News, *Television & Cable Factbook 2006*, "U.S. Cable Systems by Subscriber Size," page F-2 (data current as of Oct. 2005). The data do not include 718 systems for which classifying data were not available.

[46] 47 U.S.C. § 543(m)(2); *see* 47 C.F.R. § 76.901(f) & nn. 1-3.

[47] 47 C.F.R. § 76.901(f); *see* Public Notice, *FCC Announces New Subscriber Count for the Definition of Small Cable Operator*, DA 01-158 (Cable Services Bureau, Jan. 24, 2001).

[48] These data are derived from: R.R. Bowker, *Broadcasting & Cable Yearbook 2006*, "Top 25 Cable/Satellite Operators," pages A-8 & C-2 (data current as of June 30, 2005); Warren Communications News, *Television & Cable Factbook 2006*, "Ownership of Cable Systems in the United States," pages D-1805 to D-1857.

[49] The Commission does receive such information on a case-by-case basis if a cable operator appeals a local franchise authority's finding that the operator does not qualify as a small cable operator pursuant to § 76.901(f) of the Commission's rules. *See* 47 C.F.R. § 76.909(b).

[50] U.S. Census Bureau, "2002 NAICS Definitions: 518111 Internet Service Providers"; http://www.census.gov/epcd/naics02/def/NDEF518.HTM.

business is small if it has average annual receipts of $23 million or less.[51] According to Census Bureau data for 2002, there were 2,529 firms in this category that operated for the entire year.[52] Of these, 2,437 firms had annual receipts of under $10 million, and an additional 47 firms had receipts of between $10 million and $24, 999,999. Consequently, we estimate that the majority of these firms are small entities that may be affected by our action.

21. *Web Search Portals.* Our action pertains to interconnected VoIP services, which could be provided by entities that provide other services such as email, online gaming, web browsing, video conferencing, instant messaging, and other, similar IP-enabled services. The Commission has not adopted a size standard for entities that create or provide these types of services or applications. However, the Census Bureau has identified firms that "operate web sites that use a search engine to generate and maintain extensive databases of Internet addresses and content in an easily searchable format. Web search portals often provide additional Internet services, such as e-mail, connections to other web sites, auctions, news, and other limited content, and serve as a home base for Internet users."[53] The SBA has developed a small business size standard for this category; that size standard is $6.5 million or less in average annual receipts.[54] According to Census Bureau data for 2002, there were 342 firms in this category that operated for the entire year.[55] Of these, 303 had annual receipts of under $5 million, and an additional 15 firms had receipts of between $5 million and $9,999,999. Consequently, we estimate that the majority of these firms are small entities that may be affected by our action.

D. Description of Projected Reporting, Recordkeeping, and Other Compliance Requirements for Small Entities

22. *911 System Information Collection.* The rules adopted in this Order require certain specified communications providers to analyze their 911 and E911 networks and systems and provide one-time detailed reports to the Commission regarding the redundancy, resiliency and reliability of those networks and systems. The communications providers subject to this rule are: (1) LECs, including ILECs and CLECs; (2) commercial wirelesss service providers required to comply with the wireless 911 rules set forth in Section 20.18 of the Commission's rules; and (3) interconnected Voice over Internet Protocol (VoIP) service providers. The Commission has delegated to the Chief, Public Safety and Homeland Security Bureau, the authority to implement and activate a process through which these reports will be submitted, including the authority to establish the specific data that will be required.

23. The reports required by this Order will be filed one time only and are due 120 days from the date that the Commission or its staff announces activation of the 911 network and system reporting process. Since most companies can be expected to have knowledge of their

[51] 13 C.F.R. § 121.201, NAICS code 518111.

[52] U.S. Census Bureau, 2002 Economic Census, Subject Series: Information, "Establishment and Firm Size (Including Legal Form of Organization)," Table 4, NAICS code 518111 (issued Nov. 2005).

[53] U.S. Census Bureau, "2002 NAICS Definitions: 518112 Web Search Portals"; http://www.census.gov/epcd/naics02/def/NDEF518.HTM.

[54] 13 C.F.R. § 121.201, NAICS code 518112.

[55] U.S. Census Bureau, 2002 Economic Census, Subject Series: Information, "Establishment and Firm Size (Including Legal Form of Organization)," Table 4, NAICS code 518112 (issued Nov. 2005).

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network and/or system architecture, we estimate that for the great majority of entities the total time required to complete a filing with the Commission will be approximately eight to 24 hours, depending on the size and type of entity. In making our time estimate, we have taken into account that this report must be filed only once and that the report will likely be made electronically, through a "fill in the blank" template, thereby minimizing the burden on all reporting entities. Finally, in order to avoid imposing financial burden on small carriers, the Commission exempt the following from this rule: (1) LECs that meet the definition of a Class B company set forth in Section 32.11(b)(2) of the Commission's rules;[56] (2) non-nationwide commercial mobile radio service providers with no more than 500,000 subscribers at the end of 2001; and (3) interconnected VoIP service providers with annual revenues below the revenue threshold established pursuant to Section 32.11 of the Commission's rules.

24. *Back-Up Power Supply.* The Order also adopts a rule that requires LECs and CMRS providers to have an emergency back-up power source for all assets that are normally powered from local AC commercial power, including those inside central offices, cell sites, remote switches and digital loop carrier system remote terminals. The rule adopted provides that LECs and CMRS providers should maintain emergency back-up power for a minimum of 24 hours for assets inside central offices and eight hours for cell sites, remote switches and digital loop carrier system remote terminals that normally are powered from local AC commercial power. Our expectation is that this requirement will not create an undue burden since several communications providers reported in their comments that they already maintain emergency back-up power. Additionally, LECs that meet the definition of a Class B company as set forth in Section 32.11(b)(2) of the Commission's rules and non-nationwide CMRS providers with no more than 500,000 subscribers are exempt from this rule.

E. Steps Taken to Minimize the Significant Economic Impact on Small Entities, and Significant Alternatives Considered

25. The RFA requires an agency to describe any significant alternatives that it has considered in reaching its proposed approach, which may include (among others) the following four alternatives: (1) the establishment of differing compliance or reporting requirements or timetables that take into account the resources available to small entities; (2) the clarification, consolidation, or simplification of compliance or reporting requirements under the rule for small entities; (3) the use of performance, rather than design, standards; and (4) an exemption from coverage of the rule, or any part thereof, for small entities.[57]

26. *911 System Information Collection.* In order to minimize any adverse impact of the 911 system information collection on small entities, we have exempted LECs (both ILECs and CLECs) that meet the definition of a Class B company that is set forth in Section 32.11(b)(2) of the Commission's rules.[58] We will also not impose this reporting requirement on Tier III

[56] Section 32.11 provides that Class B companies are those companies that have annual revenues from regulated telecommunications operations that are less than the indexed revenue threshold. 47 C.F.R. § 32.11(b)(2). The Wireline Competition Bureau recently announced that the 2006 revenue threshold for Class A to Class B companies is $134 million. *Public Notice*, "Annual Adjustment of Revenue Thresholds," DA 07-1706 (WCB, April 12, 2007). Although Section 32.11, by its terms, applies only to ILECs, we are applying the same revenue categories to CLECs for the purpose of the exception to this requirement.

[57] 5 U.S.C. § 603(c).

[58] *See supra* n. 224.

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CMRS carriers.[59] Finally, interconnected VoIP service providers will be exempt from this requirement if their annual revenues fall below the revenue threshold established pursuant to Section 32.11 of the Commission's rules.

27. *Back-Up Power Supply.* We recognize that the provision of a backup power supply as directed by the rule adopted in this Order may be a significant financial hardship for certain small businesses. Accordingly, we will not impose this requirement on LECs (both ILECs and CLECs) that meet the definition of a Class B company as set forth in Section 32.11(b)(2) of the Commission's rules. We will also not apply this requirement to non-nationwide CMRS providers with no more than 500,000 subscribers.[60]

Report to Congress: The Commission will send a copy of the Order, including this FRFA, in a report to be sent to Congress pursuant to the Congressional Review Act.[61] In addition, the Commission will send a copy of the Order, including this FRFA, to the Chief Counsel for Advocacy of the SBA. A copy of the Order and FRFA (or summaries thereof) will also be published in the Federal Register.[62]

[59] Tier III carriers are non-nationwide CMRS providers with no more than 500,000 subscribers at the end of 2001. *See Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems; Phase II Compliance Deadlines for Non-Nationwide Carriers*, CC Docket No. 97-102, Order to Stay, 17 FCC Rcd 14841, 14848 ¶ 22 (2002).

[60] Although this standard is based on the Tier III CMRS definition which is defined as non-nationwide CMRS providers with no more than 500,000 subscribers as of the end of 2001, we note that we are not exempting from this requirement those non-nationwide CMRS providers that have grown to exceed the 500,000 subscriber threshold since 2001 as we believe that such providers are at a size where they should be able to comply with the emergency back-up power rule.

[61] *See* 5 U.S.C. § 801(a)(1)(A).

[62] *See* 5 U.S.C. § 604(b).

STATEMENT OF
CHAIRMAN KEVIN J. MARTIN

Re: *Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks, EB Docket No. 06-119 and Docket No. 06-63.*

Today, the Commission takes action to implement the recommendations of the Independent Katrina panel. Experts on the panel from all sectors of the communications industry and leading public safety organizations worked hard to study the impact of the disaster and focus the Commission's attention on proposals that would improve our response and recovery efforts for the future.

The recommendations we adopt today address a wide range of initiatives designed to improve disaster preparedness, network reliability and resilience, and communications among emergency responders. In particular, we require local exchange carriers and CMRS providers to have an emergency back-up power source for certain critical network facilities and we also require these service providers and VoIP providers file a report with the Commission on the resiliency and reliability of their 911 networks or systems.

I am pleased that, upon release of the Panel's final recommendations, the Public Safety Bureau moved quickly to begin the process of implementing many of these recommendations. I look forward to receiving the Bureau's first full progress report this fall, and commit to continue to work with my colleagues to ensure that this Commission remains vigilant to improve communications for the needs of emergency preparedness and response.

I would again like to thank all the members of the Katrina panel for their public service and dedication. The American public has benefited greatly from the thoughtful contributions made by all the industry and public safety participants who gave their time and effort in this endeavor.

I would also like to thank Nancy Victory for her leadership as Chair of the panel. Her knowledge and expertise helped guide the panel and ensure that it would deliver a quality work product within a very tight timeframe. Finally, I would also like to express my appreciation to my fellow Commissioners for their continued support of the work of the Panel, and the efforts of our Public Safety Bureau as it enacts the improvements we adopt today.

STATEMENT OF COMMISSIONER MICHAEL J. COPPS

Re: *Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks*, EB Docket No. 06-119 and WC Docket No. 06-63.

Hurricane season begins anew tomorrow. News programs are filled with predictions of how many and how intense this year's storms may be; stories about the extent of preparations that are being made to cope with the disruptions that might once again befall New Orleans, the Gulf Coast and other hurricane-prone areas of the country; and stories chronicling the thus-far disappointing reconstruction of the areas hit so hard by Hurricane Katrina. Our nation was a nation scarred by the images of suffering and destruction that were broadcast into our homes in the days and weeks following Katrina and also Hurricane Rita. I visited the Gulf Coast with Chairman Martin and other communications leaders in the days following the catastrophe, and I know that I will never forget the searing images of devastation we witnessed there.

The region's suffering was severely compounded by the almost total failure of public safety and commercial communications networks. For a week or more, more often than not, 911 calls went unanswered, broadcast stations were dark, public safety radio systems were seriously compromised, wireless phones were inoperable, and wireline phones had no dial tone. Most painful of all was that a significant portion of this failure was unnecessary and could have been prevented, or at least seriously ameliorated, by better pre-disaster planning and more coordinated public sector-private sector teamwork. I say this not to point fingers, but to point up our local, regional and national shortfalls in public safety and disaster preparedness. Part of our problem today, as a country, is our failure to come to grips with how much work remains to be done to build effective public safety communications. It is huge, it is expensive and it is totally necessary.

The Gulf Coast tragedy presented us with a solemn duty to sift through the shortfalls, in both the private and the public sectors; to grasp the harsh lessons that needed to be learned; and to enhance our preparedness for the next major cataclysm. As I hope we are all aware, there ***will*** be a next one—certainly other natural disasters or, even more terrifying if that is possible, more terrorist attacks.

The FCC undertook an active role in the days following the big storm. The Commission team, under Chairman Martin's leadership, worked around the clock, for days and weeks, to restore communications and provide assistance all along the Gulf Coast. Communications industries likewise worked long and hard to restore critical services and we owe them a large measure of gratitude, too. Subsequently an Independent Panel was established under former NTIA Administrator Nancy Victory to review thoroughly what had happened, what systems had worked and which had not, and to provide recommendations for the road ahead. Today, after putting these recommendations out for comment, the Commission takes a step forward.

But it is only that—another step forward. This is not a Report and Order that brings a proceeding to a close. It is an incremental step against the backdrop of a challenge that will continue to stalk us and might even get worse in coming years as climate changes suggest more frequent and more intense storms and disruptions across much of the country. There is so much left undone and so much yet to do.

I consider it a positive step that today's item announces two new regulations for carriers who fall under the Commission's jurisdiction. First, following the suggestion of the National Emergency Number Association (NENA), all carriers of a certain size must now ensure the availability of emergency/backup power in all their central offices. Second, they must file with the Commission an analysis of the redundancy, resiliency, and dependability of their 911 facilities.

These requirements will help improve the nation's readiness for the next disaster and I appreciate my colleagues' willingness to make these measures mandatory. Their adoption represents recognition by this Commission that we cannot rely exclusively on the workings of the free market and the sometimes-too-sanguine assurances of industry when it comes to assuring public safety. I am pleased that we seem to be on the cusp of realizing that a more proactive approach may be necessary. As Justice Frankfurter once observed, "Wisdom too often never comes, and so one ought not to reject it merely because it comes late."[1] It is important that the Commission is taking this up.

But I also think that record that was developed was too heavily skewed by the belief—I think the pernicious belief—that the FCC either ***will not*** or ***should not*** take a lead role in mandating network resiliency standards. I simply cannot accept this view. The nation's experience with 9/11 and Hurricane Katrina indicates to me that industry best practices and voluntary best efforts are not by themselves always going to get the job done. You don't have to take my word for it. The comments filed in this docket by St. Tammany Parish, one of the Louisiana areas most devastated by Hurricane Katrina, put it well: "Regarding the question of whether to 'rely on voluntary consensus or other measures for enhancing readiness and promoting more effective response efforts' we encourage the Commission to actively pursue positive results to the extent permitted. Voluntary consensus measures, while well intended, have fallen short many times."

I can't put it any better than that. The individual citizens who bore the brunt of Katrina's fury and the PSAPs who tried to cope with it certainly understand that some things need to be done, and done soon, and done on a mandatory basis if they are not going to be voluntarily implemented. These are the times when the Commission needs to step in and make it happen. Otherwise an effective system of public safety will never be achieved. So I hope that our willingness today to implement mandatory actions will be the beginning of a broader and more general reorientation of our approach to public safety issues. I am pleased we are beginning down this road and I hope we stay on it. I also hope and trust that the private sector realizes the public trust it has been given to aid in the protection of our citizens. The private sector played a critical role in the aftermath of Katrina and Rita, and still does, as it rebuilds the network infrastructure in that devastated region. The industry's continuing involvement in these efforts is essential if government and industry together are going to be successful next time. Our nation's citizens deserve, and expect, no less. Public safety is not something nice to have—it is a national imperative and the first obligation of all of us in this room as public servants.

Another role that I suggested for the Commission was to act as a clearinghouse for ideas that can better prepare organizations of all sizes for the next disaster. I am talking here about the

[1] *Henslee v. Union Planters Nat. Bank & Trust Co.*, 335 U.S. 595, 600 (1949) (Frankfurter, J., dissenting).

hundreds of thousands of public safety agencies, hospitals, nursing homes, charities, small businesses, and other organizations that lack the resources to come up with self-generated, custom-built and fully-tested disaster readiness plans. Why should each of these groups have to start from scratch and re-invent the public safety wheel? Wouldn't it be far better if they could come to the FCC to learn about what has worked for other organizations and what hasn't? After all, learning that your disaster plan doesn't work in the middle of a disaster is emphatically ***not*** the right time to make that discovery. The technologies and protocols that organizations rely upon in a crisis need to work every time.

Today's item instructs the Commission's new Public Safety and Homeland Security Bureau—under its new Bureau Chief, Derek Poarch—to take the lead role in building such a clearinghouse. As I have noted many times before, this is where the Commission should have gone six years ago, right after 9/11. I commend Chairman Martin's willingness to take a leadership role in this critically important area and I applaud his efforts to initiate processes that will hopefully put this agency in the forefront of communications readiness planning, exactly where it belongs.

As with all public safety initiatives, the proof will be in the pudding. In the weeks and months ahead, our new Bureau and Chief are tasked with developing readiness checklists for each industry sector; awareness programs on alternative technologies such as satellite and paging systems, Wi-Fi, and WiMAX; and outreach programs for emergency medical and other communities. It will require significant resources to realize these and many other objectives, such as developing and publicizing a first-rate website that communicates the Commission's latest learning on how to prepare for disasters. Commission outreach is so central to all this and I am pleased that the Bureau will issue regular reports detailing our outreach activities. I, for one, will be monitoring these reports closely to assure myself that the Bureau is doing everything that it can to reach those who can benefit from the FCC's research, experience and programs. I urge Chief Poarch to be aggressive in this task—to become a tireless advocate and proselytizer on this issue. It was never my idea that we would settle for rebuilding a communications system that was taken down by Katrina—a terrible storm, to be sure, but far less devastating than a direct hit from a Category 5 hurricane would have been. The good citizens of New Orleans and the Gulf Coast have a right to expect, and should settle for no less, than the best and most up-to-date communications systems that our country can provide.

So I vote to approve this item as a step along the way, but just a step, holding out the prospect of continuing commitment to see the job through and to deploy the full decision-making authority of this Commission to make it happen. Thanks to the Bureau, all the commenters, our hard-working bureau and staffs, and my colleagues for their efforts here.

STATEMENT OF COMMISSIONER JONATHAN S. ADELSTEIN

Re: Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks; EB Docket No. 06-119 and WC Docket No. 06-63.

Hurricane Katrina and the 2005 hurricane season represented one of the most challenging times our country has seen in recent years. Its memory should serve as ample reminder of the commitment that will be necessary to achieve disaster readiness and preparedness. All aspects of daily life in the Gulf Coast region were severely impacted by the devastation caused by these storms -- telecommunications and media services were no exception. With such destruction of our communications infrastructure, Hurricane Katrina demonstrates in stark relief the essential role of communications during emergencies, whether citizens are trying to find out what is happening with their families, officials are trying to disseminate critical information, or emergency personnel are responding to an urgent situation.

The Katrina Panel Report confirmed that our nation's communications systems and our government's response capabilities were put to the test, with very mixed results. While our Order today achieves some limited gains, there is still much to be done before we face our next national test.

The Commission can and must play a key role in improving our nation's disaster preparedness, network reliability, and communications among first responders. Through our Public Safety and Homeland Security Bureau, the Commission must take a more active lead in coordinating with state, local and Tribal governments, public safety answering points (PSAPs), and first responders in advance of future disasters; in providing important outreach to our nation's emergency medical communities; and in working with other federal agencies to ensure that credentialing procedures and other requirements are developed in advance to ensure access by communications workers to affected areas post-disaster. This item sets out several important directives to our staff to meet these worthwhile objectives. These efforts are critical if the Commission is to establish and maintain a position of leadership. Many of these proposed outreach efforts were specifically recommended by the Hurricane Katrina Panel, so I want to extend again my thanks to Nancy Victory and the members of the Panel for investing their time and effort to draw out lessons from this disaster and to better prepare our communities for the future.

Unfortunately, we still have much work remaining to improve the country's communications preparedness in light of the events of 20 months ago. As the Order and the Hurricane Katrina Panel Report each point out, Hurricane Katrina knocked out more than three million customer phones in the region and more than a thousand cell sites. More than 35 PSAPs were off-line and unable to provide 911 or enhanced 911 services. The Katrina Panel Report identified three main problems that caused the majority of communications network interruptions: flooding; lack of power and/or fuel; and failure of redundant pathways.[1] I am pleased that we were able to improve the item by addressing these concerns through two modest provisions dealing with (1) emergency back-up power requirements, and (2) an obligation on

[1] *See* Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks, *Report and Recommendations to the Federal Communications Commission* (Katrina Panel Report) at 13.

service providers to file 911 analysis reports. These are worthwhile efforts, but they alone will not be sufficient to ensure that our communications systems are ready to handle the high hurdles that disasters can bring.

Indeed, the larger focus of the item is on a series of aspirational objectives for our new Bureau rather than more concrete assurances for our nation's citizens and first responders. For example, one of the key findings in the Katrina Panel Report was the widespread damage caused by unprecedented flooding: "While communications infrastructure had been hardened to prepare against strong winds from a hurricane, the widespread flooding of long duration associated with Katrina destroyed or disabled substantial portions of the communications networks and impeded trained personnel from reaching and operating the facilities."[2] There may be no silver bullets to address the widespread flooding caused by a disaster such as Hurricane Katrina; yet, this Order does not in itself require any concrete actions to address this very real problem. The Commission needs to initiate a discussion of hardening the network to address flood related issues. While the Order directs the Bureau to encourage the development of voluntary checklists, it still leaves work to be done. Although outreach and voluntary measures can play a critical role, we must continue to push communications providers to go the extra mile to achieve a true level of preparedness. Without firm commitments, can we seriously tell the people of the Gulf Coast region that this Commission has taken all of the necessary steps to ensure that such a communications disaster will never happen again?

Similarly, the Katrina Panel Report analyzed extensively the problem of the failure of redundant pathways and the impact on communications networks throughout the region from the loss of switches, T1s, and other leased lines. "As an example, a major tandem switch in New Orleans was isolated, which meant that no communications from parts of New Orleans to outside the region could occur."[3] Once again, the Commission offers little in the way of solutions for a serious network shortfall that may well be present in many other communities. Rather, the item encourages carriers to adopt voluntary readiness checklists based on best practices advanced by the Network Reliability and Interoperability Council (NRIC) and the Media Security and Reliability Council (MSRC), our recently-terminated Federal Advisory Committees. I understand that neither group has met in well over a year, with NRIC VII holding its last meeting on December 16, 2005, just a couple of months after the hurricane season ended. Now that these committees have been replaced with a new combined reliability council, we will need to seek input more regularly if we are going to rely on a system of carrier commitments and best practices to effectuate network reliability changes.

To all of the affected citizens in the Gulf Coast area – and to the many diverse communities at risk for future catastrophic events – we owe an honest assessment of the performance of the telecommunications and media infrastructure during Hurricane Katrina and of our strengths, weaknesses, and commitment to preparedness going forward. Shortly after the storm, I had an opportunity to witness first hand some of the widespread destruction and personal loss in the Gulf Coast and to meet with communications workers and first responders, who labored around the clock to restore connectivity to the Gulf Coast, often at great personal sacrifice. It was humbling to see Americans act so selflessly when others are in need,

[2] *Id.*

[3] *Id.* at 14.

particularly when so many were themselves suffering the loss of homes, communities, or loved ones. We owe them not only deep gratitude but also a serious effort to develop real solutions to address identified weaknesses and holes in the preparation process. While we have made some limited advances in this Order, I believe our work is still far from over.

STATEMENT OF COMMISSIONER DEBORAH TAYLOR TATE

Re: *Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks*, EB Docket No. 06-119 and WC Docket No. 06-63.

Today's item marks an important step towards ensuring that the Commission and the industries it is responsible for are better prepared to respond in the face of natural disasters and other types of incidents, such as a pandemic, industrial accident, environmental incident, or terrorist attack. I am proud to vote in support of an item which, I believe, reflects the best aspects of the Independent Panel's report and the subsequent input from a diverse array of commenters.

When we released the Notice of Proposed Rulemaking that led to today's order, I specifically asked and encouraged industry to develop and share their thoughts, strategies and ideas on disaster preparedness and emergency system interoperability. While the industry certainly stepped to the plate, they were matched in their expertise, passion, and innovation by a diverse array of public safety agencies, federal and state government agencies, equipment manufacturers, and concerned citizens. This diversity and depth of participation in this proceeding created a record which led to an item which I think everyone should be proud of, and marks a standard which we should strive to achieve across the board.

Finally, I would like to again thank Nancy Victory and the members of the Independent Panel for all of their efforts. I hope and trust that they will take pride and, to some extent, comfort in the fact that they have played such a key role in helping to prepare our Nation for whatever challenge it faces next.

STATEMENT OF COMMISSIONER ROBERT M. McDOWELL

Re: Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks, EB Docket No. 06-119 and WC Docket No. 06-63.

I support our action today to move forward on a number of the recommendations made by the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks (Hurricane Katrina Panel). Our work is particularly timely, given that the Atlantic Hurricane season begins tomorrow, June 1, and scientists at the National Oceanic and Atmospheric Administration (NOAA) Climate Prediction Center are projecting a 75 percent chance that hurricane activity will be above normal this year.

Moreover, it is particularly helpful that our efforts regarding emergency preparedness have broad applicability, given the need to plan for not only natural disasters such as hurricanes, but also for incidents like terrorist attacks, influenza pandemic outbreaks and industrial accidents. Any of these emergencies could result in sudden and significant shortages of personnel, a surge in communications traffic, possible disruptions to communications networks (due to increased telecommuting during an influenza pandemic, for example), and lack of manpower to immediately repair affected communications networks. I am pleased that we have built upon the lessons learned from the Hurricane Katrina disaster to promote more effective, efficient response and recovery efforts, as well as heightened readiness and preparedness. Thank you to all involved.

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of	)	
	)	
Qwest Communications International Inc.	)	
Petition for Declaratory Ruling on the Scope	)	WC Docket No. 02-89
of the Duty to File and Obtain Prior Approval	)	
of Negotiated Contractual Arrangements	)	
under Section 252(a)(1)	)	

MEMORANDUM OPINION AND ORDER

Adopted: October 2, 2002 **Released:** October 4, 2002

By the Commission:

I. INTRODUCTION

1. On April 23, 2002, Qwest Communications International Inc. (Qwest) filed a petition for a declaratory ruling on the scope of the mandatory filing requirement set forth in section 252(a)(1) of the Communications Act of 1934, as amended (the Act).[1] Specifically, Qwest seeks guidance about the types of negotiated contractual arrangements between incumbent local exchange carriers (LECs) and competitive LECs that should be subject to the filing requirements of this section.[2] For the reasons explained below, we grant in part and deny in part Qwest's petition.

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[1] 47 U.S.C. § 252(a)(1). *Qwest Communications International Inc. Petition for Declaratory Ruling on the Scope of the Duty to File and Obtain Prior Approval of Negotiated Contractual Arrangements under Section 252(a)(1)*, WC Docket No. 02-89 (filed April 23, 2002) (Qwest Petition).

[2] Qwest Petition at 3. The Commission requested and received comments on the Qwest Petition. *See* Pleading Cycle Established for Comments on Qwest Communications International Inc. Petition for Declaratory Ruling on the Scope of the Duty to File and Obtain Prior Approval of Negotiated Contractual Arrangements under Section 252(a)(1), WC Docket No. 02-89, *Public Notice*, DA 02-976 (rel. April 29, 2002). The following parties submitted comments: AT&T Corp. (AT&T); Office of the Attorney General of the State of New Mexico and the Iowa Office of Consumer Advocate; Focal Communications Corporation and Pac-West Telecomm, Inc.; Iowa Utilities Board; Minnesota Department of Commerce; Mpower Communications Corp. (Mpower); New Edge Network, Inc.; PageData; Sprint Corporation (Sprint); Touch America, Inc. (Touch America); and WorldCom, Inc. (WorldCom). The following parties filed reply comments: Association of Communications Enterprises; Association for Local Telecommunications Services (ALTS); PageData; Qwest; Sprint; Verizon; VoiceStream Wireless Corporation; and WorldCom.

II. BACKGROUND

2. Section 252(a)(1) of the Act states:

> Upon receiving a request for interconnection, services, or network elements pursuant to section 251, an incumbent local exchange carrier may negotiate and enter into a binding agreement with the requesting telecommunications carrier or carriers without regard to the standards set forth in subsections (b) and (c) of section 251. The agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement. The agreement . . . shall be submitted to the State commission under subsection (e) of this section.[3]

Qwest argues that this section can most logically be read to mean that the mandatory filing and state commission approval process should apply only to the "rates and associated service descriptions for interconnection, services and network elements."[4] More precisely, Qwest contends that a negotiated agreement should be filed for state commission approval if it includes: (i) a description of the service or network element being offered; (ii) the various options available to the requesting carrier (*e.g.*, loop capacities) and any binding contractual commitments regarding the quality or performance of the service or network element; and (iii) the rate structures and rate levels associated with each such option (*e.g.*, recurring and non-recurring charges, volume or term commitments).[5]

3. According to Qwest, the following categories of incumbent LEC-competitive LEC arrangements should not be subject to section 252(a)(1): (i) agreements defining business relationships and business-to-business administrative procedures (*e.g.*, escalation clauses, dispute resolution provisions, arrangements regarding the mechanics of provisioning and billing, arrangements for contacts between the parties, and non-binding service quality or performance standards);[6] (ii) settlement agreements;[7] and (iii) agreements regarding matters not subject to sections 251 or 252 (*e.g.*, interstate access services, local retail services, intrastate long distance, and network elements that have been removed from the national list of elements subject to

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[3] 47 U.S.C. § 252(a)(1).

[4] Qwest Petition at 10. Qwest contends that its interpretation of section 252(a)(1) is supported by the legislative history of the Telecommunications Act of 1996. *Id.* at 13-14.

[5] Qwest Petition at 29. Qwest also indicates that a description of basic operations support systems functionalities and options to which the parties have agreed should be filed and subjected to state commission approval. *Id.* at 29-30.

[6] Qwest Petition at 31-34.

[7] Qwest Petition at 34-36.

mandatory unbundling).[8]

4. Qwest states that a Commission ruling on this issue will eliminate the prospect of multiple, inconsistent rulings by state commissions and federal courts.[9] Qwest argues that a national policy concerning what must be filed under section 252(a)(1) is necessary to promote local competition, facilitate multi-state negotiations,[10] and prevent overbroad interpretations of this filing requirement.[11] According to Qwest, an overbroad interpretation would reduce the incentives of incumbents and competitive LECs to implement bilateral arrangements that could benefit both parties. For example, Qwest states that the public disclosure of contractual provisions such as settlements of past disputes might discourage the parties from entering into such arrangements.[12] Qwest also contends that an overbroad reading of section 252(a)(1) creates legal uncertainty with respect to the validity of agreements that have not gone through the prior state commission approval process.[13]

5. Most commenters oppose Qwest's petition,[14] arguing that it is unnecessary and that Qwest's proposal interprets too narrowly which agreements must be filed under section 252(a)(1).[15] For example, several commenters argue that service quality and performance standards relate to interconnection and are therefore appropriately included in interconnection agreements.[16] Commenters also contend that competitive LECs need dispute resolution, billing and provisioning provisions in their interconnection agreements.[17] The commenters also disagree with Qwest's view that only certain portions of agreements (related to section 251(b) or (c)) need to be filed for state commission approval and argue instead that the entire agreement

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[8] Qwest Petition at 36-37.

[9] Qwest Petition at 5.

[10] Qwest Petition at 27.

[11] Qwest Petition at 22.

[12] Qwest Petition at 22.

[13] Qwest Petition at 17-18, 23.

[14] We note that Verizon filed comments to respond to, in its view, inaccurate statements made by certain commenters. *See* Verizon Reply at 1, 2-3.

[15] *See, e.g.*, AT&T Comments at 16-18; Minnesota Department of Commerce Comments at 32-34; WorldCom Comments at 7; ALTS Reply at 4.

[16] WorldCom Comments at 7; ALTS Reply at 4.

[17] WorldCom Comments at 7; ALTS Reply at 4. Verizon, however, argues that agreements for unregulated services such as billing and collection are not interconnection agreements that must be filed under section 252. Verizon Reply at 2.

must be filed for state commission review and approval.[18]

6. The commenters dispute Qwest's assertions concerning the burden of "overfiling" agreements for state commission approval[19] and disagree with Qwest's interpretation of the legal status of agreements not filed under section 252 or not yet approved by state commissions under the same section.[20] Specifically, these commenters contend that nothing in section 252, or any other provision of the Act, provides that the parties are prohibited from abiding by the agreement's terms until a state commission completes its review of the negotiated agreement.[21] Moreover, according to AT&T, not only does the 90-day approval process not present any legal impediment to parties that would like to begin operating under the terms of a negotiated agreement prior to state commission approval, there is no practical impediment (*e.g.*, compliance jeopardy) because interconnection agreements are rarely rejected.[22]

III. DISCUSSION

7. We grant in part and deny in part Qwest's petition for a declaratory ruling. In issuing this decision, however, we believe that the state commissions should be responsible for applying, in the first instance, the statutory interpretation we set forth today to the terms and conditions of specific agreements. Indeed, we believe this is consistent with the structure of section 252, which vests in the states the authority to conduct fact-intensive determinations relating to interconnection agreements.[23]

8. We begin our analysis with the statutory language. Section 252(a)(1) provides that the binding agreement between the incumbent LEC and the requesting competitive LEC must include a "detailed schedule of itemized charges for interconnection and each service or network element included in the agreement."[24] In addition, section 251(c)(1) requires incumbent LECs to negotiate in good faith, in accordance with section 252, the particular terms and conditions of agreements to implement their duties set forth in sections 251(b) and (c).[25] Based on these

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[18] AT&T Comments at 4, 6-9; Mpower Comments at 7; Sprint Comments at 3; WorldCom Comments at 6; ALTS Reply at 2.

[19] *See, e.g.*, AT&T Comments at 13; Sprint Comments at 3.

[20] AT&T Comments at 12; Minnesota Department of Commerce Comments at 38.

[21] AT&T Comments at 12; Minnesota Department of Commerce Comments at 38.

[22] AT&T Comments at 12-13, citing Qwest Petition at 9.

[23] As an example of the substantial implementation role given to the states, throughout the arbitration provisions of section 252, Congress committed to the states the fact-intensive determinations that are necessary to implement contested interconnection agreements. *See, e.g.*, 47 U.S.C. § 252(e)(5) (directing the Commission to preempt a state commission's jurisdiction only if that state commission fails to act to carry out its responsibility under section 252).

[24] 47 U.S.C. § 252(a)(1).

[25] 47 U.S.C. § 251(c)(1).

statutory provisions, we find that an agreement that creates an *ongoing* obligation pertaining to resale, number portability, dialing parity, access to rights-of-way, reciprocal compensation, interconnection, unbundled network elements, or collocation is an interconnection agreement that must be filed pursuant to section 252(a)(1).[26] This interpretation, which directly flows from the language of the Act, is consistent with the pro-competitive, deregulatory framework set forth in the Act. This standard recognizes the statutory balance between the rights of competitive LECs to obtain interconnection terms pursuant to section 252(i) and removing unnecessary regulatory impediments to commercial relations between incumbent and competitive LECs. We therefore disagree with Qwest that the content of interconnection agreements should be limited to the schedule of itemized charges and associated descriptions of the services to which the charges apply. Considering the many and complicated terms of interconnection typically established between an incumbent and competitive LEC, we do not believe that section 252(a)(1) can be given the cramped reading that Qwest proposes. Indeed, on its face, section 252(a)(1) does not further limit the types of agreements that carriers must submit to state commissions.

9. We are not persuaded by Qwest that dispute resolution and escalation provisions are *per se* outside the scope of section 252(a)(1).[27] Unless this information is generally available to carriers (*e.g.*, made available on an incumbent LEC's wholesale web site), we find that agreements addressing dispute resolution and escalation provisions relating to the obligations set forth in sections 251(b) and (c) are appropriately deemed interconnection agreements. The purpose of such clauses is to quickly and effectively resolve disputes regarding section 251(b) and (c) obligations. The means of doing so must be offered and provided on a nondiscriminatory basis if Congress' requirement that incumbent LECs behave in a nondiscriminatory manner is to have any meaning.[28]

10. Based on their statutory role provided by Congress and their experience to date, state commissions are well positioned to decide on a case-by-case basis whether a particular agreement is required to be filed as an "interconnection agreement" and, if so, whether it should be approved or rejected. Should competition-affecting inconsistencies in state decisions arise, those could be brought to our attention through, for example, petitions for declaratory ruling. The statute expressly contemplates that the section 252 filing process will occur with the states,

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[26] We therefore disagree with the parties that advocate the filing of *all* agreements between an incumbent LEC and a requesting carrier. *See* Office of the New Mexico Attorney General and the Iowa Office of Consumer Advocate Comments at 5. Instead, we find that only those agreements that contain an ongoing obligation relating to section 251(b) or (c) must be filed under 252(a)(1). Similarly, we decline Touch America's suggestion to require Qwest to file with us, under section 211, all agreements with competitive LECs entered into as "settlements of disputes" and publish those terms as "generally available" terms for all competitive LECs. Touch America Comments at 10, citing 47 U.S.C. § 211.

[27] Qwest Petition at 31-33.

[28] We note that Qwest has filed for state commission approval agreements containing both dispute resolution provisions and escalation clauses. *See, e.g.*, Qwest Supplemental Reply, WC Docket No. 02-148, at 26-27 (filed Aug. 30, 2002). We incorporate by reference this document into the record in the instant proceeding.

and we are reluctant to interfere with their processes in this area. Therefore, we decline to establish an exhaustive, all-encompassing "interconnection agreement" standard. The guidance we articulate today flows directly from the statute and serves to define the basic class of agreements that should be filed. We encourage state commissions to take action to provide further clarity to incumbent LECs and requesting carriers concerning which agreements should be filed for their approval. At the same time, nothing in this declaratory ruling precludes state enforcement action relating to these issues.[29]

11. Consistent with our view that the states should determine in the first instance which sorts of agreements fall within the scope of the statutory standard, we decline to address all the possible hypothetical situations presented in the record before us. We are aware, however, of some disagreement concerning interconnection agreement issues raised recently in another proceeding previously before the Commission.[30] Consequently, we determine that additional, specific guidance on these issues would be helpful.

12. The first matter concerns which settlement agreements, if any, must be filed under section 252(a)(1). We disagree with the blanket statement made by Qwest in its petition that "[s]ettlement agreements that resolve disputes between ILECs and CLECs over billing or other matters are not interconnection agreements under Section 252."[31] Instead, and consistent with the guidance provided above, we find that a settlement agreement that contains an ongoing obligation relating to section 251(b) or (c) must be filed under section 252(a)(1). Merely inserting the term "settlement agreement" in a document does not excuse carriers of their filing obligation under section 252(a) or prevent a state commission from approving or rejecting the agreement as an interconnection agreement under section 252(e). However, we also agree with Qwest that those settlement agreements that simply provide for "backward-looking consideration" (*e.g.*, the settlement of a dispute in consideration for a cash payment or the cancellation of an unpaid bill) need not be filed.[32] That is, settlement contracts that do not affect

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[29] This statement also applies to any state enforcement action involving previously unfiled interconnection agreements including those that are no longer in effect.

[30] *Application by Qwest Communications International Inc., Consolidated Application for Authority to Provide In-Region, InterLATA Services in Colorado, Idaho, Iowa, Nebraska and North Dakota*, WC 02-148 (filed June 13, 2002). *See also* Letter from Peter A. Rohrbach, Counsel for Qwest, to Marlene Dortch, Secretary, Federal Communications Commission, WC Docket Nos. 02-148, 02-189 (filed Sept. 10, 2002) (withdrawing Qwest's joint applications filed in both dockets); *Application by Qwest Communications International Inc., Consolidated Application for Provision of In-Region, InterLATA Services in Colorado, Idaho, Iowa, Nebraska and North Dakota*, WC Docket No. 02-148, *Application by Qwest Communications International Inc. for Authorization to Provide In-Region, InterLATA Services in the States of Montana, Utah, Washington and Wyoming*, WC Docket No. 02-189, Order, DA 02-2230 (rel. Sept. 10, 2002) (terminating both Qwest section 271 dockets).

[31] Qwest Petition at 34.

[32] Qwest Reply at 25-26. *See also* Minnesota Department of Commerce Comments at 6-7 (stating that it did not include in its complaint against Qwest filed with the Minnesota Public Utilities Commission "settlement agreements of what appear to be legitimate billing disputes").

an incumbent LEC's ongoing obligations relating to section 251 need not be filed.

13. Qwest has also argued, in another proceeding, that order and contract forms used by competitive LECs to request service do not need to be filed for state commission approval because such forms only memorialize the order of a specific service, the terms and conditions of which are set forth in a filed interconnection agreement.[33] We agree with Qwest that forms completed by carriers to obtain service pursuant to terms and conditions set forth in an interconnection agreement do not constitute either an amendment to that interconnection agreement or a new interconnection agreement that must be filed under section 252(a)(1).

14. Further, we agree with Qwest that agreements with bankrupt competitors that are entered into at the direction of a bankruptcy court or trustee and do not otherwise change the terms and conditions of the underlying interconnection agreement are not interconnection agreements or amendments to interconnection agreements that must be filed under section 252(a)(1) for state commission approval.[34] We are unaware of any carrier submitting such agreements for state commission approval under section 252. Directing carriers to do so has the potential to raise difficult jurisdictional issues between the bankruptcy court and regulators and could entangle carriers in inconsistent and, possibly, conflicting requirements imposed by state commissions, bankruptcy courts, and this Commission.

IV. ORDERING CLAUSE

15. Accordingly, IT IS ORDERED, pursuant to sections 4(i), 251, 252 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 154(i), 251, 252, and section 1.2 of the Commission's rules, 47 C.F.R. § 1.2, that Qwest's Petition for Declaratory Ruling IS GRANTED IN PART and IS DENIED IN PART.

FEDERAL COMMUNICATIONS COMMISSION

Marlene H. Dortch
Secretary

[33] Letter from Peter A. Rohrbach, Counsel for Qwest, to Marlene Dortch, Secretary, Federal Communications Commission, WC Docket Nos. 02-148, 02-189, at 2-3 (filed Sept. 5, 2002). We incorporate by reference this letter into the record in the instant proceeding. *See also* Minnesota Department of Commerce Comments at 7 (stating that it also did not include in its complaint "day-to-day operational agreements that implement specific provisions of interconnection agreements" such as collocation agreements and applications for access to poles, ducts, conduits, and rights of way).

[34] Qwest Supplemental Reply, WC Docket No. 02-148, at 19-20 n.29 (filed Aug. 30, 2002).

Before the
Federal Communications Commission
Washington, D.C. 20554

FCC 96-333

In the Matters of	)	
Implementation of the Local Competition Provisions of the Telecommunications Act of 1996	)	CC Docket No. 96-98
Interconnection Between Local Exchange Carriers and Commercial Mobile Radio Service Providers	)	CC Docket No. 95-185
Area Code Relief Plan for Dallas and Houston, Ordered by the Public Utility Commission of Texas	)	NSD File No. 96-8
Administration of the North American Numbering Plan	)	CC Docket No. 92-237
Proposed 708 Relief Plan and 630 Numbering Plan Area Code by Ameritech-Illinois	)	IAD File No. 94-102

SECOND REPORT AND ORDER AND MEMORANDUM OPINION AND ORDER

Adopted: August 8, 1996 **Released: August 8, 1996**

By the Commission:

3. Definition of "Interoperability"

a. Background and Comments

177. The Commission tentatively concluded that the term "interoperability," as used in section 251(c)(5), should be defined as "the ability of two or more facilities, or networks, to be connected, to exchange information, and to use the information that has been exchanged."[390] This definition of "interoperability" was taken from the *IEEE Standard Dictionary of Electrical and Electronics Terms*.[391] Commenters, including incumbent LECs, interexchange carriers, state commissions, and industry associations, are unanimous in their support for our tentative conclusion.[392] The Ohio Commission also suggests that we expand our definition of "interoperability" to "recognize that the exchange of traffic between an [incumbent local exchange carrier] and an interconnector must be seamless and transparent to both parties' end users."[393] No alternative definitions for the term "interoperability" were proposed by commenting parties.

b. Discussion

178. We define the term "interoperability" as "the ability of two or more facilities, or networks, to be connected, to exchange information, and to use the information that has been exchanged." As this definition of "interoperability" was taken from the *IEEE Standard Dictionary of Electrical and Electronics Terms*, we believe that this well established and widely accepted industry standard can be applied easily and consistently. We find that the concepts of seamlessness and transparency are already adequately incorporated into this definition's specific interoperability criteria, and that further exposition of these concepts is not necessary.

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[390] *NPRM* at para. 189.

[391] *See IEEE Standard Dictionary of Electrical and Electronics Terms* 461 (J. Frank ed. 1984).

[392] ALTS comments at 2; Ameritech comments at 25; AT&T comments at 23; District of Columbia Commission comments at 6-7; GCI comments at 4; Illinois Commission comments at 4; MCI comments at 15; MFS comments at 12-13; Ohio Commission comments at 4; Telecommunications Resellers Association comments at 12; U S WEST comments at 12.

[393] Ohio Commission comments at 4.

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of	)	
	)	
In the Matter of Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration	)	CC Docket No. 00-218
	)	
In the Matter of Petition of Cox Virginia Telcom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon-Virginia, Inc. and for Arbitration	)	CC Docket No. 00-249
	)	
In the Matter of Petition of AT&T Communications of Virginia Inc., Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia Corporation Commission Regarding Interconnection Disputes With Verizon Virginia Inc.	)	CC Docket No. 00-251

MEMORANDUM OPINION AND ORDER

Adopted: July 17, 2002 **Released: July 17, 2002**

By the Chief, Wireline Competition Bureau:

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section of the Act, Commission rule or order) and the petitioner's proposed language is a mere recitation of that Commission rule or order, we typically conclude that the petitioner's proposal adds little to no value to the contract. Simply memorializing a Commission requirement in an interconnection agreement is unnecessary to ensure a carrier's rights or make clear a carrier's obligations with respect to that requirement. Indeed, we find it unlikely that quoting or paraphrasing a Commission rule in the parties' contract would reduce the likelihood of disputes over interpretation of that rule.

34. Including language that requires Verizon to comply with all applicable law affords a petitioner the same contractual remedies that would be available if the contract paraphrased the relevant Commission rule. Moreover, for those issues that we arbitrate, quoting a Commission rule will not "grandfather" or insulate it from the contract's change of law clause. To be clear, pursuant to section 252(a), and subject to the disclosure requirements of section 252(h), parties are permitted to negotiate terms and conditions without regard to subsections (b) and (c) of section 251.[71] In other words, if they so choose, the parties may memorialize in the contract a Commission rule or directive and exempt it from the agreement's change of law language. Similarly, they may agree to terms that are not compelled by, or are even inconsistent with, sections 251(b) and (c) of the Act. However, if the parties have not reached such an understanding and have asked the Commission to arbitrate their dispute, we will do so based on existing law and expect that any change in that law will be reflected in the contract. Notwithstanding this general approach towards use of the term "applicable law," we find that language clarifying a particular rule, or adding details of how the rule should operate in a commercial environment, may well be appropriate for adoption, if the proposed language is consistent with the Commission's rules and the Act.[72]

35. Finally, we note briefly that, in addressing the parties' disputes, we attempt to dispose fully of the substantive issue that the parties have presented and to provide adequate direction on how the parties should memorialize our decision in their respective interconnection agreements. As discussed above, our decision may take the form of adopting or rejecting proffered language, or adopting one side's language in modified form. We emphasize, however, that we have largely restricted ourselves to addressing the issues and the contract language that the parties have directly placed at issue through their presentations during the hearings we conducted and, most importantly, through their post-hearing briefs. There may be instances in which we have not specifically spoken to particular contract language because neither party addressed it in their advocacy, although it may have appeared in the contracts that the parties submitted after the hearings or even have appeared under a particular issue number in the JDPL. In those cases, we expect that the parties will generally be able to apply the analysis of the relevant portion of this order and the Commission precedents discussed therein to resolve any remaining disputes that they may have relating to contract language that the parties – and therefore the Bureau – left unaddressed.

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[71] *See* 47 U.S.C. § 252(a), (h).

[72] *See, e.g.*, Issue VI-3-B, *infra*.

(ii) Discussion

51. We adopt the petitioners' proposed interconnection language, rather than Verizon's proposed language implementing its "GRIPS" and "VGRIPS" proposals.[116] We find that petitioners' language more closely conforms to the Commission's current rules governing points of interconnection and reciprocal compensation than do Verizon's proposals. Because we adopt the petitioners' proposals, rather than Verizon's, we also determine that WorldCom's motion and Cox's objection are moot with respect to Issue I-1.

52. Under the Commission's rules, competitive LECs may request interconnection at any technically feasible point.[117] This includes the right to request a single point of interconnection in a LATA.[118] The Commission's rules implementing the reciprocal compensation provisions in section 252(d)(2)(A) prevent any LEC from assessing charges on another telecommunications carrier for telecommunications traffic subject to reciprocal compensation that originates on the LEC's network.[119] Furthermore, under these rules, to the extent an incumbent LEC delivers to the point of interconnection its own originating traffic that is subject to reciprocal compensation, the incumbent LEC is required to bear financial responsibility for that traffic. The interplay of these rules has raised questions about whether they lead to the deployment of inefficient or duplicative networks.[120] The Commission is currently examining the interplay of these rules in a pending rulemaking proceeding.[121] As the Commission recognized in that proceeding, incumbent LECs and competitive LECs have taken opposing views regarding application of the rules governing interconnection and reciprocal compensation.[122]

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[116] With respect to AT&T, we adopt AT&T's November Proposed Agreement, §§ 4.1 *et seq.* and 4.2 *et seq.*, and Schedule 4 (except for certain provisions modified or rejected elsewhere in this Order, such as in Issue III-3/III-3-a and Issue V-1/V-8); and reject Verizon's November Proposed Agreement, §§ 1.45(a), 1.63, 4.1 *et seq.*, 4.2 *et seq.*, 5.7.3 and 5.7.6 *et seq.* With respect to Cox, we adopt Cox's November Proposed Agreement, § 4.2 *et seq.*; and reject Verizon's November Proposed Agreement, § 4.2.2 *et seq.* With respect to WorldCom, we adopt WorldCom's November Proposed Attachment IV, §§ 1.1 through 1.1.3.3, and 1.3 through 1.3.2; and reject Verizon's November Proposed Agreement, Part B, §§ 2.49 and 2.71, and Interconnection Attachment, §§ 2.1 *et seq.*, 2.5, 7.1 *et seq.* and 7.5 *et seq.*

[117] *See* 47 U.S.C. § 251(c)(2); 47 C.F.R. § 51.305(a)(2).

[118] *See Developing a Unified Intercarrier Compensation Regime*, CC Docket No. 01-92, Notice of Proposed Rulemaking, 16 FCC Rcd 9610, 9634, 9650, paras. 72, 112 (2001) (*Intercarrier Compensation NPRM*); *SWBT Texas 271 Order*, 16 FCC Rcd at 18390, para. 78 n.174.

[119] *See* 47 C.F.R. § 51.703(b).

[120] *See Intercarrier Compensation NPRM*, 16 FCC Rcd at 9617, para. 14.

[121] *See id.*, 16 FCC Rcd at 9650-52, paras. 112-14.

[122] *See id.*, 16 FCC Rcd at 9650, para. 112.

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53. We find that the petitioners' proposed language more closely conforms to our existing rules and precedent than do Verizon's proposals.[123] Verizon's interconnection proposals require competitive LECs to bear Verizon's costs of delivering its originating traffic to a point of interconnection beyond the Verizon-specified financial demarcation point, the IP. Specifically, under Verizon's proposed language, the competitive LEC's financial responsibility for the further transport of Verizon's traffic to the competitive LEC's point of interconnection and onto the competitive LEC's network would begin at the Verizon-designated competitive LEC IP, rather than the point of interconnection.[124] By contrast, under the petitioners' proposals, each party would bear the cost of delivering its originating traffic to the point of interconnection designated by the competitive LEC. The petitioners' proposals, therefore, are more consistent with the Commission's rules for section 251(b)(5) traffic, which prohibit any LEC from charging any other carrier for traffic originating on that LEC's network; they are also more consistent with the right of competitive LECs to interconnect at any technically feasible point.[125] Accordingly, we adopt the petitioners' proposals.

54. Verizon raises serious concerns about the apportionment of costs caused by a competitive LEC's choice of points of interconnection, such as, for example, the apportionment of costs for virtual FX traffic transported to distant points of interconnection.[126] As we have noted, the Commission is currently examining similar concerns on an industry-wide basis in a pending rulemaking proceeding.[127] Should the Commission's rules governing interconnection and reciprocal compensation change during that proceeding, we expect the agreements' change of law provisions to apply. As we indicate above, however, in this proceeding, we will decide the issues presented based on the Commission's existing rules, and the petitioners' interconnection proposals more closely conform to those rules than do Verizon's proposals.

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[123] We note that the Commission declined to find that policies similar to GRIPs and VGRIPs violated the Act in the *Verizon Pennsylvania 271 Order*. *See Application of Verizon Pennsylvania Inc., Verizon Long Distance, Verizon Enterprise Solutions, Verizon Global Networks, Inc., and Verizon Select Services, Inc. for Authorization to Provide In-Region, InterLATA Services in Pennsylvania*, Memorandum Opinion and Order, 16 FCC Rcd 17419, 17474-75, para. 100 (2001) (*Verizon Pennsylvania 271 Order*). The Commission has not, however, required that all "new and unresolved interpretive disputes about the precise content of an incumbent LEC's obligations" be resolved in a Bell Operating Company's (BOC) favor in order for the BOC's section 271 application to be granted. *See Joint Application by SBC Communications Inc., Southwestern Bell Tel. Co., and Southwestern Bell Communications Services, Inc., d/b/a Southwestern Bell Long Distance for Provision of In-Region, InterLATA Services in Kansas and Oklahoma*, Memorandum Opinion and Order, 16 FCC Rcd 6237, 6246-47, para. 19 (2001) (*SWBT Kansas/Oklahoma 271 Order*). Thus, the *Verizon Pennsylvania 271 Order* is not determinative of the question we address here, which is whether Verizon's or petitioners' language is more consistent with the Act and our rules.

[124] *See* Verizon Network Architecture Brief at 6. Verizon states that a competitive LEC could discharge that financial responsibility, for example, by purchasing UNE transport from Verizon. *See id.* at 6.

[125] 47 C.F.R. § 51.703(b).

[126] For a more extensive discussion of Verizon's concerns regarding virtual FX traffic, *see infra*, Issue I-6.

[127] *See Intercarrier Compensation NPRM* at 9634-38, 9650-52, paras. 69-77, 112-15.

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of	)	
	)	
Developing a Unified Intercarrier Compensation Regime	)	CC Docket No. 01-92
	)	

NOTICE OF PROPOSED RULEMAKING

Adopted: April 19, 2001 **Released:** April 27, 2001

Comment Date: 90 days after publication in the Federal Register
Reply Comment Date: 135 days after publication in the Federal Register

By the Commission: Chairman Powell and Commissioner Ness issuing separate statements; Commissioner Furchtgott-Roth concurring and issuing a statement

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of various implementation problems,[175] however, the Commission has never ordered a peak-load pricing rate structure, though it has permitted such rate structures. In implementing the reciprocal compensation provisions of the 1996 Act, for example, the Commission permitted states to adopt alternative rate structures, including: (1) a higher rate for peak periods; (2) a uniform per-minute rate; (3) a capacity-based rate; or (4) a bill-and-keep arrangement, provided that traffic is relatively balanced.[176] States, however, in applying the Commission's rules governing reciprocal compensation, have generally adopted average per-minute rates. Similarly, with respect to interstate access charges, the Commission has permitted ILECs to charge either a uniform per-minute rate to recover the costs of switching, or a two-part tariff consisting of a call setup charge and a per-minute charge.[177] The Commission has also sought comment on whether it should adopt capacity-based charges to recover switching costs.[178]

110. Our recent experience with ISP reciprocal compensation issues suggests certain questions about the use of uniform per-minute charges to recover the traffic-sensitive costs of termination. In particular, it appears that the Commission may have underestimated the inefficiencies associated with the use of uniform per-minute prices. Accordingly, we seek comment first on whether an average per-minute rate structure can efficiently recover the traffic sensitive costs of interconnection, whether for reciprocal compensation or for access charges. If parties believe that such a rate structure is inherently inefficient, then we ask them to propose alternative, more efficient rate structures. We also seek comment on whether the Commission overestimated the practical difficulties associated with peak-load pricing arrangements. In particular, we seek comment on: (1) how to deal with the practical, implementation problems associated with peak-load pricing; and (2) whether a peak-load pricing structure can eliminate the regulatory arbitrage opportunities of the existing interconnection pricing regimes.

111. We also invite comment on whether alternative rate structures would be more efficient, and whether they would eliminate some of the problems we are currently experiencing. For example, we ask parties to comment on the advantages and disadvantages of using a capacity-based rate structure, and a multi-part rate structure that includes both a call set-up charge and a per-minute charge. Finally, we invite parties to propose alternative rate structures that they believe would be more efficient, and to explain the basis for their belief.

c. Single Point of Interconnection Issues

112. As previously mentioned, an ILEC must allow a requesting telecommunications carrier to interconnect at any technically feasible point, including the option to interconnect at a

[175] The practical difficulties associated with peak-load pricing schemes include: (1) that peak traffic volumes may occur at different times in different areas (*e.g.*, between a downtown business area and a residential suburb); (2) that peak periods may change over time (*e.g.*, in response to increasing Internet use); and (3) that implementing a peak-load pricing scheme may cause a shift in the peak.

[176] *See* 47 C.F.R. §§ 51.507(c), 51.713; *Local Competition Order*, 11 FCC Rcd. at 15878-79 ¶¶ 755-757, 16028-29 ¶¶ 1063-64.

[177] *See* 47 C.F.R. § 69.106.

[178] *Pricing Flexibility Order and NPRM*, 14 FCC Rcd. at 14328-30 ¶¶ 211-16.

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single POI per LATA.[179] Our current reciprocal compensation rules preclude an ILEC from charging carriers for local traffic that originates on the ILEC's network.[180] These rules also require that an ILEC compensate the other carrier for transport[181] and termination[182] for local traffic that originates on the network facilities of such other carrier.[183] Application of these rules has led to questions concerning which carrier should bear the cost of transport to the POI, and under what circumstances an interconnecting carrier should be able to recover from the other carrier the costs of transport from the POI to the switch serving its end user. In particular, carriers have raised the question whether a CLEC, establishing a single POI within a LATA, should pay the ILEC transport costs to compensate the ILEC for the greater transport burden it bears in carrying the traffic outside a particular local calling area to the distant single POI.[184] Some ILECs will interconnect at any POI within a local calling area; however, if a CLEC wishes to interconnect outside the local calling area, some LECs take the position that the CLEC must bear all costs for transport outside the local calling area.[185] CLECs hold the contrary view, that our rules simply require LECs to interconnect at any technically feasible point within a LATA, and that each carrier must bear its own transport costs on its side of the POI.[186]

113. If a carrier establishes a single POI in a LATA, should the ILEC be obligated to interconnect there and thus bear its own transport costs up to the single POI when the single POI is located outside the local calling area? Alternatively, should a carrier be required either to interconnect in every local calling area, or to pay the ILEC transport and/or access charges if the location of the single POI requires the ILEC to transport a call outside the local calling area? Further, if we should determine that a carrier establishing a single POI outside a local calling area must bear some portion of the ILEC's transport costs, do our regulations permit the imposition of access charges for calls that originate and terminate within one local calling area but cross local calling area boundaries due to the placement of the POI?[187]

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[179] *See supra* note 91 and accompanying text.

[180] *See* In the Matter of Joint Application by SBC Communications, Inc. *et al.* for Provision of In-Region, InterLATA Services in Kansas and Oklahoma, CC Docket No. 00-217, *Memorandum Opinion and Order*, FCC 01-29 at ¶ 235 (rel. Jan. 22, 2001) ("*Kansas/Oklahoma 271 Order*") (citing 47 C.F.R. § 51.703(b); In the Matters of TSR Wireless, LLC *et al.* v. U.S. West, 15 FCC Rcd. 11166 (2000), *pet. for review docketed sub nom., Qwest v. FCC*, No. 00-1376 (D.C. Cir. Aug. 17, 2000)).

[181] 47 C.F.R. § 51.701(c).

[182] 47 C.F.R. § 51.701(d).

[183] 47 C.F.R. § 51.701(e).

[184] *See Kansas/Oklahoma 271 Order, supra* note 180, at ¶¶ 232-34.

[185] SBC Reply in CC Docket No. 00-217, at 83-84.

[186] AT&T Comments in CC Docket No. 00-217, Attachment 2, Fettig Declaration, at 26-27.

[187] *See ISP Intercarrier Compensation Order* at ¶¶ 24-30 (discussing relationship between reciprocal compensation and access charges).

114. Finally, we are concerned that the interplay of our single POI rules and reciprocal compensation rules may lead to the deployment of inefficient or duplicative networks. By requiring an ILEC to interconnect with a requesting carrier at any technical feasible point in a LATA of that carrier's choosing, are we compelling inefficient network design by forcing the LEC to provision extra transport? Or, by requiring carriers to pay ILECs for transport outside a local calling area, are we forcing the competitive carrier into an inefficient replication of the ILEC network? Assuming that the ILEC receives reciprocal compensation for transporting terminating traffic, how precisely does a distant POI unfairly burden the LEC? Is the efficiency concern limited to those instances in which traffic between two networks is unbalanced and/or where transport is required beyond a certain distance? We seek comment on these questions, and any other issues related to the interplay between our single POI rules and our reciprocal compensation rules.

d. Virtual Central Office Codes

115. We seek comment on the use of virtual central office codes (NXXs),[188] and their effect on the reciprocal compensation and transport obligations of interconnected LECs. Commenters in this proceeding have indicated that some LECs are inappropriately using virtual NXXs to collect reciprocal compensation for traffic that the ILEC is then forced to transport outside of the local calling area.[189] We note that the Commission has delegated some of its authority to state public utility commissions in order that they may order the North American Numbering Plan Administrator (NANPA) to reclaim NXX codes that are not used in accordance with the Central Office Code Assignment Guidelines.[190] The Maine Public Utility Commission recently addressed the issue of virtual NXXs when it directed the NANPA to reclaim the NXX codes that Brooks Fiber used to provide "unauthorized interexchange service" as opposed to "facilities-based local exchange service."[191] In light of these developments, we seek comment on the following issues: (1) Under what circumstances should a LEC be entitled to use virtual NXX codes? (2) If LECs are permitted to use virtual NXX codes, what is the transport obligation of the originating LEC? (3) Should the LEC employing the virtual NXX code be required to provide transport from the central offices associated with those NXX codes?

2. Can CPNP Regimes Resolve the Existing Interconnection Issues and Will They Be Administratively Feasible?

116. We seek comment on how, if the Commission declines to adopt bill and keep, the existing CPNP regimes could be modified to deal with the issues presented by existing

[188] Virtual NXX codes are central office codes that correspond with a particular geographic area that are assigned to a customer located in a different geographic area.

[189] *See, e.g.*, BellSouth *ex parte* in CC Docket No. 99-68 at 2 (Nov. 7, 2000).

[190] *See* In the Matter of Numbering Resource Optimization, CC Docket No. 99-200, *Report and Order and Further Notice of Proposed Rulemaking*, 15 FCC Rcd. 7574, 7678-7682 (2000).

[191] Investigation into the Use of Central Office Codes (NXXs) by New England Fiber Communications, LLC d/b/a Brooks Fiber Docket No. 98-758, Order Requiring Reclamation of NXX Codes and Special ISP Rates by ILECs, Order No. 4, at 4 (Maine PUC June 30, 2000).

NENA Data Standards For Local Exchange Carriers, ALI Service Providers & 9-1-1 Jurisdictions

NENA Data Standards for Local Exchange Carriers, ALI Service Providers & 9-1-1 Jurisdictions
Issue 6, November 21, 2006

Prepared by:
National Emergency Number Association (NENA) Technical Committee Chairs

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One Nation 9-1-1 One Number

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1. Executive Overview

1.1 Purpose and Scope of Document

This document sets forth NENA standards for all Service Providers (SPs) involved in providing dial tone to end users whether or not they are the 9-1-1 Database Management System Provider (DBMSP) or a SP in an Enhanced 9-1-1 area. It includes Database Maintenance, Quality measurements, INP, LNP and Number Pooling standards to be utilized for any 9-1-1 system that provides information for data display. It defines measurements that support meaningful computations to allow for a better understanding of database quality and timeliness of database updates.

This document defines the provisioning requirements for E9-1-1 data integrity, content, and call delivery regardless of Access Infrastructure Provider (formerly referred to as Dial Tone Provider). It is the goal of these standards to support current and future development consistent with the concept of "One Nation, One Number". It is assumed that
Federal, State or Local legislation will supersede these standards.

This document introduces the availability of NENA Database Administration software, which may be downloaded from the NENA web page at **www.nena9-1-1.org**. There is no charge for this software which includes forms for MSAG Updates, E9-1-1 Inquires (ANI/ALI trouble resolution), and additional information. The software also allows the user to transmit the documents via various electronic methods. In addition this document defines standards for the data transmission of E9-1-1 updates by all SPs providing dial tone within the boundaries of an Enhanced 9-1-1 Jurisdiction. Utilization of these standards will provide for timely activation of emergency service databases and help to minimize costs incurred by providing accurate and consistent provisioning of ALI data. Throughout the creation of these standards, the goal was to set standards that would allow the shortest amount of time a record shall remain in an error condition. All entities must be aware of any time zone differences when discussing time frames such as one (1) business day.

1.2 Reason to Implement

How: Use of the standards will provide the basis for agreements between the 9-1-1 Jurisdictions, SPs and the 9-1-1 DBMSP.

When: Should be used at the time that arrangements are being made between the 9-1-1 Jurisdictions, SPs and the 9-1-1 DBMSP.

1.3 Benefits

Industry adoption of these standards will:

- Ensure timely and accurate ALI updates
- Ensure the consistent provision of ALI data
- Improve the overall quality of the databases
- Facilitate official standards/guidelines for database management
- Assist counties, vendors, Local Exchange Carriers and ALI SPs with establishment of quality goals and creation of a common set of quality measurements for 9-1-1 systems
- Ensure reliable 9-1-1 call delivery
- Improve communications and remove barriers across entities
- Standardize database maintenance processes
- Standardize database maintenance error codes/messages
- Standardize database maintenance forms
- Assist Local Exchange Carriers towards compliance with FCC order: CC Docket 95-116, complying with Local Number Portability.

1.4 Operational Impacts Summary

This document is written for DBMSPs, SPs (LECs, CLECs, Wireless Carriers, PS-911 customers, and any other future entity who may be required to provide address records for inclusion in an Enhanced 9-1-1 System), and Jurisdictions. It details standards for implementing and managing an Enhanced 9-1-1 database.

1.5 Document Terminology

The terms "shall ", "must", and "required" are used throughout this document to indicate required parameters and to differentiate from those parameters that are recommendations. Recommendations are identified by the words "desirable" or "preferably".

1.6 Reason for Issue

This standards document is met to convey 9-1-1 database industry standards for all 9-1-1 DBMSPs, SPs and 9-1-1 jurisdictional entities to assist in ensuring the accuracy and integrity of the 9-1-1 database.

1.7 Reason for Reissue

NENA reserves the right to modify this document. Whenever it is reissued, the reason(s) will be provided in this paragraph.

March 2001 Revisions - The following new approved standards documents have been added into this document:

Section 7	Government Entities Responsibilities
Section 19	Audits/Reconciliations

Section 24 Standards for Provision of 24 X 7 Telephone Company Contact Number to PSAP ALI Screen

March 2002 Revisions - The following standard has been revised:

Section 22 Standards for Local Number Portability to include General LNP Standards, Resolution of Failed Migrates, Resolution of Stranded Unlock Records, Wireline/Wireless Porting

The following standard/Exhibit is new:

Section 25 SP Going Out-Of-Business
Exhibit F Resolution of Failed Migrate Records
Exhibit G Resolution of Migrate Received - DBMS Record Does Not Exist
Exhibit H Resolution of Insert Received - DBMS Record Exists (Different CO ID)
Exhibit I Resolution of Stranded Unlock Records (Action)

July 2002 Revisions - The following standard has been revised:

Section 12 Standard Error Codes
Section 18 Data Quality Measurements

March 2004 Revisions – There are numerous modifications to this standard with four new sections being added:

Section 26 Global Changes to NENA ID
Section 27 Unbundled Network Elements Platform (UNE-P)
Section 28 Determining Ownership of a Telephone Number
Section 29 Wireless No Record Found Reporting Process

Also, new process flow charts have been added to the Exhibits.

November 2006 Revisions

Changed Dial Tone Provider to Access Infrastructure Provider
Section 2.27 FX/DPA/OPX Standard
Section 2.28 VoIP Shell Record
Section 4.15 Jurisdictions access to DBMS
Section 5.2 NENA ID Responsibilities
Section 5.10 When an ALI record is required
Section 6.9 Fictitious Addresses
Section 7.1.6 PSAP Manager's List of NENA Company IDs
Section 22 General LNP standards

- The Unlock function code expires after 90 days, at which time the Unlocked TN record in the DBMS and ALI databases will be removed.
- NPAC/LERG validation

- Statistical reports identifying by NENA ID stranded unlocks more than 30 days old sent to the 911 database stakeholder
- NPDI Standards modified to include VoIP
- Exhibit F through J flow charts revised
- VoIP Testing Scenarios

1.8 Date Compliance

All systems that are associated with the 9-1-1 process shall be designed and engineered to ensure that no detrimental, or other noticeable impact of any kind, will occur as a result of a date/time change up to 30 years subsequent to the manufacture of the system. This shall include embedded application, computer based or any other type application. To ensure true compliance the manufacturer shall upon request provide verifiable test results to an industry acceptable test plan such as Telcordia GR-2945 or equivalent.

1.9 Anticipated Timeline

Deployment or implementation will take place as required.

1.10 Costs Factors

Some database management system and/or service order extract modifications may be required.

1.11 Cost Recovery Considerations

Normal business practices shall be assumed to be the cost recovery mechanism.

1.12 Acronyms/Abbreviations

This is not a glossary. See NENA 01-002 - NENA Master Glossary of 9-1-1 Terminology located on the NENA web site for a complete listing of terms used in NENA documents.

2. General Data Standards

2.1 9-1-1 data for Local Exchange Carriers (LECs) must be integrated into existing Automatic Location Identification / Selective Routing (ALI/SR) systems.

2.2 NENA-02-010, NENA Formats and Protocols for Data Exchange, must be met for data exchange, format, content, and transmission protocol.

2.3 All telephone number records must be Master Street Address Guide (MSAG) valid and meet all components of the Measurements for Data Quality.

2.4 New services and features must not degrade the existing quality of the E9-1-1 System.

2.5 The LEC is responsible for directing 9-1-1 traffic from each of its end offices to the appropriate 9-1-1 selective router or PSAP as negotiated with the 9-1-1 SP.

2.6 All LECs are responsible for network management of their network components in compliance with the Network Reliability Council Recommendations.

2.7 All LECs must meet the network standard of the E9-1-1 SP for 9-1-1 call delivery.

2.8 The LEC's numbering plan follows the North American numbering standard.

2.9 Date Changes submitted by the LEC must be processed by the ALI SP's system following the Data Quality Measurements. "Processed" includes being capable of selective routing and PSAP display.

2.10 Any changes made to an MSAG i.e., ESN, Street, or Community name change, must be applied to all affected telephone number records within the ALI database.

2.11 When existing MSAGs are used to validate LEC telephone number records, the ALI SP shall negotiate the provision of a listing of valid street address information to the LEC.

2.12 Addresses not recognized by the local addressing authority must be negotiated between the LEC and the addressing authority for MSAG inclusion.

2.13 The NENA ID fields in the NENA-02-010, NENA Formats for Data Exchange, shall be used to identify the Access Infrastructure Provider and the Data Provider. Data in these fields shall be stored in the ALI database and be available for display at the PSAP. Display of this data shall be controlled by each 9-1-1 district with consideration given to the capability of the PSAP equipment to display the data.

2.14 All SPs providing dial tone or ALI record source information providers must have a NENA registered Access Infrastructure Provider NENA ID or Data Provider NENA ID. DBMSPs must maintain a table containing all NENA IDs and all incoming records shall be validated to ensure that a valid Access Infrastructure Provider NENA ID and/or Data Provider NENA ID NENA are contained on each incoming record before any service order processing begins into the DBMS. Records without a registered ID shall be returned to the originator with an error code.

2.15 LEC data must be transferred to the ALI SP electronically, following the NENA-02-010, NENA Protocols for Data Exchange, with attention paid to network security to ensure data reliability.

2.16 It is the responsibility of the LEC to notify the ALI SP of new or additional NPA NXX assignments prior to the establishment of 9-1-1 data exchange.

2.17 It is preferable that the ALI SP in the area affected by an NPA split lead and coordinate the 9-1-1 conversion effort. The capability of the ALI SP shall dictate the method for converting the ALI database, which may require reloads of telephone number data and/or ALI database conversion. All LECs in the affected area must participate in the planning process to provide lists of their prefixes and agree upon dates for the conversion of their databases and subsequent update requests. The ALI SP shall notify the PSAPs as well as coordinate required changes within the E9-1-1 tandem switches.

2.18 It is required that all LECs allow caller information to be retrieved based upon the ANI generated by the switch as well as the ported number. This will depend upon the capabilities of the ALI SP's software and database where reverse lookups are permitted by regulatory entities.

2.19 9-1-1 data included for exchange or storage for ALI retrieval shall not include telephone numbers for non-generating dial tone classes of service.

2.20 The LEC responsible for establishing telephone service and billing records for the end user is also responsible for providing the ALI data to the ALI SP. Various methods may be employed to update the ALI database and depend upon agreements between LECs and ALI DBMSPs, with attention paid to state legislative requirements.

2.21 Periodic reconciliation of the 9-1-1 database with the originator's database is required as specified in the Data Quality Measurements.

2.22 Confirmation of data transactions from the LEC to the ALI SP must be made available to the LEC. The confirmation must include the information from the populated fields of each specific transaction, the error code(s) if update was not successful, and statistical data of the total number of records received, processed, accepted and rejected.

2.23 The ALI SP may provide database extracts containing LEC telephone number data to PSAPs for inclusion in on-premise ALI databases.

2.24 The ALI SP shall restrict the usage of LEC data to emergency purposes as mandated by legislation. SP data shall not be provided to other entities without the written permission of that SP, unless legislation permits.

2.25 DBMSPs shall return errors to the Access Infrastructure Provider and/or the jurisdiction for resolution. For instructions on how to work these errors, refer to the DBMSPs web page or ask your contact for written documentation on how to interpret the errors. Errors are commonly referred to in three ways:

- Informational Error: This is an error that did not post and is waiting to reprocess for a specified period of time such as a "Failed migrate Retry."
- Soft Error: This is an error that did post, but there is some minor discrepancy that needs to be investigated such as "SR/ESN Combo is Invalid" or "Loccom Flag is Set."
- Hard Error: These are errors that did not post to ALI. SPs will see all errors with their Access Infrastructure Provider /Data Provider NENA ID, whichever is responsible for error correction. Addressing errors will be referred by the SP to the jurisdiction for resolution.

2.26 It is preferred that all of the 9-1-1 documentation listed below be transmitted electronically and retained for a minimum of three years unless state statute indicates otherwise.

- Addressing Authority Request to 9-1-1 Database Coordinator
- MSAG Update Request (Paper or Electronic)
- 911 Inquiry/ALI Discrepancy/NRF (Paper or Electronic)
- Address Correction Request
- Daily Error Corrections from Jurisdiction
- Service Order Input Files
- DBMS TN Record
- DBMS MSAG Record
- DBMS MSAGMail / 911NET / INFO911 Record

2.27 FX/DPA/OPX

A. If the FX Service originates and terminates in the same county, the E911 ALI record is the standard record currently used in that county. MSAG validation of a standard address will occur.

B. If the FX Service originates in one county, terminates in a different county, and is within the same router/tandem, The E911 ALI record is the standard record currently used for the terminating county. MSAG validation of the standard address for the terminating county will occur.

C. If the FX Service originates and terminates in different counties and these counties are in different routers/tandems the following MSAG valid record shall be built:
   i) The house Number field will be "0"
   ii) The Pre Directional will be blank
   iii) The Street Name field will contain "FOREIGN EXCHANGE"
   iv) The street suffix field will be blank
   v) The post directional field will be blank
   vi) The community name field will contain either "FX-SERVICE Jurisdiction Name of the PSAP or default PSAP serving the exchange." NOTE: Some jurisdictions preface the PSAP name with "FX-SERVICE" and some do not.
   vii) The ESN field as determined by the county, All FX Service is normally sent to a single location.
   viii) The Location field should contain as much of the service address as the field will allow. This can currently be 10, 20, or 60 characters depending on the PSAP equipment. This includes all of the above modified fields.

   This type of FX Service requires that 9-1-1 calls be answered by a live person, unless there is legislation that permits this type of FX service be answered by a recording.

D. Current NENA standards for Type of Service , 1 FX in 911 serving area, 2 FX outside 911 serving area, 4 Non Published FX in 911 serving area, and 5 Non Published FX outside 911 serving area will apply to the records.

E. Make address available with XML and use the ARA (also rings at) field.

F. The address(s) in the ARA field need(s) to contain the same address elements as the address of the main telephone number.

G. There is no limit to the number of ARA fields with XML.

H. ARA field does not need to be MSAG valid.

2.28 VoIP Shell Record

The recommendation for an MSAG VoIP Shell Record is:

HSE # field = **Blank to Blank** or **1 Low to 1 High**
(For areas that may have two ESNs for a community, the house number field would reflect 2 Low to 2 High for the second ESN.)

Street Name = **VOIP - PSAP NAME – SR CLLI**
(Adding the 4 character abbreviation of the SR CLLI is optional.)

Community Name = **Community Name**

ESN = **ESN**

The VoIP Shell Record will be established to allow a VPC provider to start populating their ESQK records into the 9-1-1 database. The MSAG Coordinator/Jurisdiction will follow existing normal MSAG update procedures located in NENA 02-011, Sections 7 and 10.

ESN changes will be made via the existing processes that are in place for MSAG changes located in NENA 02-011, Sections 7 and 10.

If the dynamic VoIP record is not sent to the PSAP during a 9-1-1 call, the shell record will be sent with the ESQK. This may indicate a possible problem with the dynamic V-E2 interface. This may/could indicate a problem at the VPC and/or the circuits between the VPC and ALI DB.

2.29 Any type of service that can dial 9-1-1 must have a record in the traditional ALI database or be provided dynamically during 9-1-1 call processing.

3. Electronic Maintenance Document

(See Exhibit E for screen prints)

3.1 It is desirable that the NENA 9-1-1 Database Administration Forms software be used to replace existing 9-1-1 manual maintenance forms. This optional software includes forms for MSAG Updates, E9-1-1 ANI/ALI Trouble Resolution Inquiries, and additional information. *NOTE: It is not the intent of NENA to preempt any existing electronic communication that may exist today from your current Database Provider.*

3.2 9-1-1 DBMSPs, SPs and Jurisdictions may use the NENA 9-1-1 Database Administration Forms as a standard method for communicating ANI/ALI discrepancies, MSAG changes, and additional information.

3.3 These Electronic forms provide a consistent means to exchange 9-1-1 data between 9-1-1 DBMSPs, SPs, and Jurisdictions for the purpose of maintaining accurate customer records and MSAG entries.

3.4 These Electronic forms are a WINDOWS based application (Versions 3.1, 3.11, Win95', 2000, XP, or NT are supported). The user screen resembles 3 file tabs. The first 'tab' is a form to enter ANI/ALI Trouble Reports, the second 'tab' is a form to enter MSAG related data and the 3rd 'tab' is a blank page for entering additional information in free form text.

3.5 These forms can be saved in a file with the extension ".daf" (encrypted data file) or ".txt" (text file). This file may be encrypted for confidential transmission via Internet, modem or floppy disk.

3.6 The encrypted file may only be viewed using the NENA 9-1-1 Database Administration Forms software. If a hard copy is required, the records may be printed for filing and/or faxing.

3.7 Each record within a file has a system assigned control number and is date/time stamped to assist in tracking the progress of each record.

3.8 Each file produced by the software application may contain up to 50 sets of ANI/ALI Trouble Reports and/or MSAG records and/or Additional Information. Attached to each record are the name, address and contact information of the person originating the form and the last referral contact information.

3.9 The NENA 9-1-1 Database Administration Form may be obtained free of charge by accessing the NENA home page on the Internet (www.nena9-1-1.org) or may be ordered from NENA at a nominal processing charge.

3.10 The same considerations are to be given to electronic files as with current paper records; i.e.; retention, security, backups, archiving.

4. 9-1-1 Data Base Management System Provider Responsibilities

(Refer to Exhibit A)

4.1 All SPs providing dial tone or ALI record source information providers must have a NENA registered Access Infrastructure Provider NENA ID or Data Provider NENA ID. DBMSPs must maintain a table containing all NENA IDs and all incoming records shall be validated to ensure that a valid Access Infrastructure Provider NENA ID and/or Data Provider NENA ID NENA are contained on each incoming record before any service order processing begins into the DBMS. Records without a registered ID shall be returned to the originator with an error code.

4.2 9-1-1 DBMSPs must process each SP's update file(s) and provide positive electronic confirmation of the processing of 9-1-1 DBMS updates to all SPs within one (1) business day of receipt of the file from the SP. The confirmation shall include the entire TN record processed, date and time processed, number of records processed, number of records that erred, and the actual error records. This can be accomplished with any NENA data exchange format. As a long-term solution, SPs want confirmation of not only DBMS updates, but also confirmation of ALI and selective router updates being processed.

4.3 9-1-1 DBMSPs must not correct a SP's error records without that SPs written authorization.

4.4 9-1-1 DBMSPs must work Function of Change (FOC) errors with written authorization and return the remaining errors to the appropriate SP in an electronic format. FOC errors are:

- Record Already Exists, Insert Not Allowed
- Record Does Not Exist for A Change
- Record Does Not Exist for A Delete
- Customer Code Does Not Match
- Unlock Attempted on a Non-existent TN
- Migrate Attempted on a Non-existent TN

4.5 9-1-1 DBMSPs shall be responsible for loading ALI systems. SPs shall not update ALI systems directly.

4.6 Where not restricted by law, it is desirable that 9-1-1 DBMSPs provide reverse ALI lookup capabilities during an emergency situation (see Section 17). Some types of service (multi-party lines, DID lines) do not generate ANI, which in turn will not request an ALI lookup. Manual query capability by the Jurisdiction may assist with dispatching emergency services.

4.7 When a telephone subscriber disconnects their telephone service, the number must be deleted from the 9-1-1 ALI and DBMS except when the telephone number is a soft dial tone number (see Section 5.9).

4.8 DBMSPs shall provide restricted clerical access by NENA ID to all SPs. This will allow the SPs access to their TN and error records. Additionally, MSAG view only shall be allowed. It is desirable for SPs to correct errors and manage their TNs in the DBMS. This process does not circumvent the routine service order update process.

4.9 In order to maintain database accuracy and update timeliness, 9-1-1 DBMSPs must forward copies of all MSAG Update Requests, ANI/ALI Trouble Reports, Daily Error Files, No Record Found (NRF) reports within one (1) business day of receipt to all SPs. Additionally, all documents must be logged with date/time stamp.

4.10 The DBMSP shall first investigate the NRF to determine if the number is in the database. If the TN was in the DBMS at the time of the call, the DBMSP will investigate the reason that ALI was not displayed and report findings to the Jurisdiction.

If the wireline number is not in the DBMS, the DBMSP will determine ownership of the telephone number and forward the NRF report to the SP within one business day of receipt from the jurisdiction.

4.11 All dial tone and data provider TN records must contain a unique NENA ID that is officially registered with NENA.

4.12 It is preferred that only MSAG valid records be updated to the ALI database. NRF conditions shall occur rather than the posting of non-MSAG valid data to the ALI database.

4.13 The DBMSP is required to treat all SPs records with parity according to FCC guidelines.

4.14 If the wireless callback number is delivered as ANI, the ALI query owner/routing provider needs to be able to distinguish whether the call is from a wireline or wireless phone, and shall indicate that in the class of service field on the display. If the pANI is sent as ANI, the display is not an issue, since only the information for the pANI will display.

4.15 The 9-1-1 jurisdiction's Database Coordinator shall have limited access to information contained in the 9-1-1 DBMS that is maintained by their Database Management System Provider. The 9-1-1 jurisdiction's Database Coordinator shall be able to obtain a user id and password to access the interface. This will provide the ability to view and/or print their TN and MSAG records as permitted by state or federal law. This interface shall be used solely for the purposes of DBMS/ALI database maintenance and quality control.

5. Service Provider's Responsibilities

(Refer to Exhibit A)

5.1 All SPs providing dial tone or ALI record source information providers must have a NENA registered Access Infrastructure Provider NENA ID or Data Provider NENA ID. DBMSPs must maintain a table containing all NENA IDs and all incoming records shall be validated to ensure that a valid Access Infrastructure Provider NENA ID and/or Data Provider NENA ID NENA are contained on each incoming record before any service order processing begins into the DBMS. Records without a registered ID shall be returned to the originator with an error code.

5.2 It is the responsibility of the Company requesting a NENA Company ID to ensure the information is always accurate. Any changes must be submitted by using the Company Identifier Data Base Input Form and selecting "Update to Existing CID." The Administrative Contact Person should verify their information on the NENA web page at least quarterly to ensure all data is accurate.

5.3 It is preferable that all SPs MSAG validate 9-1-1 daily updates.

5.4 If a SP is pre-scrubbing their records, they must work closely with the 9-1-1 DBMSP and the Jurisdiction in order to maintain a mirror image of the 9-1-1 DBMSP's MSAG.

5.5 If a SP uses an abbreviation or a postal community name field in their service order system and this is the same data which is being provided to 9-1-1, it is the SPs responsibility to correct the spelling of the MSAG community name before sending the record to the 9-1-1 DBMSP. If SPs do not transmit MSAG valid data to DBMSPs, records will error and as such must be transmitted back to the SP for correction. This will cause a delay in updating the ALI database.

5.6 Exchange name validation is no longer valid with SP Local Number Portability; therefore, all records must be supplied with a valid MSAG community name. Valid MSAG community name (used to validate daily updates) is defined as the community name the Jurisdiction wants to see displayed for the purpose of dispatching emergency services. If the Jurisdiction chooses not to use postal communities as their MSAG community name, the SP must be advised by the Jurisdiction what the valid postal community name is for that particular MSAG range. NENA Versions 3, 4, and XML have two community name fields: MSAG community name and Postal community name.

5.7 If a SP is reselling services for another SP, the NENA ID on the record must be the ID of the Access Infrastructure Provider, not the billing company. If a Jurisdiction encounters any problems with dispatching, they shall require the 24-hour trouble number for the Access Infrastructure Provider.

Note: NENA V2.1, 3 and 4 allow for two NENA ID's: Access Infrastructure Provider NENA ID and Data Provider NENA ID.

5.8 All SP's TN records must contain at a minimum a unique Access Infrastructure Provider NENA ID. The NENA ID must also be included on any TN listings or white page listings that may be sent to a Jurisdiction for their use with readdressing.

5.9 Each SP is responsible for ensuring their customer records are transmitted to the appropriate Database Management and/or Selective Routing System Provider within one (1) business day of when the service change occurs. This may entail sending the same updates to multiple providers if one company is providing selective routing and another company is providing ALI lookup.

5.10 Soft Dial Tone is a service provided at a wireline subscriber's location who has disconnected service and the SP chooses to leave the facilities in place to this location allowing service to be provisioned quickly for a new subscriber at that same location. This service provides dial tone with calling ability limited to the SP's business office and/or 9-1-1. When 9-1-1 is dialed from this type of soft dial tone service, the PSAP may not have the ability to call the subscriber back if the service does not allow incoming calls.

It is desirable that if a SP provides soft dial tone, an ALI record also be provided until a "live" customer assumes the service. If call back is unavailable, this must also be indicated in the ALI response message. It is further preferable that in the XML field, Special Attention Indicator (SAI), a value of "3" shall indicate soft dial tone, callback available; and a value of "4" shall indicate soft dial tone, callback NOT available. The customer name field shall not reflect the previous customer name when the customer has disconnected service. A suggested example is shown below:

Example of Soft Dial Tone ALI record: SOFT DIAL TONE -- NO CALLBACK

It is desirable that if a wireline SP supports suspended services including but not limited to vacation service and temporary denial for non-payment, the ALI record not be removed from the 9-1-1 database unless the subscriber's account is permanently disconnected. At that time, the dial tone provider may choose to place soft dial tone at the location. If that occurs, Section 5.8, SP Responsibilities, standards apply. When 9-1-1 is dialed from a line with any type of suspended services, the PSAP may not have the ability to call the subscriber back if the service does not allow incoming calls. Should this occur, a live or recorded intercept message may be heard. As the ALI record has not been removed, the existing customer information must be provided to the PSAP.

Any type of service that can dial 9-1-1 must have a record in the traditional ALI database or be provided dynamically during 9-1-1 call processing.

5.11 Carriers who supply Type 1 interconnection telephone numbers to wireless carriers shall ensure that those TNs are **NOT** included in the 911 DBMS.

5.12 Wireline NRF reports must be investigated and resolved within one business day of receipt. The investigation results (e.g. record entered in DBMS, line disconnected) must be communicated to the Jurisdiction and/or the DBMSP (verify process with DBMSP).

5.13 Wireless NRF reports shall be investigated by the SP as soon as possible and results of the investigation returned to the Jurisdiction within 5 business days of receipt.

6. NEW ENHANCED 9-1-1 CONVERSION STANDARDS

(Refer to Exhibits A and B)

6.1 At the time the 9-1-1 DBMSP enters into an E9-1-1 Contract or signs a Letter of Agreement with a Jurisdiction, the 9-1-1 DBMSP is responsible for notifying all SPs within that Jurisdiction's boundaries of the conversion to a new Enhanced 9-1-1 system. SPs include PS911 and wireless SPs. This will allow all Access Infrastructure Providers sufficient time to negotiate the appropriate contracts/agreements required for MSAG development and to prepare their customer records for E9-1-1. The 9-1-1 DBMSP and all SPs must jointly agree upon all customer timelines and commitments. 9-1-1 DBMSPs may not make commitments for SPs.

6.2 Within 30 days of Contract or Letter of Agreement signing, the 9-1-1 DBMSP shall host a meeting and/or conference call with all SPs, the United States Postal Service/Canada Post, and the Jurisdiction's address coordinator and/or address vendor to discuss conversion requirements and procedures.

6.3 The 9-1-1 DBMSP and each SP must provide their Street Address Guide (SAG), if available, at the time of the conversion meeting/call in order to develop an initial MSAG.

6.4 Actual telephone customer service records shall not be used to create an MSAG in order that all records validate to ALI. Actual telephone records may be used to create a preliminary SAG; however, the initial load of these TN records into the 9-1-1 DBMSP shall **NOT** occur until the final MSAG is approved by the Jurisdiction.

6.5 It is required that city style, {911 Dispatch Lane, 911911 Highway 11} United States Postal Service/Canada Post approved addressing be adhered to. United States Postal Service Publication 28 is the required thoroughfare abbreviation (street suffix) standard and is available through the National Address Information Center in Memphis, TN, at 1-800-238-3150 or may be downloaded at: http://pe.usps.gov/cpim/ftp/pubs/Pub28/pub28.pdf. The Canadian Addressing Guide may be downloaded from the Canada Post / Postes Canada web site at URL :
English:
http://www.canadapost.ca/business/offerings/address_management/can/addressing_guide-e.asp
French:
http://www.postescanada.ca/business/offerings/address_management/can/addressing_guide-f.asp

6.6 It is required that the Jurisdiction coordinate addressing standards with the United States Postal Service/Canada Post to ensure accurate and common addressing.

6.7 It is desirable that Jurisdictions, DBMSPs, and SPs have a 98% database accuracy (MSAG valid ALI records) prior to taking 'LIVE' Enhanced 9-1-1 calls.

6.8 During conversion each SP must work directly with the Jurisdiction to obtain MSAG valid addresses for their telephone service records.

6.9 Fictitious addresses or "NO ADDRESS," other than what is defined by NENA standards, shall not be used.

6.10 The Jurisdiction's authorized 9-1-1 Database Coordinator is the only entity allowed to approve changes to the MSAG. No 9-1-1 DBMSP or SP shall make MSAG changes without written authorization from the Jurisdiction except for internal telco type fields such as county code and exchange code.

6.11 It is preferable that the Jurisdiction work with the appropriate SP to gather each resident's name, telephone number, old address and new address in those areas being readdressed for Enhanced 9-1-1. The key inquiry field in most service order systems is the telephone number. Depending on State Legislation and/or Public Service Commission regulations, a telephone company may be able to assist the Jurisdiction during the initial conversion process by providing a customer listing.

6.12 Preliminary TN listings or White Page Listings that are provided by a SP to a Jurisdiction who is addressing must also contain the SP's NENA ID as a field in each record. This shall allow the Jurisdiction and/or their addressing vendor to return any address correction to the appropriate SP.

7. GOVERNMENT ENTITIES RESPONSIBILITIES

(Refer to Exhibit A)

7.1 General

7.1.2 It is suggested that Jurisdictions acknowledge and make their management aware that with the implementation and maintenance of Enhanced 9-1-1, there must be a commitment in both staffing and response to the SPs and/or the DBMSP, whichever is applicable.

7.1.3 If a Jurisdiction has multiple PSAPs, cities, townships, etc who are responsible for their own addressing and error resolution, it is preferred that they flow their information to a single focal point in the Jurisdiction, normally referred to as a Jurisdiction 9-1-1 Coordinator or Jurisdiction 9-1-1 Database Coordinator.

7.1.4 It is a Jurisdiction's responsibility to notify all known SPs of the Jurisdiction's current contact name, telephone number, fax number, and mailing address. Refer to NENA 06-001, NENA Standards for Local SP Interconnection Information Sharing.

7.1.5 It is desirable that every attempt be made to return written inquiries from SPs within one (1) business day.

7.1.6 PSAP Managers are responsible for compiling a list of all NENA IDs in their 9-1-1 system's serving area for the PSAP Supervisors. This list must be verified quarterly, at a minimum, to ensure accuracy.

7.2 Conversion

7.2.1 Upon notification from the addressing authority that a readdressing or annexation project is being implemented, it is the Jurisdiction's responsibility to provide advance notification to all known SPs. The jurisdiction may negotiate with their DBMSP to provide this advance notification. The DBMSP is then responsible for notifying all SPs so they can prepare for the additional work volume.

7.2.2 The local addressing authority is responsible for notifying all property owners of their new address once agreement from the Postal Service and the Jurisdiction's 9-1-1 Database Coordinator has been received.

7.2.3 Once the post office has implemented the addressing by updating their Address Management System, the local addressing authority is responsible for providing all readdressing to the Jurisdiction's 9-1-1 Database Coordinator who in turn must supply the information to the appropriate SP(s). The local addressing authority is responsible for addressing (naming & numbering) within its boundaries and supplying the Jurisdiction 9-1-1 Database Coordinator with the final postal approved addressing. It is desirable that all readdressing be sorted by NENA ID, NPA/NXX, or some other locally determined method which shall allow the work

to be sent to the correct SP. Refer to Section 2. General Data Standards in NENA 02-011 and NENA 06-001, NENA Standards for Local SP Interconnection Information Sharing.

NOTE: Postal Approval may not be required in all cases. For example, a township or village where there are no mail carriers and all residents must pick up their mail at their post office box. Another example might be communication boxes along railroad tracks or major highways.

7.3 Maintenance

7.3.1 The Jurisdiction's 9-1-1 Database Coordinator is responsible for ensuring that postal approved addressing is distributed to the appropriate SPs. The Coordinator may perform this task or assign it to a local addressing authority.

7.3.2 Jurisdictions are responsible for the maintenance and content of their MSAG. As street changes or additions are made within the Jurisdiction's boundaries, the Jurisdiction's 9-1-1 Database Coordinator is responsible for completing an MSAG Update Request/Ledger and ensuring that all known SPs receive a copy within one (1) business day. Refer to Exhibit D for complete flow. The jurisdiction may negotiate with their DBMSP to provide copies of the MSAG Update Requests to other SPs. If this agreement is reached, the DBMSP is then responsible for forwarding a copy of all MSAG Update Requests within one (1) business day to all SPs.

7.3.3 As NRFs, misroutes, or erroneous ALI displays are noted at the PSAP, it is required that a 9-1-1 Inquiry Form be completed by the calltaker and returned to the Jurisdiction's 9-1-1 Database Coordinator within one (1) business day. The 9-1-1 Database Coordinator is then responsible for reviewing, researching, and forwarding the inquiry to the DBMSP within one (1) business day. Refer to Exhibit C for complete flow.

NOTE: In some areas, where applicable, 9-1-1 Inquiry forms for erroneous ALI displays are routed directly to the entity providing the dial tone (Service Provider) based on the Access Infrastructure Provider NENA ID displayed at the time of the call.

7.4 The Jurisdiction is responsible for obtaining as much information as possible on the NRF and reporting the information within one business day to the SP. It is desirable that the Jurisdiction locate the SP for a Wireless Call by using the various systems available (NPAC, NeuStar IVR – refer to Section 29). Wireline NRF reports may be forwarded directly to the DBMSP.

The ANI on the NRF is absolutely necessary. The date and time of the call are critical and must be provided for any investigation to occur. Any other information obtained from the caller is helpful for investigation of the NRF.

7.5 DBMSP ELT Tables to Jurisdiction's ESN Listing
It is desirable that on a quarterly basis, Jurisdiction's obtain a copy of their ELT (English Language Translation) tables from the DBMSP to ensure the descriptions agree with their ESN listings.

7.6 It is preferred that the Jurisdiction MSAG be compared with the DBMSP MSAG at least twice a year.

If a Jurisdiction is also maintaining an MSAG on their internal systems it will be beneficial for the Jurisdiction to request a copy of their MSAG from the DBMSP at least twice a year and perform their own internal compare. If an accurate electronic audit is performed, the database coordinator need only review the discrepancies.

Performing this type of compare shall create benefits by reducing daily errors, NRFs, misroutes, processing 9-1-1 inquiry forms, and liability

Minimum Set of Fields for Audit: Prefix Directional, Street Name, Street Suffix, Post Directional, Low Range, High Range, MSAG community name, Postal community name, State, Odd/Even/Both, and ESN.

Output Files/Reports: Reports that reflect any discrepancies in any of the compared fields. The DBMSP must obtain concurrence from the Jurisdiction as to which entries need correcting. This can be accomplished by the Jurisdiction creating an MSAG Update Request to the DBMSP and all known SPs. (See section 7.3.2)

7.7 The *County and/or Municipality officials* shall be the entity responsible for addressing and numbering systems. However, it is required that a system be selected that best supports the following:

- Clear identification of addresses for specific physical locations, without duplication of house numbers and street names within jurisdiction or postal areas.
- Designed to handle future MSAG additions with minimal disruption to the addressing initially established.
- Addressing shall be coordinated between municipalities, emergency service providers, and the United States Post Office/Canada Post.
- The 9-1-1 jurisdiction determines the ALI displayed community name. If a postal community is not used, this must be closely coordinated with the DBMSP as there are several methods for accomplishing this:
    - Use the English Language Translation tables (ELT) which defines responders (police, fire, ambulance) and add a community name that applies to each specific ESN.
    - Use an AKA process that can be applied at the house number range and street name level.
    - Use an abbreviation process that can be applied at the street name and/or community name level.
    - Dedicated 9-1-1 address in their service order systems.
    - Service address field in service order system.
- Comply with United States Post Office Publication 28/Canadian Addressing Guide addressing guidelines especially the thoroughfare abbreviations (street suffix).

Additional information may be found in NENA Publications:

- Addressing Systems, A Training Guide for 9-1-1
- E9-1-1 Database Guide (for street abbreviations, refer to United States Post Office Publication 28/Canadian Addressing Guide)

8. STANDARDS FOR ERROR RESOLUTION PROCESS

8.1 9-1-1 DBMSPs shall work Function of Change (FOC) errors with written authorization and return the remaining errors to the appropriate SP in an electronic format. FOC errors are:

- Record Already Exists, Insert Not Allowed
- Record Does Not Exist for A Change
- Record Does Not Exist for A Delete
- Customer Code Does Not Match
- Unlock Attempted on a Non-existent TN
- Migrate Attempted on a Non-existent TN

8.2 Each SP is responsible for resolving their own errors by working directly with the Jurisdiction.

8.3 If an MSAG update is required to correct an error, the Jurisdiction must send an MSAG Update Form to their 9-1-1 DBMSP and ALL SPs.

NOTE: By using the NENA 9-1-1 Database Administration Forms software provided on the Internet, a Jurisdiction will be able to Email all SPs and the 9-1-1 DBMSP at one time. This will allow all parties requiring the information to receive it at the same time.

8.4 After receiving confirmation of the MSAG change from the 9-1-1 DBMSP, the appropriate SP(s) shall issue correcting service orders which will flow to the 9-1-1 Data Provider in the daily update process.

8.5 In an effort to maintain the integrity of the 9-1-1 databases and to provide accurate ALI bids, it is preferred that Jurisdictions resolve errors within one (1) business day of notification.

8.6 An error is defined as any telephone number record that does not pass all database management system edits including but not limited to invalid or missing fields, table edits, or MSAG validation as determined by the ALI provider's DBMS.

9. ANI/ALI TROUBLE REPORTING PROCESS (Refer to Exhibit C)

9.1 All ANI/ALI Trouble Reports must be sent to the 9-1-1 DBMSP.

9.2 The 9-1-1 DBMSP must determine if there are any database or selective routing problems on their end prior to forwarding the trouble report to the appropriate SP.

9.3 Within one (1) business day, the 9-1-1 DBMSP must forward all ANI/ALI Trouble Reports to the appropriate SP indicating whether or not trouble was found on their end or if the SP needs to also check their equipment and systems.

9.4 The SP shall have one (1) business day to resolve the ANI/ALI Trouble Report and return it to the 9-1-1 DBMSP. Upon receipt, the 9-1-1 DBMSP must return a completion notification to the originator.

9.5 Refer to Exhibit C for Process Flow.

10. MSAG MODIFICATION PROCESS FLOW

(Refer to Exhibit D)

10.1 The Jurisdiction's authorized 9-1-1 Database Coordinator is the only entity allowed to approve changes to the MSAG. It is required that no 9-1-1 DBMSP or SP make MSAG changes without written authorization from the Jurisdiction except for internal telco type fields such as county code and exchange code.

10.2 All SPs must obtain an initial complete MSAG via the negotiated medium (CD-ROM, file transfer, diskette, Email, paper) from the 9-1-1 DBMSP per the negotiated contracts. As Jurisdictions request changes to their MSAG, they shall forward a copy to all SPs unless arrangements have been made for the 9-1-1 DBMSP to forward a copy of the request to all SPs within one (1) business day. This is necessary to ensure all subscriber records contain MSAG valid addresses. Each SP must ensure their service order records are updated with an MSAG valid address.

10.3 When MSAG changes are made at the authorization of the jurisdiction, all affected TNs are updated. It is not the DBMSP's responsibility to provide a listing of affected TNs back to the SP. SPs are required to use the MSAGs to validate and identify their TNs impacted by the MSAG changes.

10.4 If a Jurisdiction is requesting an MSAG range deleted and there are TN records attached to the MSAG, it is required that the DBMSP print the associated TN's and return to the Jurisdiction 9-1-1 Database Coordinator prior to making any MSAG changes.

10.5 Refer to Exhibit D for Process Flow.

10.6 Structure-based MSAGs are <u>not</u> a NENA standard.

A structure-based MSAG is an MSAG consisting of a listing of all individual or shortened contiguous house numbers within a 9-1-1 service area, rather than a range of house numbers. Example: Structures at 1, 2, 3, 4, and 8 would be listed on the structure-based MSAG as 1-1, 2-2, 3-3, 4-4, 8-8 or 1-4, 8-8; rather than a complete range of 1-8.

Due to geographic limitations (uninhabitable property, mountains, open spaces, lakes, etc.), it may be necessary to have range gaps. Example: 1-7, 100-499, 700-999 on the same street.

The streets and addresses are assigned selective routing codes or emergency service numbers (ESNs) to enable proper routing of 9-1-1 calls. This type of MSAG contains only house numbers for those locations with a physical structure and/or telephone instrument.

10.6.A Building a structure-based MSAG does not improve or degrade data quality. Structure-based MSAGs may delay ALI updates and will require extensive manual intervention by both jurisdictions and DBMSPs.

10.6.B GIS Mapping supports geo-coding and can be used to create a traditional range-based MSAG. However, a traditional range based MSAG cannot be used to create a spatially accurate GIS database needed for geo-coding and GIS Mapping.

10.6C A jurisdiction desiring to utilize an in-house structure-based MSAG does so of their own choice. It is the jurisdiction's responsibility to ensure that all structure addresses are included in the range-based MSAG. The jurisdiction's database manager shall routinely compare the in-house structure-based MSAG to the range-based MSAG to ensure that all low and high house numbers are included.

10.6D A jurisdiction utilizing an in-house structure-based MSAG may request a complete TN extract file and/or a daily service order update file from their DBMSP to compare with the jurisdiction's own in-house structure-based MSAG. It is desirable that the jurisdiction periodically request a copy of their MSAG from the DBMSP to ensure accuracy (NENA 02-011, Section 7.6, Government Entities Responsibilities).

11. NO RECORD FOUND REPORTS

11.1 The 9-1-1 DBMSP shall provide centralized/regional ALI systems' "No Record Found Reports" to the appropriate SP on a daily basis.

11.2 It is required that SPs generate a service order update back to the DBMSP within one (1) business day, if appropriate. SPs must send back an explanation within one (1) business day as to whether the record was updated or the NRF was a type of service that could not be fixed; i.e.; Express Dial Tone Service, Quick Connect Service, call from illegal service, etc.

11.3 For specific details on the handling of No Record Found or ALI discrepancy conditions, refer to the current edition of NENA's E9-1-1 Database Guide or consult with your DBMSP.

12. STANDARD ERROR CODES

Group	Error Code	Description	MSAG/NON-MSAG
Data Errors			
	100	Illegal Class of Service	NON-MSAG
	101	Illegal Type of Service	NON-MSAG
	102	Illegal Function Code	NON-MSAG
	103	Not MSAG Valid	MSAG
	104	House Number Not Valid [if DMS capable]	MSAG
	105	Street Name Not Valid [if DMS capable]	MSAG
	106	Directional Not Valid [if DMS capable]	MSAG
	107	Community Name Not Valid [if DMS capable]	MSAG
	108	Exchange Matching Failed	MSAG
	109	Illegal NENA ID (Section 2.14, 4.1, 5.1)	NON-MSAG
Functional Errors			ALL NON-MSAG
	200	Record Already Exists, Insert Not Allowed	
	201	Record Does Not Exist for A Change	
	202	Record Does Not Exist for A Delete	
	203	Customer Code Does Not Match	
	204	Unlock Attempted on a Non-existent TN	
	205	Migrate Attempted on a Non-existent TN	
Portability Errors			LNP ERRORS
	300	Unlock Attempted on an unlocked TN (different NENA ID)	
	301	Migrate Attempted on a Locked TN	
	302	Insert Attempted on a TN that is unlocked	
	303	Change Attempted on a TN that is unlocked	
	304	Delete Attempted on a TN that is unlocked	
	305	NENA ID's Do Not Match on a Change or Delete	
	306	NENA ID's Do Not Match on unlock	

13. STANDARD FUNCTION CODES

13.1 I - Insert telephone record.

13.2 C - Change telephone record requires NENA ID field to match.

13.3 D - Delete telephone record requires NENA ID field to match.

13.4 U - Unlock telephone record transaction sent by the Donor Company. This will make the telephone number available for the Recipient Company to overwrite the embedded telephone number record. The "U" function code requires a match on the NENA ID.

13.5 M - Migration transaction sent by the Recipient Company. This transaction requires an "unlocked" record in the 9-1-1 database and shall replace the customer information and the NENA ID on the "unlocked" record. The "M" function code does not require a match of NENA ID. If there is not a "U" record with the same telephone number in the 9-1-1 ALI database the "M" transaction must be treated as an error with a unique error code or a unique process.

NOTE: It is required that a complete record be sent.

13.6 E – Delete all error records associated with the corresponding calling telephone number that are in the DBMSP's error file. No updates are made to the TN/ALI database when Function of Change (FOC) = E. Provides method for SPs to clean up any errors if no subsequent activity will be issued for the Calling Telephone Number.

14. METHOD OF COMMUNICATING

14.1 It is required that SPs transmit initial loads, daily updates, error files, MSAG updates, complete MSAG's, and 9-1-1 inquiries in a mechanized electronic format.

14.2 All TN records {9-1-1 DBMSP and SPs} must contain an entry in the NENA ID field that is officially registered with NENA.

15. NXX ADMINISTRATION

DBMSPs shall be responsible for verifying LERG and assigning new NPA/NXX/Exchange/Selective Router data to their respective DBMS.

16. NPA SPLIT NOTIFICATION

Most SPs have an internal procedure for working NPA splits. However, due to the critical nature of 9-1-1 service, it is required that each Local SP notify in writing the 9-1-1 DBMSP and the Jurisdiction when an NPA split is occurring. It is further requested that the following information be provided:

* OLD NPA
* NEW NPA
* NXX
* EXCHANGE NAME/RATE CENTER
* EXCHANGE (4 character abbr. in MSAG) [ALEC'S MAY NOT USE]
* DATE BILLING SYSTEM WILL START TRANSMITTING NEW NPA
* DATE OF ANI (SWITCH) CONVERSION
* DATE OF PERMISSIVE DIALING
* DATE OF MANDATORY DIALING

The following 9-1-1 databases may need to be updated:
-Automatic Location Identification (ALI)
-Selective Routers/Tandems
-PSAP Equipment

NPA splits must be a coordinated effort between the 9-1-1 DBMSPs and all SPs. When the 9-1-1 DBMSP has been notified of an NPA split it is required that they assume coordination responsibilities for updating all affected 9-1-1 databases under their control.

17. RETRIEVAL CONDITIONS for ALI Database Records

9-1-1 jurisdictions may retrieve or otherwise have access to an ALI record under the following conditions:

1. An automatic retrieval and display may be made to a telecommunicator (i.e., Jurisdiction call taker or dispatcher) when that telecommunicator answers a 9-1-1 call. This provisioning meets the Electronic Communications Privacy Act of 1986 (ECPA) in that by placing a 9-1-1 call, the caller is granting permission for its telephone company to disclose the information to a government agency.

2. Where not restricted by law, a telecommunicator is authorized to manually retrieve a caller's ALI on the basis of the caller providing the caller's telephone number (ANI). This permission is granted because a call may arrive without the ANI or the caller may be calling from a neighbor's phone, for example, to report a fire at the caller's location, which is in a different fire district than the neighbor's location. This meets the ECPA requirement in that the caller is granting permission.

3. Where not restricted by law, a Jurisdiction's administrator may retrieve an ALI record to insert information received from the subscriber into the "Comments" field of the record. Because the subscriber is requesting the entry, permission is given, meeting the ECPA requirements. The Jurisdiction administrator is prohibited from disclosing this information to any other person.

The following information is shown as an explanation of the impact of ECPA (Electronic Communications Privacy Act).

Confidential Nature of the ALI Database ----------

1. Legal basis for confidential nature:

While the ALI database is specifically created for use by a 9-1-1 jurisdiction, it contains confidential telephone company information that may not be disclosed except under conditions that meet the requirements of the Electronic Communications Privacy Act 1986 (ECPA), 18 USC [section symbol] 2701, et sequens. ECPA prohibits regulated telecommunications companies from disclosing to government agencies customer record information without either the customer's permission or a legal mandate. In particular, 18 USC [section symbol] 2703(c) provides regulated disclosure of "a record or other information pertaining to a subscriber to or customer of such service not including the contents of communications covered by subsection (a) or (b) of this section...." Subparagraph (c)(1)(B) permits disclosure to a governmental agency only with (i) subpoena, (ii) warrant, (iii) court order, or (iv) "consent of the subscriber or customer to such disclosure." The name, address and phone number of a customer constitute a "record or other information pertaining to a ...customer" as used in [section symbol] 2703(c).

2. Application of ECPA to ALI database

The key aspect of EPCA is "disclosure," whereby if the 9-1-1 Jurisdiction already has a subscriber's name, telephone number and address information via the published white pages of a telephone directory or other source, the confidentiality requirement listed above does not apply. Similarly, once a person has called 9-1-1 and previously confidential information is provided to the 9-1-1 district as a result of that call, the telephone company has no confidential requirement for that information regarding that governmental entity as it has been disclosed by the caller. The confidential requirement of the ALI database pertains to the nonlisted telephone address, which the customer has requested that the telephone company neither publish in a directory nor disclose upon being asked for that information. Because that confidential information is a part of the ALI database, the ALI database itself must be handled as if it were completely confidential.

18. DATA QUALITY MEASUREMENTS

The following Data Quality Measurements are being issued with the knowledge that some SPs will require extensive development to their current data management platforms and possibly to their legacy service order and billing systems which may take several years to accomplish.

It is also understood these measurements will only be available to SPs and governmental agencies if all metrics can be captured electronically. This means that all SPs must be able to transmit daily updates, daily stats, daily errors, and daily MSAG entries via a mechanized transmission. Also, government agencies must input all E9-1-1 inquiries, MSAG modifications, or any other work request into an online system in order for all metrics to be captured. NENA does not support any SP being required to manually track the data quality measurements unless mutually agreed to by all parties (SP and PSAP).

Many NRFs may be caused by service order processing delays. Some SPs do not generate an update to E9-1-1 and other systems until a service order is completed and error free. The number of NRFs is increasing due to changing technologies (wireless, manual bids, VoIP, etc.). All NRF conditions shall be identified with a type code for the technology being used that produces the NRF telephone number.

At a minimum, all reports shall be available by the DBMSP at the following levels: ALI Provider NENA ID, Data SP NENA ID, State, County, and PSAP.

It is desirable that all supporting detail to the reports be retained for a minimum of a rolling three (3) month period.

NOTE: Currently, some DBMSPs return errors electronically to the originator and do not retain copies on their system. In order to generate the data quality measurements, DBMSPs must retain all errors for all SPs.

NOTE: Systems need to store additional times besides modification date; i.e., receipt in DBMS, date error cleared, in the following format:

YYYY:MM:DD	HH:MM:SS
2002:09:11	09:33:10

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18.1 TOTAL # OF E9-1-1 INQUIRIES AS COMPARED TO TOTAL ALI QUERIES BY NENA ID.

SHORT-TERM SOLUTION: ALL E9-1-1 INQUIRIES / TOTAL ALI QUERIES.
Note: Total ALI queries currently include manual queries, wireless, transfers, screen refreshes, ANI failures, Incomplete ANI, ESCO Codes, Anonymous Calls.

LONG-TERM SOLUTION: ALL E9-1-1 INQUIRIES / TOTAL ALI QUERIES EXCLUDING manual queries, wireless, transfers, screen refreshes, etc. The NENA CPE Committee has been asked to create a standard that all PSAP equipment generate a Query Type indicator.

Note: If a PSAP is served by an on-premise or stand-alone ALI database, it is the PSAP's responsibility to electronically input all requests in order for this measurement to be valuable. NRF statistics for PSAPs served by a centralized ALI system shall be mechanically retrieved from that system.

18.1.1 % NO RECORD FOUNDS (NRFs)
Number of NRFs as compared to number of ALI queries.
How used: A SP may use to determine if audit or reload is required. Determine if there is a pattern of certain NXXs or thousands groups missing. May also indicate delays in updating ALI. (Misroutes, MSAG Discrepancies, ALI Discrepancies are not counted.)

Formula: $\frac{\text{NRFs}}{\text{TOTAL ALI QUERIES}} = \%\ \text{NRFs}$

18.1.2 % MISROUTED CALLS
Number of Misrouted calls as reported as compared to ALI queries. (NRFs, MSAG Discrepancies, ALI Discrepancies are not counted.)

Formula: $\frac{\text{TOTAL MISROUTED CALLS}}{\text{TOTAL ALI QUERIES}} - \%\ \text{MISROUTED CALLS}$

18.1.3 % MSAG DISCREPANCIES
Number of MSAG Discrepancies as reported as compared to ALI Queries. (NRFs, Misroutes, ALI Discrepancies are not counted.)

Formula: $\frac{\text{MSAG DISCREPANCIES}}{\text{TOTAL ALI QUERIES}} = \%\ \text{MSAG DISCREPANCIES}$

18.1.4 % ALI DISCREPANCIES
Number of Incorrect Address inquires as reported as compared to ALI queries (NRFs, Misroutes, MSAG Discrepancies are not counted.)

Formula: INCORRECT ADDRESSES = % ALI DISCREPANCIES
TOTAL ALI QUERIES

18.2 % SUCCESSFUL ALI QUERIES
Total # of Successful ALI Queries as compared to Total ALI Queries.
(Overall picture as to total health of the E9-1-1 data base.)

SHORT-TERM SOLUTION: Total ALI queries SHALL include manual queries, wireless, transfers, screen refreshes, etc.

LONG-TERM SOLUTION: Total ALI queries SHALL NOT include manual queries, wireless, transfers, screen refreshes, etc.

Formula: TOTAL # OF SUCCESSFUL ALI QUERIES = % SUCCESSFUL ALI QUERIES
TOTAL ALI QUERIES

18.3 TOTAL POSTING TIMES (conception to grave -- Days/Hours/Minutes/Seconds)

It is recognized that some SPs may need to modify their systems to reflect: date, time, and user ID of ALL persons touching the request so that at any point in time a user will know where a request is or who delayed completion of the request. Suggested, but not inclusive, points of logging/status are: PSAP entry, Jurisdiction entry or approval, County Administrator entry or approval, Telco Receive and begin work, Referred, Withdrawn, Rejected, Completed.

It is required that all posting times be tracked so that delays in the process can be identified and that a particular individual entity can be made aware of the delay they are causing in the accuracy of the E9-1-1 database. It is therefore required that a layered approach be taken for these measurements.

For example: PSAP to County Coordinator
County Coordinator to DBMSP
DBMSP to SP
SP to DBMSP
DBMSP to County Coordinator
County Coordinator to PSAP

18.3.1 Individual Entity and total posting time for E9-1-1 inquiries (ANI/ALI) from receipt to completion, county to SP to SP to SP to county, etc.

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18.3.2 Individual Entity and total posting time for MSAG updates from receipt to completion, telco initiated and jurisdiction initiated.

Comments: Current approved standards indicate telcos have 1 business day to complete request. Jurisdictions have 5 business days to complete request as they usually have to work with another department within the county or city who is responsible for addressing, unless state regulations or local contracts are in force.

18.4 MONTHLY SUMMARY OF DAILY ERRORS (DBMS/DMS/TSS)

18.4.1 % Service Order Accuracy (% SO Accuracy)

Total Number of Incoming Errors for the month from service order processing compared to total number of records processed for the month, per NENA ID, broken down by MSAG Errors, Non-MSAG Errors (includes table and format errors), and LNP Errors. NOTE: Informational only error codes are not to be included, but data shall include all records processed whether conversion or live.

Formula:

$$\frac{\text{Company's Total SO Records Processed - Company's Total SO Incoming Errors}}{\text{Company's Total SO Records Processed}} = \%\ \text{SO Accuracy}$$

18.4.2 % Database Accuracy (% DB Accuracy)

Total Number of Unresolved Errors in the DBMS on the last day of the month as compared to total records in the DBMS on the last day of the month, per NENA ID. All error codes to be reported and broken down by MSAG Errors, Non-MSAG Errors, and LNP Errors. NOTE: This measurement is strictly a snapshot in time. Only count one error per individual telephone number. Data includes conversion activity.

Formula:

$$\frac{\text{Company's Total Records in DBMS}}{\text{Company's Total Records in DBMS + Company's Total Unresolved Errors}} = \%\ \text{DB Accuracy}$$

18.4.3 Average Resolution Time

Average number of calendar days before error resolved, by MSAG Errors, Non-MSAG Errors, and LNP Errors, by specific error code, by NENA ID, by state -- including resellers. Report shall be run the 1st of the month and report the preceding month's statistics. This report measures average resolution time from the time the error is first detected until the time the error is resolved. NOTE: Data includes conversion activity.

SAMPLE:

NENA ID: ABCD STATE: AK (2 decimal places)

Error Code	Qty Recd.	Qty Resolved	Qty Pending	Avg. Resolution Time
MSAG Errors	505	25	480	10.15 days
103				
104				
105				
NON-MSAG Errors	250	10	240	5. 10 days
100				
101				
102				
109				
LNP Errors	1646	1305	341	60.00 days
300				
301				
302				

18.4.4 Aging Report

Actual number of calendar days a record has been in error, by MSAG Errors, Non-MSAG Errors, and LNP Errors, by NENA ID, by state. . Report shall be run the 1st of the month and report the preceding month's statistics. NOTE: Data includes conversion activity.

SAMPLE:

NENA ID: ABCD STATE: AK

Error	Total Errors	0-3 days	4-7 days	8-14 days	15-30 days	31-60 days	61-90 days	91-120 days	121-364 days	+1year
MSAG Errors										
103										
104										
105										
NON-MSAG Errors										
100										
101										
102										
109										
LNP Errors										
300										
301										
302										

18.5 LNP MEASUREMENTS

18.5.1 How long does it take to get a number ported? The length of time between the time the TN was working in NPAC until the time the TN was updated to ALI.

18.5.1A Period of time TN working in NPAC to time unlock received in DBMS (tracks donor's responsiveness)

18.5.1B Period of time between TN being unlocked and migrate received in DBMS (tracks recipient's responsiveness)

18.5.2A Quantity of TNs unlocked with no migrates received - NPAC validated – Locked to new SP.

18.5.2B Quantity of migrates received not unlocked by old SP - NPAC validated – migrate processed.

18.5.3A Period of time between receipt of "U" to receipt of "M". This measures LNP processes and the "M" is counted whether it updates the TN DB or creates an error. The error shall be measured by other Quality Measurements.

18.5.3B Period of time between receipt of "M" to receipt of "U". This measures LNP processes and the "U" is counted whether it updates the TN DB or creates an error. The error shall be measured by other Quality Measurements.

18.5.4 % of "M" records that work the first time because the "U" was already available. (implies no NPAC validation was required by the DBMSP)

Formula: $\frac{\text{Total "M" Records - Total "M" Errors}}{\text{Total "M" Records}}$ = % Successful Migrates

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19. DATA AUDITS / RECONCILIATIONS / COMPARES

This section will set standards for SPs and DBMSPs using electronic update processes pertinent to 9-1-1 database audits and the reconciliation processes to use to resolve any and all discrepancies. These processes require extensive coordination efforts relative to timing, data processing system resources, and sufficient work force to work the discrepancy reports. It is essential that prior to reconciliation between SPs conference calls be held to identify any and all special processes that are running on either side. Some examples of special processes are abbreviations, MSAG translations, moving directionals, etc. This document only defines which systems and/or databases are to be reconciled. Each SP must review their own internal processes to determine exact data flow and to ensure that all areas are audited appropriately. All extracts exchanged between SPs must be in one of the NENA Standard Data Exchange formats documented in NENA 02-010, Standards for Formats & Protocols for Data Exchange.

SPs must rethink their extract criteria, as the old processes of using NPA/NXX are no longer valid with Local Number Portability. Extracts must be pulled using exchange code, wire/rate center, state, county/tax district code, or some combination of these.

Prior to performing any audits or reconciliations, it is required that a complete review of the SPs' 9-1-1 extract logic be performed and the following questions answered. Is the extract doing everything it should? Am I receiving all 9-1-1 affecting orders? When new USOC/ISOC/service and equipment codes are created for new product/service offerings has it been determined whether 9-1-1 requires that service order activity or not? Ensure that initial load and daily service order extract programs are in sync and pulling the same data.

System reloads are not be performed in lieu of an audit.

All audit outputs and reports must be retained as required by local and/or state regulations.

Audit Triggers:

1. Excessive NRFs
2. Excessive Misroutes
3. Excessive address discrepancies
4. Software/Hardware Failures which may cause database corruption
5. Scheduled

Databases and/or systems that must be audited to ensure the accuracy of Enhanced 9-1-1are listed below:

19.1 Internal Customer Billing System to Central Office Switch Extract

Performing this type of audit shall assist in ensuring that all lines, which are capable of dialing 9-1-1, are in the ALI database. Some SP's provide all TN's to the ALI database, while other SP's only provide those TN's that can actually dial out and connect with 9-1-1. For example, some SP's update ALI with DID and Remote Call Forwarding numbers and some do not. The goal is to ensure that the billing system reflects exactly what the switch is doing. Does this service have inward or outward calling capabilities? This type of audit not only helps with 9-1-1 accuracy, but also ensures billing and revenue accuracy.

Minimum Set of Fields for Audit

- 10-Digit Telephone Number
- 'Type of Service' field in the switch compared to appropriate billing service and equipment codes which identify inward and outward calling capabilities
- ILECs may obtain Rate Center from switch and compare to exchange code in billing system if used for 9-1-1 trunk default routing.
- CLECs may manually review RAX (Rate Area Exchange) assignment on each TN to ensure proper trunk default routing.

SPs may choose to expand this audit to check for billing items. When requesting the extract files from the billing system and the switch, only working telephone numbers are to be extracted.

Output Files/Reports:

- TNs working in switch and not the billing system
- TNs in billing system and not in switch
- Discrepancies in 'Type of Service' in switch, Rate Center, or inward or outward calling capability (1-way vs. 2-way)

19.2 SP to DBMSP MSAG Compares

It is required that prior to any ALI or TN reconciliations/audits being performed between SPs, an MSAG compare/audit be completed. If the DBMSP is reconciling their own records, there are several options available:

a. Request the Jurisdiction's 9-1-1 Database Coordinator review the DBMSP MSAG for accuracy and completeness. The DBMSP may choose to use this review as an annual sign-off or approval of the Jurisdiction's MSAG.

b. The DBMSP may also choose to use this review as a time to compare the DBMS MSAG to their internal SAG (Street Address Guide) system.

It is the SP's responsibility to ensure their SAG/MSAG agrees with the DBMSP MSAG and if it does not, it is the Jurisdiction's responsibility to mitigate the discrepancy (especially if the SP has worked with the Jurisdiction directly).

Minimum Set of Fields for Audit: Prefix Directional, Street Name, Street Suffix, Post Directional, Low Range, High Range, MSAG Community Name, Postal Community Name, State, Odd/Even/Both, ESN, Exchange and PSAP ID/County ID/TAR Code.

Output Files/Reports: Reports that reflect any discrepancies in any of the audited fields. The SP or DBMSP must obtain concurrence from the Jurisdiction as to which entries are correct.

19.3 Reseller Audit

It is desirable that all Resellers perform a periodic audit of their billing records against the Network Providers records.

19.4 Customer Record Information Systems (CRIS) (Service Order & Billing Systems or internal 9-1-1 DBMS) to 9-1-1 DBMSP (TN records)

It is required that all SP's compare their customer data against the 9-1-1 DBMS. This audit shall be performed using data housed in the system that directly feeds 9-1-1. The data could be extracted from a Service Order & Billing System, or ones own internal 9-1-1 DBMS. If ones own internal DBMS is used, an internal audit must be performed against that company's Service Order & Billing System and their internal DBMS system prior to performing any audits with the 9-1-1 DBMSP's DBMS.

This type of audit requires extensive coordination efforts between the DBMSP and SP. The party responsible for performing this audit must be agreed upon by all involved. These types of audits must be performed at the Access Infrastructure Provider NENA ID level. Both parties must agree as to whether or not daily updates must be held while the audit is being completed or if they can flow as usual. Both parties need to ensure that any special processes which are being run; i.e., abbreviations, moving directionals, AKA's, PS-ALI tables, are discussed so that all parties are aware of these processes prior to the reconciliation being conducted.

Minimum Set of Fields for Audit: Customer Name, 10-digit Calling Telephone Number, 10-digit Main Telephone Number, House Number, House Number Suffix, Prefix Directional, Street Name, Street Suffix, Post Directional, Community Name, State, Location, NENA ID, Class of Service, DBMS Lock/Unlock Status, and Type of Service.

Note: Some companies may also compare the CRIS Tax Code to the DBMS County ID (if available) to ensure accuracy of county identification.

Output Files/Reports:

- All TN's that match in all audited fields shall NOT be written to output. The following comparisons assume that files are extracted by Access Infrastructure Provider NENA ID.

- All TN's on the billing file and not on the DBMS file shall be written to output as 'I' insert records. Assuming the NENA ID on the insert is for the NENA ID being audited, the insert file may be mechanically worked. Each individual TN on this report must be reviewed to ensure accuracy.

- This report will be the 'C' change records in a locked status. If the TN record is present on both files, but the information contained with the record does not match, the discrepancy shall be written to an output report that reflects one line with the billing system information and one line with the DBMS information. Each record on this report must be individually reviewed to ensure the correct information is updated to the 9-1-1 database.

- All TN's on the DBMS file that are unlocked, but are on the billing file shall be written to output as 'M' migrate records. When migrating these numbers within the DBMS, it is critical that the modification date be checked as well as NPAC to ensure the most current information is applied.

- All TN's on the DBMS file in a locked status and not on the billing file shall be written to output as 'D' delete records for investigation. When deleting these numbers from the DBMS, it is critical that the modification date be checked to ensure the most current information is applied. All deletes must be reviewed on an individual basis to ensure that working numbers are not being removed from the 9-1-1 database.

- All TN's on the DBMS file in an unlocked status and not on the billing file shall be written to output as 'D' delete records for investigation. NENA Standards suggest not removing 'unlocked' records. (See Section 22)

NOTE: This report will point out records where 'M' was not received because the DBMSP has changed.

- Additionally, a statistical report shall be provided by mutual agreement. Some of the items to be shown on the report shall be, but are not limited to, date/time of extract, total number of records compared, date/time processed, number of errors, type of errors, and number of discrepancies by field audited.

19.5 Data Management System to one's own ALI database.

It is required that DBMSPs perform routine synchronization processes between DBMS and ALI databases. By doing this they are constantly ensuring the two databases are identical. This pertains only to wireline records.

ALI databases residing at the PSAP's property require extensive coordination efforts. Coordination must occur with internal DBMSP staff and the PSAP to ensure all parties understand what happens during the audit period.

Minimum Set of Fields for Audit: Customer Name, Calling Telephone Number, Main Telephone Number, House Number, House Number Suffix, Prefix Directional, Street Name, Street Suffix, Post Directional, Community Name, State, Location, ESN, NENA ID, Class of Service and Type of Service.

Output Files/Reports:

- All TNs that match in all audited fields shall NOT be written to output.

- All TNs on the DBMS file and not on the ALI file shall be written to output as 'I' insert records. Root cause analysis shall be used to determine why these records were not in the ALI database.

- If the telephone number record is present on both files, but any of the information contained within the record does not match, the discrepancy shall be written to an output report that reflects one line with the DBMS information and one line with the ALI information. This report will be your 'C' change records. This report must be reviewed manually to determine which database is correct and valid corrections must be applied through the DBMS.

- All TN's on the ALI file and not on the DBMS file shall be written to output as 'D' delete records. When deleting these numbers from the ALI database, it is critical that the modification date be checked to ensure the most current information is applied. This report shall be manually reviewed to ensure that no active working numbers are deleted. Any ESCO failure or test records that are found in the ALI database(s) are to be entered into the DBMS database with the appropriate Access Infrastructure Provider NENA ID.

Additionally, a statistical report shall be provided by mutual agreement. Some of the items to be shown on the report shall be, but are not limited to, date/time of extract, total number of records compared, date/time processed, number of errors, type of errors, and number of discrepancies by field audited.

19.6 ALI Node to ALI Node, in redundant systems

This audit is basically the same as Section 19.4, DMS to ALI, if required. Some DBMSPs actually perform a three-way compare here. They audit the ALI Node to ALI Node and compare with the DBMS. Several management systems that directly feed ALI databases and tandems have routine synchronization jobs within the application. Therefore, unless a specific problem is detected, it is usually not necessary to perform this type of audit. However, if problems are detected, immediate investigation shall be conducted and the system and/or application support vendor shall be contacted to resolve all discrepancies.

19.7 DBMS to Selective Router AND Selective Router to Selective Router

This type of audit requires that the Selective Router TNs and ESNs be in sync with the ALI databases. If the selective routing database is able to create an extract file, then an extract can be obtained from the DBMS and the two files compared to ensure that all TN/ESN information is correct. If no extract file can be obtained from the selective router and problems are detected, the router technicians must make the corrections in the Selective Router Database. If major routing problems are detected, a complete reload of the router from DBMS may be necessary. When redundant selective routers are in place it is critical that the two routers are in sync.

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20. STANDARDS FOR INTERIM NUMBER PORTABILITY

20.1 In a geographic area where Interim Number Portability (INP) is used, when a customer wants to change his local SP and also wants to keep his telephone number, service is provided via a Remote Call Forwarding (RCF) arrangement. RCF allows the donor LEC to permanently forward the customer's telephone number to the telephone number assigned by the recipient LEC. The customer can continue to use the telephone number he's familiar with, when in reality another telephone number is actually giving him dial tone.

The recipient LEC must send an insert (I) function code transaction record to the DBMS for the new telephone number they have assigned, because that is the telephone number that will now ANI. The recipient LEC must include in that transaction record the donor LEC telephone number that is being forwarded. That donor LEC number must be displayed at the PSAP with the label "ALT#". The recipient LEC must populate that forwarded donor LEC number in the NENA 02-010 Formats and Protocols for Data Exchange reserved field positions:

- Version 1 positions 227-236
- Version 2 positions 356-365
- Version 2.1 positions 377-386
- Version 3 Label, ALT

The DBMSP must attach the label "ALT#" for the ALI display.

20.2 The recipient LEC must send the actual ANI from their switch through the network, not the RCF number.

20.3 It is required that the donor LEC in an INP process send a disconnect (D) function code transaction record update to the DBMSP upon completion of implementation of INP to the recipient LEC.

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21. INTERIM NUMBER PORTABILITY (INP) TO LOCAL NUMBER PORTABILITY (LNP) CONVERSION STANDARDS

21.1 It is expected that cooperative efforts occur between LEC's to successfully manage the INP to LNP conversion process.

21.2 Each LEC providing portability must identify and maintain 9-1-1 LNP "points-of-contact" within their company. These contacts must be communicated to interconnecting carriers.

21.3 The recipient LEC must send an insert (I) function code transaction record to the DBMSP on the donor LEC's LNP ported number prior to the start of the INP to LNP conversion.

21.4 The recipient LEC must send a disconnect (D) function code transaction record to the DBMSP on the telephone number assigned by the recipient LEC after the INP to LNP conversion is completed. *(Caution: If the subscriber chooses to retain the telephone number assigned by the recipient LEC as a stand alone number, the recipient LEC must work to maintain the integrity of the ALI database by deleting reference to the INP number in the ALI record through issuing a change (C) function code transaction record instead of a disconnect (D) function code transaction.)*

22. STANDARDS FOR LOCAL NUMBER PORTABILITY

22A. GENERAL LNP STANDARDS

22A.1 Allow any authorized company to send end user telephone number records to the appropriate DBMSP for any valid NPA-NXX that has access to 9-1-1.

22A.2 It is required that Stand Alone Databases providing 9-1-1 ALI data to areas where LNP is operational, must utilize the unlock and migrate update functions of change and other ALI/LNP data standards to provide consistency across database platforms and SP update processes.

22A.3 Adopt the use of the NENA ID on all transactions and include it on all embedded telephone number records in the 9-1-1 database. The telephone number and NENA ID relationship must remain the same until the record is unlocked and migrated or completely disconnected. For these standards to work, a SP providing both wireline and wireless services must have separate NENA IDs. For the purposes of this document fixed wireless service is recognized as wireline service.

22A.4 The DBMSP and the SP must work together to modify the embedded telephone numbers to include the 3-5 character NENA ID as referenced in the document "*NENA Company ID Registration Service*" available through the NENA National office.

22A.5 Where SP and data provider are the same, the SP identified by NPAC/LSMS/IVR validation, upon completion of porting, is responsible for accurate representation of their end user telephone number record in the 9-1-1 DBMS database. Where they differ; e.g. PS911 records, UNE & resold TNs, the data provider is responsible for the accuracy of the records. In some systems this may require additional record updates be sent to the DBMS system to correct end user records.

22A.6 In an LNP environment using the Location Routing Number (LRN) managed by a Number Portability Administration Center – Service Management System (NPAC-SMS), the recipient SP upon request to port a telephone number, notifies the donor SP using the industry standard Local Service Request (LSR) form. This allows for appropriate Function of Change code to be sent by the donor SP to the 911 database as defined by NPDI standard.

22A.7 Create two (2) additional function codes for *NENA-02-010, NENA Formats for Data Exchange* to assure data integrity:

U -Unlock function transaction record sent by the donor SP. This shall make the telephone number available for the recipient SP to overwrite the embedded telephone number record using the M function of change code. The "U" function code requires a match of NENA ID.

The Unlock function code expires after 90 days, at which time the Unlocked TN record in the DBMS and ALI databases will be removed.

M -Inward (migration) function transaction record sent by the recipient SP. This transaction requires an "unlocked" record in the 9-1-1 database and must replace the customer information and the NENA ID on the "unlocked" record. The "M" function code does not require a match of NENA ID.

22A.8 It is required that the service orders be completed on the date (completion date) the porting activities occur. It is required that upon order completion, the unlock (U) function code transaction record be sent by the donor SP and the migrate (M) function code transaction record be sent by the recipient SP to the DBMSP. (Refer to NPDI standard.)

22A.9 The recipient SP must send a complete telephone number transaction record to migrate the end user's service, not just the telephone number and NENA ID.

22A.10 When the End User Move Indicator (EUMI) is "Yes" on the LSR, the affected SPs will provide the following information:

a. The donor SP must provide a delete (D) function code transaction record

b. The recipient SP must provide an Insert (I) function code transaction record to the DBMS

22A.11 The following edits for the C and D function codes in the NENA-02-010, *NENA Formats for Data Exchange* for transactions are in addition to any existing edits:

C - Create error conditions if NENA ID does not match between the embedded telephone number record in the 9-1-1 database and an update transaction record.

D - Create error conditions if NENA ID does not match between the embedded telephone number record in the 9-1-1 database and the delete transaction record.

22A.12 It is expected that cooperative efforts occur between SPs to resolve all error conditions in a timely manner. Each SP must assure that all internal LNP processes have been completed and the telephone number is actually ported, prior to calling the other SP for assistance.

22A.13 Each SP providing portability must identify and maintain 9-1-1 LNP "points-of-contact" within their company. These contacts must be communicated to interconnecting carriers and DBMS providers.

22A.14 During porting, it is the responsibility of the recipient company to care for the final disposition of all the TN records being ported. If there are telephone numbers that have been ported that will no longer deliver ANI, then the recipient company must generate the migrate and the delete.

22A.15 Each affected SP shall identify what causes missing or delayed unlock (U) or migrate (M) function code transaction records to occur and resolve the record conditions within their company.

22A.16 When a donor SP is porting out a portion of numbers on a customer's account, and that portion includes the Pilot telephone number on an account, the donor SP must address the loss of the Pilot number and assure that all porting out telephone numbers are unlocked.

22A.17 Once a telephone number has been ported any subsequent moves, changes or disconnects shall be submitted using the standard function codes of Change or Delete. The only time porting function codes of unlock or migrate are utilized is when porting is actually in progress.

22A.18 Number Portability Administration Center (NPAC)/Local Exchange Routing Guide (LERG) Validation – a mechanized (preferred) or manual method for comparing DBMS Unlock & Migrate records against the NPAC DB, which drives actual switch porting activities, in order to determine the network owner of record of the ported or pooled TN. If the TN is not ported or pooled, query the LERG to determine the ownership of the NXX code. Note: Network owner is defined in the LERG by LRN or OCN associated with the TN; and in NPAC by the LRN associated with the TN.

22B. RESOLUTION OF FAILED MIGRATES

22B.1 E911 Database Providers shall compare "failed migrates" to the NPAC (or LSMS database) at a minimum of once each business day. When the NPAC is accessed and a condition of "Record Does Not Exist" is displayed for the TN being queried, then the TN is not pooled or ported. If the "record does not exist" in NPAC, the LERG shall also be checked on a daily basis to determine the identity of the Service Provider. (see NPAC/LERG validation definition in Section 22A.18, or in the Master Glossary.)

a. If the NPAC SP owner is the company submitting the Migrate, the current E911 DBMS record shall be unlocked without donor company participation and the (M) migrate record processed. Both the Donor Company and the Recipient Company are sent notification of the DBMS actions taken. (See Exhibit F)

b. If the NPAC SP owner is the company whose NENA ID is on the DBMS record, the (M) migrate record shall be placed in an error status and/or in a waiting file. During the mechanized migrate recycle period of 10 days, the NPAC database shall be referenced daily to determine if the record has been activated by the Recipient Company. If so, the record shall be unlocked and the (M) migrate record processed. If, at the end of ten (10) days, the NPAC database shows ownership remains with the company whose NENA ID is on the DBMS record, the (M) migrate record shall be deleted. Only the Company that sent the migrate record is sent notification of the actions taken. (See Exhibit F)

c. If the NPAC database shows the owner is neither the company submitting the Migrate nor the Donor Company, the (M) migrate record shall be placed in an error status and/or in a waiting file. During the mechanized migrate recycle period of 10 days, the NPAC database shall be referenced at a minimum once each business day to determine if the record has been activated by the company submitting the Migrate. If so, the (M) migrate record shall be processed as described in 22B.1.a. If, at the end of the ten (10) days, the NPAC database shows ownership remains with a SP that is not the company submitting the Migrate, the (M) migrate record shall be deleted. The company that sent the migrate record is sent notification of this activity. (See Exhibit F)

d. If the E911 DBMS receives a Migrate for a record that does not exist, the DBMSP shall NPAC validate the telephone number using the NPAC/LERG validation process reference in 22A.18: (See Exhibit G)

- If the submitting company is the owner of the TN according to NPAC/LERG validation, the DBMSP shall change the FOC from M to I, and process the record.
- If the submitting company is not the NPAC/LERG owner, the DBMSP will validate the number daily for 10 days. If during the 10 day period, the submitting company becomes the NPAC/LERG owner of the TN, the DBMSP will process as above. If after 10 days, the submitting company is not the NPAC/LERG owner, the DBMSP will send a report that the Migrate has been deleted to the submitting company.

e. The reports referenced above should be provided no less than weekly. The above actions shall in no way absolve the Donor Company of their responsibility for following normal procedures for submitting (U) unlock or (D) delete records.

In Canada, the above standards do not apply.

22B.2 If an (I) insert record is received by the E911 DBMS and a record already exists and is locked to a different SP, the 911 DBMSP shall compare the Insert to the NPAC DB (or LSMS DB) at a minimum of once each business day to determine if the record has been activated by the company submitting the Insert. When the NPAC is accessed and a condition of "Record Does Not Exist" is displayed for the TN being queried, then the TN is not pooled or ported. If the "record does not exist" in NPAC, the LERG shall also be checked on a daily basis to determine the identity of the Service Provider. (See NPAC/LERG validation definition in Section 22A.18, or in the Master Glossary.)

a. If the NPAC SP owner is the company submitting the Insert, the current record shall be unlocked without donor company participation, the Insert changed to a Migrate, and the Migrate record processed. Both the donor company and the recipient company shall be notified of the DBMS actions taken. (See Exhibit H)

b. If the NPAC SP owner is the same as the owner of the record in the 911 DBMS, the Insert record shall be placed in error status and/or in a waiting file. In a mechanized environment, each business day the DBMSP will reference the NPAC to determine if the telephone number has been activated by the company sending the Insert. If so, the record in the DBMS shall be unlocked, the Insert changed to a Migrate, and the Migrate record processed. If, at the end of the 10-day period, the NPAC SP ownership remains with the company whose NENA ID is on the record in the DBMS, the Insert record shall be deleted. The company who sent the insert record is sent notification of this activity. (See Exhibit H)

c. If the NPAC database shows the owner is neither the company submitting the Insert nor the company who NENA ID is on the record in the DBMS, the (I) Insert record shall be placed in an error status and/or in a waiting file. During the mechanized recycle period, the NPAC database shall be referenced at a minimum once each business day to determine if the record has been activated by the company submitting the Insert as described in 22B.2.a. If so, the (I) Insert record shall be processed as a Migrate. If, at the end of the ten (10) days, the NPAC database shows ownership remains with a SP that is not the company that submitted the Insert, the (I) Insert record shall be deleted. The company that sent the Insert record is sent notification of this activity. The NPAC identified SP is responsible for assuring the update information is correct for the telephone number in question. (See Exhibit H)

d. When an insert (I) is received by the DBMSP for a record that is in an unlocked condition, the DBMSP shall automatically change the FOC to Migrate and process the

record. No validation of NPAC/LERG is necessary if the record in the database is unlocked. (See Exhibit I)

22B.3 Until the DBMSP has implemented standards 22B.1 and 22B.2 the following standards must be complied with:

a. The DBMSP shall make an exception report(s) available on a daily basis to the donor SP if their embedded telephone number records are in an unlocked state. The Donor SP is responsible to identify and refer these unlock exceptions to the Recipient SP to Migrate. If the Recipient SP does not issue Migrate records within 7 days, written notification shall be sent to the Recipient SP with potential escalation to the appropriate regulatory authorities.

b. The DBMSP shall reprocess all migrate (M) function code transaction records that did not successfully process because the record is still locked one time each business day for a minimum of three (3) additional business days. Migrate (M) function code transaction records needing to be reprocessed by the DBMS shall generate an informational error. If the final migrate (M) function code transaction update attempt fails, the transaction must be treated as an error. The NENA ID of the locked telephone number record in the DBMS shall be identified in the error record.

c. It is preferable that the DBMSP change a record with a migrate (M) function code to an insert (I) function code when there is no existing telephone number record in the DBMS database.

d. The recipient SP shall be responsible for successful resolution of all migrated (M) function code transaction records produced by their company which have not processed due to the unlock (U) function code transaction record not being generated by the donor LEC. It is desirable that written notification be sent to the donor SP with potential escalation to the appropriate jurisdictional/regulatory authorities.

e. The DBMS administrator shall never re-lock a record previously unlocked by a donor SP. The donor SP can re-lock its own unlocked records, only if it is determined that the end-user is still a customer of the donor SP. If the donor SP relocks the embedded record, the migrate (M) function code transaction record shall be used.

22C. RESOLUTION OF STRANDED UNLOCK RECORDS (See Exhibit J)

22C.1 E911 Database SPs must compare "stranded unlock records" in their respective E911 databases to the NPAC(LSMS)/LERG databases. If the LSMS database is used, it must mirror the information found in the NPAC database. The SPID found in the NPAC database for each stranded unlock record must be translated to the appropriate NENA ID. The compare shall be completed weekly for all stranded unlocked records aged seven (7) days or older, with results as follows:

a. The NPAC/LERG database shows a different SP from the E911 database. A TN file is created of these records and sorted by the NENA ID. This file will be sent to the recipient company identified as the SP for the stranded unlock records for resolution within five (5) business days.

b. The NPAC/LERG database shows the same SP as the E911 database. A TN file of these records is created and sorted by the NENA ID. This file must be sent to the company identified as the SP for the stranded unlock records for resolution within five (5) business days.

c. The NPAC/LERG database shows the TN belongs to a wireless SP. A TN file of these records is created and sorted by the NENA ID. Notification must be made to the company identified on the stranded unlock record to resolve the (U)unlock within five (5) business days. A note of explanation shall accompany the files stating that these records are unlocked in the E911 database BUT the TN was ported to a wireless carrier, reminding the donor SP that the record should have been deleted instead of unlocked according to the NPDI portion of the NENA standards.

d. Upon request from an authorized 911 database stakeholder, the DBMSP shall create a statistical report identifying the stranded unlocks that have aged more than 30 calendar days, broken down by recipient company's NENA ID (as identified via the above NPAC and LERG processes).

22C.2 The Unlock function code expires after 90 days, at which time the Unlocked TN record in the DBMS and ALI databases will be removed.

22C.3 VoIP Testing Scenarios

Wireline to VoIP using ALI (assuming that interconnection testing has been done)

- Verify that unlock and migrate processed correctly
- NENA Company ID and 24/7 number are correct in IVR and NENA Company ID database, respectively (should be VSP ID)

VoIP using ALI to wireline (assuming that interconnection testing has been done)

- Verify that unlock and migrate processed correctly; verify that the VOIP carrier sends an unlock instead of a delete.
- NENA Company ID and 24/7 number are correct in IVR and NENA Company ID database, respectively

Wireline to VoIP using VPC (assumes ESQK/VPC testing has been done)

- Verify that delete processed correctly; verify that the wireline company sends a delete.
- NENA Company ID and 24/7 number are correct in IVR and NENA Company ID database, respectively

VoIP using VPC to wireline (assuming that interconnection testing has been done)

- Verify that insert processed correctly.
- NENA Company ID and 24/7 number are correct in IVR and NENA Company ID database, respectively

Wireless to VoIP using ALI (assuming that interconnection testing has been done)

- Verify that insert processed correctly.
- NENA Company ID and 24/7 number are correct in IVR and NENA Company ID database, respectively

VoIP using ALI to wireless

- Verify that delete processed correctly; verify that VoIP company sends a delete.
- NENA Company ID and 24/7 number are correct in IVR and NENA Company ID database, respectively

Wireless to VoIP using VPC

- No DB activity
- NENA Company ID and 24/7 number are correct in IVR and NENA Company ID database, respectively

VoIP using VPC to wireless

- No DB activity
- NENA Company ID and 24/7 number are correct in IVR and NENA Company ID database, respectively

VoIP using ALI to VoIP using VPC (assuming ESQK testing has been completed)

- Verify that delete processed correctly; verify that VoIP company sends a delete.
- NENA Company ID and 24/7 number are correct in IVR and NENA Company ID database, respectively

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VoIP using VPC to VoIP using VPC

- No DB activity
- NENA Company ID and 24/7 number are correct in IVR and NENA Company ID database, respectively

VoIP using VPC to VoIP using ALI

- Verify that insert processed correctly (verify that VoIP sent insert).
- NENA Company ID and 24/7 number are correct in IVR and NENA Company ID database, respectively

VoIP using ALI to VoIP using ALI

- Verify that unlock and migrate processed correctly
- NENA Company ID and 24/7 number are correct in IVR and NENA Company ID database, respectively

Note – callback testing should have been done as part of interconnection testing; not required in these test plans unless it hasn't been done. If interconnection testing has not been done the following steps must be taken:

- Schedule test with agencies prior to test date
- Ensure correct PSAP receives the 911 call
- Ensure correct information displays – *itemize what elements should be verified and what data they should contain, e.g. name, address, ELT for ESN. NENA Company ID should contain VSP ID.*
- Call back to the number is completed
- PSAP transfer works and correct data displays
- Ensure that ESQKs point to correct ESN to route to the right PSAP

Important – be sure that NENA Company ID returned from the V-E2 response is the VSP ID and that it is displayed correctly on the PSAP screen.

22D. WIRELINE/WIRELESS PORTING

22D.1 Wireline to Wireless porting: The Donor Wireline SP must send delete (D) function code transaction records to the DBMSP to remove the wireline database record.

22D.2 Wireless to Wireline porting: The Recipient Wireline SP may send either migrate (M) function code transaction records or insert (I) function code transaction records or to the DBMSP to establish the E911 database record. If the migrate (M) function code is used, it is preferable that the DBMSP change a record with a migrate (M) function code to an insert (I) function code when there is no existing unlocked (U) telephone number record in the DBMS database to be migrated for the telephone number being ported.

22D.3 NPDI Standard

In the interest of Public Safety, the National Emergency Number Association (NENA) standard requires that when service is ported to another service provider, the Number Portability Direction Indicator (NPDI) field on the Local Service Request (LSR) be populated with one of the following OBF-sanctioned values:

A = No record update to the 911 database
- Wireless to Wireless
- VoIP using VPC Database to Wireless
- Wireless to VoIP using VPC Database
- VoIP using VPC Database to VoIP using VPC Database

B = "Insert" Function Code adding wireline TN record to 911 database
- Wireless TO Wireline
- VoIP using VPC Database to Wireline
- VoIP using VPC Database to VoIP using ALI Database
- Wireless to VoIP using ALI Database

C = "Delete" Function Code eliminating wireline TN record from 911 database
- Wireline TO Wireless
- Wireline to VoIP using VPC Database
- VoIP using ALI Database to VoIP using VPC Database
- VoIP using ALI Database to Wireless

D = "Unlock" & "Migrate" Function Code to identify the new Service Provider (SP) NENA ID in the 911 database
- Wireline TO Wireline
- Wireline to VoIP using ALI Database
- VoIP using ALI Database to Wireline
- VoIP using ALI Database to VoIP using ALI Database

It is recommended that all Service Providers include this requirement in their Interconnection Agreements with other Service Providers.

*VPC database contains information for VoIP subscribers that describes current, valid civic addresses defined by MSAG. The address can be updated by the customer when using nomadic VoIP services, or can be inserted by a service provider selling fixed or nomadic VoIP service.

*The ALI database is the traditional database containing the address of subscribers using wireline service.

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22D.4 If the wireless callback number is delivered as ANI, the ALI query owner/routing provider needs to be able to distinguish whether the call is from a wireline or wireless phone, and shall indicate that in the class of service field on the display. If the pANI is sent as ANI, the display is not an issue, since only the information for the pANI will display.

23. STANDARDS FOR CONTAMINATED NUMBER POOLING

23.1 If a decision is made to return an NPA/NXX number block to the number pool administrator, it is required that steps be taken to insure that the integrity of the 9-1-1 DBMS database is upheld.

23.2 It is required that the internal company service order to port the number back to its own switch does not generate any update to the DBMS database. The Telephone Number record in the DBMS database is required to remain exactly the same since the customer name, address, telephone number remains the same and the same NENA ID remains on the record. Therefore, it is required that LEC's be cautious to ensure that no update is sent to the DBMS unless otherwise advised.

24. 24 X 7 CONTACT NUMBER WITH THE ALI RESPONSE MESSAGE

It is desirable that a 24x7 contact telephone number for the facility based SP be included in the ALI Response Message sent to the PSAP. The PSAP must call this 24x7 contact number for assistance with facility-based requests such as call interrupts and trap/traces. This section provides a standard for including the 24x7 contact telephone number under multiple conditions.

24.1 24 x 7 with ANI and ALI – Mechanized Version

It is preferable that the ALI database provider include the Telephone Company 24x7 contact number within the ALI Response Message sent to the PSAP.

The data must be included in the ALI Response Message using the label SPN, for SP Number. The label must be immediately followed by a 10-character alphanumeric data field with one of three values:

- 10 digit Telephone Company 24x7 contact number
- NOT_FOUND_ where_ represents a space
- UNAVAILABL

A field separator character must follow the 10-character data field. Refer to the ALI Response Message format for details of the tag data format.

A value of NOT FOUND shall be used to indicate that the NENA ID within the ALI database record was not found in the NENA ID table/database. It is desirable that the PSAP complete a PSAP inquiry to alert the ALI database provider that a NENA ID entry is missing from the NENA ID table/database and must be investigated. The ALI database provider is required to verify the NENA ID value against the latest NENA ID information found on the NENA web site. If the NENA ID is found on the NENA web site with a 24x7 contact number, the ALI database provider must refresh their internal table/database with the latest information from NENA. If the NENA ID is not found on the NENA web site, the ALI Database provider must identify and contact the appropriate person with that telephone company and request they obtain an official NENA ID and provide their 24x7 contact number.

In both cases, the ALI database provider is required to provide the PSAP with the appropriate action taken to close out the PSAP Inquiry.

A value of UNAVAILABL shall be used to indicate a system problem accessing the NENA ID table/database and the 24x7 contact number could not be determined. A PSAP Inquiry must NOT be completed in this case. If UNAVAILABL repeatedly appears in the ALI Response Messages, the PSAP must call the ALI database provider to report the problem.

Values of NOT FOUND and UNAVAILABL are preferable as a positive response and alert the PSAP of the reason the 24x7 contact information was not available. This is preferred over excluding the label SPN within the ALI Response Message, which would not alert the PSAP of possible data or system problems.

Data Source:
The ALI database provider must use the NENA ID table as their data source for the 24x7-telephone company contact number.

The NENA ID table may be downloaded from the NENA web site. File and record format specifications are included on the NENA web site.

Each row of the NENA ID table shall include a date stamp to indicate when a specific table entry was last updated. There shall also be a date stamp for the entire table. ALI database providers shall download the most current information from the NENA web site periodically as updates are made to the table.

As ALI Request Messages are processed by the ALI database provider, the NENA ID within the ALI database record must be used to search the NENA ID table for a match. If a match is found the corresponding 24x7 contact number shall be inserted in the ALI Response Message with the label SPN. If no match is found, label SPN shall be followed by NOT_FOUND_. If the search cannot be performed, label SPN shall be followed by UNAVAILABL. It is preferable that either of these two conditions be logged by the ALI database provider and appear on a report for internal investigation.

The NENA ID table must be a reliable data source for the 24x7 contact telephone number. NENA shall validate the 24x7 contact information when a telephone company registers for a NENA ID and during the annual re-registration process.

It is desirable that the NENA Data Sharing Study Group also periodically audits and validates this information during the year. Telephone Companies shall be contacted if the 24x7 contact number is no longer valid. Appropriate updates shall be made to the NENA ID table on the NENA web site.

24.2 24x7 with ANI – No ALI – Mechanized Version

Handling E911 calls when the PSAP receives ANI but there is no record in the ALI database for the number.

When the PSAP CPE does the ALI Bid and there is not an ALI record in the DBMS, the ALI host computer shall then do a dip/query to a copy of the database file that supports Call Set Up, which exists today because of LNP. It is the database each central office has to query before it can connect a call if the dialed number is from a NPA/NXX code that has any ported numbers. (Most Central Offices use a copy of the Call Set-Up database, updating as

needed. Some Central offices use real time access to the Call Set-Up database. Negotiations with the DBMS will be needed when implementing this process.)

The two possible responses that would come back would be:

- The number is NOT ported – in which case a lookup shall then be done on a list of all NPA/NXX codes that are valid in the DBMS. Number Pooling shall require that the lookup be done at the 1K block level. This file shall contain the SP name and their 24x7 contact number, which could be returned to the PSAP instead of the traditional "Record Not Found" message.

- The number IS ported – The LRN (local routing number) shall be obtained from the Call Set Up Database – the LRN is unique to a specific switch of a specific SP. A query shall be done on the LRN with the SP and appropriate 24x7 contact number being returned. This information shall be displayed at the PSAP instead of the traditional "Record Not Found" message.

It shall be the responsibility of the SPs to know what numbers were being used as LRNs for their switches, and to create & update an ALI record for each LRN that shall contain the appropriate information.

The DBMS system administrator shall maintain a table of valid NPA/NXX codes. The table shall be defined at the thousands block level due to the impact of Telephone Number Pooling. Each table entry shall include the block owner's Company Name and 24x7 contact number.

24.3 24x7 – ESCO (ANI Failure) – Mechanized Version

The PSAP receives an ESCO ANI (ANI Failure in lieu of ANI). The last three digits of the ESCO ANI are the unique ESCO code for the trunk group connecting the SP's switch to the Selective Routing tandem.

- Each SP is required to create and maintain an ALI record in the database for the ESCO ANI number combinations for all of the ESCO codes associated with the trunk groups for their switches to the SR tandem. These ESCO ALI records shall identify the SP and the appropriate 24x7 number(s) for each of their switches.

- When the PSAP receives a call where an ANI failure occurred, the ALI dip shall be done using the ESCO ANI that is unique for the ESCO code assigned to the dedicated trunk group connecting that switch to the SR tandem. The query shall result in displaying the ESCO ALI record containing the SP name and 24x7 contact number.

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- It shall be the responsibility of the SPs to establish and maintain the ESCO ALI records for all of the ESCO ANI numbers for their ESCO codes and to assure current/accurate NENA ID and 24x7 contact number information is contained within these ESCO ALI records.

24.4 24x7 with ANI/ALI; and ANI with No ALI - Manual Versions

Due to the cost structure for implementing the 24x7 with ANI/ALI and ANI with No ALI – a manual version is also suggested to obtain the 24x7 number for each SP who is implementing LNP.

Calls with ANI/ALI - Using the NENA web page obtain the 24x7 number and NENA ID for each of the SPs that are present in your PSAP territory and for any surrounding areas that you may be the default PSAP. When you receive a 911 call with ANI/ALI you shall have the NENA ID on your ALI screen, reference the NENA list for the appropriate 24x7 contact number for the SP.

Calls with no ALI – use the NeuStar IVR (formally known as Lockheed Martin IVR) – (to register with NeuStar for IVR access go to: www.nationalpooling.com, follow the law enforcement choices through the menus). Once you are registered you may access the IVR and enter the 10 digit phone number, if the number has been ported, the IVR identifies which local SP to call and also gives their 24x7 phone number.

If the number has not been ported refer to the above list you have created off of the NENA web site for the appropriate Incumbent SP for the area to assist in determining the appropriate carrier for the ANI.

(The above two processes (24.4) are excellent backups to the mechanized versions if there would be data link trouble and you would not be able to access the mechanized information.)

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25. SERVICE PROVIDER GOING OUT-OF-BUSINESS

25.1 The E911 DBMS SP shall require written confirmation of the exact date the SP is going out of business.

25.2 The SP going out of business must continue to submit transactions to the E911 DBMS SP for transferring and keeping up-to-date customers information as long as the SP remains in service.

25.3 The SP going out of business must unlock all remaining 9-1-1 records effective with its termination of service to enable any new SP to migrate the existing 9-1-1 record if the customer ports a TN after wind-down of business.

25.4 In the event the SP going out of business does not unlock all remaining records effective with its termination date the E911 DBMS SP shall be authorized to unlock all current SP going out of business records, on the effective date of going out of business. The E911 Data Provider must send written confirmation to the SP going out of business contact that all records were unlocked on the effective date of going out of business.

26. GLOBAL CHANGES TO NENA ID

A global change to the Access Infrastructure Provider or Data Provider NENA ID shall be made in the ALI DBMS when one of the following conditions is met:

- Non-contaminated NPA/NXX code migration from one carrier to another by NANPA, and as verified in the LERG (all 10,000 TNs) **OR**
- Non-contaminated NPA/NXX/X pooled block migration from one carrier to another by NANPA, and as verified in the LERG (all 1000 TNs) **OR**
- Entire NENA ID change (from xxxxx to yyyyy), as specifically agreed to by all parties.

Note: The recipient company is responsible for the accuracy of the data, including aged errors and stranded unlocks, after the NENA ID is changed.

In addition it **is required** that:

- The new NENA ID must be a registered NENA ID.
- The new NPA/NXX/X must also be transferred to the new owner's SPID in NPAC. If there are multiple NENA IDs assigned to the same SPID, the automated code migration process must be negotiated between the new SP and the ALI DBMSP.
- The request must be sent electronically to the ALI DBMSP. The ALI DBMSP shall convert the records in the database based on the following elements of information:

    - Old NENA ID
    - Authorization of old NENA ID owner, if available
    - New NENA ID
    - Name of Company requesting change
    - Name of person requesting change
    - Title of person requesting change
    - Address
    - Phone Number
    - Email address
    - Reason for change
    - Description of work being requested
    - Negotiated date change shall be executed

Note: For more information on NENA ID, please see NENA ID standard.
It is required that the request be retained based on the NENA Data Retention Guidelines

One Nation 9-1-1 One Number

27. Unbundled Network Elements Platform (UNE-P) – Refer to Exhibit K

Unbundled Basic Service Platform is a combination of unbundled port, unbundled shared transport, and unbundled loops. These platforms shall provide CLEC's with residential and business local exchange service capability. With these platforms, CLEC's shall be able to provide Residence, Business, Centranet, ISDN BRI/PRI, DID/DOD, and Coin services. In addition, by purchasing UNE-P, the CLEC has access to all of the vertical features and functions of the switch, such as caller ID and call waiting.

Unbundled Network Elements (also known as UNE) are a requirement mandated by the Telecommunications Act of 1996. They are the parts of the network that the ILECs are required to offer on an unbundled basis. Together, these parts make up a loop that connects to a DSLAM or a voice switch (or both). The loop allows non-facilities-based telecommunications providers to deliver service without laying network infrastructure (copper/fiber).

> DSLAM(Digital Subscriber Line Access Module):
> Networking, hardware: (DSLAM, or Digital Subscriber Line Access Multiplexer) The generic term for the Central Office (CO) equipment where xDSL lines are terminated. The multiple DSL signals may be multiplexed onto a wideband channel such as ATM.
>
> ATM (Asynchronous Transfer Mode) used for both LAN and WAN is a means of digital communications that is capable of very High speeds; suitable for transmission of images or voice or video as well as data;

The matrix below reflects which entity shall be providing daily updates to the 9-1-1 DBMSP:

UNE TYPE	Port Provider (Dial-tone)	Loop Provider	Provide ALI Update to DBMSP
UNE-Platform	ILEC	ILEC	ILEC
UNE-Local Loop	CLEC	ILEC	CLEC
UNE-Port	ILEC	CLEC	ILEC

UNE-Platform: ILEC provides central office and outside plant facilities (loop).

UNE-Local Loop: Dial tone is provided by the CLEC and outside plant facilities (loop) are provided by the ILEC.

UNE-Port: Dial tone is provided by the ILEC and outside plant facilities are provided by the CLEC. On UNE Port, contracts shall say ILEC is required to update 9-1-1 database, BUT CLEC is responsible for advising ILEC of any changes to the TN record within one business day. CLEC shall be liable/responsible for all data, including address provided. ILEC shall be responsible for transmitting the information provided by the CLEC. CLEC shall be responsible for accuracy.

The NENA ID and 800 trouble number used shall be the Access Infrastructure Provider's NENA ID. The Access Infrastructure Provider shall use their NENA ID or create a new unique one. It is understood that only the NENA ID owner can view the TN record in the 9-1-1 database.

28. DETERMINING OWNERSHIP OF A TELEPHONE NUMBER

INSTRUCTIONS FOR DETERMING OWNERSHIP OF A PORTED TELEPHONE NUMBER AND TO OBTAINING A LOGIN ID TO NEUSTAR IVR:

- Go to: http://www.nationalpooling.com/
- At bottom of page click on "Law Registration"
- Click on "Law/911 IVR Registration" and complete the form.
- You will receive an email with your PIN, access number, and instructions.

Directions on how to use the IVR can be found at:
http://www.nationalpooling.com/law_911_registration/index.htm

TO DETERMINE OWNERSHIP OF NON-PORTED TNS

- Go to: http://www.nationalpooling.com
- Select Reports
- Select Pool by State Reports
- Select Blocks Report
- Select a State
- Select an NPA

You will receive a list of thousand group's owners. The "X" represents the 1000 block and there is also a column to indicate if the group is contaminated (not all same carrier TNs).

29. WIRELESS NO RECORD FOUND REPORTING PROCESS

Introduction

Members of the 9-1-1 jurisdiction, wireless SPs, LECs and third party database providers recognize that Wireless NRF conditions impact the quality of service for wireless 911 calls. Because of this, it is important that a standard process for reporting and resolving Wireless NRFs be implemented in order to maintain the level of Enhanced 9-1-1 service required by the FCC. A couple of assumptions have been made in the drafting of this Wireless NRF Reporting Process. They are:

29.1 It is incumbent on the Wireless SPs to deliver the Wireless 9-1-1 calls with the accuracy outlined in FCC Docket No. 94-102 Third Report and Order. Therefore it is necessary for Wireless SPs and 9-1-1 jurisdictions to work together to resolve Wireless NRFs.

29.2 a. 9-1-1 jurisdictions that use separate trunks for wireless 9-1-1 calls shall access to NPAC (NeuStar IVR) to determine the ownership of a ported TN that may have generated the NRF. The PSAP can also use NANPA or Fone Finder (Primeris.com) to determine the ownership of the NPA-NXX. (It is understood that this access may prove more complicated now that WNP has been implemented)

b. 9-1-1 jurisdictions that use the same trunks for both wireline and wireless 9-1-1 calls, shall use the DBMSP to determine ownership of the TN that generated the wireless NRF by having the PSAP complete a 9-1-1 Inquiry form to report the wireless NRF and send to the 9-1-1 Database coordinator within (1) one business day. Then the 9-1-1 Database Coordinator shall review, research, and forward the 9-1-1 inquiry form to the DBMSP within (1) one business day. The DBMSP shall determine ownership of the Wireless NRFs and shall return the wireless No Record Found report to the 9-1-1 jurisdiction within one business day of receipt.

Wireless No Record Found Reports

29.3 9-1-1 jurisdictions shall provide "No Record Found Reports" to the appropriate Wireless SP 24 X 7 contact e-mail address or facsimile number.

29.4 In an HCAS environment, if the ESRD is provided with the NRF condition then the 9-1-1 jurisdiction shall provide the "No Record Found Report" to the selective routing provider which will determine the wireless SP that generated the wireless NRF condition. The selective routing provider shall then forward it onto the Wireless SP 24 x 7 contact.

29.5 The format for the "No Record Found Reports" shall include the following information:

PSAP Name:	PSAP name as listed in FCC Master Registry http://www.fcc.gov/911/enhanced/reports/FilingExamplePSAPRegistry.xls#MasterPSAPRegistry!A1
PSAP ID Code:	Identification number associated with the PSAP as Listed in http://www.fcc.gov/911/enhanced/reports/FilingExamplePSAPRegistry.xls#MasterPSAPRegistry!A1
PSAP Contact Name:	Contact Name or Name of Agency Responsible for the PSAP
PSAP Contact Telephone #:	PSAP Point of Contact telephone number
Date/Time:	Date and Time of the Wireless ALI bid from the 9-1-1 Database. Time of call shall include whether it is a.m. or p.m. and whether it is EST, CST, MST or PST.
ESRK/ESRD/CBN:	ANI provided with No Record Found condition
Wireless SP:	Name of Wireless SP that owns the ESRK/CBN of ANI provided with No Record Found condition
PSAP ALI Screen Print:	a digital or hard copy printout of screen with NRF condition information, when available

29.6 "No Record Found Reports" must be reported to the Wireless SP within two calendar days of the Wireless ALI bid so the wireless SP can trace the wireless call within its own network. It is recognized that call information is retained by the switch for only 48 hours.

29.7 Wireless SPs shall generate a report back to the 9-1-1 jurisdiction within (5) five business days of receipt of the "No Record Found Report". Wireless SPs must include in their status report the original error information from the 9-1-1 jurisdiction and add for each NRF error the error code and the repair code.

29.8 Recommended Standard Error Codes for Wireless NRF

These codes are not meant to be all encompassing and additional codes may be added to suit the needs of the 9-1-1 jurisdiction.

Group	Error Code	Description
NRF with CBN Failure	1501	Wireless calling to non-emergency and/or administrative hunt group numbers.
	1502	Wireless CBN being passed in the ANI spill.
	1503	CBN only delivery may be arranged as the fall back for the MSC-MPC ISUP communication failures

	1504	CBN transferred from another PSAP. (Note- if call was received over PSTN, hunt group of PSAP may be passed *instead of* CBN)
NRF with ESRK Failures	1601	Steering not yet activated and no shell record exists
	1602	Steering not yet activated for ESRK range and no shell record exists
	1603	Steering links to 3rd party are interrupted and no shell record exists
	1604	3rd party received query, but had no record generated during call set up and 3rd party returned message with response type 3 and with the ESRK populated in the CBN field (MSC>MPC>3rd party db)
	1605	NRF transferred from another PSAP
ANI Failures	1701	No ESRK passed to the tandem because MSC to MPC ISUP communication breakdown
	1702	No ESRK passed to the tandem because of Signaling incompatibilities between the MSC and the Tandem
	1703	No ESRK passed to the tandem because of Multi-frequency tone distortions (hot or noisy transmission levels) to the tandem
	1704	(CBN) passed with an NPA that is undefined in the tandem
	1705	MSC default routed call where the cell/sector is undefined in the MPC data base e.g.; new cell towers or COWs
	1706	Failed ANI call transferred to another PSAP, which generated another ANI failure
	1707	Other (Provide description of error condition)

29.9 Recommended Standard Repair Codes for Wireless NRF

Repair Code	Description
2001	Updated translations to send wireless call over correct 9-1-1 trunks
2002	Updated translations to wireless phase status for 9-1-1 jurisdiction
2003	Updated steering and shell record for ESRK
2004	Updated steering and shell records for ESRK range
2005	Steering links repaired and tested
2006	Link between MSC and MPC ISUP repaired and tested
2007	Link between MSC and Tandem repaired and tested
2008	MSC corrected with cell tower/sector information
2009	MPC corrected with cell tower/sector information
2010	Wireless 9-1-1 call did not access Wireless SP Network
2011	Other (Provide description of repair condition)

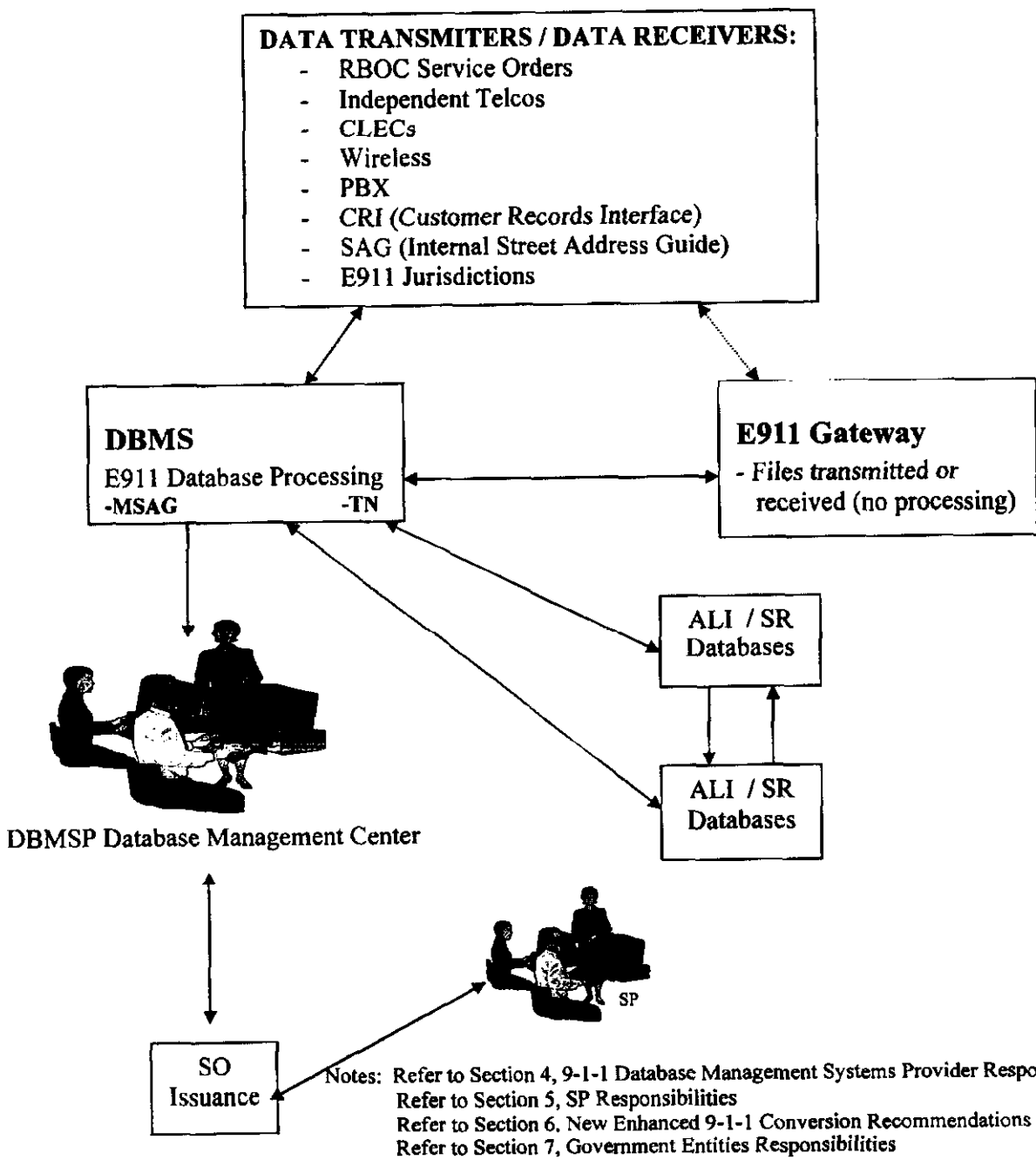
99. References

See related standards documents:

- NENA 02-010, NENA Formats and Protocols for Data Exchange
- NENA 06-001, NENA Standards for Local SP Interconnection Information Sharing.
- United States Postal Service, Postal Addressing Standards, Publication 28 may be downloaded from: http://pe.usps.gov/cpim/ftp/pubs/Pub28/pub28.pdf.
  Canadian Addressing Guide. This information for Canada can be downloaded from the Canada Post / Postes Canada web site at URL:
  English:
  http://www.canadapost.ca/business/offerings/address_management/can/addressing_guide-e.asp
  French:
  http://www.postescanada.ca/business/offerings/address_management/can/addressing_guide-f.asp
- NENA E9-1-1 Database Guide
- NENA Address Systems, A Training Guide for 9-1-1

EXHIBIT A – E911 DATA FLOW

E911 Data Sources: Double headed arrows represent 2-way flow of information such as daily updates, errors, and reports.

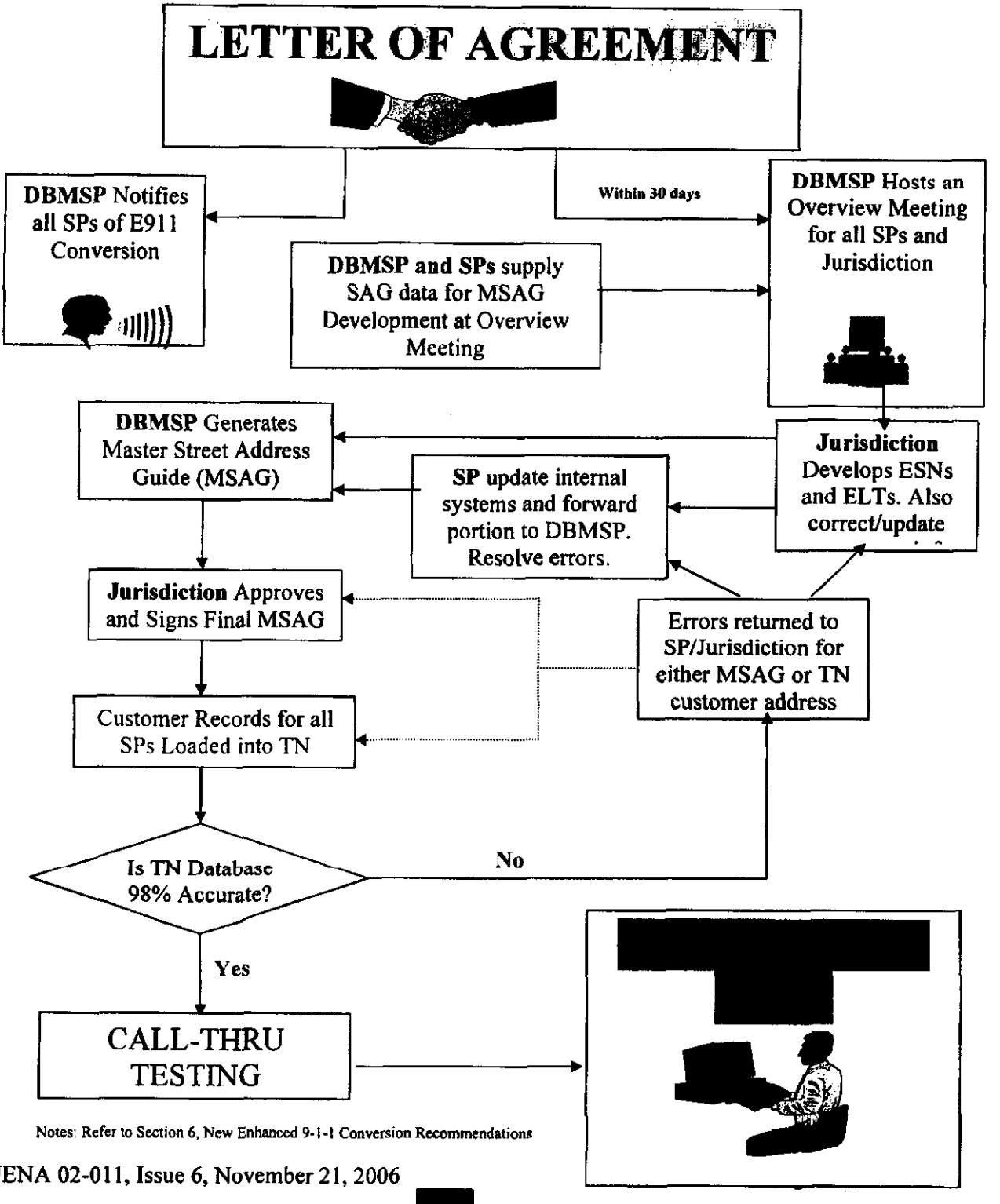


Notes: Refer to Section 4, 9-1-1 Database Management Systems Provider Responsibilities
Refer to Section 5, SP Responsibilities
Refer to Section 6, New Enhanced 9-1-1 Conversion Recommendations
Refer to Section 7, Government Entities Responsibilities

One Nation 9-1-1 One Number

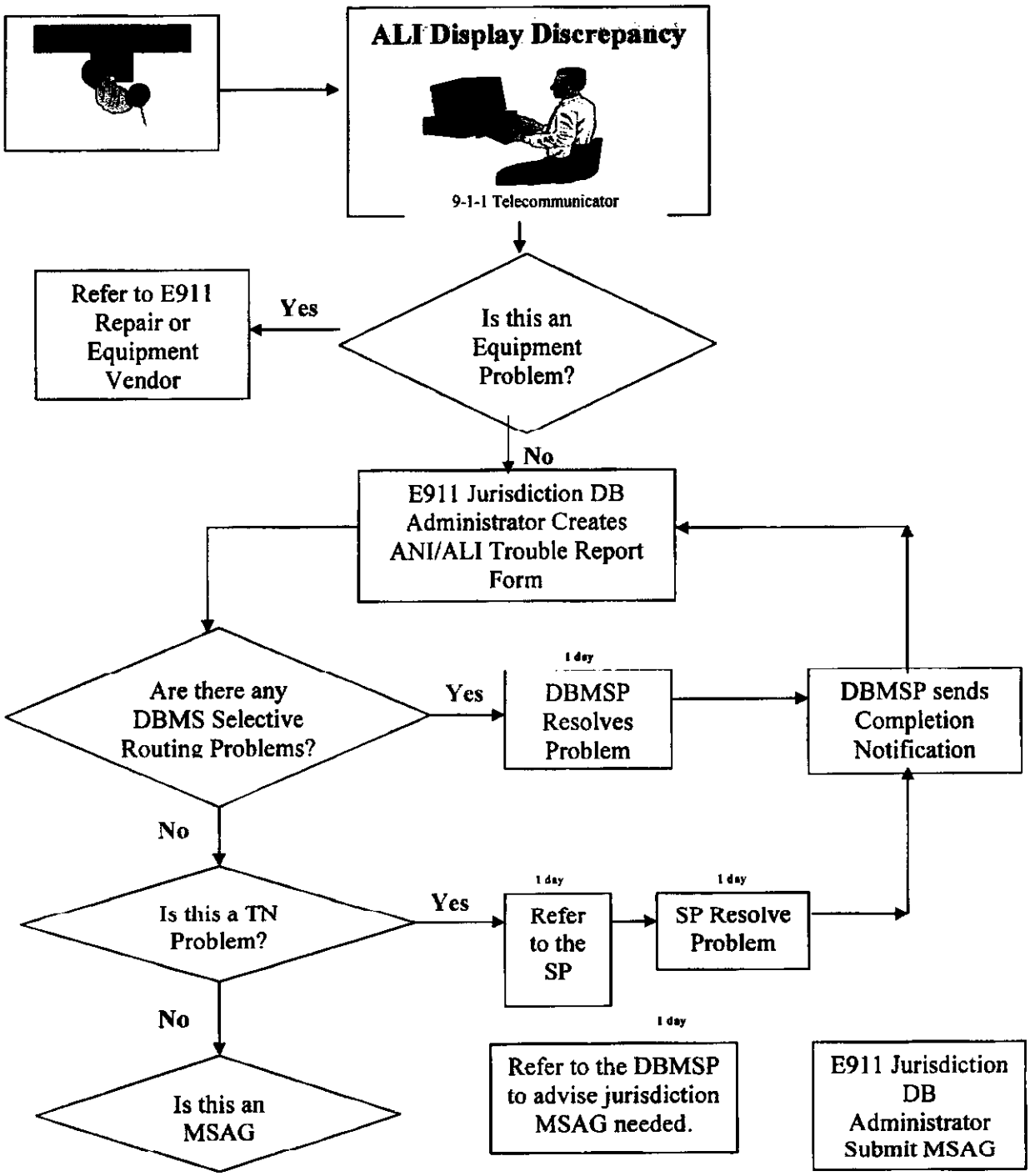
000271

EXHIBIT B – CONVERSION TO E911



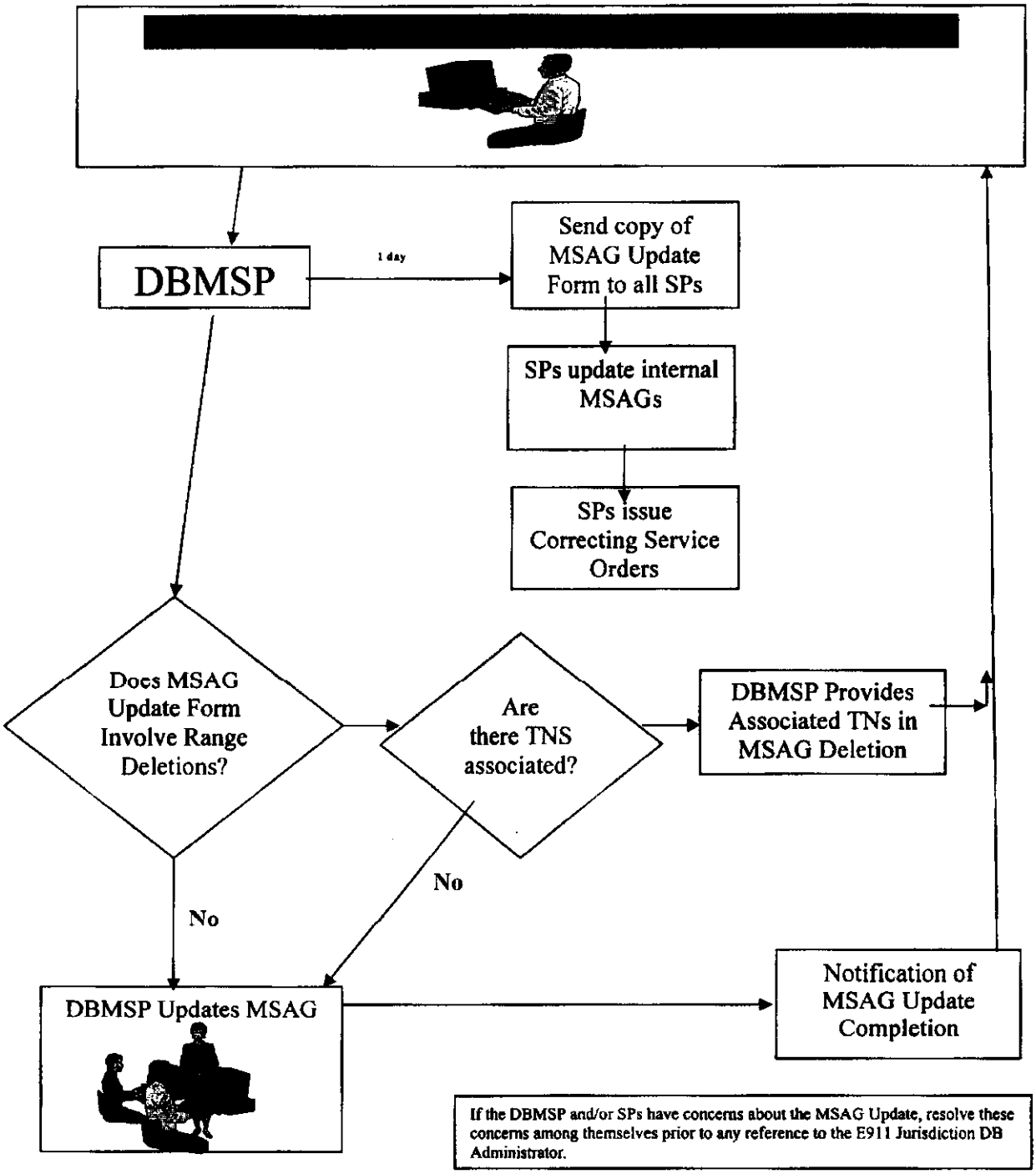
Notes: Refer to Section 6, New Enhanced 9-1-1 Conversion Recommendations

EXHIBIT C – ANI/ALI TROUBLE INQUIRY



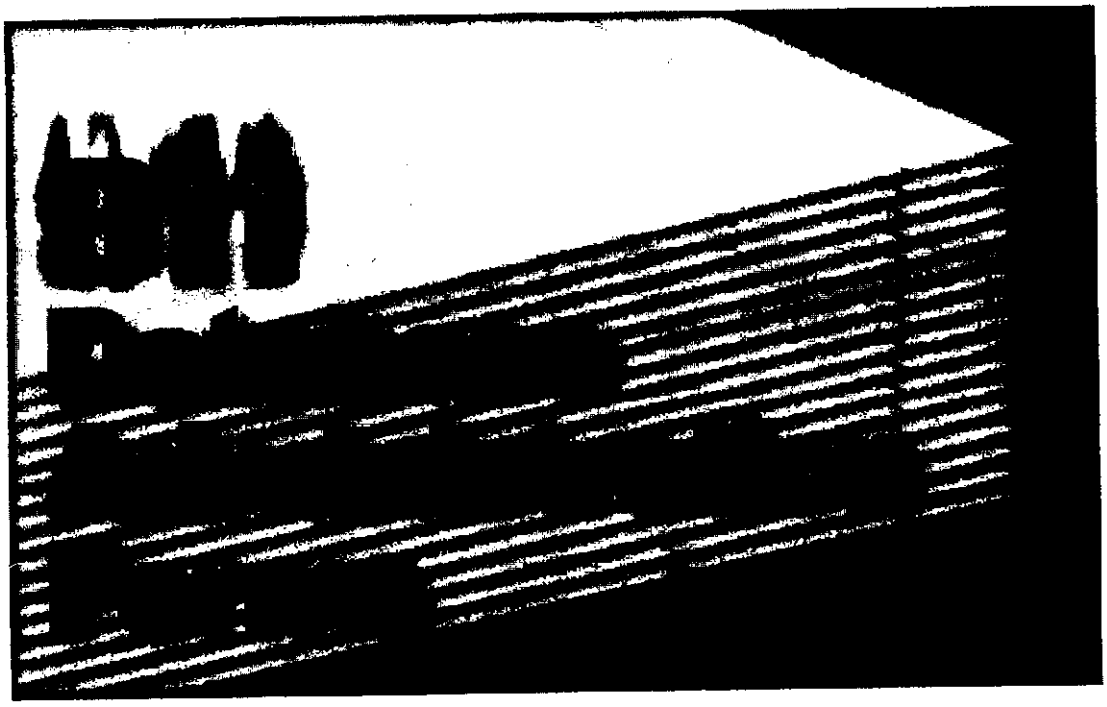
Notes: Refer to Section 7.3.3, Government Entities Responsibilities, Maintenance -- Refer to Section 9, ANI/ALI Trouble Reporting Process

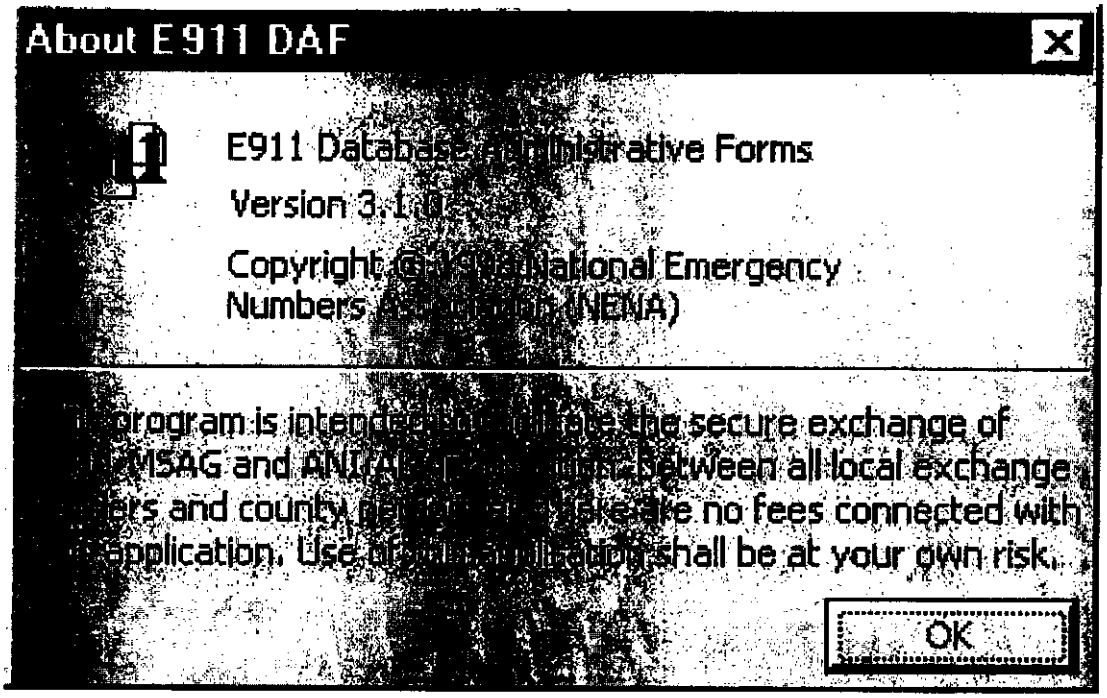
EXHIBIT D – MSAG MODIFICATION PROCESS FLOW

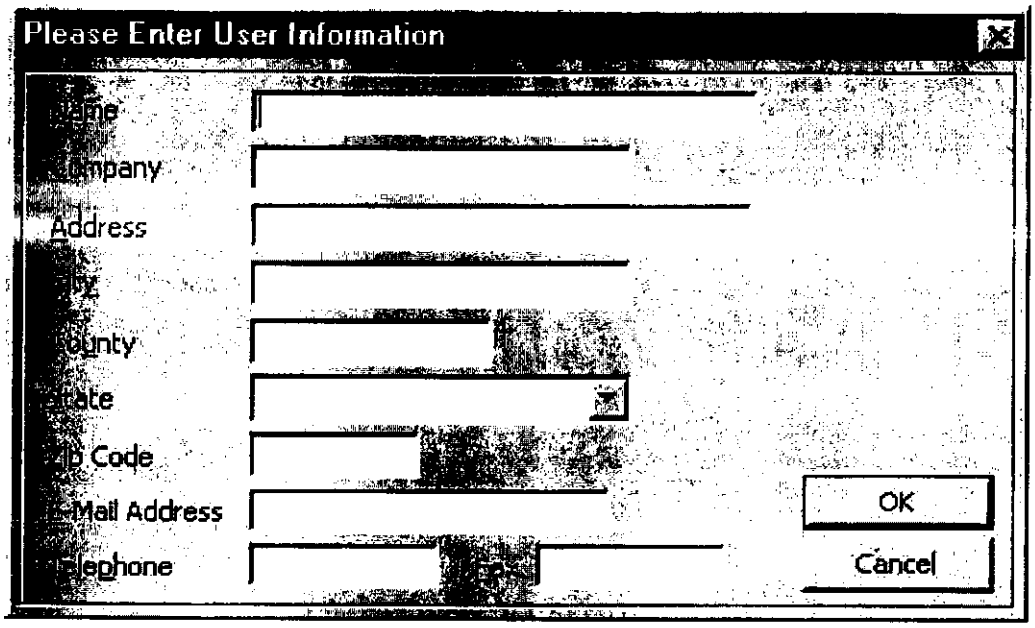


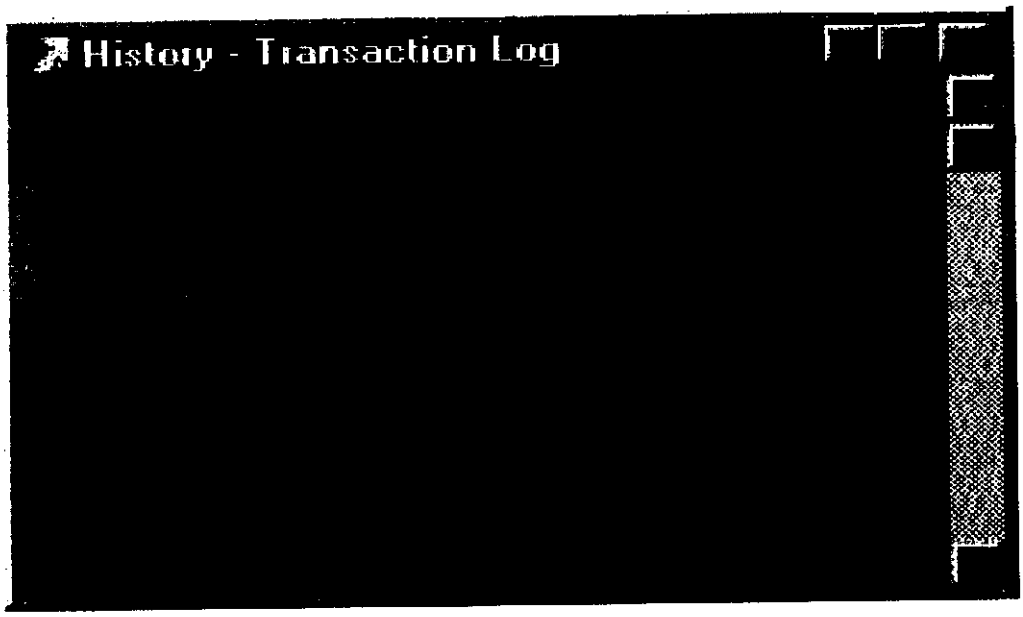
Notes: Refer to Section 7.3.2, Government Entities Responsibilities, Maintenance
Refer to Section 10, MSAG Modification Process Flow

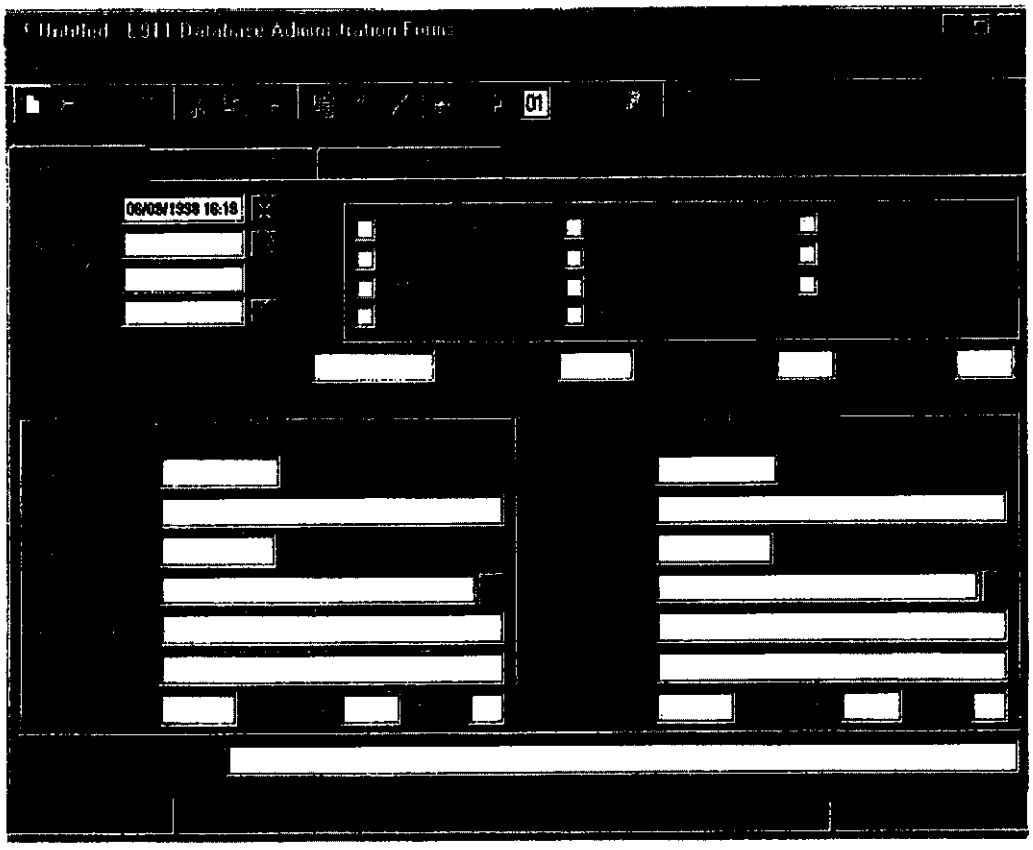
EXHIBIT E – 911 DATABASE ADMINISTRATION SOFTWARE




About E911 DAF
E911 Database Administrative Forms
Version 3.1.0
Copyright © National Emergency
Numbers Association (NENA)
program is intended to facilitate the secure exchange of
VISAG and ANI/A
between all local exchange
ers and county
There are no fees connected with
application. Use of
shall be at your own risk.
OK


Please Enter User Information
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Address
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ounty
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ip Code
-Mail Address
Telephone
OK
Cancel

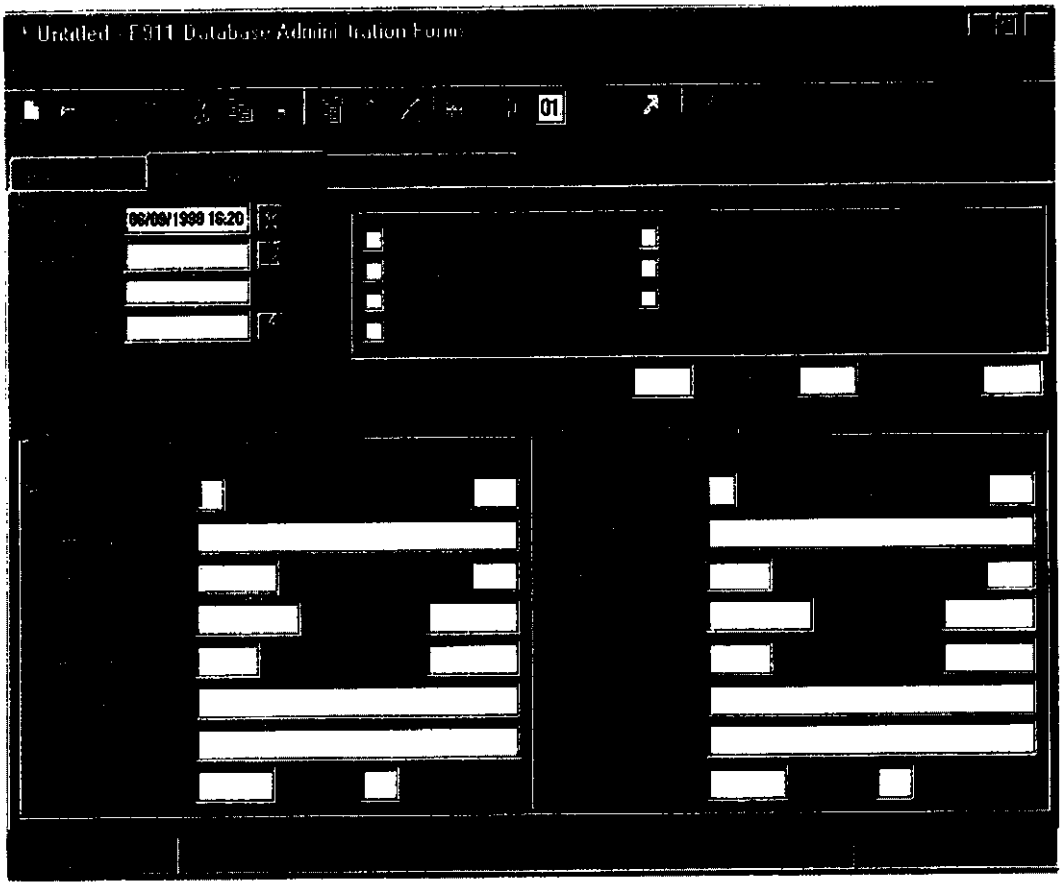

History - Transaction Log



ANI/ALI FORM

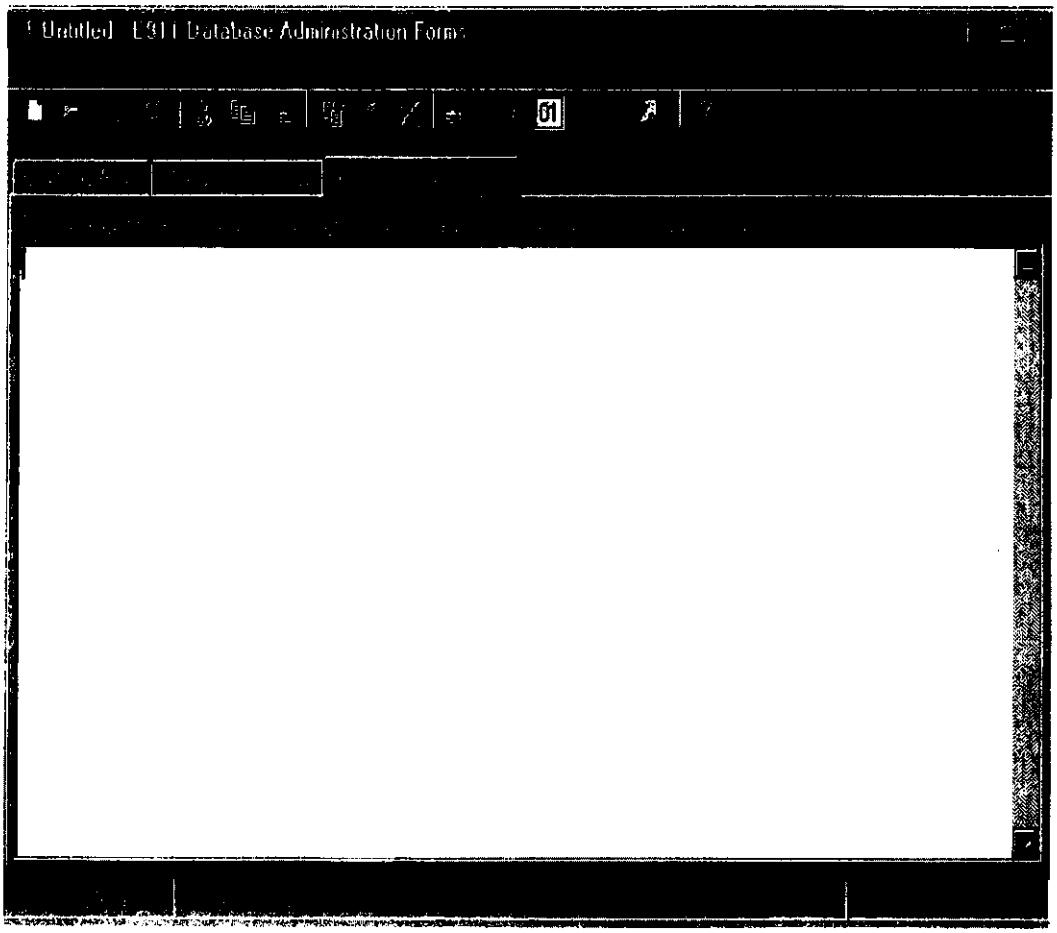
One Nation 9-1-1 One Number

000278



MSAG UPDATE FORM

One Nation 9-1-1 One Number



ADDITIONAL INFORMATION

EXHIBIT F: MIGRATE ATTEMPTED ON A LOCKED TN, 22B.1.A THROUGH C

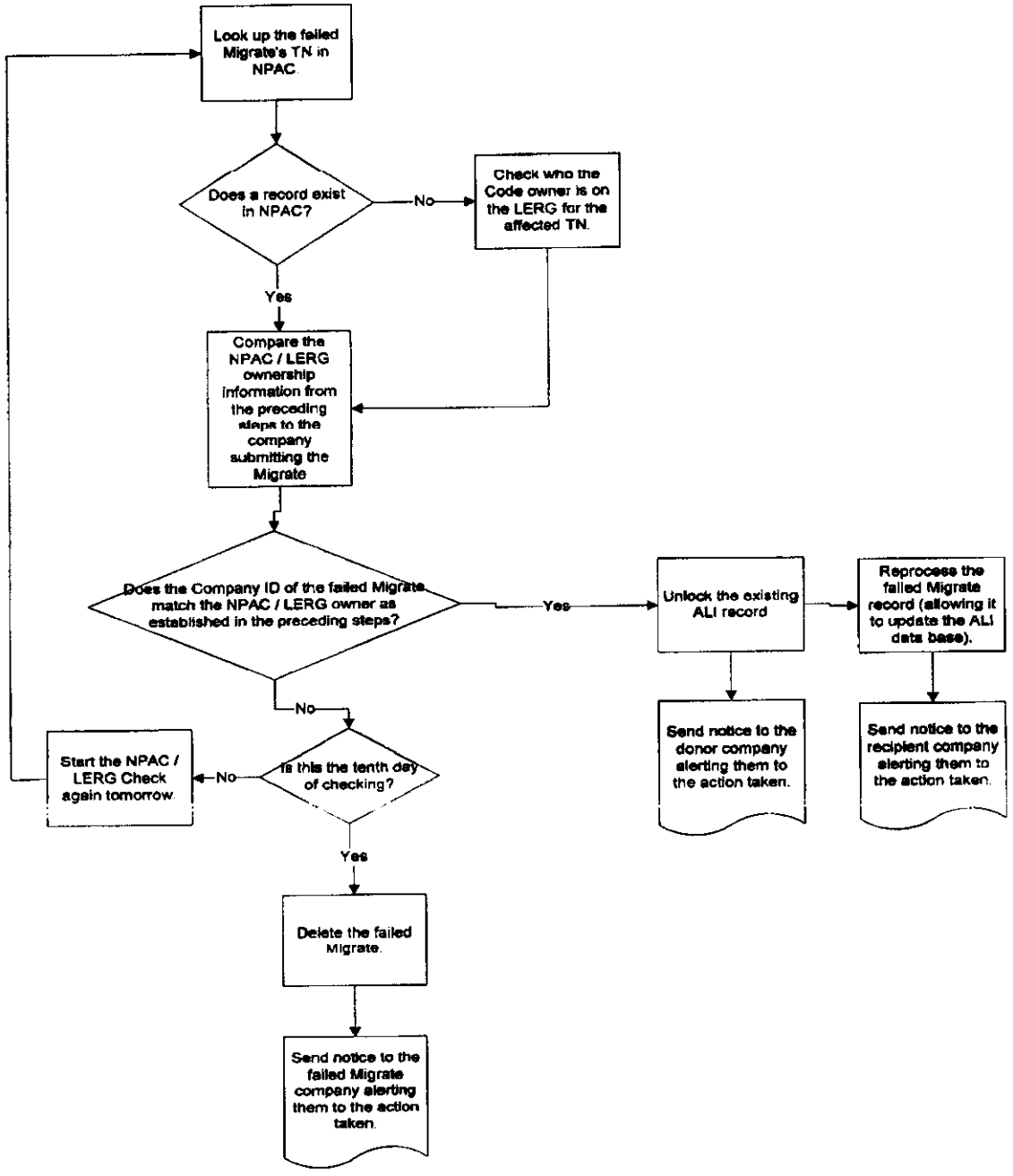
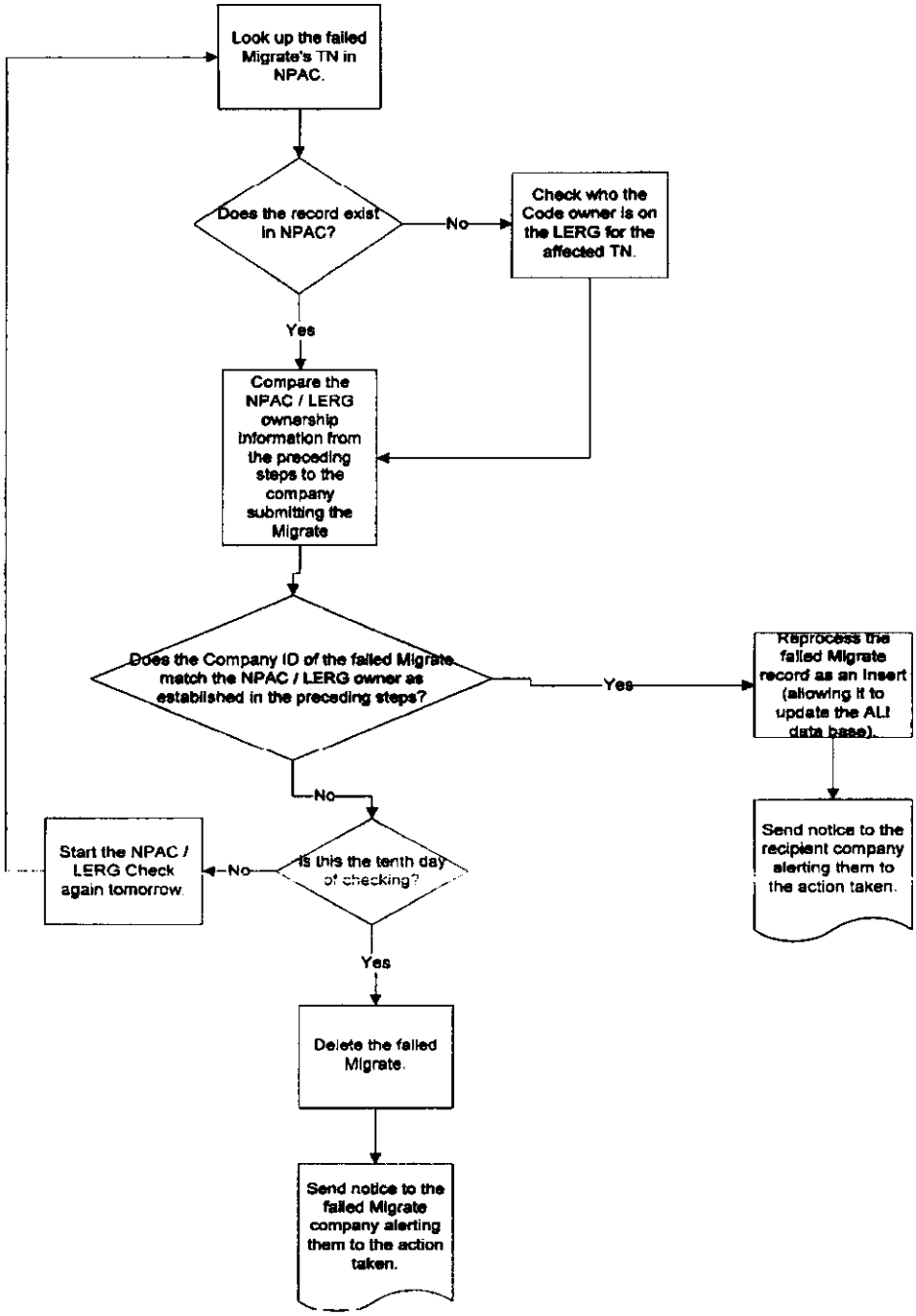


EXHIBIT G: MIGRATE ATTEMPTED ON A NON EXISTENT TN, 22B.1.D



One Nation 9-1-1 One Number

000282

EXHIBIT H: INSERT ATTEMPTED ON A LOCKED TN, 22B.2.A THROUGH C

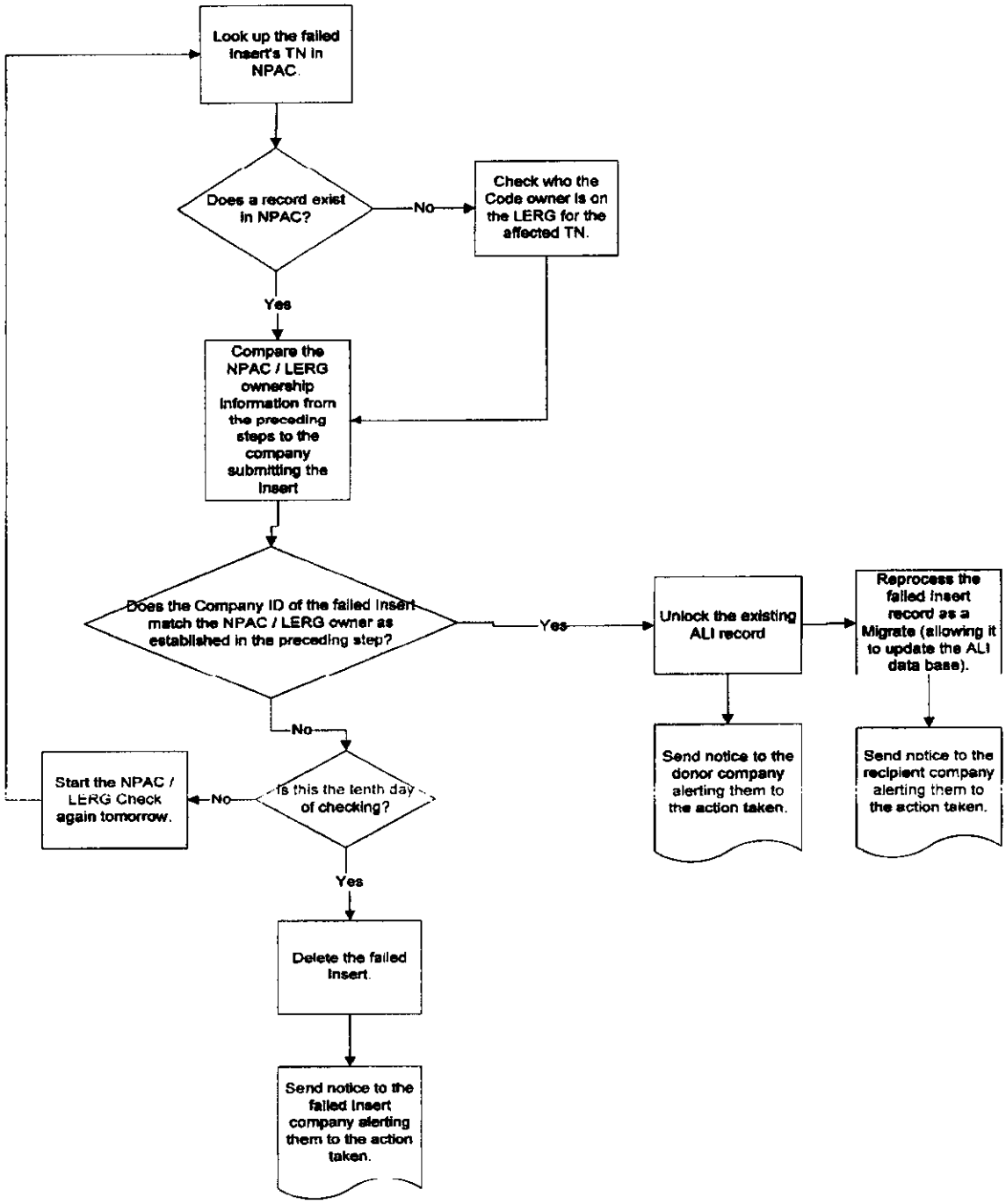


EXHIBIT I: INSERT ATTEMPTED ON AN UNLOCKED TN, 22B.2.D

Reprocess the failed Insert as a Migrate record (allowing it to update the ALI data base).

EXHIBIT J: STRANDED UNLOCK RECORDS OLDER THAN 7 DAYS, 22C

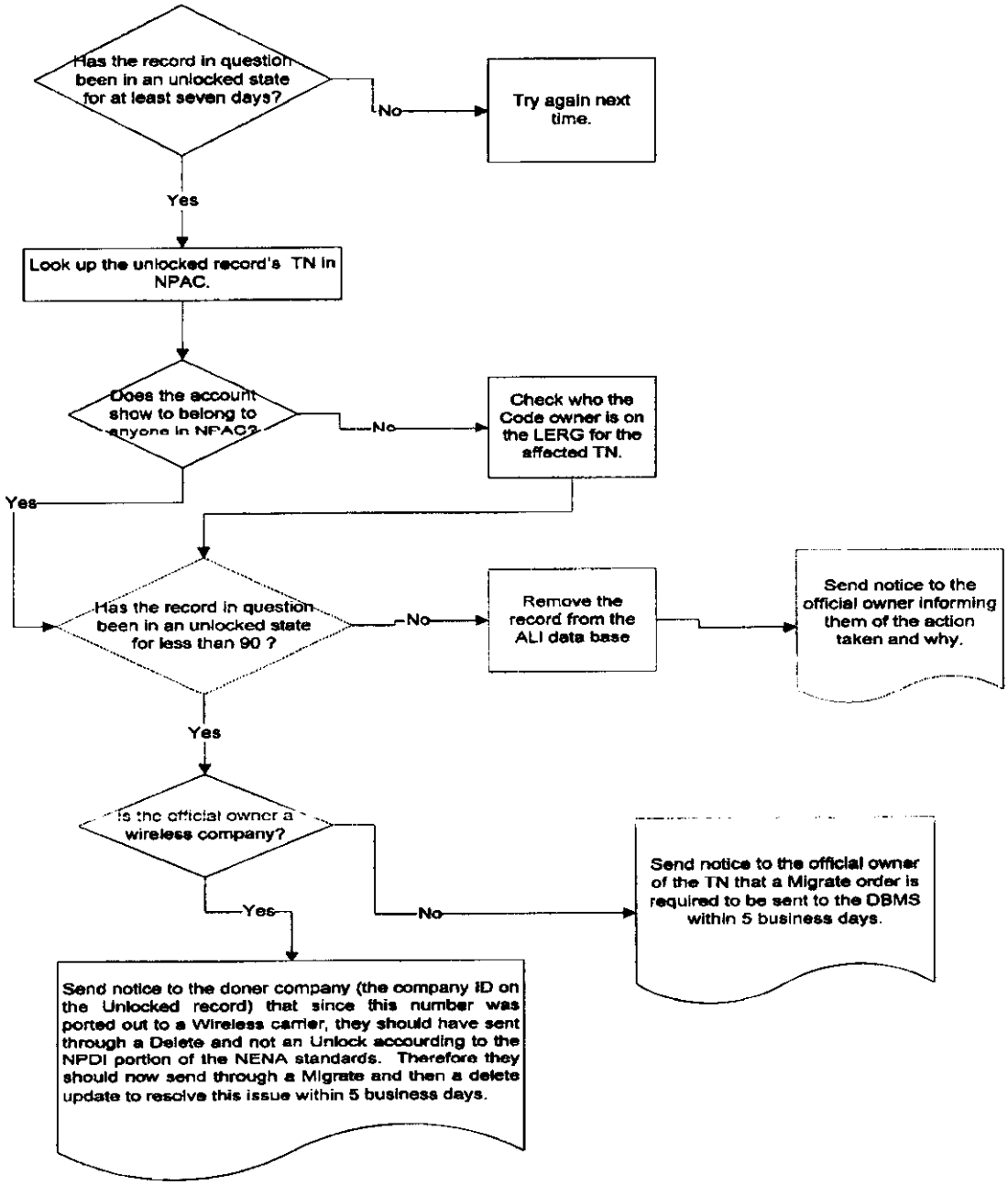
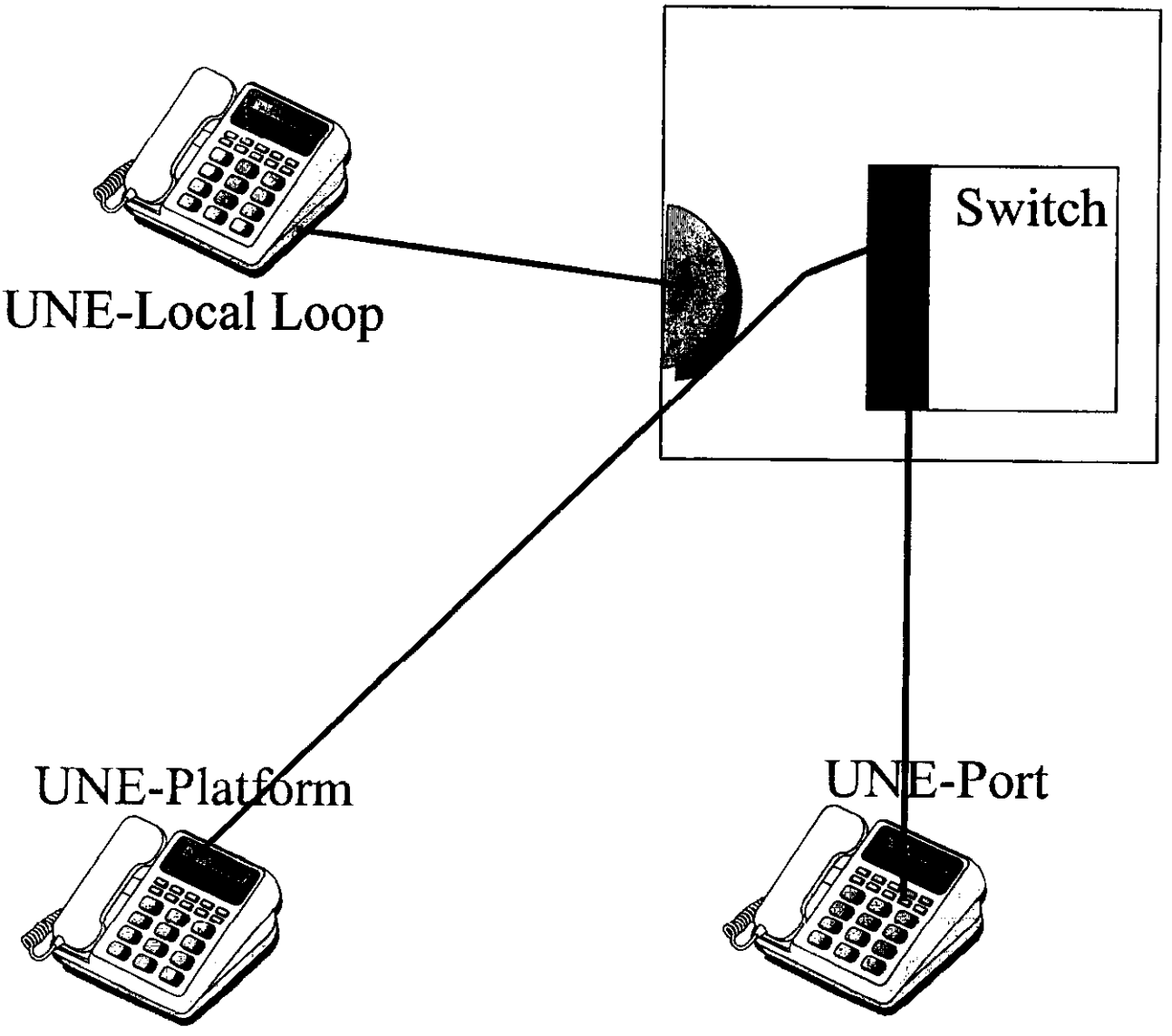


EXHIBIT K – CENTRAL OFFICE WITH CO-LOCATION



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intrado Communications, Inc. for arbitration of certain rates, terms, and conditions for interconnection and related arrangements with Embarq Florida, Inc., pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Section 364.162, F.S.	DOCKET NO. 070699-TP DATED: JUNE 26, 2008

INTRADO COMMUNICATIONS INC.'S
RESPONSES TO STAFF'S THIRD PRODUCTION OF DOCUMENTS (Nos. 21-29)

Intrado Communications Inc. ("Intrado Comm"), by its attorneys, hereby respectfully responds to the Florida Public Service Commission ("Commission") Staff's Third Request for Production of Documents (Nos. 21-29) as follows:

21. Please provide all source documents, including cost data and any assumptions, supporting the derivation of the rates contained in TH-7 attached to Intrado witness Hicks' rebuttal testimony.

None.

22. Please provide a copy of any relevant documentation that supports Intrado's answer to Interrogatory No. 60.

None.

23. Please provide a copy of any relevant documentation that supports Intrado's answer to Interrogatory No. 61.

Intrado Comm relied upon the following documents in the preparation of its response to Staff Interrogatory No. 61:

Local Competition Order 11 FCC Rcd 15499, ¶ 209 (1996) (relevant portions in Attachment 23a)
Virginia Arbitration Order, 17 FCC Rcd 27039, ¶ 71 (2002) ("*Virginia Arbitration Order*"), *app. for review pending* (filed Nov. 7, 2002) (relevant portions in Attachment 23b)

24. Please provide a copy of any relevant documentation that supports Intrado's answer to Interrogatory No. 62.

Intrado Comm relied upon the following documents in the preparation of its response to Staff Interrogatory No. 62:

Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems, 9 FCC Rcd 6170, ¶ 3, n.6 (1994) (relevant portions in Attachment 24a)
VoIP E911 Order, 20 FCC Rcd 10245, ¶ 59 (2005) (relevant portions in Attachment 24b)

25. Please provide a copy of any relevant documentation that supports Intrado's answer to Interrogatory No. 63.

None.

26. Please provide a copy of any relevant documentation that supports Intrado's answer to Interrogatory No. 64.

Intrado Comm relied upon the following documents in the preparation of its response to Staff Interrogatory No. 64:

Virginia Arbitration Order ¶¶ 51, 53 (relevant portions in Attachment 23b)
Docket No. 000731-TP, *Petition by AT&T Communications of the Southern States, Inc. d/b/a AT&T for Arbitration of Certain Terms and Conditions of a Proposed Agreement with BellSouth Telecommunications, Inc. Pursuant to 47 U.S.C. Section 252*, Order No. PSC-01-1402-FOF-TP, Final Order on Arbitration at 46 (June 28, 2001)
Docket No. 000075-TP, *Investigation into Appropriate Methods To Compensate Carriers for Exchange of Traffic Subject to Section 251 of the Telecommunications Act of 1996*, Order No. PSC-02-1248-FOF-TP, Order on Reciprocal Compensation at 26 (Sept. 10, 2002)

27. Please provide a copy of any relevant documentation that supports Intrado's answer to Interrogatory No. 65.

Intrado Comm relied upon the following documents in the preparation of its response to Staff Interrogatory No. 65:

47 U.S.C. § 251(c)(3)
47 C.F.R. § 51.319(d)(4)(i)(B)
Wireline Broadband Order, 20 FCC Rcd 14853, ¶ 127 (2005), *aff'd Time Warner Telecom, Inc. v. FCC*, WL 2993044 (3d Cir. Oct. 16, 2007) (relevant portions in Attachment 27)

28. Please provide a copy of any relevant documentation that supports Intrado's answer to Interrogatory No. 66.

None.

29. Please provide all documents that support your response to Interrogatory No. 68(b).

Intrado Comm relied upon the following documents in the preparation of its response to Staff Interrogatory No. 68(b):

Ohio Certification Order (CSL-2)

Respectfully submitted this 26th day of June, 2008.

INTRADO COMMUNICATIONS INC.

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acollins@cgrdc.com

Its Attorneys

FCC 96-325

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of	)	
	)	
Implementation of the Local Competition Provisions in the Telecommunications Act of 1996	)	CC Docket No. 96-98
	)	
Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers	)	CC Docket No. 95-185

FIRST REPORT AND ORDER

Adopted: August 1, 1996 Released: August 8, 1996

By the Commission: Chairman Hundt and Commissioners Quello, Ness, and Chong issuing separate statements.

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and an incumbent LEC's STP; (6) between a competitive provider's dedicated transport and an incumbent LEC's office; and, (7) between incumbent LEC and non-incumbent LEC STPs.[445] MFS argues that, regardless of the specific points listed by the Commission, states should be able to expand the list of technically feasible points.[446]

3. Discussion

209. We conclude that we should identify a minimum list of technically feasible points of interconnection that are critical to facilitating entry by competing local service providers. Section 251(c)(2) gives competing carriers the right to deliver traffic terminating on an incumbent LEC's network at any technically feasible point on that network, rather than obligating such carriers to transport traffic to less convenient or efficient interconnection points. Section 251(c)(2) lowers barriers to competitive entry for carriers that have not deployed ubiquitous networks by permitting them to select the points in an incumbent LEC's network at which they wish to deliver traffic. Moreover, because competing carriers must usually compensate incumbent LECs for the additional costs incurred by providing interconnection, competitors have an incentive to make economically efficient decisions about where to interconnect.[447]

210. We conclude that, at a minimum, incumbent LECs must provide interconnection at the line-side of a local switch (at, for example, the main distribution frame), the trunk-side of a local switch; the trunk interconnection points for a tandem switch; and central office cross-connect points in general. This requirement includes interconnection at those out-of-band signaling transfer points necessary to exchange traffic and access call related databases. All of these points of interconnection are used today by competing carriers, noncompeting carriers, or LECs themselves for the exchange of traffic, and thus we conclude that interconnection at such points is technically feasible.

211. A varied group of commenters, including Bell Atlantic and AT&T, agree that interconnection at the line-side of the switch is technically feasible.[448] Interconnection at this

[445] Letter from Bruce Cox and Betsy Brady, AT&T, to Regina M. Keeney, Common Carrier Bureau, FCC, March 21, 1996, at 29-32 (AT&T March 21 Letter).

[446] MFS comments at 14.

[447] *See* Robert S. Pendyck and Daniel L. Rubinfeld, Microeconomics (2nd ed. 1992).

[448] *See, e.g.*, Bell Atlantic comments at 20-21; NYNEX comments at 65; BellSouth reply at 23; AT&T March 21 Letter at 30.

point is currently provided to some commercial mobile radio service (CMRS) carriers[449] and may be necessary for other competitors that have their own distribution plant, but seek to interconnect to the incumbent's switch. We also agree with numerous commenters that claim that interconnection at the trunk-side of a switch is technically feasible and should be available upon request.[450] Interconnection at this point is currently used by competing carriers to exchange traffic with incumbent LECs. Interconnection to tandem switching facilities is also currently used by IXCs and competing access providers, and is thus technically feasible. Finally, central office cross-connect points, which are designed to facilitate interconnection, are natural points of technically feasible interconnection to, for example, interoffice transmission facilities. There may be rare circumstances where there are true technical barriers to interconnection at the line- or trunk-side of the switch or at central office cross-connect points, however, the parties have not presented us with any such circumstances. Thus, incumbent LECs must prove to the state commissions that such points are not technically feasible interconnection points.

212. We also note that the points of access to unbundled elements discussed below may also serve as points of interconnection (*i.e.*, points in the network that may serve as places where potential competitors may wish to exchange traffic with the incumbent LEC other than for purposes of gaining access to unbundled elements), and thus we incorporate those points by reference here. Finally, as noted above, we have identified a minimum list of technically feasible interconnection points: (1) the line-side of a local switch; (2) the trunk-side of a local switch; (3) the trunk interconnection points for a tandem switch; (4) central office cross-connect points; (5) out-of-band signaling transfer points; and (6) the points of access to unbundled elements. In addition, we anticipate and encourage parties and the states, through negotiation and arbitration, to identify additional points of technically feasible interconnection. We believe that the experience of the parties and the states will benefit our ongoing review of interconnection.

G. Just, Reasonable, and Nondiscriminatory Rates, Terms, and Conditions of Interconnection

1. Background

213. Section 251(c)(2)(D) requires that incumbent LECs provide interconnection "on rates, terms, and conditions that are just, reasonable, and nondiscriminatory."[451] In the NPRM,

[449] AT&T comments in CC Docket No. 95-185 at 6 n.6 (Mar. 4, 1996).

[450] *See, e.g.*, Bell Atlantic comments at 20-21; BellSouth reply at 23; NYNEX comments at 65; Lincoln Tel. comments at 5.

[451] 47 U.S.C. §§ 251(c)(2)(D), 251(c)(3).

Federal Communications Commission DA 02-1731

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of	)	
	)	
In the Matter of Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration	)	CC Docket No. 00-218
	)	
In the Matter of Petition of Cox Virginia Telcom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon-Virginia, Inc. and for Arbitration	)	CC Docket No. 00-249
	)	
In the Matter of Petition of AT&T Communications of Virginia Inc., Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia Corporation Commission Regarding Interconnection Disputes With Verizon Virginia Inc.	)	CC Docket No. 00-251

MEMORANDUM OPINION AND ORDER

Adopted: July 17, 2002 **Released: July 17, 2002**

By the Chief, Wireline Competition Bureau:

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that petitioners' language more closely conforms to the Commission's current rules governing points of interconnection and reciprocal compensation than do Verizon's proposals. Because we adopt the petitioners' proposals, rather than Verizon's, we also determine that WorldCom's motion and Cox's objection are moot with respect to Issue I-1.

52. Under the Commission's rules, competitive LECs may request interconnection at any technically feasible point.[117] This includes the right to request a single point of interconnection in a LATA.[118] The Commission's rules implementing the reciprocal compensation provisions in section 252(d)(2)(A) prevent any LEC from assessing charges on another telecommunications carrier for telecommunications traffic subject to reciprocal compensation that originates on the LEC's network.[119] Furthermore, under these rules, to the extent an incumbent LEC delivers to the point of interconnection its own originating traffic that is subject to reciprocal compensation, the incumbent LEC is required to bear financial responsibility for that traffic. The interplay of these rules has raised questions about whether they lead to the deployment of inefficient or duplicative networks.[120] The Commission is currently examining the interplay of these rules in a pending rulemaking proceeding.[121] As the Commission recognized in that proceeding, incumbent LECs and competitive LECs have taken opposing views regarding application of the rules governing interconnection and reciprocal compensation.[122]

53. We find that the petitioners' proposed language more closely conforms to our existing rules and precedent than do Verizon's proposals.[123] Verizon's interconnection proposals

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[117] *See* 47 U.S.C. § 251(c)(2); 47 C.F.R. § 51.305(a)(2).

[118] *See Developing a Unified Intercarrier Compensation Regime*, CC Docket No. 01-92, Notice of Proposed Rulemaking, 16 FCC Rcd 9610, 9634, 9650, paras. 72, 112 (2001) (*Intercarrier Compensation NPRM*); *SWBT Texas 271 Order*, 16 FCC Rcd at 18390, para. 78 n.174.

[119] *See* 47 C.F.R. § 51.703(b).

[120] *See Intercarrier Compensation NPRM*, 16 FCC Rcd at 9617, para. 14.

[121] *See id.*, 16 FCC Rcd at 9650-52, paras. 112-14.

[122] *See id.*, 16 FCC Rcd at 9650, para. 112.

[123] We note that the Commission declined to find that policies similar to GRIPs and VGRIPs violated the Act in the *Verizon Pennsylvania 271 Order*. *See Application of Verizon Pennsylvania Inc., Verizon Long Distance, Verizon Enterprise Solutions, Verizon Global Networks, Inc., and Verizon Select Services, Inc. for Authorization to Provide In-Region, InterLATA Services in Pennsylvania*, Memorandum Opinion and Order, 16 FCC Rcd 17419, 17474-75, para. 100 (2001) (*Verizon Pennsylvania 271 Order*). The Commission has not, however, required that all "new and unresolved interpretive disputes about the precise content of an incumbent LEC's obligations" be resolved in a Bell Operating Company's (BOC) favor in order for the BOC's section 271 application to be granted. *See Joint Application by SBC Communications Inc., Southwestern Bell Tel. Co., and Southwestern Bell Communications Services, Inc., d/b/a Southwestern Bell Long Distance for Provision of In-Region, InterLATA Services in Kansas and Oklahoma*, Memorandum Opinion and Order, 16 FCC Rcd 6237, 6246-47, para. 19 (2001) (*SWBT Kansas/Oklahoma 271 Order*). Thus, the *Verizon Pennsylvania 271 Order* is not determinative of the question we address here, which is whether Verizon's or petitioners' language is more consistent with the Act and our rules.

require competitive LECs to bear Verizon's costs of delivering its originating traffic to a point of interconnection beyond the Verizon-specified financial demarcation point, the IP. Specifically, under Verizon's proposed language, the competitive LEC's financial responsibility for the further transport of Verizon's traffic to the competitive LEC's point of interconnection and onto the competitive LEC's network would begin at the Verizon-designated competitive LEC IP, rather than the point of interconnection.[124] By contrast, under the petitioners' proposals, each party would bear the cost of delivering its originating traffic to the point of interconnection designated by the competitive LEC. The petitioners' proposals, therefore, are more consistent with the Commission's rules for section 251(b)(5) traffic, which prohibit any LEC from charging any other carrier for traffic originating on that LEC's network; they are also more consistent with the right of competitive LECs to interconnect at any technically feasible point.[125] Accordingly, we adopt the petitioners' proposals.

54. Verizon raises serious concerns about the apportionment of costs caused by a competitive LEC's choice of points of interconnection, such as, for example, the apportionment of costs for virtual FX traffic transported to distant points of interconnection.[126] As we have noted, the Commission is currently examining similar concerns on an industry-wide basis in a pending rulemaking proceeding.[127] Should the Commission's rules governing interconnection and reciprocal compensation change during that proceeding, we expect the agreements' change of law provisions to apply. As we indicate above, however, in this proceeding, we will decide the issues presented based on the Commission's existing rules, and the petitioners' interconnection proposals more closely conform to those rules than do Verizon's proposals.

c. Additional Interconnection Language (Issues VII-1 and VII-3)

(i) Positions of the Parties

55. The arguments raised by Verizon under Issues VII-1 and VII-3 overlap considerably with the questions addressed above under Issue I-1, and relate to the same sections of proposed language. While we thus discuss most of these arguments above, we discuss in this section a number of other specific criticisms raised by Verizon relating to AT&T's proposed Section 4. Specifically, Verizon contends:

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[124] *See* Verizon Network Architecture Brief at 6. Verizon states that a competitive LEC could discharge that financial responsibility, for example, by purchasing UNE transport from Verizon. *See id.* at 6.

[125] 47 C.F.R. § 51.703(b).

[126] For a more extensive discussion of Verizon's concerns regarding virtual FX traffic, *see infra*, Issue I-6.

[127] *See Intercarrier Compensation NPRM* at 9634-38, 9650-52, paras. 69-77, 112-15.

Commission.[193] Also, Verizon may advocate alternative payment regimes before the Commission in the pending *Intercarrier Compensation Rulemaking* docket.[194]

70. Moreover, although Verizon complains that it should not be forced to buy transport from petitioners, we note that this is not the only method that Verizon uses to deliver its traffic to them. Cox presented evidence showing that, under its current agreement with Verizon, the parties interconnect and exchange a substantial amount of traffic through a mid-span meet, under which each party transports its own traffic up to the meet point.[195] Cox also states that it has agreed with Verizon to include mid-span meet interconnection provisions in the parties' new agreement, which will permit Verizon to continue to control its costs and engineer and provision its own facilities.[196] The Verizon witness did not dispute this testimony.[197] In Issue III-3, we decide the terms under which AT&T and WorldCom may establish mid-span meets with Verizon.[198]

71. Finally, although it is true that the statute permits competitive LECs to choose where they may deliver their traffic to the incumbent,[199] carriers do not always deliver originating traffic and receive terminating traffic at the same place.[200] The "single point of interconnection" rule benefits the competitive LEC by permitting it to interconnect for delivery of *its* traffic to the incumbent LEC network at a single point. It does not preclude the parties from agreeing that the incumbent may deliver its traffic to a different point or additional points that are more convenient for it. It appears from the record that AT&T and Cox have offered to negotiate such additional

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[193] *See id.* As we note in our discussion of Issue I-9, Verizon has presented no evidence that any of the petitioners are charging it unreasonable rates and, with respect to Cox, has admitted it would challenge any unreasonable rates.

[194] *Intercarrier Compensation Rulemaking*, 16 FCC Rcd 9610.

[195] *See* Tr. at 1022; 1260; Cox Ex. 2, at 13.

[196] *See* Cox Ex. 1, at 12, citing Cox Proposed Agreement to Verizon at § 4.4. Cox also demonstrated that it currently offers two interconnection points in the Norfolk LATA, which is one of two LATAs in Virginia where these carriers currently interconnect. *See* Tr. at 1252-53; *see also* Cox's November Proposed Agreement to Verizon at § 4.2.3.

[197] *See* Tr. at 1260.

[198] *See infra*, Issue III-3.

[199] 47 U.S.C. § 251(c)(2).

[200] The Commission's rules define "interconnection" as the "linking of two networks for the mutual exchange of traffic." 47 C.F.R. § 51.5. The parties' respective obligations to interconnect with each other, however, arise from different provisions of the Act. Incumbent LECs are required by section 251(c)(2) to permit any requesting telecommunications carrier to interconnect "for the transmission and routing of telephone exchange service and exchange access" with the incumbent's network "at any technically feasible point within the [incumbent] carrier's network." Non-incumbent carriers, on the other hand, are required by section 251(a)(1) "to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers."

points with Verizon.[201] WorldCom already permits Verizon to self-provision transport to WorldCom's facility.[202] To the extent that Verizon seeks prophylactically to "address future situations as well as other CLECs adopting this agreement,"[203] we do not think that is appropriate in this proceeding, particularly given the evidence presented, and thus decline to do so.

3. Issue I-3 (Reciprocal Collocation)

a. Introduction

72. Section 251(c)(6) of the Act requires incumbent LECs to permit the collocation of equipment at the incumbent's premises.[204] Verizon seeks the reciprocal right to collocate equipment at the premises of AT&T, Cox, and WorldCom, so that it can reduce its costs of transporting traffic to their networks.[205] The petitioners oppose this request. We reject Verizon's proposal.

b. Positions of the Parties

73. The petitioners assert that the Commission lacks authority to compel them to offer collocation to Verizon.[206] They argue that the Commission's rules forbid state commissions from imposing incumbent LEC obligations on competitive LECs,[207] and that several state commissions have held that competitive LECs cannot be required to offer collocation.[208] They claim that Congress distinguished between incumbent LECs and competitive LECs in enacting the

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[201] For example, AT&T's contract permits the parties to mutually agree to points where Verizon may interconnect with AT&T for delivery of its traffic, in addition to AT&T's switch. *See* AT&T's November Proposed Agreement to Verizon, Sch. 4, Part A, § 1.3, Part B § 2; *see also* AT&T Ex. 3 (Direct Testimony of D. Talbott & J. Schell, Jr.), at 139. Cox's witness testified that, in Virginia, Cox is willing to accept Verizon traffic from Verizon facilities within four miles from the Cox switch. *See* Tr. at 1021-23; *see also* Cox's November Proposed Agreement to Verizon at § 4.3.4. Verizon's witness agreed that was a reasonable distance. Tr. at 1259. In this regard we note that both parties have a duty to negotiate in good faith the terms and conditions of interconnection agreements. 47 U.S.C. § 251(c)(1).

[202] *See* WorldCom Reply at 19.

[203] *See* Tr. at 1261-62.

[204] 47 U.S.C. § 251(c)(6).

[205] Verizon's November Proposed Agreement to AT&T, §§ 4.2.2.3, 13.5; Verizon's November Proposed Agreement to Cox, §§ 4.3.4 (to the extent it addresses collocation), 4.3.5, 13.10; Verizon's November Proposed Agreement to WorldCom, Part C, Interconnection Attach., §§ 2.1.3.3-2.1.3.4. *See also* Tr. at 1265-66 (testimony of Verizon witness Albert).

[206] AT&T Brief at 31; Cox Brief at 20; WorldCom Brief at 20.

[207] Cox Brief at 20-21, citing 47 C.F.R. § 51.223(a).

[208] *See, e.g.*, AT&T Brief at 33; Cox Brief at 21.

Before the
Federal Communications Commission
Washington, D.C. 20554

CC Docket No. 94-102

In the Matter of

Revision of the Commission's rules to ensure compatibility with enhanced 911 emergency calling systems	RM-8143

NOTICE OF PROPOSED RULE MAKING

Adopted: September 19, 1994; Released: October 19, 1994

By the Commission:

Comment Date: January 9, 1995
Reply Comment Date: February 8, 1995

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I. INTRODUCTION

1. In this proceeding, the Commission proposes to amend its regulations to address issues raised by the provision of 911 and enhanced 911 services through certain telecommunications technologies. The primary objective of this proceeding is to ensure broad availability of 911 and enhanced 911 services to users of the public switched telephone network (PSTN) whose health and safety may depend on 911 emergency services systems. Toward this end, we intend to ensure that the effective operation of 911 services is not compromised by new developments in telecommunications. First, we address a petition filed by the Adcomm Engineering Company ("Adcomm") to amend Part 68 of the rules by proposing technical performance requirements that ensure the compatibility of private branch exchanges (PBXs) with enhanced 911 emergency services.[1] In this *Notice of Proposed Rulemaking*, we seek comment on proposals for ensuring the compatibility of private branch exchanges (PBXs) and other dispersed private telephone systems with enhanced 911 emergency services.

[1] Comments were filed by Associated Public-Safety Communications Officers, Inc. (APCO), Bell Atlantic, BellSouth, GTE, South Carolina Budget and Control Board, and the Telecommunications Industry Association (TIA), and reply comments were filed by Adcomm and the North American Telecommunications Association (NATA).

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2. Second, we propose to adopt rules that would require wireless services, in particular commercial mobile radio services (CMRS)[2] that provide real time voice services, to include features that will make enhanced 911 services available to mobile radio callers. These features include Station Number Identification (SNI), Automatic Location Information (ALI), Selective Routing (SR), and other features for 911 calls provided over wireless mobile units. This action responds to a Petition for Reconsideration filed by the Texas Advisory Commission on State Emergency Communications (TX-ACSEC) under the Office of the Attorney General for the state of Texas.[3] It also responds to the issues raised in the Emergency Access Position Paper filed recently by the Associated Public Safety Communications Officials-International, Inc. (APCO), the National Emergency Number Association (NENA), the National Association of State Nine One One Administrators (NASNA), and the Personal Communications Industry Association (PCIA).[4]

II. BACKGROUND

3. Since AT&T's announcement in 1965 that the digits 9-1-1 would be made available nationally as an emergency telephone number, the use of 911 for emergency purposes has become widespread. The Commission's Network Reliability Council, in performing a special study of the reliability of 911 services, found that "the American public depends on 911 services in its emergencies."[5] The Council found that 89 percent of the wireline access lines in the United States are served by some form of 911 service and that the service is increasingly engineered to provide a high level of reliability.[6] Currently, about 260,000 calls nationwide are placed to 911 every day.

4. 911 emergency services enable telephone users to receive, and state and local governments to provide, fast response to emergency situations. The ability to dial 911 offers several advantages to users. First, it is a single, nationally used three-digit number that is easy to remember and dial in emergency situations. This provides callers, including children, with easy access to emergency services in areas where the telephone number for the various emergency service providers is not readily known. Second, because 911 calls are sent to Public Safety Answering Points (PSAPs) over dedicated telephone lines, these calls are recognized and answered as emergency calls by professionals trained to assist callers in need of emergency assistance. Third, the use of 911 shortens the response time to requests for assistance because PSAP professionals have ready access to police, fire, and health emergency response service providers.

5. There are different levels of 911 services available, depending on the location. Basic 911 service is a forwarding arrangement in which calls dialed to the 911 telephone number are translated at a telephone company switch and are transmitted to a public safety agency for response. Most emergency systems, however, have enhanced this service.

6. Enhanced 911 systems help emergency services personnel achieve the shortest possible emergency response time by using Automatic Number Identification (ANI)[7] to route an emergency call to the PSAP nearest the caller's location. At a minimum, enhanced 911 service provides the PSAP with the ANI of the calling party, permitting the PSAP to call back in the event the call is disconnected. A fully enhanced 911 system not only displays the ANI, but also permits an attendant at the PSAP to identify the calling party's address through the use of an external Automatic Location Identification (ALI) database. The ALI feature also permits selective routing (SR) of the call to the appropriate PSAP for the identified location and displays the public safety agencies (fire, police and emergency medical services) covering that location on the PSAP terminal.[8] A fully enhanced 911 system may also provide the PSAP with other information, including the name of the subscriber, city, zip code, telephone number, date, time of day, and the class of telephone service (business, residential, etc.).[9] Approximately 85% of 911 services include some form of enhanced 911 service.

7. Congress created the Federal Communications Commission "for the purpose [among others] of promoting safety of life and property through the use of wire and radio communication ...."[10] This Commission has jurisdiction to license the electromagnetic spectrum, and also to regulate "instrumentalities, facilities [and] apparatus" through which wire and radio services are provided.[11] It is difficult to identify a nationwide wire or radio communication service more immediately associated with promoting safety of life and property than 911. We believe that broad

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[2] CMRS is defined as "any mobile service... that is provided for profit and makes interconnected service available (A) to the public or (B) to such classes of eligible users as to be effectively available to a substantial portion of the public...." The term "interconnected service" means "service that is interconnected with the public switched network...." Omnibus Budget Reconciliation Act of 1993, Pub.L. No. 103-66, Title VI, §§6002(b)(3)(B), 107 Stat 312, 392(1992).

[3] The Petition for Reconsideration was filed in response to Amendment of the Commission's Rules to Establish New Personal Communications Services, GEN Docket No. 90-314, September 23, 1993, 8 FCC Rcd 7700 (1993)(*Second Report and Order*). Because this inquiry is broader than the proposals made in the TX-ACSEC petition, we are initiating this separate proceeding.

[4] This paper was filed on July 5, 1994, as an *ex parte* comment to GEN Docket No. 90-314. It is attached at Appendix D.

[5] *Network Reliability: A Report to the Nation*, National Engineering Consortium, June, 1993 at Section F, page 1.

[6] Wireline carriers and 911 service providers may employ diverse routing of interoffice facilities, multiple 911 tandem switch architectures, alternate public safety answering positions (PSAPs), special marking of 911 equipment, back-up power sources for PSAP facilities and diverse links for automatic line identification database access to ensure 911 service is reliable.

[7] The use of the term "automatic number identification" or "ANI" in this NPRM is not intended as a reference to billing number presentation provided as part of Feature Group B or D local exchange services. Although the number presented to a PSAP on a wireline call is often derived from Feature Group B or D services, the number presented to a PSAP on a wireless call may be generated by several other means. Thus, the term ANI merely identifies a number associated with the caller and used to reference the caller's location. The term does not reflect a specific service or technology.

[8] Selective routing is not needed in all areas. This feature is useful when telephone exchange boundaries extend into two or more PSAP jurisdictions.

[9] A list of the 911 call features currently available to many emergency call taking organizations, listed in order of importance as defined by NENA/APCO leadership, is shown in Appendix B.

[10] 47 U.S.C. §151.

[11] 47 U.S.C. §151, §153(a), (b), Titles II and III.

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Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matters of	)	
	)	
IP-Enabled Services	)	WC Docket No. 04-36
	)	
E911 Requirements for IP-Enabled Service Providers	)	WC Docket No. 05-196
	)	

FIRST REPORT AND ORDER AND NOTICE OF PROPOSED RULEMAKING

Adopted: May 19, 2005 **Released: June 3, 2005**

Comment Date: [45 days after publication in the Federal Register]
Reply Comment Date: [75 days after publication in the Federal Register]

By the Commission: Chairman Martin, and Commissioners Abernathy, Copps and Adelstein issuing separate statements.

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APPENDIX A – LIST OF COMMENTERS
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APPENDIX C – REGULATORY FLEXIBILITY ANALYSES

solutions.[174] What role would be most productive for the Commission to play in facilitating the adoption of one or more of these possible solutions, or facilitating some other solution, to automatically identify a VoIP service customer's location? Are any of these solutions more promising than others? Are there any reasons why certain of these solutions are unworkable? What other solutions could be used to provide location information automatically in the VoIP service context? Should the Commission require all terminal adapters or other equipment used in the provision of interconnected VoIP service sold as of June 1, 2006 to be capable of providing location information automatically, whether embedded in other equipment or sold to customers as a separate device? Under what authority could the Commission take such actions?

58. We also seek comment on issues raised by our decision today to impose E911 service obligations on providers of interconnected VoIP services. The scope of today's Order is limited to providers of interconnected VoIP services. We seek comment on whether the Commission should extend these obligations, or similar obligations, to providers of other VoIP services that are not covered by the rules adopted today. For instance, what E911 obligations, if any, should apply to VoIP services that are not fully interconnected to the PSTN? Specifically, should E911 obligations apply to VoIP services that enable users to terminate calls to the PSTN but do not permit users to receive calls that originate on the PSTN? Should E911 obligations apply to the converse situation in which a VoIP service enables users to receive calls from the PSTN but does not permit the user to make calls terminating to the PSTN?[175] We tentatively conclude that a provider of a VoIP service offering that permits users generally to receive calls that originate on the PSTN and separately makes available a different offering that permits users generally to terminate calls to the PSTN should be subject to the rules we adopt in today's Order if a user can combine those separate offerings or can use them simultaneously or in immediate succession. Are there any other services upon which the Commission should impose E911 obligations, including any IP-based voice services that do not require a broadband connection?

59. Does the Commission need to adopt regulations in addition to those imposed by today's Order to ensure that interconnected VoIP service customers obtain the required level of E911 services? It is our expectation that end-user updates of Registered Location information will take place immediately. If this is not feasible, what performance standards should the Commission adopt regarding the length of time between when an end user updates Registered Location information and when the service provider takes the actions necessary to enable E911 from that new location? How should such requirements be structured? How should providers of interconnected VoIP service satisfy the requirements we adopt today in cases in which a subscriber's Registered Location is not associated with a street address? What requirements, if any, should we impose on providers of interconnected VoIP service in geographic areas served by PSAPs that are not connected to a Selective Router? How should the use of wireless broadband connections such as Wi-Fi or WiMax impact the applicability of the obligations we adopt today? Would providers of wireless interconnected VoIP service be more appropriately subject to our existing 911/E911 rules for CMRS? Should the Commission require VoIP service providers to create redundant systems for providing E911 services, such as requiring redundant trunks to each Selective Router and/or requiring that multiple Selective Routers be able to route calls to each PSAP? We also seek comment on whether the Commission should impose additional or more restrictive customer notification requirements relating to E911 on VoIP providers, and on the sufficiency of our customer acknowledgement requirements.

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[174] *See* Intrado Apr. 19, 2005 *Ex Parte* Letter, Attach. at 14.

[175] *See supra* para. 24.

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matters of	)	
	)	
Appropriate Framework for Broadband Access to the Internet over Wireline Facilities	)	CC Docket No. 02-33
	)	
Universal Service Obligations of Broadband Providers	)	
	)	
Review of Regulatory Requirements for Incumbent LEC Broadband Telecommunications Services	)	CC Docket No. 01-337
	)	
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	)	
Conditional Petition of the Verizon Telephone Companies for Forbearance Under 47 U.S.C. § 160(c) with Regard to Broadband Services Provided Via Fiber to the Premises; Petition of the Verizon Telephone Companies for Declaratory Ruling or, Alternatively, for Interim Waiver with Regard to Broadband Services Provided Via Fiber to the Premises	)	WC Docket No. 04-242
	)	
Consumer Protection in the Broadband Era	)	WC Docket No. 05-271

REPORT AND ORDER
AND
NOTICE OF PROPOSED RULEMAKING

Adopted: August 5, 2005 **Released: September 23, 2005**

Comment Date: (90 Days After Federal Register Publication of this Notice)
Reply Comment Date: (135 Days After Federal Register Publication of this Notice)

By the Commission: Chairman Martin and Commissioner Abernathy issuing separate statements; Commissioners Copps and Adelstein concurring and issuing separate statements.

associated with the transmission component of their wireline broadband Internet access service as of the effective date of this Order for an additional 270-day period for purposes of contributing to the TRS fund for that same 270-day period.[390]

D. NANPA Funding

125. Pursuant to this same interim authority,[391] we require facilities-based wireline broadband Internet access service providers to continue to contribute to the cost of numbering administration through the NANPA funding mechanism established by the Commission pursuant to section 251(e) of the Act for the same 270-day period. We take this action to ensure that the funding for this critical function does not immediately decrease while the Commission examines what, if any funding related obligations should apply to facilities-based broadband Internet access service providers.[392] Section 251(e)(2) requires that "[t]he cost of establishing telecommunications numbering administration arrangements . . . be borne by all telecommunications carriers on a competitively neutral basis as determined by the Commission."[393] In carrying out this statutory directive, the Commission adopted section 52.17 of its rules, which requires, among other things, that all telecommunications carriers contribute toward the costs of numbering administration on the basis of their end-user telecommunications revenues for the prior calendar year.[394]

E. Obligations of Incumbent LECs Under Section 251

126. As noted, the *Wireline Broadband NPRM* sought comment on the relationship between a competitive LEC's rights under section 251 and the Commission's tentative conclusion that wireline broadband Internet access service is an information service with a telecommunications input.[395] Several competitive LECs, and one BOC, argue that regardless of how the Commission classifies wireline

(continued from previous page)

[389] The Commission requires telecommunications providers to submit financial information on Telecommunications Reporting Worksheets (FCC Form 499-A) to enable the Commission to determine and collect certain statutorily mandated assessments. In 1999, to streamline the administration of multiple federal funding programs and to ease the burden on regulatees, the Commission consolidated the information filing requirements for multiple telecommunications regulatory programs into the annual Telecommunications Reporting Worksheet. *See 1998 Biennial Regulatory Review – Streamlined Contributor Reporting Requirements Associated with Administration of Telecommunications Relay Services, North American Numbering Plan, Local Number Portability, and Universal Service Support Mechanisms*, CC Docket No. 98-171, Report and Order, 14 FCC Rcd 16602 (1999) (*Contributor Reporting Requirements Order*). The next year the Commission revised the Telecommunications Reporting Worksheet slightly to collect the additional information necessary to achieve its goal of establishing a central repository for interstate telecommunications providers by the least provider-burdensome method. *Implementation of the Subscriber Carrier Selection Provisions of the Telecommunications Act of 1996*, CC Docket No. 94-129, Third Report and Order and Second Order on Reconsideration, 15 FCC Rcd 15996, 16026, para. 63 (2000) (*Carrier Selection Order*). NECA, as the TRS Administrator, uses the prior year's revenue information provided on the Telecommunications Reporting Worksheet to determine amounts owed for the TRS. *See* 47 C.F.R. § 64.604(c).

[390] Our authority to take this interim action to preserve the *status quo* mirrors the authority upon which we require continued contribution for USF funding. *See supra* note 359.

[391] *See id.*

[392] 47 U.S.C. § 251(e).

[393] 47 U.S.C. § 251(e)(2).

[394] 47 C.F.R. § 52.17(a).

[395] *Wireline Broadband NPRM*, 17 FCC Rcd at 3047, para. 61.

broadband Internet access service, including its transmission component, competitive LECs should still be able to purchase UNEs, including UNE loops to provide stand-alone DSL telecommunications service, pursuant to section 251(c)(3) of the Act.[396] We agree.

127. Section 251(c)(3) and the Commission's rules look at what use a competitive LEC will make of a particular network element when obtaining that element pursuant to section 251(c)(3); the use to which the incumbent LEC puts the facility is not dispositive.[397] In this manner, even if an incumbent LEC is only providing an information service over a facility, we look to see whether the requesting carrier intends to provide a telecommunications service over that facility.[398] Thus, competitive LECs will continue to have the same access to UNEs, including DS0s and DS1s, to which they are otherwise entitled under our rules, regardless of the statutory classification of service the incumbent LECs provide over those facilities. So long as a competitive LEC is offering an "eligible" telecommunications service – *i.e.*, not exclusively long distance or mobile wireless services – it may obtain that element as a UNE.[399] Accordingly, nothing in this Order changes a requesting telecommunications carriers' UNE rights under section 251 and our implementing rules.[400]

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[396] *See* Covad Comments at 84; MCI Comments at 73-76; Letter from Andrew D. Lipman, Richard M. Rindler, & Patrick J. Donovan, Counsel for McLeodUSA, to Chairman Kevin J. Martin, FCC, CC Docket No. 02-33, at 1-2 (filed Aug. 3, 2005) (McLeodUSA Aug. 3, 2005 *Ex Parte* Letter); Letter from Jason Oxman, Senior Vice President, Legal Affairs, CompTel/ALTS, to Marlene H. Dortch, Secretary, FCC, at 2 (filed July 12, 2005) (CompTel/ALTS July 12, 2005 *Ex Parte* Letter); *see also* Qwest Apr. 10, 2003 *Ex Parte* Letter, Attach. at 3 ("CLEC access to UNEs not at risk in this proceeding").

[397] A "network element" is an element that is "capable of being used by a requesting carrier in the provision of a telecommunications service," regardless of whether the element is "actually used by the incumbent LEC in the provision of a telecommunications service." *Triennial Review Order*, 18 FCC Rcd at 17020, para. 59 (emphasis omitted).

[398] In any event, section 251(h) of the Act defines incumbent LECs for purposes of section 251 of the Act, and nothing in this Order has any effect on such definition or the obligations associated therewith. 47 U.S.C. § 251(h); *cf. WorldCom v. FCC*, 246 F.3d. 690, 695 (D.C. Cir. 2001) ("[W]e find no error in the Commission's conclusion that it can apply the § 251(c) duties to a firm that met the § 251(h) criteria on February 8, 1996 and is still providing 'exchange access' or 'telephone exchange service.'") (emphasis omitted). An incumbent LEC's obligations under section 251(c) will remain until the incumbent LEC is either determined not to be an incumbent LEC under section 251(h), or the Commission forbears from section 251 obligations; we have not done either to date.

[399] *See, e.g.*, 47 C.F.R. § 51.309(b), (d) (allowing a requesting carrier to provide any telecommunications services over a UNE, provided that the UNE is not used exclusively for the provision of mobile wireless services or interexchange services); *USTA II*, 359 F.3d at 592 (affirming the need to analyze the services that a competing carrier seeks to provide using UNEs); *Triennial Review Remand Order*, 20 FCC Rcd at 2551-58, paras. 34-40 (evaluating the need for competitive LECs to obtain UNEs based on the services the competitive LECs seek to offer); *see also Triennial Review Order*, 18 FCC Rcd at 17350-66, paras. 590-619 (establishing criteria to limit access to enhanced extended links (EELs) to eligible services), *aff'd USTA II*, 359 F.3d at 592-93; McLeodUSA Aug. 3, 2005 *Ex Parte* Letter at 1 (stating that competitive LECs must continue to have access to UNEs regardless of the statutory classification of wireline broadband Internet access service).

[400] Similarly, our classification determinations in this Order have no effect whatsoever on the section 251 interconnection obligations of incumbent LECs or on competitive LECs' rights to obtain such interconnection. *See* 47 U.S.C. § 251(c)(2).

4901:1-7-06 Interconnection.

The term interconnection as used in this chapter refers to the facilities and equipment physically linking two networks for the mutual exchange of traffic.

(A) General interconnection standards

(1) Each telephone company has the duty to interconnect directly or indirectly with the facilities and equipment of other telephone companies.

(2) Each telephone company shall make available interconnection to other telephone companies for the mutual exchange of traffic upon receipt of a request for interconnection, unless the commission orders a waiver of this requirement.

(3) All telephone companies shall have the duty to negotiate in good faith the terms and conditions of the interconnection agreement.

(4) Each incumbent local exchange carrier (ILEC) shall provide, for the facilities and equipment of any requesting telephone company, interconnection with the ILEC's network, for the transmission and routing of telephone exchange traffic, exchange access traffic, or both. Also, a telephone company requesting interconnection solely for the purpose of originating or terminating its interexchange traffic, not for the provision of telephone exchange service and exchange access to others, on an ILEC's network is not entitled to receive interconnection pursuant to 47 U.S.C. 251(c)(2), as effective in paragraph (A) of rule 4901:1-7-02 of the Administrative Code.

(5) Each ILEC shall provide interconnection to requesting telephone companies at any technically feasible point within its network, with quality at least equal to that provided by that ILEC to itself or to any subsidiary, affiliate, or any other party to which it provides interconnection pursuant to 47 C.F.R. 51.305, as effective in paragraph (A) of rule 4901:1-7-02 of the Administrative Code. Any telephone company requesting interconnection to the existing network may do so via feature group D-type interconnection or via a mutually agreed upon interconnection arrangement. Interconnecting carriers may use one-way trunks or two-way trunks to interconnect for traffic transport and termination if it is technically feasible. Technically feasible methods of obtaining interconnection or access to unbundled network elements include, but are not limited to: a) collocation at the premises of the ILEC; and b) meet point interconnection arrangements, pursuant to rule 4901:1-7-11 of the Administrative Code, 47 C.F.R. 51.321 and 51.323, as effective in paragraph (A) of rule 4901:1-7-02 of the Administrative Code. If a meet point arrangement is requested from the ILEC for the purpose of gaining access to unbundled network elements and/or for the purpose of exchanging traffic with the ILEC, each carrier is required to bear the network cost on its side of the point of interconnection in the meet point arrangement.

(6) Technically feasible points of interconnection within the ILEC's network shall include at a minimum:

(a) The line side of a local switch.

(b) The trunk side of a local switch.

(c) The trunk interconnection points for a tandem switch.

(d) Central office cross-connect points.

(e) Out-of-band signaling transfer points necessary to exchange traffic at these points and access call-related databases.

(f) The points of access to unbundled network elements as described in rule 4901:1-7-16 of the Administrative Code and 47 CFR 51.319, as effective in paragraph (A) of rule 4901:1-7-02 of the Administrative Code.

(7) Interconnection rates, terms, and conditions shall be established through negotiation between telephone companies upon receipt of a request for interconnection or through arbitration. Such arrangements shall be processed pursuant to rule 4901:1-7-07 of the Administrative Code.

(B) Basic requirements for request for interconnection A request for interconnection shall be in writing and shall detail the specifics of the request. A request for interconnection shall include at a minimum, as applicable, the following:

(1) The requested meet point(s) or, in the alternative, the requested point(s) of interconnection (e.g., the end office, tandem, etc.).

(2) The requested reciprocal compensation arrangement for transport and termination of traffic.

(3) A description of any required unbundled network elements and the requested method of access to the operation support system associated with these unbundled network elements.

(4) A list of the requested telecommunications services to be offered for resale by the providing telephone company, and required operational support systems associated with the resale of these telecommunications services.

(5) If transit traffic functionality is required, the requested method(s) of providing that functionality at each requested point of interconnection.

(6) A list including names, phone numbers, e-mail, and areas of responsibility of the requesting carrier's contact persons for the negotiation process.

Effective: 11/30/2007

R.C. 119.032 review dates: 11/30/2012

Promulgated Under: 111.15

Statutory Authority: 4901.13

Rule Amplifies: 4901.13

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: n/a

PARTY: Staff

DESCRIPTION: Composite of Responses to Staff's Interrogatories from Embarq

a.	Embarq's Responses to Staff's First Set of Interrogatories (1-12)	001
b.	Embarq's Responses to Staff's Second Set of Interrogatories (13-25)	011
c.	Embarq's Responses to Staff's Third Set of Interrogatories (26-38)	017

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP EXHIBIT 5
COMPANY FL PSC Staff
WITNESS Composite of Responses to Staff's Interrogatories
DATE 07/09/08
STIP-5

PROFFERING PARTY: Staff

I.D. # STIP-5

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intrado Communications, Inc. for arbitration of certain rates, terms, and conditions for interconnection and related arrangements with Embarq Florida, Inc., pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Section 364.162, F.S.	DOCKET NO. 070699-TP DATED: MAY 30, 2008

EMBARQ'S RESPONSES TO STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1-12) AND FIRST REQUEST FOR PRODUCTION OF DOCUMENTS (NOS. 1-8)

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340, 1.370, and 1.280(b), Florida Rules of Civil Procedure, by and through undersigned counsel, Embarq Florida, Incorporated (hereinafter "Embarq") hereby submits the following Responses to Staff's First Set of Interrogatories and First Request for Production of Documents, which were served on Embarq on May 8, 2008.

Interrogatory	Prepared by	Title
1-7	James M. Maples	Regulatory Manager
8-10	Edward "Ted" C. Hart	Sr. Mgr. Business Strategy & Policy Wholesale Markets
11a-11b	James M. Maples	Regulatory Manager
11c-11f	Kathryn L. Feeney	Manager Contracts Negotiation Wholesale Markets
12	James M. Maples	Regulatory Manager

000001

INTERROGATORIES

1. **Has the FCC made any final decisions regarding the classification of the 911 Network? If so, identify the specific documents, including specific page(s) and/or paragraph(s) numbers where applicable.**

Response: By classification, I interpret the question as asking whether or not the FCC has determined if the 911 Network is telecommunications or information or some other form of regulatory classification. The FCC defined the 911 Network in the VoIP 911 proceeding (see Maples Direct, page 10 at line 16) which was formally codified in the Code of Federal Regulations Title 47 at §9.3 and defined the 911 Network as separate from the PSTN. The FCC decision regarding universal service funding (see Maples Direct, page 27 at line 22) determined that the 911 Network included information components and telecommunications components. The FCC stated that "we support the telecommunications network components necessary for access to 911 service and access to E911 service, but not the underlying services, which combine telecommunications service and the operation of the PSAP and, in the case of E911 service, a centralized database containing information identifying approximate end user locations." I find the underlined quote interesting in that while the FCC recognized there were telecommunications network components involved, they did not declare the bundled service that is offered to PSAPs as telecommunications. The NG-911 network will deliver services to the PSAPs in IP and will include many additional multimedia capabilities. The NG-911 network will therefore be delivering IP-enabled services that the FCC has not classified.

2. **For the following questions, please refer to the specific portion of Embarq witness Maples' direct testimony identified at the beginning of each question.**

   a. **Please refer to page 4, line 9-12. Please identify the FCC document that defines the Wireline 911 Network as being separate from, but connected to, the Public Switched Telephone Network.**

   Response: The document is identified at page 9 at line 22 of my Direct Testimony. It is the Code of Federal Regulations, Title 47 §9.3.

   b. **Please refer to page 5, lines 21-24.**

      (1) **Are there other Wireline 911 Network service providers in Embarq's Florida territory that offer services similar to Intrado (i.e., Wireline 911 Network Services for PSAPs)? If so, please identify the companies.**

      Response: The only entity that we know of currently is A. K. Krauss and Associates. There are CPE providers but I do not interpret that to be the intent of the question.

      (2) **Please explain what preferential treatment Intrado has demanded.**

      Response: The comment is regarding the scenarios depicted in Exhibits JMM-4, JMM-5, and JMM-6. As described in my Direct Testimony, Embarq connects

with other Wireline E911 Carriers per commercial arrangements for these scenarios. The negotiations of these commercial contracts are not "regulated", that is, there are no regulations specifically outlining what one carrier has to offer to the other or how it has to be offered. Embarq has agreed to negotiate in this manner with Intrado, treating it just as it does other Wireline E911 Carriers. Intrado seeks to be treated differently by demanding that Embarq negotiate these arrangements via section 251(c) of the Act and use these regulations that are applicable only to ILECs to force terms and conditions on Embarq. For example, Intrado seeks to force Embarq to establish interconnection arrangements that it is not required to (establish POIs on Intrado's network) and mandate how Embarq manages its network on its side of the POI (class marking or line attribute issue).

c. **Please refer to page 6, lines 21-23. Please explain the appropriate course of action a party seeking a peering arrangement with Embarq could undertake if negotiations fail.**

Response: If the parties were unable to reach agreement in a peering arrangement either could ultimately file a complaint with the Commission for resolution. Embarq has not taken the position that the Commission cannot resolve such disputes. Embarq's issue is over the rules under which that dispute would be resolved. I find it hard to believe that the parties could not reach agreement over the terms and conditions of a peering arrangement since the parties respective PSAPs will likely have requested the ability to transfer calls between them.

d. **Please refer to page 7, lines 8-14.**

(1) **When Embarq is the provider of the Wireline 911 Network, would it consider itself to be a monopoly provider of the service? If not, why not?**

Response: The term "monopoly" was used in the Direct Testimony to define a single provider type arrangement where all voice carriers must secure access to the PSAP through the entity that has the contract with the PSAP to provide the selective routing and database services. The term "monopoly" was not used in the pure economic sense. Embarq would have the same type of arrangement, just as Intrado would, if Embarq were the Wireline E911 Network provider.

(2) **Please explain how Intrado would strengthen its monopoly position by extending 251(c) ILEC obligation to situations when it is the Wireline 911 Network's provider.**

Response: Intrado has the advantage in any negotiation when it is the Wireline E911 Network provider since all voice providers must access the PSAP through them. Inappropriately adding section 251(c) regulations only when the negotiations are between Embarq and Intrado would give Intrado increased bargaining power beyond that which it has as the single provider, thus strengthening its position. Intrado would not be able to do this with wireless carriers, CLECs, VoIP providers or any other provider of voice services that is not

an ILEC. There is no reason in this instance to treat Embarq any different from these providers. The NG-911 network will deliver services to the PSAPs in IP and will include many additional multimedia capabilities. The NG-911 network will therefore be delivering IP-enabled services that the FCC has not classified.

(3) Please explain why it is inappropriate and bad public policy for the Commission to rule as Intrado suggests.

Response: Please see my response immediately above regarding the uneven bargaining power that Intrado would have if section 251(c) regulations were ordered in situations where Intrado is the Wireline E911 Network provider. If this were the case, Embarq would be treated differently than all of the other voice providers that had to seek access to that PSAP through Intrado. Furthermore, while the promise of the NG-911 network has not been fully realized the NG-911 network will deliver services to the PSAPs in IP and will include many additional multimedia capabilities. The NG-911 network will therefore be delivering IP-enabled services. It is inappropriate to extend section 251(c) obligations (interconnection and unbundling) directly to IP-enabled service providers.

e. Please refer to page 7, lines 19-22. Please identify Intrado's goal and the specific contradiction to the current state statutes governing the funding and provisioning of emergency services.

Response: The current state statutes [§365.172] allow carriers to file tariffs with the state for providing services to PSAPs such as ANI, ALI, and selective routing. Through its petition, Intrado attempted to invalidate these tariffs, claiming that these other carriers could not apply their tariffs when some other entity, such as Intrado, was contracted by the PSAP. These tariffs have been approved by the Commission and Embarq has a right to apply these tariffs under the terms and conditions included in the tariff. Even if Embarq does not provide selective routing to a PSAP, it does provide ANI and ALI records to the ALI database provider that is used by the PSAP, and Embarq should be allowed to apply its tariff accordingly.

f. Please refer to page 14, lines 3-17. Do you believe providers that offer only Wireline 911 Network services are required to be certificated as CLECs in Florida? Please explain your answer.

Response: An entity that seeks to interconnect with an ILEC such as Embarq under either section 251(a) or section 251(c) of the Act must be a telecommunications carrier. If the state of Florida requires all telecommunications providers to be certificated and it deems that Wireline E911 Network services are telecommunications services, then the entity that provides the service must be certificated.

g. Please refer to page 22, lines 8-13. What rates and charges does Embarq pay to Intrado when Intrado is the Wireline 911 Network Provider?

Response: Please see the response to that question on page 42 at line 25 of my Direct Testimony. Intrado has yet to provide Embarq any rate for any service that it expects

Embarq to order from Intrado. Embarq expects to pay selective router port charges and MSAG download charges when Intrado is the Wireline E911 Network provider, similar to what Embarq charges CLECs today. Embarq does not expect any other charges to apply.

h. Please refer to page 22, lines 22-24. For purposes of negotiating interconnection arrangements, does it matter whether Intrado provides service via NG-911 or 911 service as it exists today? Please explain your response.

Response: Yes it matters. The NG-911 network will be a broadband IP based network that essentially provides IP-enabled services. The classification of IP-enabled services is not established and therefore calls into question the ability to interconnect under section 251(c) of the act or secure access to unbundled network element for the provision of IP-enabled services. A voice call from the PSTN (Public Switched Telephone Network) to the NG-911 network would be an IP (Internet Protocol) to TDM (Time Division Multiplexing) call which has not been classified by the FCC. A voice call from a VoIP provider to the NG-911 network would be an IP to IP call, which has been classified as an information service. Furthermore the NG-911 network will enable multimedia 9-1-1 calls that include text, video or other forms of information. These facts definitely impact interconnection obligations pursuant to §251 of the Act since they are available only to telecommunications companies.

i. Please refer to page 35, line 5. Do providers of Wireline 911 Network Services compete for PSAP customers?

Response: Yes.

j. Please refer to page 36, line 19. Do you believe the provisioning of the Wireline 911 Network is "exclusively" providing an information service?

Response: Please see the response to question 1 regarding the regulatory classification of the 911 Network. A traditional Wireline E911 Network will have both telecommunications and information components. In that situation, the facility dedicated to the voice portion would be telecommunications and would therefore not be an information service. However, the separate facility used to connect the PSAP with the ALI database would be used exclusively for an information service. This analysis does not apply in the NG-911 arrangement since it is providing IP-enabled services, which I believe is predominately an information service.

k. Please refer to page 75, lines 2-4. Please identify all documents that support your statement that the concept of primary and secondary providers is very well established in the 911 industry, including specific page(s) and/or paragraph(s) numbers where applicable.

Response: The assertion was based on discussions with 911 industry veterans from across the country with respect to how Embarq has been operating for decades. It was not based on any specific documentation.

3.

a. **Why is Embarq proposing that Intrado maintain company codes and identifiers to interconnect and terminate 911/E911 traffic on its network?**

Response: Issue No. 9 has been resolved between the parties, therefore this question is no longer relevant.

b. **If Intrado is not required to maintain company codes and identifiers, what types of problems may arise?**

Response: Issue No. 9 has been resolved between the parties, therefore this question is no longer relevant.

c. **Is Embarq a member of National Emergency Number Association (NENA)?**

Response: Issue No. 9 has been resolved between the parties, therefore this question is no longer relevant.

d. **If the answer to (c) is affirmative, is Embarq bound by the standards and guidelines set forth by NENA?**

Response: Issue No. 9 has been resolved between the parties, therefore this question is no longer relevant.

4.

a. **Does Embarq Florida require any Intrado entity to maintain company identifiers and codes to interconnect and terminate traffic on Embarq's network?**

Response: Issue No. 9 has been resolved between the parties, therefore this question is no longer relevant.

b. **If the response to (a) is affirmative, please identify the Intrado entity.**

Response: Issue No. 9 has been resolved between the parties, therefore this question is no longer relevant.

c. **In the regular course of business, does Embarq require other carriers to maintain certain company codes and identifiers to interconnect and terminate traffic on Embarq Florida's network?**

Response: Issue No. 9 has been resolved between the parties, therefore this question is no longer relevant.

d. **If the response to (c) is affirmative, please explain why this is the case.**

Response: Issue No. 9 has been resolved between the parties, therefore this question is no longer relevant.

5.

a. **By way of clarification, is it Embarq's position that obligations to maintain company codes and identifiers to interconnect and terminate 911/E911 traffic arise under a section 251(a) commercial agreement?**

Response: Issue No. 9 has been resolved between the parties, therefore this question is no longer relevant.

b. **If the answer to (a) is negative, please clarify Embarq's position as to which statutory framework pertains to maintaining company codes and identifiers to interconnect and terminate 911/E911 traffic.**

Response: Issue No. 9 has been resolved between the parties, therefore this question is no longer relevant.

c. **Under what circumstances, if any, would Embarq be required to maintain company codes and identifiers pursuant to section 251(c)?**

Response: Issue No. 9 has been resolved between the parties, therefore this question is no longer relevant.

6. **For purposes of the following request, please refer to the direct testimony of Embarq witness Maples, Exhibit JMM-9, page 8, section 55.3.3.**

a. **Please explain how Intrado's proposed language would disadvantage Embarq.**

Response: Issue No. 9 has been resolved between the parties, therefore this question is no longer relevant.

b. **Please explain how Intrado would be advantaged by its proposed language?**

Response: Issue No. 9 has been resolved between the parties, therefore this question is no longer relevant.

7. **For purposes of the following request, please refer to Embarq's response to Intrado's petition for arbitration, attachment No. 3, pages 23-24, section 55.3.3.(a).**

Please explain how or why Intrado's proposed language would "police" the services that Embarq provides.

Response: Issue No. 9 has been resolved between the parties, therefore this question is no longer relevant.

8. **For purposes of the following request, please refer to the direct testimony of Embarq witness Edward Hart, page 7, lines 21-24.**

Please detail how twenty hours billed at an average rate of $100 - $150 would translate into a beginning audit fee of $20,000 - $30,000.

Response: That was an error in the testimony. Corrected testimony will be provided.

9. **If this commission requires use of a third-party auditor, as opposed to an in-house auditor, how should the auditor be selected?**

Response: Primary consideration should be given to a potential auditor's past experience and expertise. Parties would want to select an auditor who had experience with telecommunications billing and other telecommunications matters, a high level familiarity with the Telecommunications Act of 1996 and perhaps some familiarity with interconnection agreement issues. As matters that would be a subject of audit would primarily be focused on billing and invoicing issues, parties would want an auditor who possessed a familiarity with billing issues and the use of outside service providers in the event that a party's billing systems are largely effectuated or supplemented by the use of outsourced or independent billing companies.

10. **What are the advantages and disadvantages to utilizing third party auditors for handling interconnection billing disputes?**

Response: Advantages would include at a minimum a perception of objectivity. There would also be some shielding of the proprietary information and methods of operations among competitors in similar industries. Another advantage would be the workload reduction on the requesting party in that the requesting party's personnel would be freed up to perform other functions.

Disadvantages would include the added burden of both time and monetary resources necessarily devoted to managing the audit, including the screening and selection of qualified individuals or firms. Time would be required by representatives of the companies, as well as the audit firm, to screen, review and otherwise manage the information to be provided, bring the auditors up to speed on the disputed issue and company systems and processes, provide and explain the information to the auditors, and disseminate the data or other information to all parties. The addition of a third party auditor increases the cost of the audit substantially and likely by many times what could be accomplished by competent internal resources. 10% – 40% of the time associated with an audit performed by an independent firm consists of audit overhead not associated with audit fieldwork or reporting tasks. It is not necessary, nor cost beneficial, for every audit of either companies' bills or services to be performed by an independent third party. In most cases, company personnel could more effectively perform the requested audit as they are knowledgeable about their billing systems, how to extract data, and what data is relevant to the dispute. In the event that the internal audit does not resolve the issue, the parties would be free to engage outside resources to augment the audit. The parties are also free to invoke the Dispute Resolution provisions of the ICA if resolution cannot be reached by the audit.

11. **For purposes of the following request, please refer to the direct testimony of Embarq witness Maples, page 57, lines 12-21.**

a. **Please explain why the terms and conditions proposed by Intrado regarding the process for Embarq to order services from Intrado should not be included in a Section 251(c) agreement.**

Response: Embarq would order services from Intrado in those situations where Intrado is the Wireline E911 Network provider. (See Exhibits JMM-5 and JMM-6). My Direct Testimony on page 34, line 14 through page 35, line 14 describes the reasoning why the terms and conditions governing the scenarios depicted in Exhibits JMM-5 and JMM-6 should be included in a section 251(a) commercial agreement.

b. **Please explain why the terms and conditions proposed by Intrado regarding the process for Embarq to order services from Intrado should be included in a commercial agreement.**

Response: See response to question 11 a.

c. **Does Embarq have Section 251(c) ICAs with other carriers from which it orders services that include the terms and conditions for ordering services?**

Response: No.

d. **If the response to (c) is affirmative, please identify all such Florida agreements.**

Response: N/A

e. **Does Embarq have Section 251(a) ICAs with other carriers from which it orders services that include the terms and conditions for Embarq ordering services?**

Response: No.

f. **If the response to (e) is affirmative, please identify all such Florida agreements.**

Response: N/A

12. **For purposes of the following request, please refer to the direct testimony of Embarq witness Maples, page 57, lines 25 through page 58, lines 1-4.**

Please identify the ATIS industry standards that apply to ordering processes.

Response: The reference to ATIS standards was general in nature; however, ATIS does have standards for ordering access services (Access Service Request or ASR) or local services (Local Service Request or LSR), and it would be easier for Embarq to order services from Intrado if their ordering processes complied with these standards.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intrado Communications, Inc. for arbitration of certain rates, terms, and conditions for interconnection and related arrangements with Embarq Florida, Inc., pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Section 364.162, F.S.	DOCKET NO. 070699-TP DATED: June 9, 2008

EMBARQ'S RESPONSES TO STAFF'S SECOND SET OF INTERROGATORIES (NOS. 13-25) AND SECOND REQUEST FOR PRODUCTION OF DOCUMENTS (NOS. 9-17)

Pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340, 1.370, and 1.280(b), Florida Rules of Civil Procedure, by and through undersigned counsel, Embarq Florida, Incorporated (hereinafter "Embarq") hereby submits the following Responses to Staff's Second Set of Interrogatories and Second Request for Production of Documents, which were served on Embarq on May 19, 2008.

Interrogatory	Prepared by	Title
13-25	James M. Maples	Regulatory Manager

000011

ANSWERS TO INTERROGATORIES

13. **Please refer to page 47, line 24 through to page 48, line 2 of Embarq witness Maple's direct testimony. In this section, witness Maples asserts that Intrado has "stricken some of Embarq's standard terms and conditions . . . intended for carriers that actually provide local and long distance calling." In the next sentence, witness Maples states that "Intrado has done so even though Intrado's own price list shows that it does not provide local and long distance calling." If Intrado's price list shows that it does not provide local and long distance calling, is it necessary that language relating to local and long distance calling be in the interconnection agreement? Please explain your answer.**

Response: No, it is not necessary for the interconnection agreement to contain terms and conditions relating to local and long distance calling since Intrado's focus is on providing 911 services to PSAPs.

14. **Please refer to page 48, lines 2-7 of Embarq witness Maple's direct testimony. What is the significance of witness Maples' assertion that the standard terms offered by Embarq are "crafted to address how networks are actually designed and connected, it is true that some of them could be modified or waived to conform to some of the prior decisions of this Commission?" Please explain your answer.**

Response: When carriers actually connect to Embarq and exchange traffic the volume of traffic, economics, and engineering principles dictate how that is done, not regulatory principles. For example, if Embarq has multiple tandems in a LATA (see 55.2.1(a)) most carriers such as interexchange carriers, wireless carriers, and other ILECs will connect at each tandem rather than a single tandem. Embarq prefers direct interconnection arrangements rather than in-direct transit connections (see 55.2.1(c)) due to a variety of issues. It is common practice for carriers to establish direct end office trunking as volumes increase.

15. **Please refer to page 49, lines 6-20 of Embarq witness Maple's direct testimony. Please explain how an FCC decision regarding wireless access to the 911 wireline network applies when Intrado is not just attempting to access the 911 wireline network, but also plans to compete with Embarq for 911 customers (i.e., PSAPs).**

Response: The question that is being addressed is, "Where is the Point of Interconnection (POI) between the Wireline E911 Network and interconnecting carriers that must access the Wireline E911 Network?" The FCC order establishes a principle that can be applied for all interconnections with the Wireline E911 Network, regardless of technology.

The POI does not vary depending upon the service being provided by the interconnecting carrier, although the type of agreement (§251(c) or §251(a)) varies depending upon which entity provides the Wireline E911 Network. If the interconnecting carrier is an ILEC the POI is at the selective router. If the interconnecting carrier is a CLEC the POI

is at the selective router. If the interconnecting carrier is a CMRS carrier the POI is at the selective router.

When Intrado provides the Wireline E911 Network in competition with Embarq all carriers must seek interconnection from it. The terms and conditions for such interconnection should be negotiated as a commercial agreement pursuant to §251(a). A POI must be selected to delineate where carriers must bring their 911 traffic and hand it off to Intrado. It makes sense to designate the selective router as that location. Section 251(c) cannot apply in this case since under 251(c) the POI must be on the ILEC's network.

16. **Please refer to page 50, lines 8-14 of Embarq witness Maple's direct testimony for the following questions.**

a. **Of those Section 251(c) negotiations with CLECs with which witness Maples has been involved, were any of those CLECs planning to compete with Embarq for PSAP customers?**

Response: I'm aware of only one other entity negotiating to compete with Embarq, which is discussed on page 33 of my Direct Testimony beginning at line 24.

b. **If the answer to (a) is yes, please identify the CLECs and describe the status of the negotiations. If the answer to (b) is no, please explain the relevance of those Section 251(c) negotiations referred to in this testimony.**

Response: Please see the response above. Given that the agreement that is included as Exhibit JMM-8 is redacted I prefer not to name the CLEC. As to the relevance, the point that was being made was that the industry accepts that the POI is at the selective router when the ILEC provides the Wireline E911 Network. CLECs do not argue for a single POI per LATA if there is more than one selective router in a LATA. Although not governed by 251(c), when a CLEC provides the Wireline E911 Network it seems reasonable to maintain that practice.

17. **Please refer to page 50, lines 23-24 of Embarq witness Maple's direct testimony. Please identify the relevant language and explain with specificity how Embarq's proposed language with regard to the selective router "actually benefits" Intrado.**

Response: Embarq has agreed to establish a POI at Intrado's selective router pursuant to a §251(a) commercial agreement. Section 251(c) does not obligate ILECs to establish POIs on a CLECs network. Embarq has therefore agreed to secure the transport to Intrado's selective router, which is to Intrado's benefit.

18. **Please refer to page 51, lines 8-10, and page 52, beginning at line 22, continuing on to page 53, line 11 of Embarq witness Maple's direct testimony. Is the testimony on pages 52-53 an explanation of testimony on page 51 where witness Maples asserts that "Intrado's proposed changes are nothing more than a bald attempt at forcing Embarq to subsidize Intrado's business plan?" If the response is no, please explain the import of the testimony on page 51 identified in this interrogatory.**

Response: This issue (3c) has been resolved by the parties.

19. **Please refer to page 52, lines 10-12 of Embarq witness Maple's direct testimony. Does Embarq currently exchange traffic at meet points that is not "roughly balanced?" If so, please describe the compensation arrangements that are in place in such situations..**

Response: This issue (3c) has been resolved by the parties.

20. **Please refer to page 3, section 55.2.4 of Exhibit JMM-9, attached to Embarq witness Maples' direct testimony, which states, in part [that] "Embarq will provide fifty percent (50%) of the facilities or to its exchange boundary, whichever is less." Please explain how Embarq's use of the terms "facilities" and "to its exchange boundary" differs from Intrado's use of "mid-span meet."**

Response: This issue (3c) has been resolved by the parties.

21. **Please refer to page 5, section 75.2.6(f) of Exhibit JMM-9, attached to Embarq witness Maples' direct testimony, for the following questions.**

    a. **Does Embarq know why Intrado prefers to use the term "End-Users" instead of "subscribers?" If so, please explain.**

    Response: I explain the possible reasons for Intrado wanting to define End-User as it has (to include carriers) beginning at line 17 on page 67 of my Direct Testimony; however, that does not specifically address the terms and conditions at §75.2.6(f). These terms describe the process where-by subscriber records are added to the ALI database. In this context the subscriber is the individual that will be making the 9-1-1 call and clearly does not refer to a carrier. I do not know why Intrado replaced the word "subscribers" with "End-Users" in §75.2.6(f). That question is perhaps best directed to Intrado.

    b. **Does Embarq believe that there is a difference between the terms identified in (a) above? If so, please explain the difference.**

    Response: Not as the terms are commonly understood. I believe that the terms "Subscribers" and "End-Users" are often used interchangeably. However, I do not agree that the definition proposed by Intrado reflects this common understanding.

22. **Please refer to page 6, section 75.2.7(a) of Exhibit JMM-9, attached to Embarq witness Maples' direct testimony. Please explain why Embarq added the following: ". . . but is the property of INTRADO COMM and Embarq for those records provided by Embarq."**

    Response: Please see the discussion in my Direct Testimony, page 61 line 11 through page 62 line 3. The information that is at issue is Embarq customer CPNI, which Embarq has an obligation to protect. Embarq's standard language for CLECs acknowledges that CLECs retain the ownership of their customer records. Embarq's position is consistent

with NENA recommendations. When Intrado added these terms to reflect the reciprocal arrangement it did not include this phrase, which gave rise to concerns on Embarq's part.

23. **Please refer to page 6, section 75.2.7(b) of Exhibit JMM-9, attached to Embarq witness Maples' direct testimony, for the following questions.**

    a. **Please explain why Embarq proposes the following sentence, "[T]he information shall be provided in a mutually agreed medium in a format compliant with NENA standards."**

    Response: This issue was resolved by the parties.

    b. **Please explain why Embarq deleted the following sentence, "[I]t shall be the responsibility of Embarq to accept and maintain the daily updates from INTRADO COMM."**

    Response: This issue was resolved by the parties.

24. **Please refer to page 6, section 75.2.7(d) of Exhibit JMM-9, attached to Embarq witness Maples' direct testimony. Please explain why Embarq proposes the use of the term "End-Users" when it has replaced that term with "subscribers" in section 75.2.6(f).**

Response: It is an oversight on Embarq's part. The content of §75.2.7(d), like §75.2.6(f) does refer to subscriber records, the subscriber being the individual that makes the 9-1-1 call. Embarq would not agree that "End-Users" as defined by Intrado is appropriate here.

25. **Please refer to page 7, section 75.2.7(i) of Exhibit JMM-9, attached to Embarq witness Maples' direct testimony. Please explain why Embarq "will not agree to a blanket obligation to deploy PAM."**

Response: This issue has been resolved by the parties.

ANSWERS TO INTERROGATORIES

26. The rebuttal testimony of Intrado witness Hicks, page 10, lines 5-23, asserts that Intrado not Embarq creates the ALI records provided to the PSAP and there is no justification for Embarq to be compensated for ALI when no other local carrier is being compensated for creating and providing the underlying network information.

a. Is capturing the customer information part of Embarq's normal business operations? Please explain your response.

Response: Certain customer information such as name, address and phone number is captured during the receipt of the service order. The information is passed on to many systems and processes and is used for several purposes. For example, customer information is loaded into Embarq's directory listings database for providing printed directories. The information is loaded into Embarq's directory assistance database for providing that service. The information is loaded into Embarq's billing systems. The information is also passed on to the Embarq systems that are used to create the data files that are loaded into ALI databases. Mr. Hick's testimony implies that the total cost of providing records for the ALI database is in the initial data collection during the receipt of the service order. He implies that there is simply one system and one database. That is not true. He ignores the fact that Embarq maintains separate systems and processes that are unique to the creation of these 911 records. He ignores the cost that Embarq incurs not only to create the records for the ALI but to transmit them to the database provider. If the records do not pass edits they are rejected and Embarq must correct them and retransmit. The only reason these activities exist and these costs are incurred by Embarq are to create ALI records for use by the PSAP.

Intrado's position (Embarq can't bill the PSAP for the records) is also inconsistent with the Federal regulations that allow LECs to charge for this type of information. For example, LECs provide and charge for subscriber listings pursuant to section 222(e) of the Act. LECs provide and charge for directory assistance listings pursuant to section 251(b)(3) of the Act. Federal regulations recognize not only the cost that LECs incur when providing this information for separate purposes as well as the value of this information.

I've been involved in many projects in which a database was established. One of the first steps in the process is to define the information that is needed, determine the source, and how it is going to be collected. This is perhaps the most difficult and critical task. Intrado would have this Commission rule that these activities that Embarq undertakes solely for the ALI database are not germane to the creation of the ALI database and that there are no costs for which Embarq should be compensated. Intrado does not serve any end user customers that will dial 911. Intrado will simply take the records provided by Embarq and other end user service providers, store them in a computer database, and provide access to the

PSAP upon being queried. Intrado is simply seeking access to the data for free. They have not offered to pay for it and are arguing that PSAPs should not have to pay for it.

Intrado also ignores the fact that wireless carriers in Florida can submit and recover these costs directly related to creating and maintaining these records from the wireless fund. Section 365.173(2)(d) of the Florida statutes states that, "(d) Thirty percent of the moneys in the wireless category shall be distributed to wireless providers in response to sworn invoices submitted to the board by wireless providers to reimburse such wireless providers for the actual costs incurred to provide 911 or E911 service, including the costs of complying with the order. Such costs include costs and expenses incurred by wireless providers to design, purchase, lease, program, install, test, upgrade, operate, and maintain all necessary data, hardware, and software required to provide E911 service." Intrado's proposal to prohibit Embarq from recovering its costs is not technology or carrier neutral.

Furthermore, Intrado is also ignoring the source of the monies that are paid to PSAPs. Embarq bills its end users a 911 fee that is remitted to the PSAP. This fee is intended to pay for the 911 service. The creation of these records by Embarq (regardless of whether they are called SOI records or ALI records) are directly related and exclusively used for 911 service and it is entirely proper for PSAPs to pay for those records out of the 911 fee collected from Embarq's end users. Intrado's proposal (denying Embarq the right to bill the PSAP and not offering to pay for the records) would require Embarq to recover its 911 costs directly from Embarq's end users by raising their local rates. Embarq's end users would therefore pay twice, once through their local rate to Embarq, and again through the 911 fee.

If the Commission rules in favor of Intrado, refusing to allow Embarq to bill the PSAP for the ALI records, the Commission should allow Embarq to increase its local rates and also reduce the end user 911 fee that Embarq bills it end users in order to avoid such a consequence.

b. Are you aware of any other local carriers that are compensated for creating and providing the underlying network information? Please explain your response.

Response: Wireless carriers can recover the costs of maintaining 911 data directly from the wireless fund as immediately described above. Questions regarding the relationship between PSAPs and what other carriers are billing them should be directed to them. I am not aware of what other local carriers are billing PSAPs.

27. Please refer to Embarq witness Maples' rebuttal testimony, page 24, lines 11-20. Do you believe there is a need for the Florida Public Service Commission to review 911 matters on a generic basis? Please explain your response.

Response: Yes. A generic proceeding would create a broader and more inclusive forum within which all interested parties could weigh in on the issues. Isolated arbitrations are obviously limited to the two opposing views.

28. **Would Intrado Comm's proposed language for Issue 7 be acceptable to Embarq in a commercial agreement? Please explain your answer.**

Response: The terms proposed by Intrado for 55.1 are really unnecessary regardless of the type of agreement. The real issue is what type of contract should govern the parties' relationship when Intrado provides the service to the PSAP and the specific terms governing that relationship. The specific sections that are being debated such as those in Issue 6(c) are the relevant terms that are necessary in the agreement.

29. **If the Commission agrees with Intrado that its 911/E911 services are local exchange services, what disagreement would Embarq have with Intrado's proposed language in Issue 7?**

Response: If the Commission agrees with Intrado that its services are local exchange services the reference to "Local Traffic" would already encompass 911 calls. A separate reference to 911 calls would be unnecessary.

30. **Please refer to Embarq witness Maples' rebuttal testimony, page 12, lines 11-18. Please explain why classifying E911 as a telephone exchange communication service "does not apply to a proceeding to establish interconnection rights and obligations under section 251(c) of the federal Telecom Act."**

Response: The classification of a service as telephone exchange does impact interconnection rights. The response in my testimony was intended to address the issue of whether or not the use of the term in Embarq's tariff mandated a certain outcome or determination in this proceeding. In other words, the fact that Embarq references telephone exchange communication in the 911 section of its tariff does not mean that the Commission must determine that Intrado's 911 service is telephone exchange. As I point out in my testimony, Embarq's tariffed services are not the same as Intrado's NG-911 network service. Embarq's tariffed services do not provide the broadband multimedia services that Intrado claims that it will be providing. In addition, the classification of the service as telephone exchange is not consistent with the determination by the FCC in the VoIP 911 Order where it rejected the notion that 911/E911 services were purely intrastate services and that the FCC did not have any jurisdiction over them (see footnote 95 of the VoIP 911 Order, FCC 05-116).

31. **Please refer to Intrado witness Clugy's rebuttal testimony on page 6, lines 4-13, for the following questions.**

a. Is witness Clugy correct when she asserts that it is "Embarq's belief that the Parties are not connecting competing 911 local exchange systems. . . ."? Please explain why or why not.

Response: No. I cannot agree. Ms. Clugy implies that the only reason that Embarq believes that certain interconnections are subject to commercial agreements is based on whether or not the providers are competing. Issue 6b addresses the terms and conditions for accessing 911/E911 databases when Intrado provides service to the PSAP. This scenario is depicted in Exhibits JMM-5 and JMM-6 and as I point out in my Direct Testimony (page 34 beginning at line 16), they are not subject to section 251(c) interconnection for the following reasons:

- Intrado controls access to the PSAP.
- Embarq is obligated by law to provide 9-1-1 calling to Embarq end users.
- Embarq must therefore request interconnection with Intrado for this access. It is the requesting carrier, not Intrado.
- Embarq must gain access to the 911/E911 databases from Intrado.
- The access that Embarq seeks is no different than any other carrier needing access to the PSAP served by Intrado, carriers that are not subject to section 251(c) such as CLECs, CMRS carriers, and VoIP providers.
- The section 251(c) obligations are not necessary to assist Intrado's market entry since it controls access to the PSAP and other statutes require Embarq to provide 9-1-1 calling to Embarq end users.
- Section 251(c) obligations do not apply to Intrado.

b. Is witness Clugy correct when she asserts that because Embarq believes "that the Parties are not connecting competing 911 local exchange systems" that, "therefore it is not appropriate to include terms and conditions regarding Embarq's access to Intrado Comm's 911/E911 databases in the Section 251 interconnection agreement"? Please explain why or why not.

Response: See the response to 31a.

c. Is witness Clugy correct when she asserts that Embarq does not object to the proposed language, but "instead objects to its inclusion in a Section 251 interconnection agreement"? Please explain why or why not.

Response: Yes. The parties have resolved the specific technical issues regarding how database access will be provided.

32. **Please refer to Embarq witness Maples' rebuttal testimony on page 44, line 11. For Issue 3(c), witness Maples refers the reader to Issue 8. According to witness Maples' rebuttal testimony on page 51, lines 16-19, the parties have resolved Issue 8. Does the resolution of Issue 8 mean that Issue 3(c) is also resolved? Please explain why or why not.**

Response: Yes. The parties agree that Issue 3(c) is resolved.

33. **Please refer to Embarq witness Maples' rebuttal testimony on page 44, lines 13-15, for the following questions.**

a. **Please cite the relevant portions of Section 251(c) as well as any relevant FCC rules which support Embarq's assertion that it is not obligated to establish POIs on Intrado's network. Does this assertion, and the citations noted, apply equally when Intrado is the 911 service provider? Please explain why or why not.**

Response:

As I state in my Direct Testimony on page 25, Section 251(c) of the Act defines Interconnection as follows:

(2) Interconnection - The duty to provide for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network -
- (A) for the transmission and routing of telephone exchange service and exchange access;
- (B) at any technically feasible point within the carrier's network;
- (C) that is at least equal in quality to that provided by the local exchange carrier to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection; and
- (D) on rates, terms, and conditions that are just, reasonable, and nondiscriminatory in accordance with the terms and conditions of the agreement and the requirements of this section and section 252.

The Point of Interconnection ("POI") is "at any technically feasible point within the carrier's network".

And, as stated in my Rebuttal Testimony on page 43, the FCC defined the carrier in this context to be the ILEC when it described the interconnection obligation in section 251(c)(2).

> Section 251(c)(2) imposes upon incumbent LECs "the duty to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network . . . for the transmission and routing of telephone exchange service and exchange access." Such interconnection must be: (1) provided by the ***incumbent LEC*** at

"any technically feasible point within ***[its]*** network;" (Local Competition First Report and Order, CC96-98, ¶173, Emphasis added).

The fact that the POI in question is on the ILEC network is clear from the regulations that the FCC codified to implement the requirement in the Act. The regulation states that the POI has to be ***within*** the ILEC network and lists physical points that are ***on*** the ILEC network, such as the trunk-side of a local switch.

TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION
(CONTINUED)
PART 51_INTERCONNECTION--Table of Contents

Subpart D: Additional Obligations of Incumbent Local Exchange Carriers

Section 51.305: Interconnection

(a) An incumbent LEC shall provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the incumbent LEC's network:

(1) For the transmission and routing of telephone exchange traffic, exchange access traffic, or both;

(2) At any technically feasible point ***within the incumbent LEC's*** network including, at a minimum:

(i) The line-side of a local switch;
(ii) The trunk-side of a local switch;
(iii) The trunk interconnection points for a tandem switch;
(iv) Central office cross-connect points;
(v) Out-of-band signaling transfer points necessary to exchange traffic at these points and access call-related databases; and
(vi) The points of access to unbundled network elements as described in Sec. 51.319;

The Florida Commission came to the same conclusion in its Generic Docket on Intercarrier Compensation, 000075-TP. In its order PSC-02-1248-FOF-TP issued on September 10, 2002 the Commission determined that:

Conclusion

Point of Interconnection Designation

Neither BellSouth witness Ruscilli nor Verizon witness Beauvais provide any basis supporting the right of an ILEC to have authority in

> designating POIs. We specifically reject BellSouth witness Ruscilli's argument that a point of interconnection and an interconnection point are separate entities because the distinction lacks any discernable authority. Conversely, Sprint witness Hunsucker and ALEC witnesses Selwyn, Gates and Follensbee, offer specific citations to the Act, FCC orders and rules in support of their position. We find persuasive the extensive authority cited by Sprint witness Hunsucker and the ALEC witnesses, and therefore, we find that ALECs have the exclusive right to unilaterally designate single POIs for the mutual exchange of telecommunications traffic at any technically feasible location ***on an incumbent's network*** within a LATA. Nothing in this Order should be construed as an infringement on an ALEC's ability to negotiate this prerogative in exchange for other considerations. (Page 25, Emphasis added.)

The Commission further clarified this statement in an order address petitions for reconsideration (PSC-03-0059-FOF-TP, Issued January 8, 2003) stating that the POI had to be within the ILEC network.

> However, upon further review of the arguments submitted and the record in this proceeding, we clarify our statement at p. 25 of our Order such that the point of interconnection designated by the ALEC, to which the originating carrier has the responsibility for delivering its traffic, ***must be within the ILEC's network***. (Page 23, Emphasis added.)

This decision in the Generic proceeding is consistent with a prior Commission finding in an arbitration proceeding between Sprint and Bellsouth (Docket 000828-TP, Order PSC-01-1095-FOF-TP, Issued May 8, 2001):

> The Local Competition Order, FCC 96 - 325 , states that "the term 'interconnection' under section 251(c) (2) refers only to the physical linking of two networks for the mutual exchange of traffic." We interpret the term "exchange of traffic" as not being limited to traffic originated by a single carrier, but including traffic originated from both of the interconnecting carriers' networks. (Pages 33-34)
>
> As the FCC suggests, the costs associated with interconnection should act as an incentive for ALECs to choose economically efficient POIs, as well as operationally efficient POIs. However, we observe that there is no language which precludes an ALEC from selecting a POI that is not economically efficient. We are persuaded that Sprint has the sole right to determine POIs. Therefore, we find that Sprint shall be allowed to designate the network point (or points) of interconnection for both the delivery and receipt of BellSouth's local traffic subject to technical feasibility. (Page 35)

A POI that is within the ILEC network is one that is located ***within*** the territory that the ILEC serves. In other words, a CLEC cannot establish a POI for Embarq's Winter Park exchange within ATT's Orlando exchange. Similarly, the POI must be ***on*** the ILEC network. That is, it must be physically located on a piece of equipment or facility that is part of the ILEC network. The very fact that the FCC has defined interconnection as the physical linking of two networks for the mutual exchange of traffic clearly means that the networks meet at a physical point.

Even if the networks are linked at a mid-span meet the FCC clearly stated that the POI remained on the ILEC network, and ***not at the mid-span meet point***. The following quote from the FCC's Local Competition First Report and Order that I included in my Direct Testimony beginning on page 53 clearly makes that point:

> Further, although the creation of meet point arrangements may require some build out of facilities ***by the incumbent LEC***, we believe that such arrangements are within the scope of the obligations imposed by sections 251(c)(2) and 251(c)(3). ***In a meet point arrangement, the "point" of interconnection for purposes of sections 251(c)(2) and 251(c)(3) remains on "the local exchange carrier's network" (e.g., main distribution frame, trunk-side of the switch)***, and the limited build-out of facilities ***from that point*** may then constitute an accommodation of interconnection.*(see ¶198- fn 1347 See, supra* Section IV.E., above, discussing accommodation of interconnection.*)* In a meet point arrangement each party pays its portion of the costs to build out the facilities to the meet point. We believe that, although the Commission has authority to require incumbent LECs to provide meet point arrangements upon request, such an arrangement only makes sense for interconnection pursuant to section 251(c)(2) but not for unbundled access under section 251(c)(3). New entrants will request interconnection pursuant to section 251(c)(2) for the purpose of exchanging traffic with incumbent LECs. In this situation, the incumbent and the new entrant are co-carriers and each gains value from the interconnection arrangement. Under these circumstances, it is reasonable to require each party to bear a reasonable portion of the economic costs of the arrangement. In an access arrangement pursuant to section 251(c)(3), however, the interconnection point will be a part of the new entrant's network and will be used to carry traffic from one element in the new entrant's network to another. We conclude that in a section 251(c)(3) access situation, the new entrant should pay all of the economic costs of a meet point arrangement. Regarding the distance from an incumbent LEC's premises that an incumbent should be required to build out facilities for meet point arrangements, we believe that the parties and state commissions are in a better position than the Commission to determine the appropriate distance that would constitute the required reasonable accommodation of interconnection. (Paragraph 553, Emphasis added.)

Nowhere in its discussion of the interconnection obligations imposed upon ILECs pursuant to section 251(c)(2) of the Act does the FCC claim that the Act imposed upon ILECs the obligation of selecting a POI on the CLEC network. Such a determination would be contrary to the plain reading of the statute, which this Commission has confirmed in generic proceedings.

Section 251(c)(2) ***does not apply to Intrado***, which if it did, would force Intrado to allow other carriers to select POIs on Intrado's network. Therefore, any discussion of establishing POIs on Intrado's network should be discussed pursuant to section 251(a) of the Act, which applies to all telecommunications carriers. The FCC made this clear in paragraph 220 of the Local Competition First Report and Order:

> Section 251(c)(2) does not impose on non-incumbent LECs the duty to provide interconnection. **The obligations of LECs that are not incumbent LECs are generally governed by sections 251(a) and (b), not section 251(c).** (Emphasis added)

Furthermore, the fact that some of the NG-911 capabilities are information services provides further support for arguing establishing interconnection pursuant to section 251(a). The FCC stated this in paragraph 995 of the Local Competition First Report and Order:

> We conclude that, if a company provides both telecommunications and information services, it must be classified as a telecommunications carrier for purposes of section 251, **and is subject to the obligations under section 251(a), to the extent that it is acting as a telecommunications carrier**. (Emphasis added)

No regulations or rules have been established for interconnection under section 251(a) of the Act; however, parties negotiating under section 251(a) should be treated equally since the obligation is a general obligation of all telecommunications carriers.

b. Please explain the difference between "within" or "on" the ILEC's network (line 15).

Response: Please see the response to 33a immediately above.

34. Please refer to Embarq witness Maples' rebuttal testimony on page 44, lines 17-21, for the following questions.

a. Please cite the relevant portions of Section 251(c) as well as any relevant FCC rules which support Embarq's assertion that it is not obligated to establish "geographically diverse POIs" for interconnection. Does this assertion, and the citations noted, apply

equally when Intrado is the 911 service provider? Please explain why or why not.

Response: Please see the response to 33a above describing why Embarq does not have to establish a POI on Intrado's network. If section 251(c) does not obligate Embarq to establish a single POI on Intrado's network, it is obvious that Embarq does not have to establish geographically diverse POIs. If Intrado wants to interconnect with Embarq under section 251(c) of the Act when Intrado is the 911 service provider, Intrado is not limited on the number of POIs that it establishes on Embarq's network per section 251(c) and can establish geographically diverse POIs if it so chooses, but this is not the same as forcing Embarq to establish geographically diverse POIs on Intrado's network.

b. Please provide any relevant citations to federal law and FCC rules that support the assertion that "[G]eographically diverse routes are at the option and expense of the entity establishing those routes . . . ." Does this assertion, and the citations noted, apply equally when Intrado is the 911 service provider? Please explain why or why not.

Response: Please see the response to 34a above. Each carrier bears the cost of getting to the POI (see also the response to 36 below).

35. **Please refer to Embarq witness Maples' rebuttal testimony on page 45, lines 1-5. Intrado witness Hicks' testimony referenced in this section refers to Intrado seeking to establish a "POI at Embarq's selective router/911 tandem or utilizing a mid-span meet." Is it Embarq witness Maples' testimony that the POI for interconnection with the wireline E911 network must be at Embarq's selective router/911 tandem and not at a mid-span meet? Please explain your answer.**

Response: Yes. Please see the response to 33a above and the discussion of paragraph 553 of the Local Competition First Report and Order.

36. **Please refer to Embarq witness Maples' rebuttal testimony on page 45, lines 7-11. In the section of Intrado witness Hicks' direct testimony referenced on line 8, witness Hicks is referring to the POI designated by Intrado. Does witness Maples "agree" that each carrier bears the cost of delivering originating traffic to any POI in the context of Section 251(c) negotiations? Please explain why or why not.**

Response: Yes, each carrier bears the cost of delivering its originating traffic to a section 251(c) POI. The Florida Commission made that determination in its Generic Docket on Intercarrier Compensation, 000075-TP. In its Order PSC-02-1248-FOF-TP issued on September 10, 2002 the Commission determined the following:

> The parties do not dispute their respective obligations under Section 251 (a) (1) or Section 251 (c) (2) (A) of the Act. Therefore, we find that an

originating carrier has the responsibility for delivering its traffic to the point (s) of interconnection designated by the alternative local exchange company (ALEC) in each LATA for the mutual exchange of traffic. (Page 25)

37. **Please refer to Embarq witness Maples' rebuttal testimony on page 50, lines 8-13 for the following questions.**

a. **Please identify the "Federal regulations" which require Embarq to "load the records for its end users into the ALI database maintained . . ."?**

Response: The Federal regulations identified in my Direct Testimony on page 10 at line 13 (Title 47 C.F.R. §9, §20.3, §64.3) obligate carriers to provide 911 calling to their end users. Where E911 service is provided it is necessary to create and provide ALI records to fully implement this mandate. See also the response to 37b below.

b. **Please explain the difference between loading end user records into the ALI database and providing unbundled access, and why the "arrangement" should be subject to a Section 251(a) commercial agreement.**

Response: My Rebuttal Testimony addresses this on pages 49 and 50. The FCC ordered unbundled access to 911/E911 databases so that carriers could provide 9-1-1 calling to their end users (see Triennial Review Order, ¶ 557). The FCC recognized that other regulations require carriers to provide 9-1-1 calling to their end users (see 37a above) and that it would be impossible to fulfill this mandate without access to the 911/E911 database. This means that the carriers need to be able to load their end user records into the ALI database that the PSAP uses to access location information when the PSAP receives a 9-1-1 call from and end user. The ALI database in question is therefore the database that is provided to the PSAP. When Embarq manages that ALI database for the PSAP it must give other carriers unbundled access to that ALI database, that is, it must give other carriers the ability to load their end user records into the ALI database. However, when Embarq does not manage the ALI database for the PSAP it does not have any access to give. If Intrado manages the ALI database for the PSAP then Intrado (rather than Embarq) must give access to the database to all carriers.

38. **Please identify Embarq's proposed language regarding the appropriate terms and conditions for audits.**

Response: Embarq's proposed language regarding appropriate terms and conditions for audits does not include at the outset a presumption that the parties will be utilizing independent auditing firms or Certified Public Accountants. Without knowing the scope and scale of specific billing scenarios that may in the future be the subject of additional examination or audit, Embarq does not believe it is appropriate to immediately and presumptively introduce significant additional

costs and overhead factors that would undoubtedly complicate and perhaps make unfeasible any inquiry into a potential discrepancy.

Embarq's proposed language can be found on the issues matrix at item number 14, "What are the appropriate terms and conditions regarding audits?" Embarq's proposed language for the first two sentences of section 8.1 read as follows:

> "8. 1. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may audit the other Party's books, records and other documents directly related to billing and invoicing once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing."

Intrado has proposed alterations in this language identified by the underlined and italicized text below:

> "8. 1. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may *perform an* audit *through an independent third party of* the other Party's books, records and other documents directly related to billing and invoicing once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing."

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: n/a

PARTY: Staff

DESCRIPTION: Composite of Responses to Staff's Request for Production of Documents from Embarq

a.	Embarq's Responses to Staff's First Request for Production of Documents (1-8)	001
b.	Embarq's Responses to Staff's Second Request for Production of Documents (9-17)	025
c.	Embarq's Responses to Staff's Third Request for Production of Documents (18-22)	128

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 6
COMPANY FPSC Staff
WITNESS Composite of Responses to Staff's Request
DATE 07/09/08 STIP-6

PROFFERING PARTY: Staff

I.D. # STIP-6

REQUEST FOR PRODUCTION OF DOCUMENTS

1. **Please provide all documents that were relied upon in the preparation of your responses to staff's interrogatory 2(e).**

Response: The sections of the state statutes that are referred to are attached.

2. **Please provide all documents that were relied upon in the preparation of your responses to staff's interrogatory 2(k).**

Response: There are no documents responsive to this request.

3. **Please provide any documents that support your response to staff's interrogatory 4.**

Response: Issue No. 9 has been resolved between the parties, therefore this question is no longer relevant.

4. **Please provide any documents that support your response to staff's interrogatory 11(c).**

Response: There are no documents responsive to this request.

5. **Please provide any documents that support your response to staff's interrogatory 11(d).**

Response: There are no documents responsive to this request.

6. **Please provide any documents that support your response to staff's interrogatory 11(e).**

Response: There are no documents responsive to this request.

7. **Please provide any documents that support your response to staff's interrogatory 11(f).**

Response: There are no documents responsive to this request.

8. **Please provide any documents that support your response to staff's interrogatory 12.**

Response: ATIS ordering standards cannot be reproduced without their approval, which Embarq does not have, therefore we cannot provide those documents.

POD #1

[1]365.171 Emergency communications number E911 state plan.--

(1) SHORT TITLE.--This section may be cited as the "Florida Emergency Communications Number E911 State Plan Act."

(2) LEGISLATIVE INTENT.--It is the intent of the Legislature that the communications number "911" be the designated emergency communications number. A public safety agency may not advertise or otherwise promote the use of any communications number for emergency response services other than "911." It is further the intent of the Legislature to implement and continually update a cohesive statewide emergency communications number "E911" plan for enhanced 911 services which will provide citizens with rapid direct access to public safety agencies by accessing "911" with the objective of reducing the response time to situations requiring law enforcement, fire, medical, rescue, and other emergency services.

(3) DEFINITIONS.--As used in this section, the term:

(a) "Office" means the Technology Program within the Department of Management Services, as designated by the secretary of the department.

(b) "Local government" means any city, county, or political subdivision of the state and its agencies.

(c) "Public agency" means the state and any city, county, city and county, municipal corporation, chartered organization, public district, or public authority located in whole or in part within this state which provides, or has authority to provide, firefighting, law enforcement, ambulance, medical, or other emergency services.

(d) "Public safety agency" means a functional division of a public agency which provides firefighting, law enforcement, medical, or other emergency services.

(4) STATE PLAN.--The office shall develop, maintain, and implement appropriate modifications for a statewide emergency communications E911 system plan. The plan shall provide for:

(a) The public agency emergency communications requirements for each entity of local government in the state.

(b) A system to meet specific local government requirements. Such system shall include law enforcement, firefighting, and emergency medical services and may include other emergency services such as poison control, suicide prevention, and emergency management services.

(c) Identification of the mutual aid agreements necessary to obtain an effective E911 system.

(d) A funding provision that identifies the cost necessary to implement the E911 system.

The office shall be responsible for the implementation and coordination of such plan. The office shall adopt any necessary rules and schedules related to public agencies for implementing and coordinating the plan, pursuant to chapter 120.

(5) SYSTEM DIRECTOR.--The secretary of the department or his or her designee is designated as the director of the statewide emergency communications number E911 system and, for the purpose of carrying out the provisions of this section, is authorized to coordinate the activities of the system with state, county, local, and private agencies. The director in implementing the system shall consult, cooperate, and coordinate with local law enforcement agencies.

(6) REGIONAL SYSTEMS.--This section does not prohibit or discourage the formation of multijurisdictional or regional systems; and any system established pursuant to this section may include the jurisdiction, or any portion thereof, of more than one public agency. It is the intent of the Legislature that E911 service be available throughout the state. Expenditure by counties of the E911 fee authorized and imposed under s. 365.172 should support this intent to the greatest extent feasible within the context of local service needs and fiscal capability. This section does not prohibit two or more counties from establishing a combined emergency E911 communications service by an interlocal agreement and using the fees authorized and imposed by s. 365.172 for such combined E911 service.

(7) TELECOMMUNICATIONS INDUSTRY COORDINATION.--The office shall coordinate with the Florida Public Service Commission which shall encourage the Florida telecommunications industry to activate facility modification plans for timely E911 implementation.

(8) COIN TELEPHONES.--The Florida Public Service Commission shall establish rules to be followed by the telecommunications companies in this state designed toward encouraging the provision of coin-free dialing of "911" calls wherever economically practicable and in the public interest.

(9) SYSTEM APPROVAL.--*No emergency communications number E911 system shall be* established and no present system shall be expanded without prior approval of the office.

(10) COMPLIANCE.--All public agencies shall assist the office in their efforts to carry out the intent of this section, and such agencies shall comply with the developed plan.

(11) FEDERAL ASSISTANCE.--The secretary of the department or his or her designee may apply for and accept federal funding assistance in the development and implementation of a statewide emergency communications number E911 system.

(12) CONFIDENTIALITY OF RECORDS.--Any record, recording, or information, or portions thereof, obtained by a public agency or a public safety agency for the purpose of providing services in an emergency and which reveals the name, address, telephone number, or personal information about, or information which may identify any person requesting emergency service or reporting an emergency by accessing an emergency communications E911 system is confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution, except that such record or information may be disclosed to a public safety agency. The exemption applies only to the name, address, telephone number or personal information about, or information which may identify any person requesting emergency services or reporting an emergency while such information is in the custody of the public agency or public safety agency providing emergency services. A telecommunications company or commercial mobile radio service provider shall not be liable for damages to any person resulting from or in connection with such telephone company's or commercial mobile radio service provider's provision of any lawful assistance to any investigative or law enforcement officer of the State of Florida or political subdivisions thereof, of the United States, or of any other state or political subdivision thereof, in connection with any lawful investigation or other law enforcement activity by such law enforcement officer unless the telecommunications company or commercial mobile radio service provider acted in a wanton and willful manner.

History.--ss. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, ch. 74-357; s. 3, ch. 76-168; ss. 1, 2, ch. 76-272; s. 1, ch. 77-457; ss. 3, 4, ch. 80-275; s. 38, ch. 83-334; ss. 1, 2, ch. 85-317; s. 24, ch. 87-225; s. 1, ch. 87-259; s. 1, ch. 88-231; s. 1, ch. 89-264; s. 3, ch. 90-305; s. 110, ch. 90-360; s. 1, ch. 91-100; s. 297, ch. 92-279; s. 55, ch. 92-326; s. 1, ch. 93-171; s. 1, ch. 96-229; s. 168, ch. 96-406; s. 1, ch. 98-276; s. 97, ch. 98-279; s. 50, ch. 99-399; s. 10, ch. 2000-334; s. 1, ch. 2001-71; s. 1, ch. 2001-133; s. 106, ch. 2001-266; s. 3, ch. 2005-171; s. 1, ch. 2007-78.

[1]**Note.**--Section 14, ch. 2007-105, provides that "[u]nless otherwise specified in this act, the Department of Management Services, established in s. 20.22, Florida Statutes, shall assume the duties and responsibilities of the State Technology Office as set forth in ss. 215.322(2), 282.102, 282.103, 282.104, 282.105, 282.106, 282.107, 282.1095, 282.111, 282.21, 282.22, 288.1092, 288.1093, 365.171, 365.172, and 365.173, Florida Statutes."

[1]**365.172 Emergency communications number "E911."**--

(1) SHORT TITLE.--This section may be cited as the "Emergency Communications Number E911 Act."

(2) LEGISLATIVE INTENT.--It is the intent of the Legislature to:

(a) Establish and implement a comprehensive statewide emergency telecommunications number system that will provide users of voice communications services within the state rapid direct access to public safety agencies by accessing the telephone number "911."

(b) Provide funds to counties to pay certain costs associated with their E911 or 911 systems, to contract for E911 services, and to reimburse wireless telephone service providers for costs incurred to provide 911 or E911 services.

(c) Levy a reasonable fee on users of voice communications services, unless otherwise provided in this section, to accomplish these purposes.

(d) Provide for an E911 board to administer the fee, with oversight by the office, in a manner that is competitively and technologically neutral as to all voice communications services providers.

(e) Ensure that the fee established is used exclusively for recovery by wireless providers and by counties for costs associated with developing and maintaining E911 systems and networks in a manner that is competitively and technologically neutral as to all voice communications services providers.

It is further the intent of the Legislature that the fee authorized or imposed by this section not necessarily provide the total funding required for establishing or providing E911 service.

(3) DEFINITIONS.--Only as used in this section and ss. 365.171, 365.173, and 365.174, the term:

(a) "Answering point" means the public safety agency that receives incoming 911 calls and dispatches appropriate public safety agencies to respond to the calls.

(b) "Authorized expenditures" means expenditures of the fee, as specified in subsection (9).

(c) "Automatic location identification" means the capability of the E911 service which enables the automatic display of information that defines the approximate geographic location of the wireless telephone, or the location of the address of the wireline telephone, used to place a 911 call.

(d) "Automatic number identification" means the capability of the E911 service which enables the automatic display of the service number used to place a 911 call.

(e) "Board" or "E911 Board" means the board of directors of the E911 Board established in subsection (5).

(f) "Building permit review" means a review for compliance with building construction standards adopted by the local government under chapter 553 and does not include a review for compliance with land development regulations.

(g) "Collocation" means the situation when a second or subsequent wireless provider uses an existing structure to locate a second or subsequent antennae. The term includes the ground, platform, or roof installation of equipment enclosures, cabinets, or buildings, and cables, brackets, and other equipment associated with the location and operation of the antennae.

(h) "Designed service" means the configuration and manner of deployment of service the wireless provider has designed for an area as part of its network.

(i) "E911" is the designation for an enhanced 911 system or enhanced 911 service that is an emergency telephone system or service that provides a subscriber with 911 service and, in addition, directs 911 calls to appropriate public safety answering points by selective routing based on the geographical location from which the call originated, or as otherwise provided in the state plan under s. 365.171, and that provides for automatic number identification and automatic location-identification features. E911 service provided by a wireless provider means E911 as defined in the order.

(j) "Existing structure" means a structure that exists at the time an application for permission to place antennae on a structure is filed with a local government. The term includes any structure that can structurally support the attachment of antennae in compliance with applicable codes.

(k) "Fee" means the E911 fee authorized and imposed under subsection (8).

(l) "Fund" means the Emergency Communications Number E911 System Fund established in s. 365.173 and maintained under this section for the purpose of recovering the costs associated with providing 911 service or E911 service, including the costs of implementing the order. The fund shall be segregated into wireless and nonwireless categories.

(m) "Historic building, structure, site, object, or district" means any building, structure, site, object, or district that has been officially designated as a historic building, historic structure, historic site, historic object, or historic district through a federal, state, or local designation program.

(n) "Land development regulations" means any ordinance enacted by a local government for the regulation of any aspect of development, including an ordinance governing zoning, subdivisions, landscaping, tree protection, or signs, the local government's comprehensive plan, or any other ordinance concerning any aspect of the development of land. The term does not include any building construction standard adopted under and in compliance with chapter 553.

(o) "Local exchange carrier" means a "competitive local exchange telecommunications company" or a "local exchange telecommunications company" as defined in s. 364.02.

(p) "Local government" means any municipality, county, or political subdivision or agency of a municipality, county, or political subdivision.

(q) "Medium county" means any county that has a population of 75,000 or more but less than 750,000.

(r) "Mobile telephone number" or "MTN" means the telephone number assigned to a wireless telephone at the time of initial activation.

(s) "Nonwireless category" means the revenues to the fund received from voice communications services providers other than wireless providers.

(t) "Office" means the Technology Program within the Department of Management Services, as designated by the secretary of the department.

(u) "Order" means:

1. The following orders and rules of the Federal Communications Commission issued in FCC Docket No. 94-102:

a. Order adopted on June 12, 1996, with an effective date of October 1, 1996, the amendments to s. 20.03 and the creation of s. 20.18 of Title 47 of the Code of Federal Regulations adopted by the Federal Communications Commission pursuant to such order.

b. Memorandum and Order No. FCC 97-402 adopted on December 23, 1997.

c. Order No. FCC DA 98-2323 adopted on November 13, 1998.

d. Order No. FCC 98-345 adopted December 31, 1998.

2. Orders and rules subsequently adopted by the Federal Communications Commission relating to the provision of 911 services, including Order Number FCC-05-116, adopted May 19, 2005.

(v) "Prepaid calling arrangements" has the same meaning as defined in s. 212.05(1)(e).

(w) "Public agency" means the state and any municipality, county, municipal corporation, or other governmental entity, public district, or public authority located in whole or in part within this state which provides, or has authority to provide, firefighting, law enforcement, ambulance, medical, or other emergency services.

(x) "Public safety agency" means a functional division of a public agency which provides firefighting, law enforcement, medical, or other emergency services.

(y) "Rural county" means any county that has a population of fewer than 75,000.

(z) "Service identifier" means the service number, access line, or other unique subscriber identifier assigned to a subscriber and established by the Federal Communications Commission for purposes of routing calls whereby the subscriber has access to the E911 system.

(aa) "Tower" means any structure designed primarily to support a wireless provider's antennae.

(bb) "Voice communications services" means two-way voice service, through the use of any technology, which actually provides access to E911 services, and includes communications services, as defined in s. 202.11, which actually provide access to E911 services and which are required to be included in the provision of E911 services pursuant to orders and rules adopted

by the Federal Communications Commission. The term includes voice-over-Internet-protocol service. For the purposes of this section, the term "voice-over-Internet-protocol service" or "VoIP service" means interconnected VoIP services having the following characteristics:

1. The service enables real-time, two-way voice communications;

2. The service requires a broadband connection from the user's locations;

3. The service requires IP-compatible customer premises equipment; and

4. The service offering allows users generally to receive calls that originate on the public switched telephone network and to terminate calls on the public switched telephone network.

(cc) "Voice communications services provider" or "provider" means any person or entity providing voice communications services, except that the term does not include any person or entity that resells voice communications services and was assessed the fee by its resale supplier.

(dd) "Wireless 911 system" or "wireless 911 service" means an emergency telephone system or service that provides a subscriber with the ability to reach an answering point by accessing the digits "911."

(ee) "Wireless category" means the revenues to the fund received from a wireless provider.

(ff) "Wireless communications facility" means any equipment or facility used to provide service and may include, but is not limited to, antennae, towers, equipment enclosures, cabling, antenna brackets, and other such equipment. Placing a wireless communications facility on an existing structure does not cause the existing structure to become a wireless communications facility.

(gg) "Wireless provider" means a person who provides wireless service and:

1. Is subject to the requirements of the order; or

2. Elects to provide wireless 911 service or E911 service in this state.

(hh) "Wireless service" means "commercial mobile radio service" as provided under ss. 3(27) and 332(d) of the Federal Telecommunications Act of 1996, 47 U.S.C. ss. 151 et seq., and the Omnibus Budget Reconciliation Act of 1993, Pub. L. No. 103-66, August 10, 1993, 107 Stat. 312. The term includes service provided by any wireless real-time two-way wire communication device, including radio-telephone communications used in cellular telephone service; personal communications service; or the functional or competitive equivalent of a radio-telephone communications line used in cellular telephone service, a personal communications service, or a network radio access line. The term does not include wireless providers that offer mainly dispatch service in a more localized, noncellular configuration; providers offering only data, one-way, or stored-voice services on an interconnected basis; providers of air-to-ground services; or public coast stations.

(4) POWERS AND DUTIES OF THE OFFICE.--The office shall oversee the administration of the fee authorized and imposed on subscribers of voice communications services under subsection (8).

(5) THE E911 BOARD.--

(a) The E911 Board is established to administer, with oversight by the office, the fee imposed under subsection (8), including receiving revenues derived from the fee; distributing portions of the revenues to wireless providers, counties, and the office; accounting for receipts, distributions, and income derived by the funds maintained in the fund; and providing annual reports to the Governor and the Legislature for submission by the office on amounts collected and expended, the purposes for which expenditures have been made, and the status of E911 service in this state. In order to advise and assist the office in carrying out the purposes of this section, the board, which shall have the power of a body corporate, has the powers enumerated in subsection (6).

(b) The board shall consist of nine members, one of whom must be the system director designated under s. 365.171(5), or his or her designee, who shall serve as the chair of the board. The remaining eight members of the board shall be appointed by the Governor and must be composed of four county 911 coordinators, consisting of a representative from a rural county, a representative from a medium county, a representative from a large county, and an at-large representative recommended by the Florida Association of Counties in consultation with the county 911 coordinators; two local exchange carrier members, one of which must be the local exchange carrier having the greatest number of access lines in the state; and two members from the wireless telecommunications industry recommended by the Florida Telecommunications Industry Association in consultation with the wireless telecommunications industry. In recommending members from the wireless telecommunications industry, consideration must be given to wireless providers who are not affiliated with local exchange carriers. Not more than one member may be appointed to represent any single provider on the board.

(c) The system director, designated under s. 365.171(5), or his or her designee, must be a permanent member of the board. Each of the remaining eight members of the board shall be appointed to a 4-year term and may not be appointed to more than two successive terms. However, for the purpose of staggering terms, two of the original board members shall be appointed to terms of 4 years, two shall be appointed to terms of 3 years, and four shall be appointed to terms of 2 years, as designated by the Governor. A vacancy on the board shall be filled in the same manner as the original appointment.

(d) The first vacancy in a wireless provider representative position occurring after July 1, 2007, must be filled by appointment of a local exchange company representative. Until the appointment is made, there shall be only one local exchange company representative serving on the board, notwithstanding any other provision to the contrary.

(6) AUTHORITY OF THE BOARD; ANNUAL REPORT.--

(a) The board shall:

1. Administer the E911 fee.

2. Implement, maintain, and oversee the fund.

3. Review and oversee the disbursement of the revenues deposited into the fund as provided in s. 365.173.

a. The board may establish a schedule for implementing wireless E911 service by service area, and prioritize disbursements of revenues from the fund to providers and rural counties as

provided in s. 365.173(2)(d) and (g) pursuant to the schedule, in order to implement E911 services in the most efficient and cost-effective manner.

b. Revenues in the fund which have not been disbursed because sworn invoices as required by s. 365.173(2)(d) have not been submitted to the board may be used by the board as needed to provide grants to counties for the purpose of upgrading E911 systems. The counties must use the funds only for capital expenditures directly attributable to establishing and provisioning E911 services, which may include next-generation deployment. Prior to the distribution of grants, the board shall provide 90 days' written notice to all counties and publish electronically an approved application process. County grant applications shall be prioritized based on the availability of funds, current system life expectancy, system replacement needs, and Phase II compliance per the Federal Communications Commission. No grants will be available to any county for next-generation deployment until all counties are Phase II complete. The board shall take all actions within its authority to ensure that county recipients of such grants use these funds only for the purpose under which they have been provided and may take any actions within its authority to secure county repayment of grant revenues upon determination that the funds were not used for the purpose under which they were provided.

c. The board shall reimburse all costs of a wireless provider in accordance with s. 365.173(2)(d) before taking any action to transfer additional funds.

d. By September 1, 2007, the board shall authorize the transfer of up to $15 million to the counties from existing money within the fund established under s. 365.173(1). The money shall be disbursed equitably to all of the counties using a timeframe and distribution methodology established by the board before September 1, 2007, in order to prevent a loss to the counties in the ordinary and expected time value of money caused by any timing delay in remittance to the counties of wireline fees caused by the one-time transfer of collecting wireline fees by the counties to the board. All disbursements for this purpose must be returned to the fund from future remittances by the nonwireless category.

e. After taking the action required in sub-subparagraphs a.-d., the board may review and, with all members participating in the vote, adjust the percentage allocations or adjust the amount of the fee, or both, under paragraph (8)(h), and, if the board determines that the revenues in the wireless category exceed the amount needed to reimburse wireless providers for the cost to implement E911 services, the board may transfer revenue to the counties from the existing funds within the wireless category. The board shall disburse the funds equitably to all counties using a timeframe and distribution methodology established by the board.

4. Review documentation submitted by wireless providers which reflects current and projected funds derived from the fee, and the expenses incurred and expected to be incurred in order to comply with the E911 service requirements contained in the order for the purposes of:

a. Ensuring that wireless providers receive fair and equitable distributions of funds from the fund.

b. Ensuring that wireless providers are not provided disbursements from the fund which exceed the costs of providing E911 service, including the costs of complying with the order.

c. Ascertaining the projected costs of compliance with the requirements of the order and projected collections of the fee.

d. Implementing changes to the allocation percentages or adjusting the fee under paragraph (8)(i).

5. Meet monthly in the most efficient and cost-effective manner, including telephonically when practical, for the business to be conducted, to review and approve or reject, in whole or in part, applications submitted by wireless providers for recovery of moneys deposited into the wireless category, and to authorize the transfer of, and distribute, the fee allocation to the counties.

6. Hire and retain employees, which may include an independent executive director who shall possess experience in the area of telecommunications and emergency 911 issues, for the purposes of performing the technical and administrative functions for the board.

7. Make and enter into contracts, pursuant to chapter 287, and execute other instruments necessary or convenient for the exercise of the powers and functions of the board.

8. Sue and be sued, and appear and defend in all actions and proceedings, in its corporate name to the same extent as a natural person.

9. Adopt, use, and alter a common corporate seal.

10. Elect or appoint the officers and agents that are required by the affairs of the board.

11. The board may adopt rules under ss. 120.536(1) and 120.54 to implement this section and ss. 365.173 and 365.174.

12. Provide coordination, support, and technical assistance to counties to promote the deployment of advanced 911 and E911 systems in the state.

13. Provide coordination and support for educational opportunities related to E911 issues for the E911 community in this state.

14. Act as an advocate for issues related to E911 system functions, features, and operations to improve the delivery of E911 services to the residents of and visitors to this state.

15. Coordinate input from this state at national forums and associations, to ensure that policies related to E911 systems and services are consistent with the policies of the E911 community in this state.

16. Work cooperatively with the system director established in s. 365.171(5) to enhance the state of E911 services in this state and to provide unified leadership for all E911 issues through planning and coordination.

17. Do all acts and things necessary or convenient to carry out the powers granted in this section in a manner that is competitively and technologically neutral as to all voice communications services providers, including, but not limited to, consideration of emerging technology and related cost savings, while taking into account embedded costs in current systems.

18. Have the authority to secure the services of an independent, private attorney via invitation to bid, request for proposals, invitation to negotiate, or professional contracts for legal services already established at the Division of Purchasing of the Department of Management Services.

(b) Board members shall serve without compensation; however, members are entitled to per diem and travel expenses as provided in s. 112.061.

(c) By February 28 of each year, the board shall prepare a report for submission by the office to the Governor, the President of the Senate, and the Speaker of the House of Representatives which addresses for the immediately preceding calendar year:

1. The annual receipts, including the total amount of fee revenues collected by each provider, the total disbursements of money in the fund, including the amount of fund-reimbursed expenses incurred by each wireless provider to comply with the order, and the amount of moneys on deposit in the fund.

2. Whether the amount of the fee and the allocation percentages set forth in s. 365.173 have been or should be adjusted to comply with the requirements of the order or other provisions of this chapter, and the reasons for making or not making a recommended adjustment to the fee.

3. Any other issues related to providing E911 services.

4. The status of E911 services in this state.

(7) REQUEST FOR PROPOSALS FOR INDEPENDENT ACCOUNTING FIRM.--

(a) The board shall issue a request for proposals as provided in chapter 287 for the purpose of retaining an independent accounting firm. The independent accounting firm shall perform all material administrative and accounting tasks and functions required for administering the fee. The request for proposals must include, but need not be limited to:

1. A description of the scope and general requirements of the services requested.

2. A description of the specific accounting and reporting services required for administering the fund, including processing checks and distributing funds as directed by the board under s. 365.173.

3. A description of information to be provided by the proposer, including the proposer's background and qualifications and the proposed cost of the services to be provided.

(b) The board shall establish a committee to review requests for proposals which must include the statewide E911 system director designated under s. 365.171(5), or his or her designee, and two members of the board, one of whom is a county 911 coordinator and one of whom represents a voice communications services provider. The review committee shall review the proposals received by the board and recommend an independent accounting firm to the board for final selection. By agreeing to serve on the review committee, each member of the review committee shall verify that he or she does not have any interest or employment, directly or indirectly, with potential proposers which conflicts in any manner or degree with his or her performance on the committee.

(c) After July 1, 2004, the board may secure the services of an independent accounting firm via invitation to bid, request for proposals, invitation to negotiate, or professional contracts already established at the Division of Purchasing, Department of Management Services, for certified public accounting firms, or the board may hire and retain professional accounting staff to accomplish these functions.

(8) E911 FEE.--

(a) Each voice communications services provider shall collect the fee described in this subsection. Each provider, as part of its monthly billing process, shall bill the fee as follows. The fee shall not be assessed on any pay telephone in the state.

1. Each local exchange carrier shall bill the fee to the local exchange subscribers on a service-identifier basis, up to a maximum of 25 access lines per account bill rendered.

2. Except in the case of prepaid wireless service, each wireless provider shall bill the fee to a subscriber on a per-service-identifier basis for service identifiers whose primary place of use is within this state. Before July 1, 2009, the fee shall not be assessed on or collected from a provider with respect to an end user's service if that end user's service is a prepaid calling arrangement that is subject to s. 212.05(1)(e).

a. The board shall conduct a study to determine whether it is feasible to collect E911 fees from the sale of prepaid wireless service. If, based on the findings of the study, the board determines that a fee should not be collected from the sale of prepaid wireless service, it shall report its findings and recommendation to the Governor, the President of the Senate, and the Speaker of the House of Representatives by December 31, 2008. If the board determines that a fee should be collected from the sale of prepaid wireless service, the board shall collect the fee beginning July 1, 2009.

b. For purposes of this section, the term:

(I) "Prepaid wireless service" means the right to access telecommunications services that must be paid for in advance and is sold in predetermined units or dollars enabling the originator to make calls such that the number of units or dollars declines with use in a known amount.

(II) "Prepaid wireless service providers" includes those persons who sell prepaid wireless service regardless of its form, either as a retailer or reseller.

c. The study must include an evaluation of methods by which E911 fees may be collected from end users and purchasers of prepaid wireless service on an equitable, efficient, competitively neutral, and nondiscriminatory basis and must consider whether the collection of fees on prepaid wireless service would constitute an efficient use of public funds given the technological and practical considerations of collecting the fee based on the varying methodologies prepaid wireless service providers and their agents use in marketing prepaid wireless service.

d. The study must include a review and evaluation of the collection of E911 fees on prepaid wireless service at the point of sale within the state. This evaluation must be consistent with the collection principles of end user charges such as those in s. 212.05(1)(e).

e. No later than 90 days after this section becomes law, the board shall require all prepaid wireless service providers, including resellers, to provide the board with information that the board determines is necessary to discharge its duties under this section, including information necessary for its recommendation, such as total retail and reseller prepaid wireless service sales.

f. All subscriber information provided by a prepaid wireless service provider in response to a request from the board while conducting this study is subject to s. 365.174.

g. The study shall be conducted by an entity competent and knowledgeable in matters of state taxation policy if the board does not possess that expertise. The study must be paid from the

moneys distributed to the board for administrative purposes under s. 365.173(2)(f) but may not exceed $250,000.

3. All voice communications services providers not addressed under subparagraphs 1. and 2. shall bill the fee on a per-service-identifier basis for service identifiers whose primary place of use is within the state up to a maximum of 25 service identifiers for each account bill rendered.

The provider may list the fee as a separate entry on each bill, in which case the fee must be identified as a fee for E911 services. A provider shall remit the fee to the board only if the fee is paid by the subscriber. If a provider receives a partial payment for a monthly bill from a subscriber, the amount received shall first be applied to the payment due the provider for providing voice communications service.

(b) A provider is not obligated to take any legal action to enforce collection of the fees for which any subscriber is billed. A county subscribing to 911 service remains liable to the provider delivering the 911 service or equipment for any 911 service, equipment, operation, or maintenance charge owed by the county to the provider.

(c) For purposes of this section, the state and local governments are not subscribers.

(d) Each provider may retain 1 percent of the amount of the fees collected as reimbursement for the administrative costs incurred by the provider to bill, collect, and remit the fee. The remainder shall be delivered to the board and deposited by the board into the fund. The board shall distribute the remainder pursuant to s. 365.173.

(e) Effective September 1, 2007, voice communications services providers billing the fee to subscribers shall deliver revenues from the fee to the board within 60 days after the end of the month in which the fee was billed, together with a monthly report of the number of service identifiers in each county. Each wireless provider and other applicable provider identified in subparagraph (a)3. shall report the number of service identifiers for subscribers whose place of primary use is in each county. All provider subscriber information provided to the board is subject to s. 365.174. If a provider chooses to remit any fee amounts to the board before they are paid by the subscribers, a provider may apply to the board for a refund of, or may take a credit for, any such fees remitted to the board which are not collected by the provider within 6 months following the month in which the fees are charged off for federal income tax purposes as bad debt.

(f) The rate of the fee shall be set by the board after considering the factors set forth in paragraphs (h) and (i), but may not exceed 50 cents per month per each service identifier. The fee shall apply uniformly and be imposed throughout the state, except for those counties that, before July 1, 2007, had adopted an ordinance or resolution establishing a fee less than 50 cents per month per access line. In those counties the fee established by ordinance may be changed only to the uniform statewide rate no sooner than 30 days after notification is made by the county's board of county commissioners to the board.

(g) It is the intent of the Legislature that all revenue from the fee be used as specified in s. 365.173(2)(a)-(i).

(h) No later than November 1, 2007, the board may adjust the allocation percentages for distribution of the fund as provided in s. 365.173. When setting the percentages and contemplating any adjustments to the fee, the board shall consider the following:

1. The revenues currently allocated for wireless service provider costs for implementing E911 service and projected costs for implementing E911 service, including recurring costs for Phase I and Phase II and the effect of new technologies;

2. The appropriate level of funding needed to fund the rural grant program provided for in s. 365.173(2)(g); and

3. The need to fund statewide, regional, and county grants in accordance with sub-subparagraph (6)(a)3.b.

(i) The board may adjust the allocation percentages or adjust the amount of the fee, or both, if necessary to ensure full cost recovery or prevent overrecovery of costs incurred in the provision of E911 service, including costs incurred or projected to be incurred to comply with the order. Any new allocation percentages or reduced or increased fee may not be adjusted for 1 year. The fee may not exceed 50 cents per month per each service identifier. The board-established fee, and any board adjustment of the fee, shall be uniform throughout the state, except for the counties identified in paragraph (f). No less than 90 days before the effective date of any adjustment to the fee, the board shall provide written notice of the adjusted fee amount and effective date to each voice communications services provider from which the board is then receiving the fee.

(j) State and local taxes do not apply to the fee.

(k) A local government may not levy the fee or any additional fee on providers or subscribers for the provision of E911 service.

(l) For purposes of this section, the definitions contained in s. 202.11 and the provisions of s. 202.155 apply in the same manner and to the same extent as the definitions and provisions apply to the taxes levied under chapter 202 on mobile communications services.

(9) AUTHORIZED EXPENDITURES OF E911 FEE.--

(a) For purposes of this section, E911 service includes the functions of database management, call taking, location verification, and call transfer.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by this section. These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the Public Service Commission's lawfully approved 911 and E911 and related tariffs or the acquisition, installation, and maintenance of other E911 equipment, including call answering equipment, call transfer equipment, ANI controllers, ALI controllers, ANI displays, ALI displays, station instruments, E911 telecommunications systems, visual call information and storage devices, recording equipment, telephone devices and other equipment for the hearing impaired used in the E911 system, PSAP backup power systems, consoles, automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems, integrated CAD systems for that portion of the systems used for E911 call taking, network clocks, salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary and associated expenses for a county to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position and a staff assistant position per county for the portion of their time spent administrating the E911 system, training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls,

costs to train and educate PSAP employees regarding E911 service or E911 equipment, and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call-taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next-generation E911 equipment, and wireless E911 routing systems.

(c) The moneys may not be used to pay for any item not listed in this subsection, including, but not limited to, any capital or operational costs for emergency responses which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.

(10) LIABILITY OF COUNTIES.--A county subscribing to 911 service remains liable to the local exchange carrier for any 911 service, equipment, operation, or maintenance charge owed by the county to the local exchange carrier. As used in this subsection, the term "local exchange carrier" means a local exchange telecommunications service provider of 911 service or equipment to any county within its certificated area.

(11) INDEMNIFICATION AND LIMITATION OF LIABILITY.--Local governments are authorized to undertake to indemnify local exchange carriers against liability in accordance with the lawfully filed tariffs of the company. Notwithstanding an indemnification agreement, a voice communications services provider is not liable for damages resulting from or in connection with 911 or E911 service, or for identification of the telephone number, or address, or name associated with any person accessing 911 or E911 service, unless the voice communications services provider acted with malicious purpose or in a manner exhibiting wanton and willful disregard of the rights, safety, or property of a person when providing such services. A voice communications services provider is not liable for damages to any person resulting from or in connection with the provider's provision of any lawful assistance to any investigative or law enforcement officer of the United States, this state, or a political subdivision thereof, or of any other state or political subdivision thereof, in connection with any lawful investigation or other law enforcement activity by such law enforcement officer.

(12) FACILITATING E911 SERVICE IMPLEMENTATION.--To balance the public need for reliable E911 services through reliable wireless systems and the public interest served by governmental zoning and land development regulations and notwithstanding any other law or local ordinance to the contrary, the following standards shall apply to a local government's actions, as a regulatory body, in the regulation of the placement, construction, or modification of a wireless communications facility. This subsection shall not, however, be construed to waive or alter the provisions of s. 286.011 or s. 286.0115. For the purposes of this subsection only, "local government" shall mean any municipality or county and any agency of a municipality or county only. The term "local government" does not, however, include any airport, as defined by s. 330.27(2), even if it is owned or controlled by or through a municipality, county, or agency of a municipality or county. Further, notwithstanding anything in this section to the contrary, this subsection does not apply to or control a local government's actions as a property or structure owner in the use of any property or structure owned by such entity for the placement, construction, or modification of wireless communications facilities. In the use of property or structures owned by the local government, however, a local government may not use its regulatory authority so as to avoid compliance with, or in a manner that does not advance, the provisions of this subsection.

(a) Collocation among wireless providers is encouraged by the state.

1.a. Collocations on towers, including nonconforming towers, that meet the requirements in sub-sub-subparagraphs (I), (II), and (III), are subject to only building permit review, which may include a review for compliance with this subparagraph. Such collocations are not subject to any design or placement requirements of the local government's land development regulations in effect at the time of the collocation that are more restrictive than those in effect at the time of the initial antennae placement approval, to any other portion of the land development regulations, or to public hearing review. This sub-subparagraph shall not preclude a public hearing for any appeal of the decision on the collocation application.

(I) The collocation does not increase the height of the tower to which the antennae are to be attached, measured to the highest point of any part of the tower or any existing antenna attached to the tower;

(II) The collocation does not increase the ground space area, commonly known as the compound, approved in the site plan for equipment enclosures and ancillary facilities; and

(III) The collocation consists of antennae, equipment enclosures, and ancillary facilities that are of a design and configuration consistent with all applicable regulations, restrictions, or conditions, if any, applied to the initial antennae placed on the tower and to its accompanying equipment enclosures and ancillary facilities and, if applicable, applied to the tower supporting the antennae. Such regulations may include the design and aesthetic requirements, but not procedural requirements, other than those authorized by this section, of the local government's land development regulations in effect at the time the initial antennae placement was approved.

b. Except for a historic building, structure, site, object, or district, or a tower included in sub-subparagraph a., collocations on all other existing structures that meet the requirements in sub-sub-subparagraphs (I)-(IV) shall be subject to no more than building permit review, and an administrative review for compliance with this subparagraph. Such collocations are not subject to any portion of the local government's land development regulations not addressed herein, or to public hearing review. This sub-subparagraph shall not preclude a public hearing for any appeal of the decision on the collocation application.

(I) The collocation does not increase the height of the existing structure to which the antennae are to be attached, measured to the highest point of any part of the structure or any existing antenna attached to the structure;

(II) The collocation does not increase the ground space area, otherwise known as the compound, if any, approved in the site plan for equipment enclosures and ancillary facilities;

(III) The collocation consists of antennae, equipment enclosures, and ancillary facilities that are of a design and configuration consistent with any applicable structural or aesthetic design requirements and any requirements for location on the structure, but not prohibitions or restrictions on the placement of additional collocations on the existing structure or procedural requirements, other than those authorized by this section, of the local government's land development regulations in effect at the time of the collocation application; and

(IV) The collocation consists of antennae, equipment enclosures, and ancillary facilities that are of a design and configuration consistent with all applicable restrictions or conditions, if any, that do not conflict with sub-sub-subparagraph (III) and were applied to the initial antennae placed on the structure and to its accompanying equipment enclosures and ancillary facilities and, if applicable, applied to the structure supporting the antennae.

c. Regulations, restrictions, conditions, or permits of the local government, acting in its regulatory capacity, that limit the number of collocations or require review processes inconsistent with this subsection shall not apply to collocations addressed in this subparagraph.

d. If only a portion of the collocation does not meet the requirements of this subparagraph, such as an increase in the height of the proposed antennae over the existing structure height or a proposal to expand the ground space approved in the site plan for the equipment enclosure, where all other portions of the collocation meet the requirements of this subparagraph, that portion of the collocation only may be reviewed under the local government's regulations applicable to an initial placement of that portion of the facility, including, but not limited to, its land development regulations, and within the review timeframes of subparagraph (d)2., and the rest of the collocation shall be reviewed in accordance with this subparagraph. A collocation proposal under this subparagraph that increases the ground space area, otherwise known as the compound, approved in the original site plan for equipment enclosures and ancillary facilities by no more than a cumulative amount of 400 square feet or 50 percent of the original compound size, whichever is greater, shall, however, require no more than administrative review for compliance with the local government's regulations, including, but not limited to, land development regulations review, and building permit review, with no public hearing review. This sub-subparagraph shall not preclude a public hearing for any appeal of the decision on the collocation application.

2. If a collocation does not meet the requirements of subparagraph 1., the local government may review the application under the local government's regulations, including, but not limited to, land development regulations, applicable to the placement of initial antennae and their accompanying equipment enclosure and ancillary facilities.

3. If a collocation meets the requirements of subparagraph 1., the collocation shall not be considered a modification to an existing structure or an impermissible modification of a nonconforming structure.

4. The owner of the existing tower on which the proposed antennae are to be collocated shall remain responsible for compliance with any applicable condition or requirement of a permit or agreement, or any applicable condition or requirement of the land development regulations to which the existing tower had to comply at the time the tower was permitted, including any aesthetic requirements, provided the condition or requirement is not inconsistent with this paragraph.

5. An existing tower, including a nonconforming tower, may be structurally modified in order to permit collocation or may be replaced through no more than administrative review and building permit review, and is not subject to public hearing review, if the overall height of the tower is not increased and, if a replacement, the replacement tower is a monopole tower or, if the existing tower is a camouflaged tower, the replacement tower is a like-camouflaged tower. This subparagraph shall not preclude a public hearing for any appeal of the decision on the application.

(b)1. A local government's land development and construction regulations for wireless communications facilities and the local government's review of an application for the placement, construction, or modification of a wireless communications facility shall only address land development or zoning issues. In such local government regulations or review, the local government may not require information on or evaluate a wireless provider's business decisions about its service, customer demand for its service, or quality of its service to or from a particular area or site, unless the wireless provider voluntarily offers this information to the local government. In such local government regulations or review, a local government may not require information on or evaluate the wireless provider's designed service unless the

information or materials are directly related to an identified land development or zoning issue or unless the wireless provider voluntarily offers the information. Information or materials directly related to an identified land development or zoning issue may include, but are not limited to, evidence that no existing structure can reasonably be used for the antennae placement instead of the construction of a new tower, that residential areas cannot be served from outside the residential area, as addressed in subparagraph 3., or that the proposed height of a new tower or initial antennae placement or a proposed height increase of a modified tower, replacement tower, or collocation is necessary to provide the provider's designed service. Nothing in this paragraph shall limit the local government from reviewing any applicable land development or zoning issue addressed in its adopted regulations that does not conflict with this section, including, but not limited to, aesthetics, landscaping, land use based location priorities, structural design, and setbacks.

2. Any setback or distance separation required of a tower may not exceed the minimum distance necessary, as determined by the local government, to satisfy the structural safety or aesthetic concerns that are to be protected by the setback or distance separation.

3. A local government may exclude the placement of wireless communications facilities in a residential area or residential zoning district but only in a manner that does not constitute an actual or effective prohibition of the provider's service in that residential area or zoning district. If a wireless provider demonstrates to the satisfaction of the local government that the provider cannot reasonably provide its service to the residential area or zone from outside the residential area or zone, the municipality or county and provider shall cooperate to determine an appropriate location for a wireless communications facility of an appropriate design within the residential area or zone. The local government may require that the wireless provider reimburse the reasonable costs incurred by the local government for this cooperative determination. An application for such cooperative determination shall not be considered an application under paragraph (d).

4. A local government may impose a reasonable fee on applications to place, construct, or modify a wireless communications facility only if a similar fee is imposed on applicants seeking other similar types of zoning, land use, or building permit review. A local government may impose fees for the review of applications for wireless communications facilities by consultants or experts who conduct code compliance review for the local government but any fee is limited to specifically identified reasonable expenses incurred in the review. A local government may impose reasonable surety requirements to ensure the removal of wireless communications facilities that are no longer being used.

5. A local government may impose design requirements, such as requirements for designing towers to support collocation or aesthetic requirements, except as otherwise limited in this section, but shall not impose or require information on compliance with building code type standards for the construction or modification of wireless communications facilities beyond those adopted by the local government under chapter 553 and that apply to all similar types of construction.

(c) Local governments may not require wireless providers to provide evidence of a wireless communications facility's compliance with federal regulations, except evidence of compliance with applicable Federal Aviation Administration requirements under 14 C.F.R. s. 77, as amended, and evidence of proper Federal Communications Commission licensure, or other evidence of Federal Communications Commission authorized spectrum use, but may request the Federal Communications Commission to provide information as to a wireless provider's compliance with federal regulations, as authorized by federal law.

(d)1. A local government shall grant or deny each properly completed application for a collocation under subparagraph (a)1. based on the application's compliance with the local government's applicable regulations, as provided for in subparagraph (a)1. and consistent with this subsection, and within the normal timeframe for a similar building permit review but in no case later than 45 business days after the date the application is determined to be properly completed in accordance with this paragraph.

2. A local government shall grant or deny each properly completed application for any other wireless communications facility based on the application's compliance with the local government's applicable regulations, including but not limited to land development regulations, consistent with this subsection and within the normal timeframe for a similar type review but in no case later than 90 business days after the date the application is determined to be properly completed in accordance with this paragraph.

3.a. An application is deemed submitted or resubmitted on the date the application is received by the local government. If the local government does not notify the applicant in writing that the application is not completed in compliance with the local government's regulations within 20 business days after the date the application is initially submitted or additional information resubmitted, the application is deemed, for administrative purposes only, to be properly completed and properly submitted. However, the determination shall not be deemed as an approval of the application. If the application is not completed in compliance with the local government's regulations, the local government shall so notify the applicant in writing and the notification must indicate with specificity any deficiencies in the required documents or deficiencies in the content of the required documents which, if cured, make the application properly completed. Upon resubmission of information to cure the stated deficiencies, the local government shall notify the applicant, in writing, within the normal timeframes of review, but in no case longer than 20 business days after the additional information is submitted, of any remaining deficiencies that must be cured. Deficiencies in document type or content not specified by the local government do not make the application incomplete. Notwithstanding this sub-subparagraph, if a specified deficiency is not properly cured when the applicant resubmits its application to comply with the notice of deficiencies, the local government may continue to request the information until such time as the specified deficiency is cured. The local government may establish reasonable timeframes within which the required information to cure the application deficiency is to be provided or the application will be considered withdrawn or closed.

b. If the local government fails to grant or deny a properly completed application for a wireless communications facility within the timeframes set forth in this paragraph, the application shall be deemed automatically approved and the applicant may proceed with placement of the facilities without interference or penalty. The timeframes specified in subparagraph 2. may be extended only to the extent that the application has not been granted or denied because the local government's procedures generally applicable to all other similar types of applications require action by the governing body and such action has not taken place within the timeframes specified in subparagraph 2. Under such circumstances, the local government must act to either grant or deny the application at its next regularly scheduled meeting or, otherwise, the application is deemed to be automatically approved.

c. To be effective, a waiver of the timeframes set forth in this paragraph must be voluntarily agreed to by the applicant and the local government. A local government may request, but not require, a waiver of the timeframes by the applicant, except that, with respect to a specific application, a one-time waiver may be required in the case of a declared local, state, or federal emergency that directly affects the administration of all permitting activities of the local government.

(e) The replacement of or modification to a wireless communications facility, except a tower, that results in a wireless communications facility not readily discernibly different in size, type, and appearance when viewed from ground level from surrounding properties, and the replacement or modification of equipment that is not visible from surrounding properties, all as reasonably determined by the local government, are subject to no more than applicable building permit review.

(f) Any other law to the contrary notwithstanding, the Department of Management Services shall negotiate, in the name of the state, leases for wireless communications facilities that provide access to state government-owned property not acquired for transportation purposes, and the Department of Transportation shall negotiate, in the name of the state, leases for wireless communications facilities that provide access to property acquired for state rights-of-way. On property acquired for transportation purposes, leases shall be granted in accordance with s. 337.251. On other state government-owned property, leases shall be granted on a space available, first-come, first-served basis. Payments required by state government under a lease must be reasonable and must reflect the market rate for the use of the state government-owned property. The Department of Management Services and the Department of Transportation are authorized to adopt rules for the terms and conditions and granting of any such leases.

(g) If any person adversely affected by any action, or failure to act, or regulation, or requirement of a local government in the review or regulation of the wireless communication facilities files an appeal or brings an appropriate action in a court or venue of competent jurisdiction, following the exhaustion of all administrative remedies, the matter shall be considered on an expedited basis.

(13) MISUSE OF 911 OR E911 SYSTEM; PENALTY.--911 and E911 service must be used solely for emergency communications by the public. Any person who accesses the number 911 for the purpose of making a false alarm or complaint or reporting false information that could result in the emergency response of any public safety agency; any person who knowingly uses or attempts to use such service for a purpose other than obtaining public safety assistance; or any person who knowingly uses or attempts to use such service in an effort to avoid any charge for service, commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. After being convicted of unauthorized use of such service four times, a person who continues to engage in such unauthorized use commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. In addition, if the value of the service or the service charge obtained in a manner prohibited by this subsection exceeds $100, the person committing the offense commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(14) STATE LAW NOT PREEMPTED.--This section and ss. 365.173 and 365.174 do not alter any state law that otherwise regulates voice communications services providers.

History.--s. 1, ch. 99-367; s. 2, ch. 2001-133; s. 7, ch. 2002-48; s. 19, ch. 2003-32; s. 1, ch. 2003-182; s. 4, ch. 2005-171; s. 2, ch. 2007-78.

[1]**Note.**--Section 14, ch. 2007-105, provides that "[u]nless otherwise specified in this act, the Department of Management Services, established in s. 20.22, Florida Statutes, shall assume the duties and responsibilities of the State Technology Office as set forth in ss. 215.322(2), 282.102, 282.103, 282.104, 282.105, 282.106, 282.107, 282.1095, 282.111, 282.21, 282.22, 288.1092, 288.1093, 365.171, 365.172, and 365.173, Florida Statutes."

[1]365.173 Emergency Communications Number E911 System Fund.--

(1) All revenues derived from the fee levied on subscribers under s. 365.172 must be paid by the board into the State Treasury on or before the 15th day of each month. Such moneys must be accounted for in a special fund to be designated as the Emergency Communications Number E911 System Fund, a fund created in the Technology Program, or other office as designated by the Secretary of Management Services, and, for accounting purposes, must be segregated into two separate categories:

(a) The wireless category; and

(b) The nonwireless category.

All moneys must be invested by the Chief Financial Officer pursuant to s. 17.61. All moneys in such fund are to be expended by the office for the purposes provided in this section and s. 365.172. These funds are not subject to s. 215.20.

(2) As determined by the board pursuant to s. 365.172(8)(h), and subject to any modifications approved by the board pursuant to s. 365.172(6)(a)3. or (8)(i), the moneys in the fund shall be distributed and used only as follows:

(a) Sixty-seven percent of the moneys in the wireless category shall be distributed each month to counties, based on the total number of service identifiers in each county, and shall be used exclusively for payment of:

1. Authorized expenditures, as specified in s. 365.172(9).

2. Costs to comply with the requirements for E911 service contained in the order and any future rules related to the order.

(b) Ninety-seven percent of the moneys in the nonwireless category shall be distributed each month to counties based on the total number of service identifiers in each county and shall be used exclusively for payment of authorized expenditures, as specified in s. 365.172(9).

(c) Any county that receives funds under paragraphs (a) and (b) shall establish a fund to be used exclusively for the receipt and expenditure of the revenues collected under paragraphs (a) and (b). All fees placed in the fund and any interest accrued shall be used solely for costs described in subparagraphs (a)1. and 2. The money collected and interest earned in this fund shall be appropriated for these purposes by the county commissioners and incorporated into the annual county budget. The fund shall be included within the financial audit performed in accordance with s. 218.39. A county may carry forward up to 20 percent of the total funds disbursed to the county by the board during a calendar year for expenditures for capital outlay, capital improvements, or equipment replacement, if such expenditures are made for the purposes specified in subparagraphs (a)1. and 2.; however, the 20-percent limitation does not apply to funds disbursed to a county under s. 365.172(6)(a)3., and a county may carry forward any percentage of the funds, except that any grant provided shall continue to be subject to any condition imposed by the board. In order to prevent an excess recovery of costs incurred in providing E911 service, a county that receives funds greater than the permissible E911 costs described in s. 365.172(9), including the 20 percent carryforward allowance, must return the excess funds to the E911 board to be allocated under s. 365.172(6)(a).

(d) Thirty percent of the moneys in the wireless category shall be distributed to wireless providers in response to sworn invoices submitted to the board by wireless providers to

reimburse such wireless providers for the actual costs incurred to provide 911 or E911 service, including the costs of complying with the order. Such costs include costs and expenses incurred by wireless providers to design, purchase, lease, program, install, test, upgrade, operate, and maintain all necessary data, hardware, and software required to provide E911 service. Each wireless provider shall submit to the board, by August 1 of each year, a detailed estimate of the capital and operating expenses for which it anticipates that it will seek reimbursement under this paragraph during the ensuing state fiscal year. In order to be eligible for recovery during any ensuing state fiscal year, a wireless provider must submit all sworn invoices for allowable purchases made within the previous calendar year no later than March 31 of the fiscal year. By September 15 of each year, the board shall submit to the Legislature its legislative budget request for funds to be allocated to wireless providers under this paragraph during the ensuing state fiscal year. The budget request shall be based on the information submitted by the wireless providers and estimated surcharge revenues. Distributions of moneys in the fund by the board to wireless providers must be fair and nondiscriminatory. If the total amount of moneys requested by wireless providers pursuant to invoices submitted to the board and approved for payment exceeds the amount in the fund in any month, wireless providers that have invoices approved for payment shall receive a pro rata share of moneys in the fund and the balance of the payments shall be carried over to the following month or months until all of the approved payments are made. The board may adopt rules necessary to address the manner in which pro rata distributions are made when the total amount of funds requested by wireless providers pursuant to invoices submitted to the board exceeds the total amount of moneys on deposit in the fund.

(e) Notwithstanding paragraphs (a) and (d), the amount of money that remained in the wireless 911 system fund on December 31, 2006, must be disbursed to wireless providers for the recovery of allowable costs incurred in previous years ending December 31, 2006, and in accordance with paragraph (d). In order to be eligible for recovered costs incurred under paragraph (d), a wireless provider must submit sworn invoices to the board by December 31, 2007. The board must disburse the designated funds in the wireless 911 system fund on or after January 1, 2008.

(f) One percent of the moneys in the fund shall be retained by the board to be applied to costs and expenses incurred for the purposes of managing, administering, and overseeing the receipts and disbursements from the fund and other activities as defined in s. 365.172(6). Any funds retained for such purposes in a calendar year which are not applied to such costs and expenses by March 31 of the following year shall be redistributed as determined by the board.

(g) Two percent of the moneys in the fund shall be used to make monthly distributions to rural counties for the purpose of providing facilities and network and service enhancements and assistance for the 911 or E911 systems operated by rural counties and for the provision of grants by the office to rural counties for upgrading and replacing E911 systems.

(h) By September 1, 2007, up to $15 million of the existing 911 system fund shall be available for distribution by the board to the counties in order to prevent a loss in the ordinary and expected time value of money caused by any timing delay in remittance to the counties of wireline fees caused by the one-time transfer of collecting wireline fees by the counties to the board. All disbursements for this purpose must be returned to the fund from the future remittance by the nonwireless category.

(i) If the wireless category has funds remaining in it on December 31 after disbursements have been made during the calendar year immediately prior to December 31, the board may disburse the excess funds in the wireless category in accordance with s. 365.172(6)(a)3.b.

The Legislature recognizes that the fee authorized under s. 365.172 may not necessarily

provide the total funding required for establishing or providing the E911 service. It is the intent of the Legislature that all revenue from the fee be used as specified in this subsection.

(3) The Auditor General shall annually audit the fund to ensure that moneys in the fund are being managed in accordance with this section and s. 365.172. The Auditor General shall provide a report of the annual audit to the board.

History.--s. 1, ch. 99-203; s. 50, ch. 2000-158; s. 3, ch. 2001-133; s. 2, ch. 2003-182; s. 379, ch. 2003-261; s. 5, ch. 2005-171; s. 1, ch. 2007-79.

[1]**Note.**--Section 14, ch. 2007-105, provides that "[u]nless otherwise specified in this act, the Department of Management Services, established in s. 20.22, Florida Statutes, shall assume the duties and responsibilities of the State Technology Office as set forth in ss. 215.322(2), 282.102, 282.103, 282.104, 282.105, 282.106, 282.107, 282.1095, 282.111, 282.21, 282.22, 288.1092, 288.1093, 365.171, 365.172, and 365.173, Florida Statutes."

365.174 Proprietary confidential business information.--

(1) All proprietary confidential business information submitted by a provider to the board or the office, including the name and billing or service addresses of service subscribers, and trade secrets as defined by s. 812.081, is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. Statistical abstracts of information collected by the board or the office may be released or published, but only in a manner that does not identify or allow identification of subscribers or their service numbers or of revenues attributable to any provider.

(2) As used in this section, the term "proprietary confidential business information" means customer lists, customer numbers, individual or aggregate customer data by location, usage and capacity data, network facilities used to serve subscribers, technology descriptions, technical information, or trade secrets, including trade secrets as defined in s. 812.081, and the actual or developmental costs of E911 systems that are developed, produced, or received internally by a provider or by a provider's employees, directors, officers, or agents.

History.--s. 1, ch. 99-202; s. 4, ch. 2001-133; s. 1, ch. 2004-48.

365.175 Emergency telephone number 911 private branch exchange-private switch automatic location identification.--

(1) DEFINITIONS.--As used in this section, the term:

(a) "Automatic location identification" or "ALI" means the automatic display at the Public Safety Answering Point (PSAP) of the caller's telephone number, the address or location of the telephone, and supplementary emergency services information.

(b) "Automatic location identification retrieval" or "ALI retrieval" means the process of querying the 911 database for ALI records.

(c) "Automatic number identification" or "ANI" means the telephone number associated with the access line from which a call originates.

(d) "Private branch exchange" or "PBX" means a private telephone system that is connected to the Public Switched Telephone Network (PSTN).

(e) "Private switch ALI" or "PSA" means a service option which provides enhanced 911 features for telephone stations behind private switches, e.g., PBX's.

(2) REQUIRED ALI CAPABILITY.--Each PBX system installed after January 1, 2004, must be capable of providing automatic location identification to the station level.

RESPONSES TO REQUEST FOR PRODUCTION OF DOCUMENTS

9. **Please identify and provide a copy of any documents that support Embarq's response to Interrogatory No. 13.**

Response: There are no documents responsive to this request.

10. **Please identify and provide a copy of any documents that support Embarq's response to Interrogatory No. 14.**

Response: There are no documents responsive to this request.

11. **Please identify and provide a copy of any FCC orders that support Embarq's response to Interrogatory No. 15.**

Response: Two FCC orders are provided. The first is the King County Reconsideration Order (FCC 02-146) that is referenced in Mr. Maples' testimony. The VoIP 911 Order (FCC 05-116) is also attached as it established the FCC's definition of the Wireline E911 Network, which is integral to this discussion.

12. **Please identify and provide a copy of any documents that support Embarq's response to Interrogatory No. 16.**

Response: There are no documents responsive to this request.

13. **Please identify and provide a copy of any documents that support Embarq's response to Interrogatory No. 17.**

Response: There are no documents responsive to this request.

14. **Please identify and provide a copy of any documents that support Embarq's response to Interrogatory No. 20.**

Response: There are no documents responsive to this request.

15. **Please identify and provide a copy of any documents that support Embarq's response to Interrogatory No. 21.**

Response: There are no documents responsive to this request.

16. **Please identify and provide a copy of any documents that support Embarq's response to Interrogatory No. 23.**

Response: There are no documents responsive to this request.

17. **Please identify and provide a copy of any documents that support Embarq's response to Interrogatory No. 25.**

Response: There are no documents responsive to this request.

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Before the
Federal Communications Commission
Washington, D.C. 20554

In the matter of	)	
	)	
Revision of the Commission's Rules To Ensure Compatibility with Enhanced 911 Emergency Calling Systems	)	CC Docket No. 94-102
	)	
	)	
Request of King County, Washington	)	
	)	
	)	

ORDER ON RECONSIDERATION

Adopted: May 14, 2002 **Released: July 24, 2002**

By the Commission: Commissioner Copps issuing a statement.

I. INTRODUCTION

1. In May 2001, the Wireless Telecommunications Bureau (Bureau) issued a decision identifying the 911 Selective Router as the demarcation point for allocating Enhanced 911 (E911) implementation costs between wireless carriers and Public Safety Answering Points (PSAPs), in those instances where the parties cannot agree on the appropriate demarcation point.[1] In response to a Petition for Reconsideration, the Commission hereby affirms the Bureau's decision. We find that the cost-allocation point for E911 implementation should be that point at which the system identifies the appropriate PSAP and distributes the voice call and location data to that PSAP. We also find that clarifying the demarcation point for E911 cost allocations will expedite the roll-out of wireless E911 services by helping to eliminate a major source of disagreement between the parties so as to facilitate the negotiation process.

II. BACKGROUND

2. The Commission initially required that a cost recovery mechanism be in place for both the wireless carrier and the PSAP before the carrier would be obligated to deliver E911 service.[2] In the *E911 Second Memorandum Opinion and Order,* the Commission found that disputes about cost recovery had become a significant impediment to the implementation of E911 Phase I and eliminated the carrier cost-recovery requirement, but not the PSAP cost-recovery requirement.[3] On May 25, 2000, the King County,

[1] *See* Letter from Thomas J. Sugrue, Chief, Wireless Telecommunications Bureau, to Marlys R. Davis, E911 Program Manager, Department of Information and Administrative Services, King County, Washington (May 7, 2001)(*King County Letter*).

[2] *See* Revision of the Commission's Rules To Ensure Compatibility with Enhanced 911 Emergency Calling Systems, CC Docket No. 94-102, *Report and Order and Further Notice of Proposed Rulemaking,* 11 FCC Rcd 18676, 18692-97, paras. 29-42, (1996)(*E911 First Report and Order).*

[3] *See* Revision of the Commission's Rules To Ensure Compatibility with Enhanced 911 Emergency Calling Systems, CC Docket No. 94-102, *Second Memorandum Opinion and Order,* 14 FCC Rcd 20850 (1999)(*E911 Second Memorandum Opinion and Order).* In consequence, a carrier's obligation to provide E911 service is

(continued....)

Washington E911 Program Office filed a request with the Bureau for assistance in resolving a conflict related to the implementation of wireless E911 Phase I service in Washington State. Specifically, King County inquired whether the funding of Phase I network and database components, and the interface of these components with the existing E911 system, is the responsibility of the wireless carrier or the PSAP.[4]

3. In its response to King County's request, the Bureau determined that, in the absence of an agreement to the contrary between the parties, the 911 Selective Router serves as the demarcation point for allocating E911 implementation costs. However, the Bureau emphasized that "the Commission continues to favor negotiation between the parties as the most efficacious and efficient means for resolving disputes regarding cost allocations for implementing Phase I."[5] Noting that a variety of situations exists in approximately 6,000 PSAPs across the nation, including differences in state laws, the configuration and technical sophistication of existing network components used to provide E911 service, and agreements between carriers and PSAPs, the Bureau observed that the application of "a uniform federal mandate that prevents the relevant stakeholders from reaching other, mutually-acceptable arrangements" should be avoided unless, as ultimately proved to be the case in the Bureau's dealings with wireless carriers and PSAPs in King County,[6] the parties are unable to resolve the dispute.

4. The Bureau identified the 911 Selective Router as the demarcation point for allocating E911 costs based on the language of section 20.18(d) and the nature and configuration of the existing network components used to provide wireline E911service. The Bureau explained that, in order for a wireless carrier to satisfy its obligation under section 20.18(d) to provide Phase I information to the PSAP, the carrier must deliver that information to the equipment in the existing 911 system that "analyzes and distributes it" – the 911 Selective Router.[7] The Bureau's conclusion on the cost allocation issue states as follows:[8]

> [T]he proper demarcation point for allocating costs between the wireless carriers and the PSAPs is the input to the 911 Selective Router maintained by the Incumbent Local Exchange Carrier

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presently contingent upon the carrier's receipt of a valid request from a PSAP that is capable of receiving and utilizing the data elements associated with the service and for which a mechanism for the recovery of such PSAP's E911 costs is presently in place. *See* 47 C.F.R. 20.18(d); *see also City of Richardson*, in which the Commission established readiness criteria for determining the validity of a PSAP's request under section 20.18(j) of its rules, based on the parties' respective obligations for the implementation of Phase I as set forth in the *King County Letter*. *See* Revision of the Commission's Rules To Ensure Compatibility with Enhanced 911 Emergency Calling Systems, CC Docket No. 94-102, *Order*, FCC 01-293, rel. Oct. 17, 2001, at n.28 (*City of Richardson*).

[4] Letter from Marlys Davis, E-911 Program Manager, King County E-911 Program Office, Department of Information and Administrative Services, to Thomas J. Sugrue, Chief, Wireless Telecommunications Bureau, FCC, CC Docket No. 94-102 (filed May 25, 2000)(*King County Request*). On August 16, 2000, the Bureau put this request out for public comment. *See* Wireless Telecommunications Bureau Seeks Comment on Phase I E911 Implementation Issues, *Public Notice*, CC Docket No. 94-102, DA 00-1875 (August 16, 2000)(*First Public Notice*). PSAPs and other public safety organizations asserted that the appropriate demarcation point for allocating responsibility and associated costs between wireless carriers and PSAPs should be the 911 Selective Router maintained by the Incumbent Local Exchange Carrier (ILEC). A majority of wireless service providers, on the other hand, contended that the appropriate demarcation point should be the carrier's Mobile Switching Center (MSC).

[5] *King County Letter* at 3.

[6] The Bureau noted in the *King County Letter* that it had "spent considerable time in discussions and multiple face-to-face meetings with the parties involved attempting to help them reach agreement." *Id.* at 3.

[7] *Id.* at 4.

[8] *Id.* at 1.

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(ILEC). Thus, under section 20.18(d) of the Commission's regulations governing Enhanced 911 Service (E911), wireless carriers are responsible for the costs of all hardware and software components and functionalities that precede the 911 Selective Router, including the trunk from the carrier's Mobile Switching Center (MSC) to the 911 Selective Router, and the particular databases, interface devices, and trunk lines that may be needed to implement the Non-Call Path Associated Signaling and Hybrid Call Path Associated Signaling methodologies for delivering E911 Phase I data to the PSAP. PSAPs, on the other hand, must bear the costs of maintaining and/or upgrading the E911 components and functionalities beyond the input to the 911 Selective Router, including the 911 Selective Router itself, the trunks between the 911 Selective Router and the PSAP, the Automatic Location Identification (ALI) database, and the PSAP customer premises equipment (CPE).

5. On June 6, 2001, Verizon Wireless, VoiceStream Wireless Corporation, Qwest Wireless, LLC, and Nextel Communications, Inc. (Petitioners or Joint Petitioners) jointly filed a Petition for Reconsideration requesting that the Bureau reconsider its determination that the cost-allocation demarcation point is the input to the 911 Selective Router and find, instead, that the proper demarcation point is the output of the wireless carrier's MSC.[9] The Joint Petitioners challenge the Bureau's decision on procedural, as well as substantive, grounds. With respect to the latter, they argue that the decision: (1) violates and renders superfluous the regulatory language of section 20.18(j);[10] (2) deviates from the cost allocation for Wireline E911 and discriminates unlawfully against wireless carriers *vis-a-vis* wireline carriers; (3) is based on an erroneous assumption that the network components used to provide wireline E911 service do not include the trunkline from the MSC to the 911 Selective Router; and (4) ignores long-standing cost causer principles and state law. Procedurally, the Joint Petitioners argue that (1) the decision exceeds the Bureau's delegated authority because it contravenes Commission rules, policy and precedent; (2) the scope of the inquiry and conclusion reached require a notice and comment rulemaking proceeding under the Administrative Procedure Act (APA);[11] (3) the decision ignores significant carrier comments contained in the record compiled in response to the *First Public Notice*;[12] and (4) King County's request should have been dismissed as an untimely request for reconsideration and an impermissible collateral attack on the Commission's decisions in earlier E911 orders.

III. DISCUSSION

6. As indicated, the Joint Petitioners have raised both substantive and procedural challenges to the Bureau's decision on the E911 cost allocation issue. We will address first the substantive arguments, then the procedural arguments, identified above.

A. Substantive Arguments

7. *Section 20.18 and Related Commission Orders.* We reject Joint Petitioners' arguments that the Bureau's designation of the 911 Selective Router as the cost-allocation demarcation point contravenes the regulatory language of section 20.18(j) and portions of related Commission Orders and that it constitutes a new, Bureau-created policy at variance with the Commission's rules and previous orders.[13]

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[9] Revision of the Commission's Rules To Ensure Compatibility with Enhanced 911 Emergency Calling Systems, CC Docket No. 94-102, Petition for Reconsideration, filed June 16, 2001. (*Petition for Reconsideration*).

[10] 47 C.F.R. 20.18(j).

[11] 5 U.S.C. section 553(b) and (c).

[12] *See* ftn. 4, *supra.*

[13] Petition for Reconsideration at 8-15. *See also* Cal-One Comments at 8-9, CenturyTel Comments at 2-3, Dobson Comments at 3-4, Joint Petitioners' Reply Comments at 6-7.

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Both sections 20.18(d) and 20.18(j) are ambiguous regarding the specific respective responsibilities of the parties in implementing Wireless E911 service. Section 20.18(d), *Phase I enhanced 911 services*, states as follows in subparagraph (1):[14]

> (1) As of April 1, 1998, or within six months of a request by the designated Public Safety Answering Point as set forth in paragraph (j) of this section, whichever is later, licensees subject to this section must provide the telephone number of the originator of a 911 call and the location of the cell site or base station receiving a 911 call from any mobile handset accessing their systems to the designated Public Safety Answering Point through the use of ANI and Pseudo-ANI.

Section 20.18(j), *Conditions for enhanced 911 services*, states as follows with respect to PSAPs' responsibilities:[15]

> The requirements set forth in paragraphs (d) through (h) [Phase I and Phase II requirements] of this section shall be applicable only if the administrator of the designated Public Safety Answering Point has requested the services required under those paragraphs and is capable of receiving and utilizing the data elements associated with the service, and a mechanism for recovering the Public Safety Answering Point's costs of the enhanced 911 service is in place.

We find that neither section 20.18(d) nor section 20.18(j) clearly specifies to what point in the 911 network the carrier must bring the required data or at what point in the 911 network the PSAP must be capable of receiving and utilizing that data.

8. We also find that the Bureau correctly interpreted these regulatory provisions, in light of the nature and configuration of the existing network components used to provide wireline E911service, by determining that the analysis of the Phase I data to determine which PSAP should respond to the call and the distribution of that call to the proper PSAP are central to a wireless carrier's obligation to "provide" emergency wireless E911 services. Because it is the 911 Selective Router that performs these functions, the Bureau rightly determined that a wireless carrier must deliver the Phase I data to the 911 Selective Router in order to fulfill its obligations under section 20.18(d).[16] This is the case whether a Non-Call Associated Signaling (NCAS) technology, a Call Associated Signaling (CAS) technology, or a Hybrid CAS technology is employed for implementing Phase I.[17] Thus, we agree with the Bureau that a cost-

[14] 47 C.F.R. 20.18(d)(1).

[15] 47 C.F.R. 20.18(j).

[16] We note that, although most wireless carriers disagree with this interpretation, Nextel appears, by its actions, to acknowledge that the wireless carrier's responsibilities under section 20.18 extend to the input to the 911 Selective Router and thus include the trunkline between the MSC and the 911 Selective Router. Nextel Reply Comments at 7-8.

[17] With an NCAS solution to Phase I, the caller's voice and the actual 20-digit Phase I data (10-digit phone number and 10-digit cell sector number) are transmitted to the PSAP on separate paths. At the time the wireless carrier's MSC receives the call from the base station, it sends the 20-digit information to the Service Control Point (SCP), where it is encoded under a 7-digit ESRK (code) that (1) tells the 911 Selective Router to which PSAP the voice call should be sent and (2) facilitates the PSAP's retrieval of the 20-digit Phase I information from the ALI database. The SCP sends the ESRK back to the MSC, where it is linked to the voice call and forwarded to the 911 Selective Router. Based on the ESRK provided, the 911 Selective Router forwards the call to the appropriate PSAP. Simultaneous with sending the ESRK to the MSC, the SCP sends the ESRK and encoded 20-digit Phase I information to the ALI database, where the cell sector number is used to identify the cell site/sector address. This address, as well as the caller's phone number, are stored until the PSAP retrieves them using the ESRK sent through the 911 Selective Router with the voice call. With Hybrid CAS, the functions performed by the SCP are performed by the Wireless Integration Device(WID), which is installed at, but precedes "the input to," the 911 Selective

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allocation demarcation point at the input to the 911 Selective Router is most appropriate because, until the proper PSAP has been identified, no PSAP can "receive" and "utilize" the location data under section 20.18.

9. The Bureau's letter is in the nature of a declaratory ruling concerning the respective responsibilities of the parties under the Commission's regulations governing Phase I of E911 service. We affirm that guidance here. The Bureau did not specifically address the parties' responsibilities with respect to the provision of Phase II information. However, we find that it is the interests of the parties and the public that we continue to anticipate those issues that may create stumbling blocks in the future to a smooth and efficient roll out of Phase II service. To that end, we find that the analysis applied by the Bureau with respect to Phase I logically extends to the obligations imposed on carriers by section 20.18(e).[18]

10. Section 20.18(e), *Phase II enhanced 911 services*, provides in pertinent part, "Licensees subject to this section must provide to the designated Public Safety Answering Point Phase II enhanced 911 service, *i.e.*, the location of all 911 calls by longitude and latitude . . . ." Like section 20.18(d), section 20.18(e) does not specify to what point in the network the carrier must bring the required Phase II data. We find it appropriate to interpret section 20.18(e) consistently with section 20.18(d), given that the same infrastructure is used to transmit Phase I and Phase II information from the wireless carrier to the appropriate PSAP. Thus, we hereby clarify that, in the absence of an agreement to the contrary between the parties, the input to the 911 Selective Router shall serve as the demarcation point for allocating costs between wireless carriers and PSAPs, both with respect to the delivery of Phase I information and with respect to the delivery of Phase II information. This clarification is consistent with our objectives in enacting section 20.18, namely, the rapid and ubiquitous deployment of wireless E911 capabilities.

11. We reject Petitioners' argument that statements in various Commission orders support interpreting these regulations to locate the cost allocation demarcation point at the output from the carrier's MSC.[19] The statements cited are inconclusive regarding which party bears what costs for implementing E911. Rather, we find that these statements, if anything, tend to support the interpretation adopted by the Bureau. For example, the Commission's inventory of PSAP costs, in both the *E911 First Report and Order* and the *E911 Second Memorandum Opinion and Order*,[20] includes only network "upgrades" and omits: (1) the new trunkline between the MSC and the 911 Selective Router needed for all three Phase I technologies –CAS, NCAS, and Hybrid CAS; (2) network components such as the SCP

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Router. CAS transmits all 20 digits of Phase I information with the voice call and requires that the trunkline installed between the MSC and the 911 Selective Router and the trunkline existing between the 911 Selective Router and the PSAP use signaling protocols that will support the transmission of 20 digits of Phase I data. Under a CAS technology, too, the PSAP-identification function is performed by the 911 Selective Router.

[18] As is discussed in further detail *infra* in Section III.B., a reasonable interpretation of existing Commission regulations does not require APA notice and comment.

[19] Petition for Reconsideration at 12-13. Specifically, Petitioners point to the Commission's statement in the *E911 First Report and Order* that a carrier's obligation does not arise until the "PSAP . . . has made the investment which is necessary to allow it to receive and utilize the data elements associated with the service." *See E911 First Report and Order*, 11 FCC Rcd at 18708-09, para. 63. They cite to the Commission's observation that a PSAP's anticipated investment includes "switches, protocols, and signaling systems that will allow them to obtain the calling party's number from the transmission of ANI." *See id.* at 18709 n.119. They also cite the Commission's statement in the *E911 Second Memorandum Opinion and Order* that "the bulk of [the] selective routers . . . ALI databases, and 9-1-1 trunks, as well as the PSAP's own equipment, will have to be upgraded at the PSAP's own expense to handle the additional ANI and ALI information that will be provided by wireless carriers." *See E911 Second Memorandum Opinion and Order*, 14 FCC Rcd at 20877-78, para. 66.

[20] *See* ftn. 19, *supra*.

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for an NCAS solution or the WID for a Hybrid CAS solution,[21] and (3) associated trunklines connecting these components to other parts of the network. All of these components "precede" the input to the 911 Selective Router in the sequencing of network components for handling a wireless 911 call. Their omission from the Commission's inventory of PSAP costs suggests that they are the responsibility of the wireless carrier, not the PSAP. When they are coupled with other Commission statements concerning cost-sharing by the parties in implementing E911,[22] we conclude that the statements cited by the Petitioners tend to support, rather than contradict, a cost allocation point beyond the wireless carrier's MSC and the Bureau's determination that the most appropriate point is the input to the 911 Selective Router.

12. We also reject the argument made by some wireless carriers that the Bureau's decision constitutes an unauthorized shift of responsibility to wireless carriers for network "add-ons," such as the SCP or the WID."[23] These carriers contend that PSAPs must bear not only the cost of updating the 911 Selective Router but also, where an NCAS or Hybrid CAS Phase I solution is being used, the cost of the SCP or WID.[24] However, under Section 20.18(d), the carrier is responsible for providing Phase I information to the appropriate, or "designated," PSAP. When a CAS technology is used, the carrier, in order to satisfy Section 20.18(d), simply provides the 10-digit ANI and 10-digit p-ANI to the input of the Selective Router – which, in turn, uses the p-ANI to determine the PSAP to which Phase I information, as well as the 911 call itself, should be sent (*i.e.*, the designated PSAP).[25] When an NCAS or Hybrid CAS technology is used, the carrier must deliver Phase I information to the 911 Selective Router in a form that the router can accept and process, and this can only be accomplished through the use of an SCP or a WID. Thus, in order to fulfill its Section 20.18(d) obligations, the carrier, if NCAS or Hybrid CAS is employed, must provide the SCP or WID. We thus do not agree with commenters that such devices are network "add-ons;" rather, they are devices that carriers must furnish in order to satisfy their E911 requirements under our rules.

13. Moreover, in the case of an NCAS solution, for example, the approach advocated by these wireless carriers could push the line of demarcation as far back as the output of the MSC, requiring that the PSAP bear the costs of the trunklines between the MSC and the SCP and, arguably, between the MSC and the 911 Selective Router, as well as the costs of the SCP itself. In addition, the cost allocation would vary depending on the type of Phase I technology chosen by the parties.[26] The Commission has strenuously avoided solutions that are other than technology-neutral in crafting regulatory requirements

[21] Because it transmits the location data with the 911 voice call, a CAS methodology does not require the use of such components.

[22] Implicit in its discussions of E911 implementation costs, in general, and its elimination of the carrier cost-recovery prerequisite, in particular, is the Commission's assumption that such costs will accrue to both wireless carriers and PSAPs. Although it did not state which costs would be attributable to, and thus recoverable by, carriers under the carrier cost-recovery prerequisite, the Commission noted this issue in observing that the parties' "naturally competing interests" in determining which carrier costs are to be funded had become a major impediment to fulfillment of the prerequisite and to the rapid implementation of E911 service. *See E911 Second Memorandum Opinion and Order*, 14 FCC Rcd at 20869-70, para. 47.

[23] Nextel Reply Comments at 8-10, Sprint Comments at 2-3; *see also* Nextel Comments to *First Public Notice* at 2, TX-CSEC Comments at 3-5, TX-CSEC Reply Comments at 5.

[24] The SCP and WID are devices that provide the information that enables the 911 Selective Router to direct the 911 call to the appropriate PSAP. *See* ftn. 18 *supra*.

[25] Ordinarily, the 911 Selective Router can only accept 8 digits of data. If CAS technology is employed, the Selective Router must be updated so that can accept the 20 digits provided by the carrier.

[26] Were a CAS solution adopted, the cost allocation demarcation point would be the 911 Selective Router; were an NCAS or a Hybrid CAS solution adopted, the demarcation point would be further back in the network.

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for E911 implementation.[27] The argument proffered by the Petitioners and others contradicts this important Commission policy.

14. *Wireless E911 Cost Allocation and Configuration of Wireline Network Components.* We reject Petitioners' argument that the Bureau erred in treating wireless carriers differently from wireline carriers for E911 cost-allocation purposes.[28] In the first place, the Bureau did not base its decision on the appropriate demarcation point for allocating costs for the provision of wireless E911 service on the configuration of the network components used to provide wireline E911 service. Nor was it constrained to adopt a wireline cost allocation methodology for the purpose of allocating E911 implementation costs in the wireless context. Thus, we reject Joint Petitioners' assertion that the Bureau's decision discriminates unlawfully against wireless carriers *vis-a-vis* wireline carriers. We agree with TX-CSEC that *US Cellular* provides judicial support for the Bureau's decision. That case, concerning cost recovery, and the case at hand, concerning the nature and extent of the costs themselves, are analogous. In *US Cellular* the court sanctioned the Commission's disparate treatment of wireless and wireline carriers, stating that "an important difference in the way [wireless and wireline] service is regulated," provides "more than sufficient reason" for eliminating the cost recovery prerequisite for wireless carriers, despite wireline carriers' ability to recover their costs through PSAP tariffs.[29] Thus, the Petitioners' arguments based on cost-allocation practices in the wireline industry are without merit.

15. Furthermore, we recognize, as did the Bureau, that no single E911 cost allocation paradigm exists for the wireline industry -- the PSAP bears the costs of funding the trunkline between the 911 Selective Router and the wireline carrier's end office in some instances, but not in all instances. In many jurisdictions, ILECs, whose rates are regulated, are treated differently from Competitive Local Exchange Carriers (CLECs), whose rates are not regulated. Specifically, the costs associated with the transmission of an E911 call from the ILEC's end office to the 911 Selective Router are generally borne by the PSAP, but this is not necessarily true for CLECs. The E911 cost allocation for CLECs varies by jurisdiction, and, in many cases, the CLEC is responsible for the costs of transmitting a customer's 911 call from its end office to the 911 Selective Router.[30] Had the Bureau viewed wireline E911 cost allocation practices as determinative, the more analogous cost allocation methodology would arguably have been that applicable to CLECs, because both CLECs and wireless carriers can recover their costs from customers in any reasonable manner.

16. Finally, we reject the Petitioners' argument that the Bureau mischaracterized the configuration of the network components used to provide wireline E911 service by failing to include the trunk between the carrier's MSC and the 911 Selective Router in its enumeration of network

[27] In the *E911 Third Report and Order*, for example, the Commission expressed reluctance to mandate a handset solution for Phase II. *See* Revision of the Commission's Rules To Ensure Compatibility with Enhanced 911 Emergency Calling Systems, CC Docket No. 94-102, *Third Report and Order*, 14 FCC Rcd 17388, 17398-405, paras. 19-34, (1999)(*E911 Third Report and Order).*

[28] Petition for Reconsideration at 7 *citing King County Letter* at 3-4; Joint Petitioners' Reply Comments at 7-9. *See also* Cal-One Comments at 4-7, CenturyTel Comments at 3, Dobson Comments at 4-5, Sprint Comments at 3-5, Nextel Reply Comments at 4-7. Nextel, in particular, contends that there is "nothing fundamentally different" in the functions performed by both that would justify their disparate treatment, and that TX-CSEC's reliance on *US Cellular* to support the Commission's disparate treatment is misplaced because *US Cellular* dealt with the "alteration of the cost recovery scheme," whereas the present proceeding concerns "imposing any particular E911 responsibilities." Nextel Reply Comments at 4-7 *citing* United States Cellular Corporation v. Federal Communications Commission, 254 F.3d 78 (D.C. Cir. 2001)(*US Cellular*); *see also* TX-CSEC Comments at 6-7, Joint Petitioners' Reply Comments at 9, Joint Commenters Opposition at 5-7.

[29] *US Cellular*, 254 F.3d at 87.

[30] *See* Joint Commenters Opposition at 3 n.6.

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components.[31] The Bureau did not misunderstand the parameters of the network used to provide wireline E911 service. When read in context, the sentence at issue neither states nor implies that the trunkline between the wireline carrier's end office and the 911 Selective Router is not one of the network components used to provide wireline E911service. In some instances, in fact, it is. However, as discussed above, this configuration is neither universal in the wireline context nor determinative as to the resolution of the cost allocation issue in the wireless context.

17. *Other Substantive Arguments.* We reject Joint Petitioners' unsubstantiated argument that several issues raised by commenters in their response to the *First Public Notice*, and allegedly ignored by the Bureau, provide potential bases for reversing the Bureau's decision on the cost allocation issue. Petitioners assert, without elaboration, that the Bureau's allocation of costs to wireless carriers is contrary to "long-standing cost causer principles."[32] This contention is without merit. As TX-CSEC notes,[33] the cost causer argument has been laid to rest by the court's decision in *US Cellular* that "on no plausible theory are the PSAPs the cost causers."[34] Petitioners also argue that the decision is incompatible with state law[35] and "historic practice."[36] They neither elaborate on, nor provide substantiation for, these arguments. We are unable to find support in the record for these arguments and therefore reject them.

18. We also reject arguments made by Cal-One and Dobson that the Bureau's decision ignores the disproportionate impact of E911 costs on small and rural wireless carriers.[37] The argument that E911 costs will have a disparate, negative effect on small and rural carriers because they have a substantially smaller customer base from which to recoup their costs has been raised and addressed previously by the Commission in the E911 context.[38] There, as here, the conclusion must be the same. Because the risk incurred where the dispatcher cannot locate a 911 wireless caller does not vary with the size of the wireless carrier that picks up the call, the Commission's E911 requirements should apply equally to small and rural wireless carriers and to larger carriers. Where our rules impose a disproportionate burden on a particular carrier, the carrier may work with the public safety entities involved to mitigate that burden and, if necessary, may seek individual relief from the Commission.

19. Finally, we reject Petitioners' contention that the Bureau's decision constitutes a "new [Bureau-created] policy" of assigning costs based on a wireless carrier's ability to recoup those costs from its customers.[39] The Bureau's observation that wireless carriers can recoup their costs from their

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[31] The language at issue reads, in pertinent part, as follows: "Thus, an interpretation of section 20.18(d) must account for the presence of the existing E911 Wireline Network, which is maintained by the ILEC and paid for by PSAPs through tariffs. . . . The E911 Wireline Network thus consists of: the 911 Selective Router; the trunk line between the 911 Selective Router and the PSAP; the ALI database; and the trunk line between the ALI database and the PSAP." *See* King County Letter at 3-4.

[32] *See* Petition for Reconsideration at 5 *citing* Verizon Comments to *First Public Notice* at 2-4, VoiceStream Comments to *First Public Notice* at 6-8, 10-11, Sprint Comments to *First Public Notice* at 7, 14-15; VoiceStream *ex parte* filing of February 6, 2001 at 4-6, 8-9 (VoiceStream *Ex Parte Filing*).

[33] *See* TX-CSEC Comments at 11.

[34] *US Cellular*, 254 F.3d at 84.

[35] Petition for Reconsideration at 5 *citing* Sprint Comments to *First Public Notice* at 9-11.

[36] Petition for Reconsideration at 5 *citing* Verizon Comments to *First Public Notice* at 3-5, VoiceStream Comments to *First Public Notice* at 6-11, Qwest Comments to *First Public Notice* at 10-14.

[37] *See* Cal-One Comments at 9, Dobson Comments at 2-3; *but see* TX-CSEC Reply Comments at 3-4.

[38] *See US Cellular,* 254 F.3d at 88-89. *See also City of Richardson* at paras. 28-29.

[39] Petition for Reconsideration at 8-10; *see also* Joint Petitioners' Reply Comments at 7-9.

customers is not, and was not, determinative of the cost allocation question. It did, however, track the Commission's comments in the *E911 Second Memorandum Opinion and Order* that removal of the carrier cost recovery requirement in section 20.18(j) would have no negative impact on carriers because they could recoup their costs from customers through surcharges or increased rates.[40] It also addresses a fundamental difference between wireline and wireless carrier cost recovery mechanisms that justifies any disparate treatment in allocating E911 costs between carriers and PSAPs.

B. Procedural Arguments

20. *APA Notice and Comment Requirement and Delegated Authority.* Because the Bureau's decision is a reasonable interpretation of existing Commission rules, policy and precedent, we reject the Joint Petitioners' arguments that it violated the notice and comment requirement in section 553(b) and (c) of the APA.[41] Since 1994, when the Commission initiated the E911 proceeding, it has sought public comment on a variety of issues germane to the implementation of E911 service for wireless callers and has issued a series of orders and accompanying regulatory amendments in response to those comments.[42] Given the scope and evolving nature of this process, these regulations and orders have necessarily required additional interpretation as the wireless industry moves toward the implementation of E911, and location technologies are developed or modified in response to the Commission's requirements. As discussed previously, section 20.18 is ambiguous concerning the demarcation point for costs associated with the implementation of Wireless E911. Contrary to Petitioners' assertions, the Bureau's decision did not create new law but, instead, constituted a reasonable interpretation of the existing regulation, in view of the Commission's policy goals for the implementation of wireless E911.[43] Thus, the Petitioners'

[40] *E911 Second Memorandum Opinion and Order*, 14 FCC Rcd at 20867, para. 40.

[41] *See* Petition for Reconsideration at 8-14. *See also, e.g.*, Cal-One Comments at 3-4, Nextel Reply Comments at 2-4. Section 553(b) and (c) of the APA provides, with exceptions not relevant here, that a "[g]eneral notice of proposed rule making shall be published in the *Federal Register*" and that, "[a]fter notice required by this section, the agency shall give interested persons an opportunity to participate in the rule making through the submission of written data, views, or arguments."

[42] Those issues include the use of a handset as opposed to a network solution in implementing Phase II (*see E911 Third Report and Order*, 14 FCC Rcd at 17391-92, paras. 6-8); call validation and 911 calls from non-service-initialized phones (*see E911 First Report and Order*, 11 FCC Rcd at 18689-99, paras. 24-46; Revision of the Commission's Rules To Ensure Compatibility with Enhanced 911 Emergency Calling Systems, CC Docket No. 94-102, *Memorandum Opinion and Order*, 12 FCC Rcd 22665, 22673, paras. 13-14, (1997)(*E911 First Memorandum Opinion and Order);* Revision of the Commission's Rules To Ensure Compatibility with Enhanced 911 Emergency Calling Systems, CC Docket No. 94-10 2, *Second Report and Order*, 14 FCC Rcd 10954 (1999)(*E911 Second Report and Order);* Revision of the Commission's Rules To Ensure Compatibility with Enhanced 911 Emergency Calling Systems, CC Docket No. 94-102, RM-8143, *Report and Order*, rel. Apr. 17, 2002); measurement technologies and accuracy requirements for Phase II caller location requirements (*see E911 First Report and Order,* 11 FCC Rcd at 18711-12, paras. 70-72; *E911 Third Report and Order*, 14 FCC Rcd at 17417-23, paras. 66-77), and wireless carrier cost recovery (*see E911 Second Memorandum Opinion and Order,* 14 FCC Rcd at 20852-54, paras. 3-6).

[43] Petition for Reconsideration at 8-14. In *Martin*, for example, the Supreme Court stated that, "in situations in which 'the meaning of [regulatory] language is not free from doubt,' the reviewing court should give effect to the agency's interpretation so long as it is 'reasonable,' that is, so long as the interpretation 'sensibly conforms to the purpose and wording of the regulations.'" Martin v. Occupational Safety and Health Rev. Comm'n, 499 U.S. 144, 151 (1991)(*Martin*) *citing* Ehlert v. United States, 402 U.S. 99, 105 (1971) and Northern Indiana Pub. Serv. Co. v. Porter County Chapter of Izaak Walton League of America, Inc., 423 U.S. 12, 15 (1975). Bracketed language in original. Petitioners' citation to *Caruso,* in which the court held that an "agency cannot adopt vague requirements 'and then give it concrete form only through subsequent less formal interpretations'" is also inapposite. Caruso v. Blockbuster-Sony Music Entertainment, 174 F.3d 166, 174-75 (3d Cir. 1999)(*Caruso*). *See* Petition for Reconsideration at 8 n.30.

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citations to *Martin* and other cases, in support of its APA argument, are inapposite.[44]

21. With respect to Joint Petitioners' related argument on delegated authority, the Commission is unable to reach a majority on whether the Bureau exceeded its delegated authority in this matter. That issue is rendered moot, however, since the Commission is addressing the merits of the Joint Petitioners' substantive claims.[45]

22. *Other Procedural Issues.* We also reject the Joint Petitioners' argument that the decision is invalid because it fails to address significant carrier comments submitted in response to the *First Public Notice*.[46] First, except for the delegated authority issue, which is now moot, all of the comments cited by the Joint Petitioners have been addressed, either in the underlying *King County Letter*, or in this reconsideration decision.[47] Secondly, this argument is based on case law concerning decisions subject to the APA's notice and comment requirement. However, as previously indicated, the Bureau's decision was a reasonable interpretation of the Commission's existing regulation.[48] As such, it did not constitute an amendment of the regulation and did not require notice and the opportunity for comment prior to its implementation. The Bureau's decision is subject only to the more general requirement in section 706 of the APA that an agency provide a reasoned basis for its decision to facilitate judicial review thereof. The Bureau's decision complies with this requirement.[49]

23. Finally, we reject the Petitioners' argument that King County's request should have been dismissed as an untimely request for reconsideration of the Commission's earlier decisions regarding PSAP obligations or as an impermissible collateral attack on those decisions.[50] King County was neither seeking reconsideration of, nor mounting a collateral attack on, earlier Commission decisions regarding a PSAP's E911 obligations under section 20.18. It merely sought clarification of a Commission rule and associated orders that are acknowledged to be ambiguous. Its request was tantamount to a Petition for

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[44] *See also* Trinity Broadcasting of Florida, Inc. v. Federal Communications Commission, 211 F.3d 618 (D.C. Cir. 2000), Cassell and Kelley Communications, Inc. v. Federal Communications Commission, 154 F.3d 478 (D.C. Cir. 1998).

[45] *See Beehive Telephone, Inc. v. Bell Operating Cos.*, 12 FCC Rcd. 17930, 17938-39, para. 16, (1997), *petition for review dismissed in part and denied in part, Beehive Telephone Co., Inc. v. FCC,* 179 F.3d 941 (D.C. Cir. 1999).

[46] *See* Petition for Reconsideration at 4-6; *see also* CenturyTel Comments at 2, Dobson Comments at 3, Joint Petitioners' Reply Comments at 2-3.

[47] For example, in this order, we address arguments that: (1) King County's request is an impermissible collateral attack and an untimely petition for reconsideration (para. 23); (2) the Bureau's decision contravenes cost-causer principles, state law, and historic practice (para. 17); and (3) the Bureau's decision unreasonably discriminates among wireless and wireline carriers (para. 13-14).

[48] *See* para. 17 *supra.*

[49] The fact that the Bureau did, in fact, solicit comments on the cost allocation issue, in an attempt to promote a dialogue among the parties, does not alter this result.

[50] Petition for Reconsideration at 5 *citing* VoiceStream *Ex Parte Filing* at 2-3. Petitioners' assertion references an earlier argument made by VoiceStream in response to the *First Public Notice.* In its comments, VoiceStream contended that the King County request must be dismissed, "insofar as it seeks a redefinition of the PSAP E911 network to exclude the facilities and database components needed for wireless E911 calls." *See* VoiceStream *Ex Parte Filing* at 2-3. VoiceStream's argument is predicated on a misconstruction of the nature of King County's request.

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Clarification.[51] Such petitions are a commonplace of regulatory practice and may be filed whenever a member of the public requires assistance regarding the proper construction of a Commission rule or order.

IV. PROCEDURAL MATTERS AND ORDERING CLAUSES

A. Regulatory Flexibility Act

24. The Commission is not required by the Regulatory Flexibility Act, 5 U.S.C. § 604 to prepare a Regulatory Flexibility Analysis of the possible economic impact of this Order on small entities.

B. Paperwork Reduction Act of 1995 Analysis

25. This order does not contain an information collection.

C. Ordering Clauses

26. Accordingly, IT IS ORDERED that the Petition for Reconsideration filed jointly by Verizon Wireless, VoiceStream Wireless Corporation, Qwest Wireless, LLC, and Nextel Communications, Inc. IS DENIED.

FEDERAL COMMUNICATIONS COMMISSION

Marlene H. Dortch
Secretary

[51] *See King County Letter* at 1 n.2.

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Appendix A

Petition:

Verizon Wireless, VoiceStream Wireless Corporation, Qwest Wireless, LLC, Nextel Communications, Inc. (Joint Petitioners)

Comments:

Cal-One Cellular, LP (Cal-One)
CenturyTel Wireless, Inc. (CenturyTel)
Dobson Communications Corporation (Dobson)
Joint Opposition of NENA, APCO and NASNA as Public Safety Communicators (Joint Commenters)
Sprint PCS
Texas 911 Agencies (TX-CSEX)

Reply Comments:

Joint Petitioners
Nextel Communications, Inc. (Nextel)
TX-CSEC

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Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matters of	)	
	)	
IP-Enabled Services	)	WC Docket No. 04-36
	)	
E911 Requirements for IP-Enabled Service Providers	)	WC Docket No. 05-196
	)	

FIRST REPORT AND ORDER AND NOTICE OF PROPOSED RULEMAKING

Adopted: May 19, 2005 **Released: June 3, 2005**

Comment Date: [45 days after publication in the Federal Register]
Reply Comment Date: [75 days after publication in the Federal Register]

By the Commission: Chairman Martin, and Commissioners Abernathy, Copps and Adelstein issuing separate statements.

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I. INTRODUCTION

1. In this Order, we adopt rules requiring providers of interconnected voice over Internet Protocol (VoIP) service to supply enhanced 911 (E911) capabilities to their customers.[1] Interconnected VoIP providers may satisfy this requirement by interconnecting indirectly through a third party such as a competitive LEC, interconnecting directly with the Wireline E911 Network, or through any other solution that allows a provider to offer E911 service. The characteristics of interconnected VoIP services have posed challenges for 911/E911 and threaten to compromise public safety.[2] Thus, we require providers of interconnected VoIP service to provide E911 services to all of their customers as a standard feature of the service, rather than as an optional enhancement. We further require them to provide E911 from wherever the customer is using the service, whether at home or away from home.

2. We adopt an immediate E911 requirement that applies to all interconnected VoIP services. In some cases, this requirement relies on the customer to self-report his or her location. We intend in a future order to adopt an advanced E911 solution for interconnected VoIP that must include a method for determining a user's location without assistance from the user as well as firm implementation deadlines for that solution. To this end, we seek comment in the Notice of Proposed Rulemaking (*NPRM*) on possible additional solutions including technical options and possible timelines for implementation.

3. In many ways, our action today is a necessary and logical follow-up to the *Vonage Order* issued late last year.[3] In that order, the Commission determined that Vonage's DigitalVoice service – an interconnected VoIP service – cannot be separated into interstate and intrastate communications and that this Commission has the responsibility and obligation to decide whether certain regulations apply to

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[1] The term "interconnected" refers to the ability of the user generally to receive calls from and terminate calls to the public switched telephone network (PSTN), including commercial mobile radio service (CMRS) networks. *See infra* Part III.A.

[2] In this Order, we act on the E911 issues before the other issues pending in the *IP-Enabled Services* proceeding because of the urgent need to address public safety issues related to interconnected VoIP. For example, we are aware of a recent incident in Texas in which it was reported that a 911 call was not completed when an interconnected VoIP user dialed 911 to seek emergency assistance during a home invasion burglary. *See, e.g.*, Attorney General of Texas, *Texas Attorney General Abbott Takes Legal Action to Protect Internet Phone Customers*, News Release (Mar. 22, 2005) <http://www.oag.state.tx.us/oagnews/release.php?id=850&PHPSESSID=251eucgngcvrihiolvs370jo3>; Paul Davidson, *Net-based 911 Fight Puts Lives on Line: Regulatory Issues Among Obstacles*, USA Today (Mar. 1, 2005). In another incident, it was reported that a Connecticut woman was not able to reach an emergency dispatcher by dialing 911 using her interconnected VoIP service when her infant son needed emergency medical attention. *See* Connecticut Attorney General, *Attorney General, DCP Sue Broadband Phone Company for Misrepresenting Its 9-1-1 Emergency Capabilities*, Press Release (May 3, 2005) <http://www.cslib.org/attygenl/mainlinks/tabindex4.htm>; Marian Gail Brown, *Dialing Up Panic with 911*, Connecticut Post (May 2, 2005); *see also* Alicia A. Caldwell, *Pair Crusades for Better Access to 911 from High-Tech Phones*, Orlando Sentinel (May 7, 2005) (describing an incident in which a Florida mother reportedly was not able to reach an emergency dispatcher by dialing 911 using her interconnected VoIP service to get emergency medical assistance for her infant daughter); NASUCA Comments at 49-50.

[3] *See Vonage Holdings Corporation Petition for Declaratory Ruling Concerning an Order of the Minnesota Public Utilities Commission*, WC Docket No. 03-211, Memorandum Opinion and Order, 19 FCC Rcd 22404, 22405, para. 2 (2004) (*Vonage Order*), *appeal pending*, *National Ass'n of State Util. Consumer Advocates v. FCC*, No. 05-71238 (9th Cir. filed Feb. 22, 2005); *id.* at 22432, para. 44 ("[W]e intend to address the 911 issue as soon as possible, perhaps even separately.").

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DigitalVoice and other IP-enabled services having similar capabilities.[4] The *Vonage Order* also made clear that questions regarding what regulatory obligations apply to providers of such services would be addressed in the pending *IP-Enabled Services* proceeding.[5] Today, in accord with that statement, we take critical steps to advance the goal of public safety by imposing E911 obligations on certain VoIP providers, steps we believe will have support in the public safety community and the industry.[6]

4. The IP-enabled services marketplace is the latest new frontier of our nation's communications landscape. As such, new entrants and existing stakeholders are rushing to bring IP-enabled facilities and services to this market, relying on new technologies to provide a quickly evolving list of service features and functionalities. Although the Commission is committed to allowing these services to evolve without undue regulation in accord with our nation's policies for Internet services, we are, at the same time, aware of our obligation to promote "safety of life and property"[7] and to "encourage and facilitate the prompt deployment throughout the United States of a seamless, ubiquitous, and reliable end-to-end infrastructure"[8] for public safety. Congress has also established 911 as the national emergency number to enable all citizens to reach emergency services directly and efficiently, irrespective of whether a citizen uses wireline or wireless technology when calling for help by dialing 911.[9] As the Commission previously has stated,[10] and as commenters generally recognize, 911 service is critical to our nation's

[4] *See Vonage Order*, 19 FCC Rcd at 22405, 22424, paras. 1, 32.

[5] On March 10, 2004, the Commission released a Notice of Proposed Rulemaking to examine issues relating to services and applications making use of Internet Protocol (IP), including but not limited to VoIP services (collectively, "IP-enabled services"). *See IP-Enabled Services*, WC Docket No. 04-36, Notice of Proposed Rulemaking, 19 FCC Rcd 4863, 4864, para. 1 n.1 (2004) (*Notice*) (defining the term "IP-enabled services"). Comments were filed by May 28, 2004 and reply comments were filed by July 14, 2004. *See Pleading Cycle Established for Comments in IP-Enabled Services Rulemaking Proceeding*, WC Docket No. 04-36, Public Notice, 19 FCC Rcd 5589 (2004); *Wireline Competition Bureau Extends Reply Comment Deadlines for IP-Enabled Services Rulemaking and SBC's "IP Platform Services" Forbearance Petition*, WC Docket Nos. 04-29, 04-36, Public Notice, 19 FCC Rcd 10474 (2004); *see also* Appendix A (List of Commenters). In the *Notice*, the Commission sought comment on, among other things, the potential applicability of "basic 911," "enhanced 911," and related critical infrastructure regulation to VoIP and other IP-enabled services. *See Notice*, 19 FCC Rcd at 4898-99, para. 53. The remaining issues raised in the *Notice* will be addressed in the pending *IP-Enabled Services* proceeding.

[6] *See, e.g.*, Vonage Comments at 37 ("Vonage understands that it is in the public interest to provide customers access to emergency services, and believes that the continued development of these services is an important national priority.").

[7] *See* 47 U.S.C. § 151.

[8] Wireless Communications and Public Safety Act of 1999, Pub. L. No. 106-81, 113 Stat. 1286, § 2(b) (1999) (911 Act).

[9] *See* 911 Act § 3 (codified at 47 U.S.C. § 251(e)).

[10] *See, e.g., Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems*, CC Docket No. 94-102, RM-8143, 11 FCC Rcd 18676, 18679, para. 5 (1996) (*E911 First Report and Order*) ("E911 saves lives and property by helping emergency services personnel do their jobs more quickly and efficiently."); *Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems; Amendment of Parts 2 and 25 to Implement the Global Mobile Personal Communications by Satellite (GMPCS) Memorandum of Understanding and Arrangements; Petition of the National Telecommunications and Information Administration to Amend Part 25 of the Commission's Rules to Establish Emissions Limits for Mobile and Portable Earth Stations Operating in the 1610-1660.5 MHz Band*, CC Docket No. 94-102, IB Docket No. 99-67, Report and Order and Second Further Notice of Proposed Rulemaking, 18 FCC Rcd 25340, 25340, para. 1

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ability to respond to a host of crises.[11] Efforts by federal, state, and local government, along with the significant efforts by wireline and wireless service providers, have resulted in the nearly ubiquitous deployment of this life-saving service.[12]

5. Our decisions in this Order simply extend our longstanding and continuing commitment to a nationwide communications system that promotes the safety and welfare of all Americans. We believe that it is critically important to impose E911 obligations on interconnected VoIP providers and to set firm but realistic target deadlines for implementation of those requirements. At the same time, however, we allow the providers flexibility to adopt a technological solution that works best for them. In this Order, we take the necessary steps to promote cooperative efforts by state and local governments, public safety answering point (PSAP) administrators, 911 systems service providers, and interconnected VoIP providers that will lead to improved emergency services. Accordingly, today we adopt a balanced approach that takes into consideration the expectations of consumers, the need to strengthen Americans' ability to access public safety in times of crisis, and the needs of entities offering these innovative services.

II. BACKGROUND

A. History of 911 Service

6. Since AT&T first made the digits "9-1-1" available nationally for wireline access to emergency services in 1965,[13] the American public increasingly has come to depend on 911 service; the National Emergency Number Association (NENA) estimates that as of February 2005, some form of 911 service was available to nearly 99 percent of the population in 96 percent of the counties in the United States,[14] and 200 million calls are made to 911 in the United States each year.[15] It should therefore come as no

(2003) (*E911 Scope Order*) ("As many citizens, elected representatives, and public safety personnel recognize, 911 service is critical to our Nation's ability to respond to a host of crises.").

[11] *See, e.g.*, AARP Comments at 2; APCO Comments at 4; Arizona Commission Comments at 13-14; Avaya Comments at 17; BRETSA Comments at 1; Cisco Comments at 11; CUB Comments at 28; FERUP Comments at 14; Missouri Commission Comments at 10; NASUCA Comments at 47; NENA Comments at 3; New Jersey Ratepayer Advocate Comments at 17; NCL Comments at 4; CWA Comments at 21; King County Comments at 6; Qwest Comments at 42; Texas Coalition of Cities Comments at 4; USTA Comments at 40; Utah Commission Comments at 7-8; Cingular Reply at 15; Florida Commission Reply at 22; IAC Reply at 7-8; NASUCA Reply at 43-44; NENA Reply at 2; New Jersey Ratepayer Advocate Reply at 12; NATOA *et al.* Reply at 14-15.

[12] *See E911 Scope Order*, 18 FCC Rcd at 25340, para. 1.

[13] *See Revision of the Commission's Rules to Ensure Compatibility With Enhanced 911 Emergency Calling Systems*, CC Docket No. 94-102, Notice of Proposed Rulemaking, 9 FCC Rcd 6170, 6172, para. 3 (1994) (*E911 NPRM*); *Implementation of the 911 Act; The Use of N11 Codes and Other Abbreviated Dialing Arrangements*, WT Docket No. 01-110, CC Docket No. 92-105, Fourth Report and Order and Third Notice of Proposed Rulemaking, and Notice of Proposed Rulemaking, 15 FCC Rcd 17079, 17084, para. 9 (2000) (*N11 Codes Fourth Report and Order*) (citing *E911 First Report and Order*, 11 FCC Rcd at 18678, paras. 1-2).

[14] *See* National Emergency Number Association, *911 Fast Facts* (visited Apr. 25, 2005) <http://www.nena.org/911_facts/911fastfacts.htm> (NENA 911 Fast Facts).

[15] *See id.*

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surprise that the American public has developed certain expectations with respect to the availability of 911 and E911 emergency services via certain classes of communications devices.[16]

7. The availability of this critical service is due largely to the efforts of state and local authorities and telecommunications carriers, who have used the 911 abbreviated dialing code to provide access to increasingly advanced and effective emergency service capabilities.[17] Indeed, absent appropriate action by, and funding for, states and localities, there can be no effective 911 service. Responsibility for establishing and designating PSAPs or appropriate default answering points, purchasing customer premises equipment (CPE), retaining and training PSAP personnel, purchasing 911 network services, and implementing a cost recovery mechanism to fund all of the foregoing, among other things, falls squarely on the shoulders of states and localities.

8. At the same time, however, new communications technologies have posed technical and operational challenges to the 911 system, necessitating the adoption of a uniform national approach to ensure that the quality and reliability of 911 service is not damaged by the introduction of such communications technologies. For example, following the introduction of CMRS in the United States, the Commission in 1996 established rules requiring CMRS carriers to implement basic 911 and E911 services.[18] Virtually all CMRS carriers and wireline local exchange carriers (LECs) now provide at least basic 911 service.[19]

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[16] *See generally* Dale N. Hatfield, *A Report on Technical and Operational Issues Impacting the Provision of Wireless Enhanced 911 Services* <http://gullfoss2.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6513296239> (Hatfield Report). Indeed, one of the criteria the Commission identified in the *E911 Scope Order* as relevant to determining whether particular entities should be subject to some form of 911/E911 regulation was whether customers using the service or device have a reasonable expectation of access to 911 and E911 services. *See E911 Scope Order*, 18 FCC Rcd at 25347, paras. 18-19. Numerous commenters in this proceeding also noted the expectations that Americans have developed with respect to the availability of 911 service. *See, e.g.*, Alcatel Comments at 18-19; APCO Comments at 4, 7; Arizona Commission Comments at 13-14; CenturyTel Comments at 24; Cox Comments at 19; King County E911 Program Comments at 2; SBC Comments at 60; FCC Intergovernmental Advisory Committee Comments at 7; NENA Reply at 1. *But see* EFF Comments at 5 (questioning the Commission's ability to assess consumer expectations accurately and noting that consumer expectations change over time).

[17] *See N11 Codes Fourth Report and Order*, 15 FCC Rcd at 17084, para. 9 (citing *E911 First Report and Order*, 11 FCC Rcd 18676, paras. 1-2); *see also, e.g.*, Letter from Gino P. Menchini, Commissioner, New York City Department of Information Technology and Telecommunications, and Inspector Charles F. Dowd, Commanding Officer, Communications Division/NYC E-911, New York City Police Department, to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36 (filed Apr. 22, 2005) (New York City Apr. 22, 2005 *Ex Parte* Letter).

[18] The basic 911 rules require covered carriers to deliver all 911 calls to the appropriate PSAP or a designated answering point. *See* 47 C.F.R. §§ 20.18(b), 64.3001. Basic 911 requirements, however, do not address what information the PSAP should receive from that call; rather they are designed to ensure the appropriate delivery of 911 calls. *See Notice*, 19 FCC Rcd at 4898, para. 52; *E911 First Report and Order*, 11 FCC Rcd at 18679, 20862-69, paras. 4, 29-46. The Commission therefore adopted enhanced 911 rules requiring covered wireless carriers to be capable of delivering the calling party's call back number and the calling party's location information to requesting PSAPs. *See* 47 C.F.R. § 20.18; *E911 First Report and Order*, 11 FCC Rcd at 18689-722, paras. 54-91; *infra* note 41.

[19] *See* Federal Communications Commission, *Basic 911 Carrier Transition Reports* (last modified Nov. 24, 2004) <http://www.fcc.gov/911/basic/reports/>. Although there are no Commission requirements that wireline LECs provide E911 service, some states have laws imposing such requirements. *See, e.g.*, N.J. Stat. Ann. § 52:17C-4

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9. Congress adopted the 911 Act to promote and enhance public safety through the use of wireless communications services.[20] More broadly, the 911 Act directed the Commission to designate 911 as the universal emergency assistance number for wireless and wireline calls,[21] which the Commission accomplished in August 1999.[22] The 911 Act further requires the Commission to "consult and cooperate with state and local officials" in its role of encouraging and supporting the deployment of "comprehensive end-to-end emergency communications infrastructure and programs."[23] The Commission continues to meet Congress' mandate,[24] and states and localities continue to make progress towards meeting Congress' goal.[25]

10. As the Commission has previously noted, the emergence of IP as a means of transmitting voice and data and providing other services via wireless, cable, and wireline infrastructure has significant implications for meeting the nation's critical infrastructure and 911 communications needs.[26] Intrado has estimated that while the number of residential 911 calls placed over VoIP services (VoIP 911 calls) will account for less than two percent of all residential 911 calls for the period 2004-2006, the number of residential VoIP 911 calls will rise from 370,000 in 2004 to 3.5 million in 2006.[27] This nearly tenfold increase in expected VoIP 911 calls dictates swift action on our part. Through this Order, we fulfill our role to ensure that the increasingly widespread deployment of a new communications technology does not damage the ability of states and localities to provide reliable and high-quality 911 service to all citizens.

B. 911 Technical and Operational Issues

11. 911 service features, and the ability of PSAPs to make use of them, vary from location to location and network to network. 911 service generally, however, falls into two categories – basic and enhanced.

(2005); Me. Rev. Stat. Ann. tit. 25, § 2933 (2005). Wireline LECs provide some level of enhanced 911 service (*i.e.*, at least a call back number) for callers located in 93% of counties with 911 coverage. *See* NENA 911 Fast Facts.

[20] *See* H.R. Rep. No. 106-25 at 1.

[21] *See* 911 Act § 3(a) (codified at 47 U.S.C. § 251(e)(3)).

[22] *See N11 Codes Fourth Report and Order*, 15 FCC Rcd at 17083-85, paras. 8-14.

[23] 911 Act § 3(b).

[24] *See, e.g., Implementation of the 911 Act; The Use of N11 Codes and Other Abbreviated Dialing Arrangements*, CC Docket No. 92-105, WT Docket No. 00-110, Fifth Report and Order, First Report and Order and Memorandum Opinion and Order on Reconsideration, 16 FCC Rcd 22264 (2001) (*N11 Codes Fifth Report and Order*); Federal Communications Commission, *State 911 Deployment Plans* (last modified Nov. 24, 2004) <http://www.fcc.gov/911/stateplans/>; Federal Communications Commission, *Wireless E911 Coordination Initiative* (last modified Apr. 23, 2004) <http://wireless.fcc.gov/outreach/e911/>.

[25] *See, e.g.*, Federal Communications Commission, *Enhanced 911 Reports* (last modified Nov. 24, 2004) <http://www.fcc.gov/911/enhanced/reports/> (providing access to carrier generated reports regarding wireless E911 deployment).

[26] *See Notice*, 19 FCC Rcd at 4897-98, para. 51.

[27] *See* Intrado Inc., *VoIP 9-1-1 Frequently Asked Questions* (visited Apr. 20, 2005) <http://www.intrado.com/main/home/news/features/voipfaq.jsp>.

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12. ***Basic 911.*** Basic 911 service is a forwarding arrangement in which calls dialed to 911 are transmitted from the service provider's switch to a single geographically appropriate PSAP or public safety agency, usually over dedicated emergency trunks.[28] Basic 911 networks are not capable of processing the caller's location, but simply forward all 911 calls to the appropriate PSAP or public safety agency.[29] Nor does basic 911 provide PSAP call takers with the caller's location information or, in some cases, a call back number.[30] Although some emergency systems provide only basic 911 service, most systems have implemented E911 service.[31]

13. ***E911.*** E911 systems route 911 calls through the use of a Selective Router to a geographically appropriate PSAP based on the caller's location.[32] E911 also provides the call taker with the caller's call back number, referred to as Automatic Numbering Information (ANI),[33] and, in many cases, location information – a capability referred to as Automatic Location Identification (ALI). Both wireline and wireless carriers provide E911 services in many localities.

14. ***Wireline E911.*** The core of the existing wireline E911 network is a dedicated, redundant, highly reliable wireline network (Wireline E911 Network), which is interconnected with but largely separate from the PSTN.[34] The Wireline E911 Network generally has been implemented, operated, and maintained by a subset of incumbent LECs, and generally is paid for by PSAPs through tariffs.[35]

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[28] *See E911 NPRM*, 9 FCC Rcd at 6171, para. 5.

[29] *See* Hatfield Report at 3. This limitation of basic 911 service can be problematic when a single end office serves a geographic area that encompasses multiple political jurisdictions; call takers not only must determine the caller's location but also determine which jurisdiction's first responders should be dispatched. *See id.* at 4-5.

[30] *See* Hatfield Report at 3-4.

[31] *See* NENA 911 Fast Facts.

[32] *See* Hatfield Report at 5. Thus, unlike normal phone calls, 911 calls are routed based on the calling number (which is linked to a particular geographic area and political jurisdiction), not the called number. *See id.*; *see also E911 First Report and Order*, 11 FCC Rcd at 18679, para. 5. The Selective Router is described in greater detail in para. 15 *infra*.

[33] The use of the term "ANI" is not intended as a reference to billing number presentation provided as part of Feature Group B or D local exchange services. Although the number presented to a PSAP on a wireline E911 call may be derived from Feature Group B or D services, the number presented to a PSAP on a wireless or VoIP call may be generated by several other means. Thus, the term ANI merely identifies a call back number associated with the caller. The term does not reflect a specific service or technology. *See* 47 C.F.R. § 20.3.

[34] *See* Hatfield Report at 5; Letter from Cindy Schonhaut, Director, Federal Regulatory Affairs, Level 3 Communications, Inc., to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36, Attach. at 2 (filed Apr. 7, 2005) (Level 3 Apr. 7, 2005 *Ex Parte* Letter). Our description of the Wireline E911 Network is intended to be illustrative, not definitive. As the Commission has noted previously, there are a variety of situations existing in the more than 6,000 PSAPs across the nation, including differences in state laws and regulations governing the provision of 911 services, the configuration of wireless systems, the technical sophistication of existing 911 network components, and existing agreements between carriers and PSAPs. *See, e.g.*, Letter from Thomas J. Sugrue, Chief, Wireless Telecommunications Bureau, to Marlys R. Davis, E911 Program Manager, Department of Information and Administrative Services, King County, Washington, CC Docket No. 94-102 at 3 (dated May 7, 2001) (*King County Letter*), *pet. recon. denied, Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems, Request of King County, Washington*, CC Docket No. 94-102, Order on Reconsideration, 17 FCC Rcd 14789, 14790, para. 3 (2002) (*King County Reconsideration Order*).

[35] Incumbent LECs own and operate most of the Selective Routers, ALI Databases, the trunks to carry 911 calls, and sometimes the CPE upon which a PSAP's 911 system is based. The service between the incumbent LEC and PSAP

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Network implementations vary from carrier to carrier and jurisdiction to jurisdiction, but usually are based on a 25-year-old architecture and implemented with legacy components that place significant limitations on the functions that can be performed over the network.[36]

15. In a typical implementation, the Wireline E911 Network includes the Selective Router, which receives 911 calls from competitive and incumbent LEC central offices over dedicated trunks.[37] The Selective Router, after querying an incumbent LEC-maintained Selective Router Database (SRDB) to determine which PSAP serves the caller's geographic area, forwards the calls to the PSAP that has been designated to serve the caller's area, along with the caller's phone number (ANI). The PSAP then forwards the caller's ANI to an incumbent LEC maintained Automatic Location Information database (ALI Database),[38] which returns the caller's physical address (that has previously been verified by comparison to a separate database known as the Master Street Address Guide (MSAG)).[39] The Wireline E911 Network thus consists of: the Selective Router; the trunk line(s) between the Selective Router and the PSAP; the ALI Database; the SRDB; the trunk line(s) between the ALI database and the PSAP; and the MSAG.[40]

16. ***Wireless E911.*** Under the Commission's wireless E911 rules, wireless carriers are obligated to "provide the telephone number of the originator of a 911 call" (*i.e.*, ANI) and information regarding the caller's location (*i.e.*, ALI) to any PSAP, which has requested that such information be delivered with 911 calls.[41]

17. The mobile nature of wireless technology and service presents significant obstacles to making E911 effective – in particular the provision to PSAPs of accurate ALI.[42] Specifically, the mobility of wireless subscribers renders the use of permanent street addresses as a location indicator useless, and in

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is contractual in nature and paid for by the PSAP typically through a special tariff filed with the state public utility commission. *See, e.g., Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems*, CC Docket No. 94-102, 14 FCC Rcd 20850, 20886-87, paras. 92, 94 (1999) (*E911 Second Memorandum Opinion and Order*); *E911 First Report and Order*, 11 FCC Rcd at 18710, para. 66. States and localities have developed cost recovery mechanisms to fund PSAPs. *See infra* Part III.D.

[36] *See* Hatfield Report at 14.

[37] The Selective Router also is known as a E911 Control Office or E911 Tandem. *See id.* at 5. The presence of and functionality provided by the Selective Router is the key characteristic that distinguishes basic 911 from E911 service. *See id.*

[38] The SRDB and the ALI Database may be the same database.

[39] The ALI Database may also return additional information, such as the name of the individual who is billed for telephone service at that address.

[40] *See King County Letter* at 3-6; *King County Reconsideration Order*, 17 FCC Rcd at 14792-96, paras. 8-16; Hatfield Report at 3-5.

[41] The Commission's wireless E911 requirements are comprised of two phases. Pursuant to the Phase I rules, wireless carriers are required to provide a call back number for the handset placing the 911 call and report the location of the cell site or base station that received the call. The Phase I rules required compliance by April 1, 1998, or within six months of a PSAP request, whichever is later. *See* 47 C.F.R. § 20.18(d). Under the Phase II rules, wireless carriers are required to provide more accurate 911 call location information. *See* 47 C.F.R. § 20.18(e). The degree of location accuracy required under the Phase II rules varies, depending on whether the carrier utilizes a network-based or handset-based solution. *See* 47 C.F.R. § 20.18(h).

[42] *See E911 First Report and Order*, 11 FCC Rcd at 18680, para. 7.

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fact may require the provision of real-time location updates to the PSAP.[43] Wireless carriers therefore have developed various techniques to provision ANI and ALI to the PSAP that involve enhancements and/or "add-ons" to the existing Wireline E911 Network.[44] Many of these techniques involve the use of "pseudo-ANI" or "p-ANI": a "number, consisting of the same number of digits as ANI, that is not a North American Numbering Plan telephone directory number and may be used in place of ANI to convey special meaning" to the Selective Router, PSAP, and other elements of the 911 system.[45] For example, Selective Routers that have been programmed to handle p-ANI will be able to properly route 911 calls from any wireless subscriber to a geographically appropriate PSAP, even if the caller has a NPA-NXX number[46] not associated with his or her location.[47] PSAPs that are equipped to handle p-ANI can distinguish wireless from wireline calls, and can use the p-ANI to query the ALI Database for non-traditional location information.[48] Forms of p-ANI known as "Emergency Services Routing Key" (ESRK), "Emergency Services Query Key" (ESQK), and "Emergency Services Routing Digits" currently are used to cause the Wireline E911 Network to properly handle and process E911 calls placed by CMRS subscribers.[49]

18. Development and implementation of these enhancements required significant cooperative efforts from wireless and wireline providers, manufacturers, third-party providers, state and local governments, public safety authorities, and consumer interest groups.[50] The Commission ultimately held, however, that in the absence of an agreement to the contrary, the appropriate demarcation point for allocating responsibilities and costs between wireless carriers and PSAPs for such enhancements is the input to the Selective Router.[51] Thus, a wireless carrier is responsible for all hardware and software components and functionalities that precede the Selective Router, including the trunk from the carrier's Mobile Switching Center to the Selective Router, and the particular databases, interface devices, and trunks lines that may be needed to deliver E911 data to the PSAP.[52] The PSAP is responsible for any costs associated with the Selective Router itself, any required upgrades to the Selective Router, the ALI Database and any

[43] *See* Hatfield Report at 9.

[44] *See E911 Second Memorandum Opinion and Order*, 14 FCC Rcd at 20881-86, paras. 75-92. For a detailed description of the E911 implementations utilized by wireless carriers, *see* Hatfield Report at 9-11. *See also* NENA, NENA Generic E9-1-1 Requirements Technical Information Document, Issue 1 at 7 (July 23, 2004) <http://www.nena9-1-1.org/9-1-1TechStandards/TechInfoDocs/E9-1-1%20Requirements%2008-502u.pdf> (NENA TID).

[45] *See* 47 C.F.R. § 20.3. The special meaning assigned to the pseudo-ANI is determined by agreements, as necessary, between the system originating the call, intermediate systems handling and routing the call, and the destination system. *See id.*

[46] Telephone numbers consist of ten digits in the form NPA-NXX-XXXX. The first three digits, or the "NPA," refer to the area code. The second three digits, or the "NXX," refer to the central office code. *See* 47 C.F.R. §§ 52.7(a), (c).

[47] *See King County Reconsideration Order*, 17 FCC Rcd at 14792-93, para 8 n.17; Hatfield Report at 9-11; NENA TID at 4-5.

[48] *See King County Reconsideration Order*, 17 FCC Rcd at 14792-93, para 8 n.17; Hatfield Report at 9-11; NENA TID at 17-18, 19-20.

[49] *See generally* NENA TID.

[50] *See E911 Second Memorandum Opinion and Order*, 14 FCC Rcd at 20855, para. 10.

[51] *See King County Reconsideration Order*, 17 FCC Rcd at 14790-91, para 4.

[52] *See id.*

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upgrades thereto, the SRDB and any upgrades thereto, the MSAG, the trunk from the Selective Router to the PSAP, and the PSAP CPE.[53]

C. The IP-Enabled Services Notice

19. In the *Notice*, we asked, among other things, about the potential applicability of "basic 911," "enhanced 911," and related critical infrastructure regulation to VoIP and other IP-enabled services.[54] Specifically, after noting that the Commission previously found in the *E911 Scope Order* that it has statutory authority under sections 1, 4(i), and 251(e)(3) of the Communications Act of 1934, as amended (Act),[55] to determine what entities should be subject to the Commission's 911 and E911 rules,[56] the Commission sought comment on whether it should exercise its regulatory authority in the context of IP-enabled services.[57] The Commission further sought comment on the appropriate criteria for determining whether and to what extent IP-enabled services should fall within the scope of its 911 and E911 regulatory framework,[58] and whether IP-enabled services are technically and operationally capable of meeting the Commission's basic and/or E911 rules or of providing analogous functionalities that would meet the intent of the 911 Act and the Commission's regulations.[59]

D. The Vonage Order

20. On November 12, 2004, the Commission released the *Vonage Order*, in which it preempted an order of the Minnesota Public Utilities Commission (Minnesota Commission) that applied Minnesota's traditional "telephone company" regulations to Vonage's DigitalVoice service.[60] Vonage's DigitalVoice

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[53] *See id.*

[54] *See Notice*, 19 FCC Rcd at 4898-99, para. 53.

[55] 47 U.S.C. §§ 151, 154(i), 251(e)(3).

[56] *See Notice*, 19 FCC Rcd at 4898-99, para. 53 n.160 (citing *E911 Scope Order*, 18 FCC Rcd at 25345-46, paras. 13-15).

[57] *See id.* at 4898-99, 4900-01, paras. 53, 55-56.

[58] *See id.* at 4900-01, paras. 55-56. The *Notice* sets forth four criteria the Commission previously has used to determine whether particular entities should, in the public interest, be subject to some form of 911/E911 regulation: (1) the entity offers real-time, two-way switched voice service, interconnected with the public switched network, either on a stand-alone basis or packaged with other telecommunications services; (2) customers using the service or device have a reasonable expectation of access to 911 and E911 services; (3) the service competes with traditional CMRS or wireline local exchange service; and (4) it is technically and operationally feasible for the service or device to support E911. *See id.* at 4900, para. 55. The Commission first relied on these criteria in the *E911 Scope Order*, where the Commission made clear that factors other than the four listed criteria could also inform the Commission's decision regarding what 911/E911 obligations should be imposed on a service provider. *See id.* (citing *E911 Scope Order*, 18 FCC Rcd at 25347, para. 19). In the *Notice*, the Commission sought comment on whether VoIP services, and other IP-enabled services, satisfy these four criteria. The Commission also sought comment on whether these four criteria provide the appropriate analytical framework for determining whether, and to what extent, IP-enabled services should fall within the scope of the Commission's 911/E911 regulatory framework, and whether modifications to these criteria, or other criteria, would better serve the public interest in light of the variety of IP-enabled services and their very different functionalities. *See id.*

[59] *See Notice*, 19 FCC Rcd at 4898-900, paras. 53-54.

[60] *See Vonage Order*, 19 FCC Rcd at 22411, para. 14. DigitalVoice is an IP-enabled service that provides real-time, multidirectional voice functionality to its end users over any broadband connection. *See id.* at 22407, para. 7.

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service is a portable service that is available anywhere the Vonage customer is able to obtain a broadband connection.[61] Vonage does not supply that broadband connection.[62] Vonage's DigitalVoice service assigns its users North American Numbering Plan (NANP) numbers and provides them the ability to place and receive calls to and from the PSTN.[63] As described more fully in that order, the Commission held that DigitalVoice cannot be separated into interstate and intrastate communications for compliance with Minnesota's requirements without negating valid federal policies and rules.[64] Thus, without classifying Vonage's service as either an information service or as a telecommunications service under the Act, the Commission preempted the Minnesota Commission's requirements and ruled that the Minnesota Commission "may not require Vonage to comply with its certification, tariffing or other related requirements as conditions to offering DigitalVoice in that State."[65] The Commission expressed no opinion with respect to the applicability to Vonage of Minnesota's general laws governing entities conducting business within the state.[66] Appeals of that order were filed before a number of United States Courts of Appeals.[67]

E. NENA Standards Development

21. Consistent with the December 2003 agreement between NENA and the Voice on the Net (VON) Coalition, industry participants, state agencies and commissions, public safety officials and PSAPs, and the Association of Public-Safety Communications Officials - International, Inc. (APCO) have been working together under the auspices of NENA to develop solutions that will lead to VoIP subscribers receiving E911 functionality.[68] Specifically, NENA is expected to publish within the next few months an "I2" standard designed to allow VoIP providers to deliver 911 calls through the Wireline E911 Network with call back numbers and location information.[69] The Commission applauds NENA's leadership and

[61] *See id.* at 22406, para. 5.

[62] *See id.*

[63] *See id.* at 22407-08, paras. 8-9.

[64] *See id.* at 22411-12, para. 14.

[65] *Id.* at 22432, para. 46.

[66] *See id.* at 22405, para. 1.

[67] *See, e.g., California v. FCC*, No. 05-70007 (9th Cir. filed Jan. 3, 2005); *New York v. FCC*, No. 05-1060 (2d Cir. filed Jan. 7, 2005); *Pub. Util. Comm'n of Ohio v. FCC*, No. 05-3056 (6th Cir. filed Jan. 7, 2005); *Minnesota Pub. Util. Comm'n v. FCC*, No. 05-1069 (8th Cir. filed Jan. 6, 2005); *Nat'l Ass'n of State Util. Consumer Advocates v. FCC*, No. 05-1122 (8th Cir. filed Jan. 11, 2005). Each of these cases was consolidated in the United States Court of Appeals for the Ninth Circuit (Ninth Circuit) in *California v. FCC*. *See California v. FCC* (No. 05-70007). On April 15, 2005, however, the Ninth Circuit granted a motion by the state of California and the California Public Utility Commission for voluntary dismissal, and currently is considering a motion to transfer the remaining cases to the United States Court of Appeals for the Eighth Circuit. *See* Petitioners Joint Motion to Transfer Proceedings and Amend Briefing Schedule, *National Ass'n of State Util. Consumer Advocates v. FCC*, No. 05-71238 (9th Cir. filed Feb. 22, 2005).

[68] *See* VON Coalition and NENA, *Public Safety and Internet Leaders Connect on 911*, Press Release (Dec. 1, 2003) <http://www.von.org/usr_files/VOIP%20press%20release%20FINAL%20112803> (setting forth agreement for how two industry groups will work together as VoIP is deployed).

[69] *See* Letter from Cronan O'Connell, Vice President-Federal Regulatory, Qwest, to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36, at 2 (filed Apr. 11, 2005) (Qwest Apr. 11, 2005 *Ex Parte* Letter) ("I2 NENA Specifications targeted for completion in April/May 2005"); VON Coalition and NENA, *Answering the Call for 9-1-1 Emergency Services in an Internet World* at 7 (Jan. 2005)

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industry's efforts in this regard, which will likely play a critical role in the provision of E911 services by interconnected VoIP service providers.

III. DISCUSSION

22. In this Order, we define "interconnected VoIP service" and require providers of this type of VoIP service to incorporate E911 service into all such offerings within the period of time specified below. We commit ourselves to swift and vigorous enforcement of the rules we adopt today. Because we have not decided whether interconnected VoIP services are telecommunications services or information services, we analyze the issues addressed in this Order primarily under our Title I ancillary jurisdiction to encompass both types of service. We decline to exempt providers of interconnected VoIP services from liability under state law related to their E911 services. Accompanying today's Order is an *NPRM* that addresses a number of issues raised by our decision today.

A. Scope

23. Our first task is to determine what IP-enabled services should be the focus of our concern. We begin by limiting our inquiry to VoIP services, for which some type of 911 capability is most relevant.[70] The Commission previously has determined that customers today lack any expectation that 911 will function for non-voice services like data services.[71] The record clearly indicates, however, that consumers expect that VoIP services that are interconnected with the PSTN will function in some ways like a "regular telephone" service.[72] At least regarding the ability to provide access to emergency

<http://www.von.org/usr_files/911%20VON%20White%20Paper%201-12-05%20final.pdf> (VON/NENA Jan. 2005 White Paper) (stating that I2 specification will be available in the second quarter of 2005).

[70] *Cf. Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities*, CC Docket Nos. 90-571, 98-67, CG Docket No. 03-123, Report and Order, Order on Reconsideration, and Further Notice of Proposed Rulemaking, 19 FCC Rcd 12475, 12521-22, paras. 116-18 (2004) (granting extension of waiver exempting Video Relay Services providers from requirement automatically and immediately to transfer emergency calls to an appropriate PSAP); *Provision of Improved Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities*, CC Docket No. 98-67, Order on Reconsideration, 18 FCC Rcd 4761, 4766, para. 12 (2003) ("waiv[ing] the TRS mandatory minimum standard requiring emergency call handling for a five year period as applied to IP Relay providers").

[71] *Cf. E911 Scope Order*, 18 FCC Rcd at 25351, para. 28 (exempting from mobile satellite service 911 requirements any service that utilizes terrestrial temporary fixed earth station terminals which are designed only for data services). As the Commission stated in the context of mobile satellite service 911 obligations, we may revisit this exemption in the future should the technology or consumer expectations change. *See id.*

[72] *See, e.g.*, APT Comments at 6 (stating that "[c]onsumers have expectations that VOIP services are fundamentally equivalent to telephony services" and quoting a Vonage advertisement stating that VoIP service is "like the home phone service you have today" (citing Vonage, http://www.vonage.com/learn_tour.php (visited May 20, 2004))); Alcatel Comments at 18-19 (stating that customers have a reasonable expectation that 911/E911 services will be available for most VoIP services, and noting that voice functions provided as part of an Xbox video game service are a VoIP service for which such an expectation is not reasonable because a video game service is not a replacement for PSTN service); Nebraska Commission Comments at 6 (claiming that consumers would expect a service to offer similar protections as compared to traditional local exchange service if the service uses NANP numbers; utilizes the PSTN in either originating or terminating service; is advertised or used as telephone service or as a replacement service for POTS; and is functionally equivalent to traditional telephony); New Jersey Ratepayer Advocate Comments at 16, 22 (stating that consumers likely will expect to have rapid access to emergency services via 911 for VoIP services that are marketed and sold as a substitute for traditional telephone service – which we understand generally are interconnected VoIP services); SBC Comments at 58-61 (arguing that consumers would be more likely

services by dialing 911, we find these expectations to be reasonable. If a VoIP service subscriber is able to receive calls from other VoIP service users *and* from telephones connected to the PSTN, and is able to place calls to other VoIP service users *and* to telephones connected to the PSTN, a customer reasonably could expect to be able to dial 911 using that service to access appropriate emergency services.[73] Thus, we believe that a service that enables a customer to do everything (or nearly everything[74]) the customer could do using an analog telephone, and more, can at least reasonably be expected and required to route 911 calls to the appropriate destination.

24. The E911 rules the Commission adopts today apply to those VoIP services that can be used to receive telephone calls that originate on the PSTN and can be used to terminate calls to the PSTN – "interconnected VoIP services." Although the Commission has not adopted a formal definition of "VoIP," we use the term generally to include any IP-enabled services offering real-time, multidirectional voice functionality, including, but not limited to, services that mimic traditional telephony.[75] Thus, an interconnected VoIP service is one we define for purposes of the present Order as bearing the following characteristics: (1) the service enables real-time, two-way voice communications; (2) the service requires a broadband connection from the user's location;[76] (3) the service requires IP-compatible CPE;[77] and

to expect that 911 service would work for interconnected real-time voice services than for strictly peer-to-peer services or data services); Time Warner Comments at 8; Letter from Glenn S. Richards, Counsel for VON Coalition, to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36, Attach. at 4 (filed May 12, 2005) (VON Coalition May 12, 2005 *Ex Parte* Letter); *cf.* EFF Comments at 3-4 (arguing that evaluating consumer expectations is difficult and that at a minimum the Commission should presume that services with no PSTN nexus should be exempt from traditional telecommunications regulation).

[73] *See, e.g.*, King County Comments at 2 ("The service provider of any device that functions like a telephone and has the ability to connect to the Public Switched Telephone Network (PSTN) to deliver voice calls should be required to provide E911 service to their customers. The public expectation is that any device that can make voice phone calls can call 911.").

[74] For example, some VoIP services that have full interconnection to the PSTN may not be line powered and so, unlike an analog telephone connected to the PSTN, may not work in a power outage. *See, e.g.*, New Jersey Ratepayer Advocate Comments at 23 (stating that packet switched networks do not have the same built-in power source that circuit switched networks do, and thus are more susceptible to service outages); Sonic.net Comments at 3; Montana Commission Comments at 5; Letter from Kathleen Grillo, Vice President – Federal Regulatory, Verizon, to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36, Attach. 2 at 4 (filed Apr. 15, 2005) (Verizon Apr. 15, 2005 *Ex Parte* Letter) (stating in VoiceWing's Terms of Service that a power or broadband service outage will prevent all service, including 911 service).

[75] *See Notice*, 19 FCC Rcd at 4866, para. 3 n.7.

[76] *Cf. Vonage Order*, 19 FCC Rcd at 22424, para. 32. While we recognize that some kinds of VoIP service can be supported over a dialup connection, we expect that most VoIP services will be used over a broadband connection. We seek comment in the *NPRM* on whether we should expand the scope of the present Order to include VoIP services that do not require a broadband connection. *See infra* Part IV.

[77] The term "IP-compatible CPE" refers to end-user equipment that processes, receives, or transmits IP packets. Users may in some cases attach conventional analog telephones to certain IP-compatible CPE in order to use an interconnected VoIP service. For example, IP-compatible CPE includes, but is not limited to, (1) terminal adapters, which contain an IP digital signal processing unit that performs digital-to-audio and audio-to-digital conversion and have a standard telephone jack connection for connecting to a conventional analog telephone; (2) a native IP telephone; or (3) a personal computer with a microphone and speakers, and software to perform the conversion (softphone). *See Vonage Order*, 19 FCC Rcd at 22407, para. 6; *see also Petition for Declaratory Ruling That Pulver.com's Free World Dialup Is Neither Telecommunications Nor a Telecommunications Service*, WC Docket No. 03-45, Memorandum Opinion and Order, 19 FCC Rcd 3307, 3308 n.2 (2004) (*Pulver Order*).

(4) the service offering permits users generally to receive calls that originate on the PSTN *and* to terminate calls to the PSTN.[78] We make no findings today regarding whether a VoIP service that is interconnected with the PSTN should be classified as a telecommunications service or an information service under the Act.[79]

[78] *Cf. Vonage Order*, 19 FCC Rcd at 22407-08, paras. 8-9 (describing the origination and termination of Vonage DigitalVoice calls to and from the PSTN). The instant Order does not apply to providers of other IP-based services such as instant messaging or Internet gaming because although such services may contain a voice component, customers of these services cannot place calls to and receive calls from the PSTN. The rules we adopt today apply to interconnected VoIP services rather than the sale or use of IP-compatible CPE, such as an IP-PBX, that itself uses other telecommunications services or VoIP services to terminate traffic to and receive traffic from the PSTN. The rules we adopt in today's Order also apply only to providers that offer a single service that provides the functionality described above. *But see infra* para. 58 (tentatively concluding that separate service offerings that can be combined by the user should also be subject to our E911 requirements). Thus, the E911 requirements we impose in this Order apply to all VoIP services that are encompassed within the scope of the *Vonage Order*. In the *Vonage Order*, the Commission preempted certain state regulation of Vonage's "DigitalVoice" VoIP service, and indicated that the Commission would preempt similar state regulation of other types of IP-enabled services having basic characteristics similar to DigitalVoice. It is incumbent on this Commission to ensure that customers of these services are still able to obtain access to appropriate emergency services when dialing 911. We further note that imposing E911 regulation on interconnected VoIP service providers is consistent with the four criteria the Commission identified in the *E911 Scope Order* that have been used to determine whether particular entities should be subject to some form of 911/E911 regulation. *See supra* note 58 (citing *Notice*, 19 FCC Rcd at 4900, para. 55 (setting forth the four criteria)). In addition, the criteria we use to define the scope of the present Order are similar, though not identical, to proposals suggested by some commenters. For instance, NCTA proposes that the Commission impose certain requirements, such as 911 requirements, on VoIP services that: (1) use NANP resources; (2) receive calls from – or terminate them to – the PSTN; (3) represent a possible replacement for POTS; and (4) use IP transmission between the service provider and the end user customer, including use of an IP terminal adapter and/or IP-based telephone set. NCTA, *Balancing Responsibilities and Rights: A Regulatory Model for Facilities-Based VoIP Competition*, at 4, 22 (Feb. 2004) <http://www.ncta.com/PDF_files/VoIPWhitePaper.pdf> (NCTA VoIP White Paper). *See also* Level 3 Comments at 3, 25 (stating that VoIP providers should be required to provide "911 and E911 (where technically and operationally feasible) for those services that compete with traditional PSTN services and for which consumers have an expectation of such access"); SBC Comments at 58-61 (stating that it is most important to ensure that interconnected VoIP services offer 911 calling capabilities, as opposed to data-only services or services that are not interconnected to the PSTN); Time Warner Comments at 8, 13 (proposing that the scope of VoIP services subject to an E911 service obligation "be limited to those services that: (1) assign their subscribers NANP numbers; and (2) allow subscribers to receive calls from and terminate calls to the PSTN"); Letter from John T. Nakahata, Counsel for Microsoft, to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36 (filed May 8, 2005) (urging the Commission to limit the scope of the VoIP services that would be subject to an E911 mandate to "consumer real-time, two-way switched voice services offered for a fee that are interconnected with the PSTN, capable of both receiving calls from and terminating calls to the PSTN, and for which the service provider assigns the end users using the VoIP service a unique working North American Numbering Plan telephone number (other than numbers, such as toll-free numbers, that are used to reach a database that determines the destination telephone number)"); Letter from Henry Goldberg, Counsel for Skype, to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36 at 1 (filed May 10, 2005) (Skype May 10, 2005 *Ex Parte* Letter) (urging the Commission to impose E911 obligations on interconnected VoIP providers that use NANPA phone numbers and "include or enable use of either traditional CPE or CPE that, like traditional CPE, is always on and offers a dial tone"); VON Coalition May 12, 2005 *Ex Parte* Letter, Attach. at 4.

[79] *Cf. Vonage Order*, 19 FCC Rcd 22414, para. 18 (declining to classify Vonage's specific service as a telecommunications service or an information service under the Act).

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25. While the rules we adopt today apply to providers of all interconnected VoIP services, we recognize that certain VoIP services pose significant E911 implementation challenges. For example, the mobility enabled by a VoIP service that can be used from any broadband connection creates challenges similar to those presented in the wireless context.[80] These "portable" VoIP service providers often have no reliable way to discern from where their customers are accessing the VoIP service.[81] The Commission's past experience with setting national rules for 911/E911 service is informative, and we expect that our adoption today of E911 service obligations for providers of interconnected VoIP service will speed the further creation and adoption of such services, similar to the manner in which the Commission's adoption of E911 service obligations in the wireless context helped foster the widespread availability of E911 services for mobile wireless users, where it formerly was not possible for wireless carriers automatically to determine the precise geographic location of their customers.[82] We recognize and applaud the progress that has already been made to ensure that VoIP customers have E911 services.[83]

[80] In general, providers of solely "fixed" VoIP services (*i.e.*, those that are not portable) face fewer technical obstacles to providing their customers with E911 service. *See, e.g.*, Letter from Bennett L. Ross, General Counsel-D.C., BellSouth D.C., Inc. to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36 at 1-2 (filed May 12, 2005) (BellSouth May 12, 2005 *Ex Parte* Letter) (comparing E911 challenges for fixed and nomadic services); *see also* VON Coalition May 12, 2005 *Ex Parte* Letter, Attach. at 4 (claiming that the most "workable" definition of fixed services is defining those VoIP services that are "incapable of being nomadic"). It appears that most fixed VoIP service providers already have deployed, or are in the process of deploying, E911 services very much like those provided to wireline telephone customers. *See, e.g.*, Letter from James L. Casserly, Counsel for Comcast, to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36 at 1 (filed May 12, 2005) ("The VoIP service that Comcast is currently offering . . . is E911 capable. Comcast selectively routes its customers' 911 calls to the appropriate PSAPs, and Automatic Location information associated with the customer's service address is transmitted to the PSAPs along with the caller's telephone number."); NCTA Comments at 13-14 (listing various cable operators that already provide E911); Cablevision, *Optimum Voice Terms of Service, Part B* (visited May 9, 2005) <http://www.optimumvoice.com/index.jhtml?pageType=terms_of_service> (providing that "[e]nhanced 911 (E-911) is a feature of the Optimum Voice service that allows emergency operators to automatically know the telephone number and address of the dialing party"); Cox, *VoIP: Ready for Prime Time*, at 2 (visited May 9, 2005) <http://www.cox.com/about/NewsRoom/files/VoIPreadyMay04.pdf> ("Cox's managed VoIP technology enables Enhanced 911 (E-911) service, while some Internet Telephony providers do not.").

[81] *See Vonage Order*, 19 FCC Rcd at 22406, para. 5; *see also Pulver Order*, 19 FCC Rcd at 3322, para. 22; Letter from James R. Hobson, Counsel for Greater Harris County (Texas) 9-1-1, Tarrant County (Texas) 9-1-1, and NENA to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36, Attach. at 3 (Greater Harris County/Tarrant County/NENA Apr. 15, 2005 *Ex Parte* Letter) ("Since the application is separate from the transmission facility, it is highly unlikely the VoIP service provider knows where its subscriber is using the service at a given time."); Letter from James K. Smith, Executive Director - Federal Regulatory, SBC Telecommunications, Inc., to Marlene H. Dortch, Secretary, FCC, WC Docket Nos. 04-36, 04-29 and 03-211, Attach. at 19 (filed Oct. 8, 2004) (stating that it is "[i]nfeasible to locate [the] geographic end point on the IP side of an IP-PSTN communication" because "IP communications are routed to devices, not geographic locations"). The record demonstrates that there currently are no solutions that allow a provider of portable VoIP services to determine the location of an end user absent the end user affirmatively telling the service provider where he or she is. *See* Greater Harris County/Tarrant County/NENA Apr. 15, 2005 *Ex Parte* Letter, Attach. at 3 ("[T]he subscriber must play an active role in identifying his or her location for accurate 9-1-1 call routing and ALI purposes.").

[82] *But see* Letter from John T. Nakahata, Counsel to Level 3, to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36 at 6-7 (filed May 12, 2005) (Level 3 May 12, 2005 *Ex Parte* Letter).

[83] *See supra* note 80. For instance, some VoIP service providers have contracted with a third party such as a competitive LEC to indirectly interconnect with the Wireline E911 Network at the Selective Router. *See, e.g.*, Letter from Glenn T. Reynolds, Vice President – Federal Regulatory, BellSouth Corporation to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36, Attach. at 3. (BellSouth Apr. 19, 2005 *Ex Parte* Letter). In addition, a VoIP

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We stress, however, that should the need arise, we stand ready to expand the scope or substance of the rules we adopt today if necessary to ensure that the public interest is fully protected. Indeed, the *NPRM* that accompanies today's Order seeks comment on whether further intervention is necessary in this area.[84]

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service provider has established direct interconnection with the Selective Router(s) in at least one state. *See* Letter from William B. Wilhelm, Jr., Counsel for Vonage, to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36, Attach. 1 (filed May 9, 2005) (Vonage May 9, 2005 *Ex Parte* Letter) (explaining that in Rhode Island Vonage routes calls directly to the Selective Router that services the Rhode Island PSAP). Further, several incumbent LECs are offering, or have announced their intent to offer, VoIP service providers direct interconnection to their Selective Routers through tariff, contract, or a combination thereof. *See* Letter from Cronan O'Connell, Vice President – Federal Regulatory, Qwest to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36 at 1, Attach. at 6, 8 (Qwest Apr. 12, 2005 *Ex Parte* Letter); Verizon, *Verizon Identifies Solution Enabling VoIP Companies to Connect to E911 Emergency Calling System*, Press Release (rel. Apr. 26, 2005) <http://newscenter.verizon.com>; Letter from Glenn T. Reynolds, Vice President – Federal Regulatory, BellSouth, to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36 (filed May 11, 2005) (setting forth BellSouth's "commitment to expeditious development and provision of an additional product allowing VoIP providers to purchase direct connection to the E911 selective routers"); *see also, e.g.*, Letter from Mary Boyd, Vice President Government & External Affairs, Intrado, to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36, Attach. at 7 (filed Apr. 4, 2005) (Intrado Apr. 4, 2005 *Ex Parte* Letter) (stating that VoIP service providers can use existing 911/E911 infrastructure for certain services); NENA Feb. 22, 2005 *Ex Parte* Comments at 7 (stating that competitive LECs and cable VoIP providers already have access to systems necessary to provide E911 service). We further understand that it is technically possible today for interconnected VoIP providers to deliver a 911 caller's call back number and location to a geographically appropriate PSAP over the Wireline E911 Network utilizing location information provided by the caller. *See, e.g.*, Letter from Jeffrey A. Citron, Chairman and CEO, Vonage Holdings Corp., to Christopher Rice, Executive Vice President, Network Planning & Engineering, SBC, WC Docket 04-36 at 1 (filed Mar. 30, 2005) (Vonage Mar. 30, 2005 *Ex Parte* Letter) (noting that Vonage has already deployed a VoIP E911 solution in Rhode Island and trialed a solution in Qwest's King County territory); Intrado Apr. 4, 2005 *Ex Parte* Letter, Attach. at 5 ("Technology exists to enable full E9-1-1 for VoIP subscribers regardless of movement and [telephone number] assignment."); Letter from William B. Wilhelm, Jr., Counsel for Vonage Holdings Corp., to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36 at 1-2 (filed Apr. 7, 2005) (Vonage Apr. 7, 2005 *Ex Parte* Letter) (noting interim solution trial with Verizon in New York and 911 access made available by SBC to its VoIP affiliate); New York City Apr. 22, 2005 *Ex Parte* Letter (stating that New York is working with Vonage and others so that VoIP users will have access to the City's 911 emergency response system); Verizon Apr. 15, 2005 *Ex Parte* Letter at 1 (noting that a Verizon VoIP 911 solution is being developed in New York City) ; Letter from Kathleen Grillo, Vice President, Federal Regulatory, Verizon to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36 at 2-3 (filed May 11, 2005) (Verizon May 11, 2005 *Ex Parte* Letter) (detailing New York City solution); Qwest Apr. 12, 2005 *Ex Parte* Letter at 1, Attach. at 6-8 (discussing the Vonage/Qwest King County trial and Qwest's PS/ALI offering); Letter from William B. Wilhelm, Jr., Counsel for Vonage Holdings Corp., to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36 at 2 (filed Apr. 18, 2005) (Vonage Apr. 18, 2005 *Ex Parte* Letter) (noting that "Qwest's cooperation has shown that implementing the I2 solution is technically feasible"); Greater Harris County/Tarrant County/NENA Apr. 15, 2005 *Ex Parte* Letter, Attach. at 1, 5; Letter from Mary Boyd, Vice President Government & External Affairs, Intrado, to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36, Attach. at 10 (filed Apr. 19, 2005) (Intrado Apr. 19, 2005 *Ex Parte* Letter) (identifying two I2 solutions "operational today"); BellSouth Apr. 19, 2005 *Ex Parte* Letter at 1 (stating "there are numerous E911 solutions available today to any VoIP provider interested in providing such service to their end users"); Letter from Bruce A. White, Vice President and General Counsel, TeleCommunication Systems, Inc., to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36, Attach. at 25-28 (filed Apr. 22, 2005) (describing the TeleCommunication Systems, Inc. VoIP 911 offering currently being trialed in Kansas City) (TCS Apr. 22, 2005 *Ex Parte* Letter).

[84] *See infra* Part IV.

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B. Authority

26. We conclude that we have authority under Title I of the Act to impose E911 requirements on interconnected VoIP providers, and commenters largely agree.[85] In addition, we conclude that we have authority to adopt these rules under our plenary numbering authority pursuant to section 251(e) of the Act.[86] We find that regardless of the regulatory classification, the Commission has ancillary jurisdiction to promote public safety by adopting E911 rules for interconnected VoIP services. This Order, however, in no way prejudges how the Commission might ultimately classify these services. To the extent that the Commission later finds these services to be telecommunications services, the Commission would have additional authority under Title II to adopt these rules.

27. Ancillary jurisdiction may be employed, in the Commission's discretion, when Title I of the Act gives the Commission subject matter jurisdiction over the service to be regulated[87] and the assertion of jurisdiction is "reasonably ancillary to the effective performance of [its] various responsibilities."[88] Both predicates for ancillary jurisdiction are satisfied here.

28. First, based on sections 1 and 2(a) of the Act,[89] coupled with the definitions set forth in section 3(33) ("radio communication") and section 3(52) ("wire communication"),[90] we find that interconnected

[85] *See, e.g.*, AT&T Comments at 29; BellSouth Comments at 63; Comcast Comments at 15; Cox Comments at 22-25; NCTA Comments at 23-24; NENA Comments at 2; Net2Phone Comments at 8-9; New Jersey Ratepayer Advocate Comments at 18; SBC Comments at 57, 95-98; USCCB *et al.* Comments at 29-35; AT&T Reply at 19-21; Cingular Reply at 9-10. *But see* CompTel/Ascent Comments at 19; New York City Comments at 2-5; Sprint Comments at 27-29.

[86] 47 U.S.C. § 251(e).

[87] *See United States v. Southwestern Cable Co.*, 392 U.S. 157, 177-78 (1968) (*Southwestern Cable*). *Southwestern Cable*, the lead case on the ancillary jurisdiction doctrine, upheld certain regulations applied to cable television systems at a time before the Commission had an express congressional grant of regulatory authority over that medium. *See id.* at 170-71. In *Midwest Video I*, the Supreme Court expanded upon its holding in *Southwestern Cable*. The plurality stated that "the critical question in this case is whether the Commission has reasonably determined that its origination rule will 'further the achievement of long-established regulatory goals in the field of television broadcasting by increasing the number of outlets for community self-expression and augmenting the public's choice of programs and types of services . . . .'" *United States v. Midwest Video Corp.*, 406 U.S. 649, 667-68 (1972) (*Midwest Video I*) (quoting *Amendment of Part 74, Subpart K, of the Commission's Rules and Regulations Relative to Community Antenna Television Systems; and Inquiry into the Development of Communications Technology and Services to Formulate Regulatory Policy and Rulemaking and/or Legislative Proposals*, Docket No. 18397, First Report and Order, 20 FCC 2d 201, 202 (1969) (*CATV First Report and Order*)). The Court later restricted the scope of *Midwest Video I* by finding that if the basis for jurisdiction over cable is that the authority is ancillary to the regulation of broadcasting, the cable regulation cannot be antithetical to a basic regulatory parameter established for broadcast. *See FCC v. Midwest Video Corp.*, 440 U.S. 689, 700 (1979) (*Midwest Video II*); *see also American Library Ass'n v. FCC*, No. 04-1037, slip op. (D.C. Cir. May 6, 2005) (holding that the Commission lacked authority to impose broadcast content redistribution rules on equipment manufacturers using ancillary jurisdiction because the equipment at issue was not subject to the Commission's subject matter jurisdiction over wire and radio communications).

[88] *Southwestern Cable*, 392 U.S. at 178.

[89] 47 U.S.C. §§ 151, 152(a).

[90] Section 3(33) of the Act defines the term "radio communication" or "communication by radio" to mean "the transmission by radio of writing, signs, signals, pictures, and sounds of all kinds, including all instrumentalities, facilities, apparatus, and services (among other things, the receipt, forwarding, and delivery of communications)

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VoIP is covered by the Commission's general jurisdictional grant. Specifically, section 1 states that the Commission is created "[f]or the purpose of regulating interstate and foreign commerce in communication by wire and radio so as to make available, so far as possible, to all the people of the United States . . . a rapid, efficient, Nation-wide, and world-wide wire and radio communication service with adequate facilities at reasonable charges," and that the agency "shall execute and enforce the provisions of th[e] Act."[91] Section 2(a), in turn, confers on the Commission regulatory authority over all interstate communication by wire or radio.[92] In the *Notice*, the Commission adopted no formal definition of "VoIP" but used the term generally to include "any IP-enabled services offering real-time, multidirectional voice functionality, including, but not limited to, services that mimic traditional telephony."[93] Recently, in the *Vonage Order*, the Commission found that Vonage's DigitalVoice service – an interconnected VoIP service – is subject to the Commission's interstate jurisdiction.[94] Consistent with that conclusion, we find that interconnected VoIP services are covered by the statutory definitions of "wire communication" and/or "radio communication" because they involve "transmission of [voice] by aid of wire, cable, or other like connection . . ." and/or "transmission by radio . . ." of voice. Therefore, these services come within the scope of the Commission's subject matter jurisdiction granted in section 2(a) of the Act.

29. Second, our analysis requires us to evaluate whether imposing a E911 requirement is reasonably ancillary to the effective performance of the Commission's various responsibilities. Based on the record in this matter, we find that the requisite nexus exists. The Act charges the Commission with responsibility for making available "a rapid, efficient, Nation-wide, and world-wide wire and radio communication service . . . for the purpose of *promoting safety of life and property* through the use of wire and radio communication."[95] In light of this statutory mandate, promoting an effective nationwide

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incidental to such transmission." 47 U.S.C. § 153(33). Section 3(52) of the Act defines the term "wire communication" or "communication by wire" to mean "the transmission of writing, signs, signals, pictures, and sounds of all kinds by aid of wire, cable, or other like connection between the points of origin and reception of such transmission, including all instrumentalities, facilities, apparatus, and services (among other things, the receipt, forwarding, and delivery of communications) incidental to such transmission." 47 U.S.C. § 153(52).

[91] 47 U.S.C. § 151.

[92] *See* 47 U.S.C. § 152(a) (stating that the provisions of the Act "shall apply to all interstate and foreign communication by wire or radio and all interstate and foreign transmission of energy by radio, which originates and/or is received within the United States, and to all persons engaged within the United States in such communication or such transmission of energy by radio. . .").

[93] *Notice*, 19 FCC Rcd at 4866, para. 3 n.7.

[94] *See Vonage Order*, 19 FCC Rcd at 22413-14, para. 18. In addition, the Commission adopted an order declaring that pulver.com's Free World Dialup VoIP service is an information service under the Act and is subject to federal jurisdiction. *See Pulver Order*, 19 FCC Rcd at 3311, para. 8.

[95] 47 U.S.C. § 151 (emphasis added). Our actions today are not in conflict or otherwise inconsistent with any other provision of the Act. We acknowledge that section 230 of the Act provides that "[i]t is the policy of the United States - to preserve the vibrant and competitive free market that presently exists for the Internet and other interactive computer services, unfettered by Federal or State regulation." 47 U.S.C. § 230(b)(2). We do not, however, believe that this policy statement precludes us from adopting E911 rules for interconnected VoIP providers here. We note that the Commission's discussion of section 230 in the *Vonage Order* as cautioning against regulation was limited to "traditional common carrier economic regulations." *Vonage Order*, 19 FCC Rcd at 22426, para. 35.

In addition, while we acknowledge that there are generally intrastate components to interconnected VoIP service and E911 service, we reject any argument that 911/E911 services are purely intrastate and therefore the Commission has no jurisdiction in this area. The Commission has long maintained a federal role in wireline and wireless 911/E911

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911/E911 emergency access system has become one of the Commission's primary public safety responsibilities under the Act. As the Commission has recognized, "[i]t is difficult to identify a nationwide wire or radio communication service more immediately associated with promoting safety of life and property than 911."[96] Indeed, the Commission has previously relied on Title I to satisfy both prongs of the standard for asserting ancillary jurisdiction: (1) subject matter jurisdiction; and (2) the statutory goal furthered by the regulation. For example, in *Rural Telephone Coalition v. FCC*, the United States Court of Appeals for the District of Columbia Circuit (D.C. Circuit) upheld the Commission's assertion of ancillary jurisdiction to establish a funding mechanism to support universal service in the absence of specific statutory authority as ancillary to its responsibilities under section 1 of the Act to "further the objective of making communications service available to all Americans at reasonable charges."[97] Thus, we conclude that as more consumers begin to rely on interconnected VoIP services for their communications needs, the action we take here ensures that the Commission continues to "further the achievement of long-established regulatory goals"[98] to "promot[e] safety of life and property."[99]

30. Our actions today are consistent with, and a necessary extension of, our prior exercises of authority to ensure public safety. Since 1996, the Commission has acted to impose 911/E911 rules on providers of new technologies.[100] Since that time, the Commission has affirmed and expanded on those

issues. *See generally, e.g.*, *E911 Scope Order*, 18 FCC Rcd 25340; *N11 Codes Fifth Report and Order*, 16 FCC Rcd 22264; *E911 First Report and Order*, 11 FCC Rcd 18676; *Amendment of Part 63 of the Commission's Rules to Provide for Notification by Common Carriers of Service Disruptions*, CC Docket No. 91-273, Second Report and Order, 9 FCC Rcd 3911, 3925, para. 35 (1994) (*Part 63 Notification Order*) ("We reject suggestions that the reliability and efficiency of 911 systems are not of Commission interest."). The Commission's assertion of federal jurisdiction over 911/E911 matters has since been ratified twice by Congress. *See* 911 Act § 2(a)(4) (finding that "improved public safety remains an important public health objective of Federal, State, and local governments and substantially facilitates interstate and foreign commerce"). *See generally* 911 Act; Ensuring Needed Help Arrives Near Callers Employing 911 Act of 2004, Pub. Law 108-494 (2004) (codified at 47 U.S.C. § 901 nt.) (ENHANCE 911 Act of 2004). Indeed, similar to the Commission's conclusions in the wireless 911/E911 context, we identify various inseverable, nationwide aspects of E911 operations for interconnected VoIP services, including: (1) ubiquitous E911 operational compatibility; (2) avoiding state-by-state technical and operational requirements that would burden equipment manufacturers and providers; and (3) avoiding confusion by end users who attempt to contact emergency services while using the interconnected VoIP service away from their primary locations. *See E911 First Report and Order*, 11 FCC Rcd at 18729-30, para. 104.

[96] *E911 NPRM*, 9 FCC Rcd at 6171, para. 7; *see Part 63 Notification Order*, 9 FCC Rcd at 3925, para. 35 ("The reliability of 911 service is integrally related to our responsibilities under Section 1 of the Act, which include 'promoting safety of life and property through the use of wire and radio communication.'"); *see also Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems; E911 Phase II Compliance Deadlines for Tier III Carriers*, CC Docket No. 94-102, Order, FCC 05-79 (rel. Apr. 1, 2005); Federal Communications Commission, *FCC Amended Report to Congress on the Deployment of E-911 Phase II Services by Tier III Service Providers* at 2, 11 (Apr. 1, 2005); *E911 Scope Order*, 18 FCC Rcd at 25346, paras. 13, 16; *E911 First Report and Order*, 11 FCC Rcd at 18681, para. 8.

[97] *Rural Tel. Coalition v. FCC*, 838 F.2d 1307, 1315 (D.C. Cir. 1988).

[98] *Midwest Video I*, 406 U.S. at 667-68 (quoting *CATV First Report and Order*, 20 FCC 2d at 202).

[99] 47 U.S.C. § 151.

[100] *See generally E911 First Report and Order*, 11 FCC Rcd 18676; *E911 Scope Order*, 18 FCC Rcd 25340.

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efforts by exercising jurisdiction over other services to impose 911/E911 requirements, relying primarily on its Title I authority.[101] That exercise of authority has been ratified, not rebuked, by Congress.[102]

31. Further, we note that our actions here are consistent with other provisions of the Act. For example, we are guided by section 706,[103] which directs the Commission (and state commissions with jurisdiction over telecommunications services) to encourage the deployment of advanced telecommunications capability to all Americans by using measures that "promote competition in the local telecommunications market" and removing "barriers to infrastructure investment."[104] Internet-based services such as interconnected VoIP are commonly accessed via broadband facilities (*i.e.*, advanced telecommunications capabilities under the 1996 Act).[105] The uniform availability of E911 services may spur consumer demand for interconnected VoIP services, in turn driving demand for broadband connections, and consequently encouraging more broadband investment and deployment consistent with the goals of section 706.[106] Indeed, the Commission's most recent *Fourth Section 706 Report to Congress* recognizes the nexus between VoIP services and accomplishing the goals of section 706.[107]

32. Moreover, as stated above, in recognition of the critical role 911/E911 services play in achieving the Act's goal of promoting safety of life and property, Congress passed the 911 Act, which among other things made 911 the universal emergency telephone number for both wireline and wireless telephone service for the nation.[108] In the 911 Act, Congress made a number of findings regarding wireline and wireless 911 services, including that "improved public safety remains an important public health objective of Federal, State, and local governments and substantially facilitates interstate and foreign commerce," and that "emerging technologies can be a critical component of the end-to-end communications infrastructure connecting the public with emergency [services]."[109] Thus, we believe

[101] *See E911 Scope Order*, 18 FCC Rcd at 25345-46, paras. 12-16.

[102] *See generally* 911 Act; ENHANCE 911 Act of 2004.

[103] 47 U.S.C. § 157 nt. (incorporating section 706 of the Telecommunications Act of 1996, Pub. Law No. 104-104, 110 Stat. 56 (1996) (1996 Act)).

[104] 47 U.S.C. § 157 nt.; *see also, e.g.*, 47 U.S.C. § 154(o) (requiring the Commission, "[f]or the purpose of obtaining maximum effectiveness from the use of radio and wire communications in connection with safety of life and property," to investigate and study "methods of obtaining the cooperation and coordination of these systems"); 47 U.S.C. § 271(c)(2)(B)(vii) (requiring the Commission, in order to grant a Bell operating company (BOC) interLATA authority, to find that the BOC is providing nondiscriminatory access to 911 and E911 services).

[105] *See* 47 U.S.C. § 157 nt. (c)(1) (defining "advanced telecommunications capability").

[106] *Cf.* Letter from Donna N. Lampert, Counsel for AOL, to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36 at 1 (filed May 11, 2005) (AOL May 11, 2005 *Ex Parte* Letter) (stating that AOL has a "strong concern that VoIP providers with inferior emergency services reduce consumer confidence in VoIP, negatively affecting AOL").

[107] *See Availability of Advanced Telecommunications Capability in the United States*, GN Docket No. 04-54, Fourth Report to Congress, 19 FCC Rcd 20540, 20578 (2004) ("[S]ubscribership to broadband services will increase in the future as new applications that require broadband access, *such as VoIP*, are introduced into the marketplace, and consumers become more aware of such applications.") (emphasis added).

[108] *See* 911 Act § 3(a). *Cf.* ENHANCE 911 Act of 2004, § 102(4) ("[E]nhanced 911 is a high national priority and it requires Federal leadership, working in cooperation with State and local governments and with the numerous organizations dedicated to delivering emergency communications services.").

[109] 47 U.S.C. § 615(a)(3).

that our action here to impose E911 obligations on interconnected VoIP providers is consistent with Congress' public safety policy objectives.

33. Finally, as an additional and separate source of authority for the requirements we impose on providers of interconnected VoIP service in this Order, we rely on the plenary numbering authority over U.S. NANP numbers Congress granted this Commission in section 251(e) of the Act and,[110] in particular, Congress' direction to use its plenary numbering authority to designate 911 as the universal emergency telephone number within the United States, which "shall apply to both wireline and wireless telephone service."[111] We exercise our authority under section 251(e) of the Act because interconnected VoIP providers use NANP numbers to provide their services.

34. When the Commission initially implemented the 911 Act, it took actions similar to those we take today under its numbering authority. For instance, in the order implementing the 911 Act, the Commission exercised federal jurisdiction over the establishment of the deadlines by when all carriers had to provide 911 functionality, and adopted various deadlines depending on such things as whether a local community had established a PSAP.[112] The Commission also required carriers to implement certain switching and routing changes to their networks. Specifically, the Commission required all carriers to "implement a permissive dialing period, during which emergency calls will be routed to the appropriate emergency response point using either 911 or the seven- or ten-digit number."[113] In order to achieve this, carriers had to "prepare and modify switches to 'translate' the three-digit 911 dialed emergency calls at the appropriate network points to the seven- or ten-digit emergency number in use by those PSAPs, and, subsequently, route the calls to them."[114] The Commission also recognized that the transition to 911 in general required more network changes than required by translation.[115]

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[110] 47 U.S.C. § 251(e)(1) (providing that "[t]he Commission shall have exclusive jurisdiction over those portions of the North American Numbering Plan that pertain to the United States."). The Commission has been granted explicit authority to "delegat[e] to State commissions or other entities all or any portion of such jurisdiction." *Id.* The Commission has declared that it has retained its "authority to set policy with respect to all facets of numbering administration in the United States." *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Interconnection Between Local Exchange Carriers and Commercial Mobile Radio Service Providers, Area Code Relief Plan for Dallas and Houston, Ordered by the Public Utility) Commission of Texas, Administration of the North American Numbering Plan, Proposed 708 Relief Plan and 630 Numbering Plan Area Code by Ameritech-Illinois*, CC Docket No. 96-98, CC Docket No. 95-185, NSD File No. 96-8, CC Docket No. 92-237, IAD File No. 94-102, Second Report and Order and Memorandum Opinion and Order, 11 FCC Rcd 19392, 19512, para. 268 (1996) (explaining that by retaining exclusive jurisdiction over numbering policy the Commission preserves its ability to act flexibly and expeditiously). However, the Commission has delegated to others the authority to address technical and operational issues, such as the delegation to state commissions of numbering authority to address the technical and operational issues associated with the implementation of 811. *See Use of N11 Codes and Other Abbreviated Dialing Arrangements*, CC Docket No. 92-105, Sixth Report and Order, FCC 05-59, para. 35 (rel. Mar. 14, 2005).

[111] *See* 47 U.S.C. § 251(e)(3).

[112] *See N11 Codes Fifth Report and Order*, 16 FCC Rcd 22266-82, paras. 4-45.

[113] *Id.* at 22271, para. 16.

[114] *Id.* at 22272, para. 19.

[115] *See id.* at 22272, para. 20.

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35. The Commission's authority to require network changes to provide the E911 features that have long been central to the nation's 911 infrastructure[116] is included within Congress' directive to the Commission to require the establishment of 911 as a "universal emergency telephone number . . . for reporting an emergency to appropriate authorities and requesting assistance."[117]

C. Requirements

36. In this Order, we adopt an immediate E911 solution that applies to all interconnected VoIP services. We find that this requirement most appropriately discharges the Commission's statutory obligation to promote an effective nationwide 911/E911 emergency access system by recognizing the needs of the public safety community to get call back and location information and balancing those needs against existing technological limitations of interconnected VoIP providers.[118] By requiring interconnected VoIP providers to adopt E911 solutions as a top priority, we hope to minimize the likelihood of situations like the recent incidents discussed above.[119] With regard to portable interconnected VoIP services, however, we intend to adopt in a future order an advanced E911 solution for interconnected VoIP that must include a method for determining a user's location without assistance from the user as well as firm implementation deadlines for that solution. To this end, we seek comment in the *NPRM* on possible additional solutions including technical options and possible timelines for implementation.

37. ***Enhanced 911 Service.*** We require that, within 120 days of the effective date of this Order, an interconnected VoIP provider must transmit all 911 calls, as well as a call back number and the caller's "Registered Location" for each call,[120] to the PSAP, designated statewide default answering point, or appropriate local emergency authority that serves the caller's Registered Location and that has been designated for telecommunications carriers under section 64.3001 of the Commission's rules.[121] These calls must be routed through the use of ANI and, if necessary, pseudo-ANI,[122] via the dedicated Wireline E911 Network,[123] and the Registered Location must be available from or through the ALI Database. As explained in paragraph 42 *infra*, however, an interconnected VoIP provider need only provide such call back and location information as a PSAP, designated statewide default answering point, or appropriate local emergency authority is capable of receiving and utilizing. While 120 days is an aggressively short

[116] *See, e.g., E911 First Report and Order*, 11 FCC Rcd at 18679, para. 5 (explaining that in the previous decade most PSAPs had been upgraded to receive call back and location information to permit more efficient and speedy response by emergency service personnel and that, at the time, 85% of 911 services included some form of enhanced 911).

[117] 47 U.S.C. § 251(e)(3).

[118] *See supra* para. 25. Indeed, the Commission similarly imposed difficult but achievable requirements on CMRS providers in the name of public safety. *See supra* paras. 16-18.

[119] *See supra* note 2 (describing incidents in Texas, Connecticut, and Florida in which users of interconnected VoIP services were reported to be unable to reach emergency dispatchers by dialing 911).

[120] The term "Registered Location" is defined *infra*, para. 46.

[121] 47 C.F.R. § 64.3001; *see also N11 Codes Fifth Report and Order*, 16 FCC Rcd 22269-77, paras. 10-31.

[122] The terms "ANI" and "pseudo-ANI" as used herein have the same meanings as those set forth in section 20.3 of the Commission's rules. 47 C.F.R. § 20.3.

[123] The term Wireline E911 Network is defined *supra*, para. 14.

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amount of time in which to comply with these requirements, the threat to public safety if we delay further is too great and demands near immediate action.

38. Interconnected VoIP providers may satisfy this requirement by interconnecting indirectly through a third party such as a competitive LEC, interconnecting directly with the Wireline E911 Network, or through any other solution that allows a provider to offer E911 service as described above. As an example of the first type of arrangement, Level 3 offers a wholesale product that allows certain interconnected VoIP providers to provide E911 service to their customers.[124] 8x8, Inc. recently announced that it is utilizing Level 3's service to provide E911 service to its Packet8 service subscribers in 2,024 rate centers covering 43 U.S. states.[125] Likewise, Intrado has indicated that it is prepared to operate as a competitive LEC in a number of states to provide indirect interconnection to interconnected VoIP providers,[126] and Pac-West Telecom is offering a similar service in "virtually 100%" of the state of California.[127] We note that the Commission currently requires LECs to provide access to 911 databases and interconnection to 911 facilities to all telecommunications carriers, pursuant to sections 251(a) and (c) and section 271(c)(2)(B)(vii) of the Act.[128] We expect that this would include all the elements

[124] *See* Level 3 May 12, 2005 *Ex Parte* Letter at 2 (describing product as suitable for providers of fixed interconnected VoIP services that utilize only "native" telephone numbers); Level 3, *E-911: Enhanced 911 for VoIP* (visited Apr. 26, 2005) <http://www.level3.com/userimages/dotcom/pdf/Level_3_E-911_Fact_Sheet.pdf> (stating that Level 3 offers certain types of VoIP providers the ability to provide full E-911 service for approximately 60% of the U.S. households with plans to support 70-80% later in 2005).

[125] *See* 8x8, Inc., *Packet8 E911 'Real' Emergency Phone Service Now Available in Over 2,000 U.S. Rate Centers*, Press Release (rel. May 12, 2005) <http://www.8x8.com/index.php?s=press_releases&item=40>; Level 3, *8x8 Teams with Level 3 to Enhance Residential VoIP Services*, Press Release (rel. June 14, 2004) <http://www.level3.com/press/5013.html>.

[126] *See* Letter from Mary Boyd, Vice President Government & External Affairs, Intrado, to Marlene Dortch, Secretary, FCC, WC Docket 04-36, Attach. at 1, 4-5 (filed Apr. 25, 2005) (Intrado Apr. 25, 2005 *Ex Parte* Letter). Intrado currently provides an array of E911 services to many major VoIP providers, but does not typically provide interconnection. *See id.*; Intrado Apr. 4, 2005 *Ex Parte* Letter, Attach. at 3.

[127] *See* Pac-West Telecomm, Inc., *Pac-West Telecomm Provides E911 Capabilities to VoIP Providers*, Press Release (rel. May 16, 2005) <http://www.pacwest.com/investor/investor_releases.cfm?ticker=PACW&script=415&layout=6&item_id=710492>.

[128] *See* 47 U.S.C. § 251(a)(1) (requiring all telecommunications carriers "to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers"); 47 U.S.C. § 251(c) (requiring incumbent LECs, other than those exempted by section 251(f), to make available unbundled network elements to requesting telecommunications carriers); 47 C.F.R. § 51.319(f) ("An incumbent LEC shall provide a requesting telecommunications carrier with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with section 251(c)(3) of the Act . . . ."); *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98, 98-147, Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, 18 FCC Rcd 16978, 17332, para. 557 (2003) ("[B]ecause of the unique nature of 911 and E911 services and the public safety issues inherent in ensuring nondiscriminatory access to such databases, we conclude that . . . competitive carriers must continue to obtain unbundled access to those databases to ensure that their customers have access to emergency services."); 47 U.S.C. § 271(c)(2)(B)(vii)(1) (requiring BOCs to provide nondiscriminatory access to 911 and E911 services to other telecommunications carriers); *Application of Ameritech Michigan Pursuant to Section 271 of the Communications Act of 1934, as Amended, to Provide In-Region, InterLATA Services in Michigan*, CC Docket No. 97-137, Memorandum Opinion and Order, 12 FCC Rcd 20543, 20679, para. 256 (1997) ("[S]ection 271 requires a BOC to provide competitors access to its 911 and E911 services

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necessary for telecommunications carriers to provide 911/E911 solutions that are consistent with the requirements of this Order, including NENA's I2 or wireless E911-like solutions.

39. At the same time, the record indicates that incumbent LECs are increasingly offering E911 solutions that allow VoIP providers to interconnect directly to the Wireline E911 Network through tariff, contract, or a combination thereof. For example, Qwest has tariffed E911 offerings that are currently available to VoIP providers and can be coupled with third party service offerings to enable the provision of E911 service to portable interconnected VoIP services, including those that allow their end users to use non-native NPA-NXX numbers.[129] Verizon is developing an E911 solution for interconnected VoIP providers that is comparable to the solution it offers for wireless E911.[130] Verizon has announced that it will offer this solution in New York City beginning in summer 2005 and will roll it out in other locations if the New York City model succeeds.[131] BellSouth currently offers tariffed services similar to those that Qwest uses to provide its VoIP E911 solution and recently announced that it is offering interconnected VoIP providers access to 911 facilities equivalent to that which it offers CMRS carriers.[132] SBC has offered to negotiate commercial agreements with VoIP providers for direct connection to Selective Routers and ALI databases, comparable to the E911 access that SBC provides to competitive LECs.[133]

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in the same manner that a BOC obtains such access, *i.e.*, at parity."); *id.* ("For facilities-based carriers, nondiscriminatory access to 911 and E911 service also includes the provision of unbundled access to [a BOC's] 911 database and 911 interconnection, including the provision of dedicated trunks from the requesting carrier's switching facilities to the 911 control office . . . ."). Of course, if we find interconnected VoIP to be a telecommunications service, or if a provider of interconnected VoIP holds itself out as a telecommunications carrier and complies with appropriate federal and state requirements, access under these provisions would be available to those providers as well.

[129] *See* Qwest Apr. 12, 2005 *Ex Parte* Letter at 1 (describing Qwest's PS/ALI offering and how such offering can be bundled with a third party ALI database interface to provide E911 service to nomadic VoIP customers); Letter from Cronan O'Connell, Vice President-Federal Regulatory, Qwest to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36 at 1 (filed May 12, 2005) (Qwest May 12, 2005 *Ex Parte* Letter). The Qwest's E911 offering for interconnected VoIP is essentially the E911 solution that Qwest developed for Multi-Line Telephone Systems, and is sold out of Qwest's retail tariffs. *See* Qwest Apr. 12, 2005 *Ex Parte* Letter, Attach. at 6-7. At least one provider of interconnected VoIP services has found Qwest's offering sufficient. *See* Letter from Jeffery A. Citron, Chairman and CEO, Vonage Holdings Corp., to Richard C. Notebaert, Qwest Communications (dated Apr. 13, 2005) *in* Vonage Apr. 18, 2005 *Ex Parte* Letter ("With the access Qwest has agreed to provide, Vonage will be able to route emergency service calls placed by its customers directly to public safety operators. . . .").

[130] *See* Verizon Apr. 15, 2005 *Ex Parte* Letter at 1; Verizon May 11, 2005 *Ex Parte* Letter at 2-3.

[131] *See* Verizon, *Verizon Identifies Solution Enabling VoIP Companies to Connect to E911 Emergency Calling System*, Press Release (rel. Apr. 26, 2005) <http://newscenter.verizon.com>; *see also* New York City Apr. 22, 2005 *Ex Parte* Letter at 1; Verizon May 11, 2005 *Ex Parte* Letter at 2-3.

[132] *See* BellSouth Apr. 19, 2005 *Ex Parte* Letter at 1; BellSouth May 12, 2005 *Ex Parte* Letter at 3-4 (stating that "[u]sing [BellSouth's CMRS 911] offering as the baseline, BellSouth is offering equivalent 9-1-1 infrastructure network access to VoIP providers"); Letter from Bennett L. Ross, General Counsel-D.C., BellSouth D.C., Inc. to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36 at 1 (filed May 16, 2005) (BellSouth May 16, 2005 *Ex Parte* Letter) (stating that BellSouth's offering to interconnected VoIP providers "provides the same access as that which BellSouth currently provides to CMRS carriers").

[133] *See* Letter from Christopher T. Rice, Executive Vice President, Network Planning & Engineering, SBC, to Jeffrey A. Citron, Chairman & CEO, Vonage (dated Apr. 18, 2005) (SBC/Vonage Apr. 18, 2005 Letter) *in* Letter from James K. Smith, Executive Director – Federal Regulatory, SBC Services, Inc. to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36 at 10 (SBC Apr. 26, 2005 *Ex Parte* Letter) (explaining that SBC currently permits VoIP

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SBC further has established a new commercial offering that "will enable VoIP providers to offer customers who use their service at a fixed location, such as their home" full E911 service and has stated that it is "willing to develop a wireless-like VOIP 911 capability for VOIP providers" pending receipt of necessary technical information.[134]

40. We are requiring that all interconnected VoIP 911 calls be routed through the dedicated Wireline E911 Network because of the importance of protecting consumers who have embraced this new technology. We recognize that compliance with this obligation is necessarily dependent on the ability of the interconnected VoIP providers to have access to trunks and selective routers via competitive LECs that have negotiated access with the incumbent LECs, through direct connections to the incumbent LECs, or through third-party providers. We expect and strongly encourage all parties involved to work together to develop and deploy VoIP E911 solutions and we point out that incumbent LECs, as common carriers, are subject to sections 201 and 202 of the Act. The Commission will closely monitor these efforts within the industry and will not hesitate to take further action should that be necessary.

41. By requiring that all 911 calls be routed via the dedicated Wireline E911 Network, we are requiring interconnected VoIP service providers to provide E911 service only in those areas where Selective Routers are utilized.[135] We expect that few VoIP 911 calls will be placed in areas that are not interconnected with a dedicated Wireline E911 Network.[136] We further note that nothing in this Order prevents interconnected VoIP providers from entering into mutually acceptable 911 call termination arrangements with PSAPs that are not interconnected with a dedicated Wireline E911 Network. In the attached *NPRM*, we seek comment on whether the Commission need take specific action with respect to such calls.[137]

42. ***Service Level Obligation.*** For the purposes of these requirements, the phrase "all 911 calls" is defined as "any voice communication initiated by an interconnected VoIP user dialing 911."[138] We recognize that not all PSAPs will immediately be capable of receiving and utilizing the call back number and Registered Location information associated with the E911 requirements outlined above.[139] By way of example, NENA estimates that approximately 26.6 percent of all PSAPs are not currently capable of receiving and utilizing wireless E911 Phase I data.[140] We therefore hold that the E911 requirements set

providers to purchase a tariffed interconnection service called TIPToP and offers access to its Selective Routers and 911 databases pursuant to an optional ancillary agreement).

[134] *See* Letter from James K. Smith, Executive Director - Federal Regulatory, SBC Services, Inc., to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36 at 1, Attach. at 1 (filed May 12, 2004) (SBC May 12, 2005 *Ex Parte* Letter).

[135] *See supra* note 37 (identifying selective routing capability as the key characteristic distinguishing basic 911 and E911).

[136] We note that NENA estimates that 93% of counties with wireline 911 service have E911 service. *See* NENA 911 Fast Facts.

[137] *See infra* Part IV.

[138] We note that end users may not be able to initiate a voice communication, by dialing 911 or otherwise, where their broadband connection has failed or they have lost electrical power. *Cf.* AOL May 11, 2005 *Ex Parte* Letter at 2; Letter from Jennifer L. Phurrough, Counsel for EarthLink, Inc. to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36 at 1 (EarthLink May 12, 2005 *Ex Parte* Letter).

[139] The term "Registered Location" is defined *infra*, para. 46.

[140] *See* NENA 911 Fast Facts.

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forth above shall be applicable when an interconnected VoIP provider provides service to a Registered Location only to the extent that the PSAP, designated statewide default answering point, or appropriate local emergency authority designated to serve that Registered Location is capable of receiving and utilizing the data, such as ALI or ANI, associated with those requirements. Even in those areas where the PSAP is not capable of receiving or processing location or call back information, however, we conclude that interconnected VoIP providers must transmit all 911 calls to the appropriate PSAP via the Wireline E911 Network. To be clear, this means that interconnected VoIP providers are *always* required to transmit all 911 calls to the appropriate PSAP, designated statewide default answering point, or appropriate local emergency authority utilizing the Selective Router, the trunk line(s) between the Selective Router and the PSAP, and such other elements of the Wireline E911 Network[141] as are necessary in those areas where Selective Routers are utilized.[142]

43. We further hold that the obligation to determine what type of information, such as ALI or ANI, each PSAP is capable of receiving and utilizing rests with the provider of interconnected VoIP services. There is no limit to the number of entities that may engage in the provision of interconnected VoIP services in a given geographic area. It would be unreasonable to require PSAPs to attempt to inform every provider of interconnected VoIP services when the PSAP is prepared to receive and utilize the information associated with E911 service.

44. We decline at this time to adopt performance standards regarding how much time may elapse after an end user updates the Registered Location before the provider has taken such actions as are necessary to provide that end user with the level of E911 service specified in this Order.[143] We request comment, however, on whether such performance standards are necessary and, if so, what form they should take in the *NPRM* issued in conjunction with this Order.[144]

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[141] The Wireline E911 Network is described *supra*, paras. 14-15.

[142] We emphasize that interconnected VoIP providers may not fulfill their E911 obligations by routing 911 calls to 10-digit NPA-NXX numbers (so called "administrative numbers") of PSAPs, designated statewide default answering points, or appropriate local emergency authorities where a Selective Router is utilized. *Cf.* NASUCA Comments at 52 ("Delivering 911 calls to the PSAP this way is better than not delivering them at all, but not much better"); New York City Apr. 22, 2005 *Ex Parte* Letter at 1 (stating "the routing by VOIP providers of 911-dialed calls to administrative desks at 911 calling centers is unacceptable and hazardous"); Letter from Gregory Ballentine, President, APCO International, to Kevin J. Martin, Chairman, FCC, WC Docket No 04-36 at 1 (filed Apr. 15, 2005) (APCO Apr. 15, 2005 *Ex Parte* Letter) (stating that while routing 911 calls to administrative numbers is "perhaps acceptable for some PSAPs, such an approach could endanger the public and disrupt already over-burdened PSAP operations" at others). Nothing in this Order, however, prevents interconnected VoIP providers from entering into mutually acceptable 911 call termination arrangements, with PSAPs, designated statewide default answering points, or appropriate local emergency authorities that are not interconnected with a Selective Router through a dedicated Wireline E911 Network. *Cf. id.* at 1.

[143] With a NENA I2 or wireless E911-like solution in place, an interconnected VoIP provider should be able to provide an end user's updated location to a requesting PSAP in "real time." *See* Intrado Apr. 19, 2005 *Ex Parte* Letter, Attach. at 11; Letter from William B. Wilhelm, Jr., Counsel for Vonage Holdings Corp. to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36, Attach. at 8 (Vonage May 13, 2005 *Ex Parte* Letter). We understand, however, that updating an end user's location information in the ALI database can require between 24 and 120 hours where a wireless E911-like solution is not in place. *See* Vonage May 9, 2005 *Ex Parte* Letter at 4 (24-48 hours); Qwest May 12, 2005 *Ex Parte* Letter at 2 (72 hours); Level 3 May 12, 2005 *Ex Parte* Letter at 2 (120 hours).

[144] *See infra* Part IV.

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45. We also require interconnected VoIP providers to take certain additional steps to minimize the scope of the 911 issues associated with their service and to facilitate their compliance with our new VoIP E911 rules, as explained below. First, we require interconnected VoIP providers to obtain, and facilitate updating of, customer location information. Second, we preclude interconnected VoIP providers from requiring subscribers to "opt-in" or allowing subscribers to "opt-out" of 911 services and expect that VoIP providers will notify their customers of the limitations of their 911 service offerings.

46. ***Registered Location Requirement.*** We recognize that it currently is not always technologically feasible for providers of interconnected VoIP services to automatically determine the location of their end users without end users' active cooperation.[145] We therefore require providers of interconnected VoIP services to obtain location information from their customers.[146] Specifically, interconnected VoIP providers must obtain from each customer, prior to the initiation of service, the physical location at which the service will first be utilized.[147] Furthermore, providers of interconnected VoIP services that can be utilized from more than one physical location must provide their end users one or more methods of updating information regarding the user's physical location. Although we decline to specify any particular method, we require that any method utilized allow an end user to update his or her Registered Location at will and in a timely manner, including at least one option that requires use only of the CPE necessary to access the interconnected VoIP service. We caution interconnected VoIP providers against charging customers to update their Registered Location, as this would discourage customers from doing so and therefore undermine this solution. The most recent location provided to an interconnected VoIP provider by a customer is the "Registered Location."[148] Interconnected VoIP providers can comply with this requirement directly or by utilizing the services of a third party.

47. ***Customer Requirements.*** In light of the recent incidents involving problems with 911 access from interconnected VoIP services,[149] it is clear that not all providers of interconnected VoIP are including E911 as a standard feature of their services.[150] We find that allowing customers of

[145] *See, e.g.*, 8X8 Comments at 17, 25; Alcatel Comments at 18; AT&T Comments at n.18; Avaya Comments at 19; Dialpad *et al.* Comments at 15; Qwest Comments at n.47; Letter from Ronald W. Del Sesto, Jr., Counsel for Nuvio, to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36 at 2 (filed Apr. 1, 2005); Greater Harris County/Tarrant County/NENA Apr. 15, 2005 *Ex Parte* Letter, Attach. at 3; *see also Vonage Order*, 19 FCC Rcd at 22419-21, paras. 24-29 (explaining that VoIP providers have neither the means nor any service-driven reason to track the actual end points of communications).

[146] We emphasize that we are not requiring interconnected VoIP providers to automatically determine the location of their end users. Nothing in these rules, however, prevents an interconnected VoIP provider from automatically obtaining an accurate Registered Location if it is capable of doing so.

[147] Interconnected VoIP providers also must obtain from their existing customers, within 120 days of the effective date of this Order, the physical location at which the service is being utilized.

[148] We expect that customers of interconnected VoIP service providers will, in almost all cases, be able to provide their Registered Location in the form of a valid street address. We recognize, however, that wireless broadband technologies may increase the possibility that a user's location is not associated with a street address, and request comment on whether some other solution is necessary in that circumstance. *See infra* Part IV.

[149] *See supra* note 2 (describing incidents in Texas, Connecticut, and Florida in which users of interconnected VoIP services reportedly were unable to reach emergency dispatchers by dialing 911).

[150] Some interconnected VoIP providers do not provide any 911 or 911-like service. *See, e.g.*, Net2Phone, *FAQs (Frequently Asked Questions)* (visited Apr. 25, 2005) <http://web.net2phone.com/consumer/voiceline/support_faq.asp#Doyouprovide911service> (Net2Phone FAQ). Other providers require their customers to affirmatively request, or "opt-in" to, the provider's 911 or 911-like

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interconnected VoIP providers to opt-in to or, for that matter, opt-out of E911 service is fundamentally inconsistent with our obligation to "encourage and support efforts by States to deploy comprehensive end-to-end emergency communications infrastructure and programs."[151] Thus, interconnected VoIP providers must, as a condition of providing that service to a consumer, provide that consumer with E911 service as outlined in the requirements above.[152]

48. Further, although many VoIP providers include explanations of the limitations of their 911-like service (or lack thereof) in the Frequently Asked Questions sections on their web sites or in their terms of service,[153] recent incidents make clear that consumers in many cases may not understand that the reasonable expectations they have developed with respect to the availability of 911/E911 service via wireless and traditional wireline telephones may not be met when they utilize interconnected VoIP services.[154] In order to ensure that consumers of interconnected VoIP services are aware of their interconnected VoIP service's actual E911 capabilities, by the effective date of this Order, we require that all providers of interconnected VoIP service specifically advise every subscriber, both new and existing, prominently and in plain language, the circumstances under which E911 service may not be available through the interconnected VoIP service or may be in some way limited by comparison to traditional E911 service.[155] VoIP providers shall obtain and keep a record of affirmative acknowledgement by every subscriber, both new and existing, of having received and understood this advisory. In addition, in order to ensure to the extent possible that the advisory is available to all

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services. *See, e.g.*, Packet8, *Feature Details* (visited Apr. 25, 2005) <http://www.packet8.net/about/featuresdetails0604.asp#e911> (Packet8 Feature Details); Vonage, *Vonage Lets You Dial 911* (visited Apr. 25, 2005) <http://www.vonage.com/features.php?feature=911> (Vonage 911 FAQ).

[151] 911 Act § 3(b). The prospect that an individual might opt out of 911 service on his or her primary home communications system also raises serious public policy issues. *See* Citizens Utility Board Comments at 28.

[152] Thus, interconnected VoIP providers must make E911 an included feature of their service, not an optional one. *Cf., e.g.*, Packet8, *Feature Details* (visited Apr. 25, 2005) <http://www.packet8.net/about/featuresdetails0604.asp#e911>. We do not dictate how providers recover their costs for E911. *See infra* Part III.D.

[153] *See, e.g.*, Net2Phone FAQ; Skype, *SkypeOut Frequently Asked Questions* (visited Apr. 25, 2005) <http://www.skype.com/help/faq/skypeout.html#calling>; Skype, *Terms of Service* (visited May 18, 2005) <http://www.skype.com/company/legal/terms/tos_voip.html>; Packet8 Feature Details; Packet8, *Terms and Conditions of Service*, (visited May 18, 2005) <http://www.packet8.net/about/service_terms.asp>; Vonage 911 FAQ; Vonage, Terms of Service (visited May 18, 2005) <http://www.vonage.com/features_terms_service.php?lid=footer_terms>; VoiceWing, FAQs - Product Features (visited Apr. 25, 2005) <https://www22.verizon.com/CustomerHelp/CGI-BIN/SmartHelp.asp?St=221&E=00000000000000779354&K=9408&Sxi=4&dtree=257#622>; VoiceWing, Verizon VoiceWing Terms of Service (visited May 18, 2005) <https://www22.verizon.com/ForYourHome/VOIP/Popup_PrintTos.aspx>.

[154] *See supra* note 2 (describing incidents in Texas, Connecticut, and Florida in which users of interconnected VoIP services were unable to reach emergency dispatchers by dialing 911); *see also supra* note 72 (highlighting consumer expectations that interconnected VoIP services will function in some ways like a "regular telephone" service, including with respect to E911 service).

[155] Such circumstances include, but are not limited to, relocation of the end user's IP-compatible CPE, use by the end user of a non-native telephone number, broadband connection failure, loss of electrical power, and delays that may occur in making a Registered Location available in or through the ALI database. *See, e.g.*, AOL May 11, 2005 *Ex Parte* Letter at 2 (stating that VoIP service does not work during power outages without backup power capabilities or during broadband service interruptions); EarthLink May 12, 2005 *Ex Parte* Letter at 1 (same).

potential users of an interconnected VoIP service,[156] interconnected VoIP service providers shall distribute to all subscribers, both new and existing, warning stickers or other appropriate labels warning subscribers if E911 service may be limited or not available and instructing the subscriber to place them on and/or near the CPE used in conjunction with the interconnected VoIP service.

49. Additional customer education efforts may well be necessary for users of portable interconnected VoIP, for whom E911 service requires that they notify their service provider affirmatively of their location. For example, customers of portable interconnected VoIP services likely will need to be instructed on how to register their locations with their providers, the need to update that information promptly when they relocate, and how to confirm that the registration is effective.[157] In the attached *NPRM*, we seek comment on whether stronger Commission action is needed with respect to customer notification.[158]

50. ***Compliance Letter.*** We require all interconnected VoIP providers to submit a letter to the Federal Communications Commission detailing their compliance with our rules no later than 120 days after the effective date of this Order. The letter and all other filings related to this Order should be filed with the Commission's Secretary in WC Docket No. 05-196 on a going-forward basis.

51. Because of the vital public safety interests at stake in this proceeding, we are committed to ensuring compliance with the rules we adopt in this Order. Failure to comply with these rules cannot and will not be tolerated, as noncompliance may have a direct effect on the lives of those customers who choose to obtain service from the interconnected VoIP providers covered by this Order. Interconnected VoIP providers who do not comply fully with the requirements set forth in this Order will be subject to swift enforcement action by the Commission, including substantial proposed forfeitures and, in appropriate cases, cease and desist orders and proceedings to revoke any Commission licenses held by the interconnected VoIP provider.

D. 911 Funding

52. We believe that the requirements we establish today will significantly expand and improve interconnected VoIP 911 service while substantially reducing the threat to 911 funding that some VoIP services currently pose.[159] First, we recognize that while some state laws today may already require 911 funding contributions from providers of interconnected VoIP, interconnected VoIP providers may not be

[156] Some users of an interconnected VoIP service will not be subscribers. Guests at a subscriber's premises, for example, may not know their host's phone service is provided via interconnected VoIP.

[157] *See supra* para. 46. We have seen examples of customer notification efforts. Verizon, for example, includes in the terms and conditions for its VoiceWing VoIP product a detailed description of the service's 911 capabilities and limitations. *See* Verizon Apr. 15, 2005 *Ex Parte* Letter, Attach. at 3-4. This description contains instructions for notifying Verizon when the customer uses the service at a new location, as well as an explanation of potential 911 service interruptions due to power outages or network congestion. *See id.*

[158] *See infra* para. 59.

[159] Some commenters have expressed concern about the effect of increased use of VoIP services on 911 funding. *See, e.g.*, APCO Comments at 9; BellSouth Comments at 52; BRETSA Comments at 4, 6; CUB Comments at 27; FERUP Comments at 15; Global Crossing Comments at 15; King Country Comments at 3-5; Missouri Commission Comments at 4; NARUC Comments at 8; NASUCA Comments at 55; NCL Comments at 5; NENA Comments at 8; Spokane County Comments at 1; Texas Coalition of Cities Comments at 3-4; TCSEC Comments at 3-5; AT&T Reply at 22; Intrado Reply at 2-3; NASUCA Reply at 50-51; New Jersey Ratepayer Advocate Reply at 24-25.

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covered by existing state 911 funding mechanisms in other states.[160] But even in the latter circumstance, the record does not indicate that states are receiving no 911 funding contributions from interconnected VoIP providers. On the contrary, the record indicates that many interconnected VoIP providers currently are contributing to state 911 funding mechanisms.[161] In addition, states have the option of collecting 911 charges from wholesale providers with whom interconnected VoIP providers contract to provide E911 service, rather than assessing those charges on the interconnected VoIP providers directly. For example, we have explained that interconnected VoIP providers often enlist a competitive LEC partner in order to obtain interconnection to the Wireline E911 Network, and we believe that as a result of this Order, many more will do so.[162] In that situation, states may impose 911 funding obligations on the competitive LEC partners of interconnected VoIP providers, regardless of whether the VoIP providers themselves are under any obligation to contribute.[163] Similarly, states may be able to impose funding obligations on systems service providers, such as incumbent LECs, that provide direct interconnection to interconnected VoIP providers. We believe that the ability to assess 911 funds on interconnected VoIP providers indirectly should narrow any gap in 911 funding attributable to consumers switching to interconnected VoIP service.

53. Second, the record indicates that the network components that have been developed to make wireless E911 possible can also be used for VoIP E911, which should make the implementation process simpler and far less expensive than the initial upgrades necessary for wireless E911.[164] For that reason,

[160] *See, e.g.*, Letter from Robert M. Gurss, Director of Legal and Government Affairs, APCO, to Marlene Dortch, Secretary, FCC, WC Docket No. 04-36, Attach. (filed May 10, 2005) (describing state funding mechanisms). States may be in the process of modifying their 911 funding requirements to cover interconnected VoIP providers. *See, e.g.*, H.F. No. 2103, 84th Leg. Sess., Reg. Sess. (Minn. 2005) (proposing to expand applicability of state 911/E911 law beyond telecommunications service providers to include "other entit[ies] determined by the commissioner to be capable of providing effective and efficient components of the 911 system"). We use the term "state" for purposes of this discussion, although we recognize that in many areas, local authorities are responsible for 911 funding.

[161] According to NENA and the VON Coalition, 75% of signatories to the VON/NENA Agreement currently are paying into state and local 911 funds. *See* VON/NENA Jan. 2005 White Paper at 10.

[162] *See supra* para. 38.

[163] Because 911 contribution obligations are typically assessed on a per-line basis, states may need to explore other means of collecting an appropriate amount from competitive LECs on behalf of their interconnected VoIP partners, such as a per-subscriber basis. Similarly, if an interconnected VoIP provider interconnects directly with a systems service provider or PSAP, states may need to explore collecting amounts from these entities, which could pass the charges through to the interconnected VoIP provider.

[164] *See supra* para. 17 & note 122 (explaining that wireless E911 requires that PSAPs be able to receive and process pseudo-ANI, and that interconnected VoIP providers may utilize pseudo-ANI to deliver non-traditional location information to the PSAP). For this reason, we do not require that a cost recovery mechanism be in place for PSAPs before a VoIP provider must comply with the E911 obligations we establish today. In this respect we deviate from the wireless E911 scheme, under which a PSAP must have a means of covering its costs of receiving and utilizing the data elements associated with wireless E911 calls before a wireless carrier is required to provide E911 pursuant to that PSAP's request. *See* 47 C.F.R. § 20.18(j); *see also E911 Second Memorandum Opinion and Order*, 14 FCC Rcd at 20860, para. 23. There is no need to specify a cost recovery mechanism for interconnected VoIP providers because their rates are not regulated, so they are fully able to recover their E911 costs by raising their rates. *Cf. E911 Second Memorandum Opinion and Order*, 14 FCC Rcd at 20854, para. 7 (eliminating a cost recovery mechanism requirement for wireless carriers' costs because wireless carriers' rates were unregulated, giving them full flexibility to recover their costs without a mandatory mechanism). To the extent that it becomes a concern, we believe that the demarcation point that the Commission established for wireless E911 cost allocation would be equally appropriate for VoIP. *See King County Letter*; *King County Reconsideration Order*, 17 FCC Rcd 14789.

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we do not expect the rules we adopt today to impose substantial implementation costs on PSAPs.[165] In short, we believe that the rules we adopt today will neither contribute to the diminishment of 911 funding nor require a substantial increase in 911 spending by state and local jurisdictions.

E. Liability

54. We decline to exempt providers of interconnected VoIP service from liability under state law related to their E911 services. Although the *Notice* did not directly address the issue, Intrado, among others, requests that the Commission insulate these VoIP providers from liability to the same extent that Congress insulated wireless carriers from liability related to the provision of 911/E911 service in the wireless context.[166] In the 911 Act, Congress gave wireless carriers providing 911 service liability protection equal to that available to wireline carriers for 911 calls.[167] Congress has enacted no similar protection for providers of interconnected VoIP service. As the Commission has said in an analogous context, before we would consider taking any action to preempt liability under state law, the Commission would need to demonstrate that limiting liability is essential to achieving the goals of the Act.[168]

55. No commenter has identified a source of authority for the Commission to limit liability in this way.[169] Limiting liability related to the use or provision of E911 services is not necessary to the creation or use of E911 services, and we are not persuaded that absent the liability protection sought by Intrado

[165] In fact, APCO's concerns about PSAP costs focused on the expense of responding to stopgap solutions, such as routing VoIP 911 calls to PSAPs' administrative numbers, and indicated a preference for a uniform VoIP E911 approach such as the one we adopt today. *See* APCO Apr. 15, 2005 *Ex Parte* Letter at 2 (stating that VoIP providers should be required to provide their customers with "full access to existing [E911] capability" rather than being permitted to route their calls to PSAPs' administrative numbers because PSAPs "lack the resources to be constantly upgrading and modifying their operations to be compatible with the latest technological fads").

[166] *See* Intrado Apr. 4, 2005 *Ex Parte* Letter, Attach. at 14 (seeking the Commission to provide VoIP service providers with the same liability protection that wireless carriers receive under 47 U.S.C. § 615a); AOL May 11, 2005 *Ex Parte* Letter at 2 (same); *see also* NCTA VoIP White Paper at 22 n.29 ("As with all service providers that offer 911/E911 capabilities, VoIP service providers should be protected by statutory and other limitations on liability pertaining to the provision of 911/E911 services."); Letter from Robert W. Quinn, Jr., Federal Government Affairs, Vice President, AT&T to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36 at 5 (seeking the Commission to provide VoIP providers with "liability immunity" if they comply with notice and disclosure obligations and/or E911); Level 3 May 12, 2005 *Ex Parte* Letter at 6 ("Without a clear liability limitation, retail and wholesale VoIP providers may be reluctant to work on solutions for these vexing issues.").

[167] *See* 47 U.S.C. § 615a; 911 Act § 4 (providing wireless carriers, wireless users and PSAPs in a State the same degree of liability protection related to 911/E911 service as local exchange carriers, users and PSAPs have under federal or state law with respect to local exchange service in that State); *see also* TCS Apr. 22, 2005 *Ex Parte* Letter, Attach. at 41 (stating that wireless and wireline carriers are insulated from liability except for gross negligence).

[168] *See E911 First Report and Order*, 11 FCC Rcd at 18728, para. 100; *see also Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems*, CC Docket No. 04-102, Memorandum Opinion and Order, 12 FCC Rcd 22665, 22731-34, paras. 137-42 (1997). As the Commission noted in the *E911 First Report and Order*, the D.C. Circuit has struck down, as infringing on the jurisdiction of state courts, a Federal Energy Regulatory Commission (FERC) ruling that conditioned the granting of licenses for dams on a rule of strict liability for property damage caused by seismically-induced dam failure, and noted that FERC failed to show that the action was essential to achieving the goals of the Federal Power Act. *See E911 First Report and Order*, 11 FCC Rcd at 18728, para. 100 (citing *South Carolina Pub. Serv. Authority v. FERC*, 850 F.2d 788 (D.C. Cir. 1988)).

[169] *See, e.g.*, TCS Apr. 22, 2005 *Ex Parte* Letter, Attach. (noting that VoIP service providers do not receive the same liability protection as wireline and wireless carriers).

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and others, interconnected VoIP providers will be unwilling or unable to provide E911 services. Rather, the record shows that some interconnected VoIP providers have already begun deploying E911 services.[170] In addition, to the extent individual interconnected VoIP providers believe they need this type of liability protection, they may seek to protect themselves from liability for negligence through their customer contracts and through their agreements with PSAPs, as some interconnected VoIP providers have done.[171]

IV. NOTICE OF PROPOSED RULEMAKING

56. In this *NPRM*, we seek comment on what additional steps the Commission should take to ensure that providers of VoIP services that interconnect with the nation's PSTN provide ubiquitous and reliable E911 service.[172] The Order that accompanies this *NPRM* is this Commission's first step to ensure that the life-saving benefits of E911 service that wireline telephone and wireless telephone users have come to rely on also are extended to citizens who choose to communicate using interconnected VoIP services. Due to the existing state of technology, today's Order relies in some cases on users to provide the location information that will be delivered to PSAPs in an emergency, and thus is an immediate step toward a more advanced solution in which the user automatically can be located without assistance from the user. We seek comment on what the Commission can do to further the development of this new technology, and on issues raised by today's Order, including whether the Commission should expand the scope and requirements of this Order. Commenters should take note of the Commission's view that while a provider of VoIP service enjoys the opportunity to introduce new and exciting public interest benefits to the communications marketplace, and to profit from those offerings, that opportunity brings with it the responsibility to ensure that public safety is protected.

57. As the Commission previously has discussed, one of the central customer benefits of portable interconnected VoIP services is the lack of geographic restrictions.[173] However, because portable interconnected VoIP services may be offered independent of geography, currently there is no way for portable VoIP providers reliably and automatically to provide location information to PSAPs for these services without the customer's active cooperation. What can the Commission do to facilitate the development of techniques for automatically identifying the geographic location of users of this type of VoIP service? What role should the Commission play to further the evolution of E911 service and E911 systems that do not depend on a customer providing his or her location information? A number of possible methods have been proposed to automatically identify the location of a VoIP user, including gathering location information through the use of: an access jack inventory; a wireless access point inventory; access point mapping and triangulation; HDTV signal triangulation; and various GPS-based

[170] *See, e.g.*, Letter from Glenn S. Richards, Counsel for VON Coalition, to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36, Attach. at 13-14 (filed Apr. 15, 2005) (listing progress various entities are making in providing emergency services to VoIP users today).

[171] *See* Verizon Apr. 15, 2005 *Ex Parte* Letter, Attach. 2 at 9 (disclaiming liability in VoiceWing's Terms of Service for inability to access emergency service personnel through 911, E911, or otherwise); Letter from James K. Smith, Executive Director – Federal Regulatory, SBC Services, Inc., to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36, Attach. at 8, para. 15 (filed Apr. 12, 2005) (exempting the VoIP service provider from liability related to the provision of VoIP 911 service except for gross negligence, recklessness or intentional misconduct).

[172] We hereby incorporate the comments and *ex parte* presentations in WC Docket No. 04-36 into this docket. Commenters need not resubmit material previously filed in that proceeding.

[173] *See Vonage Order*, 19 FCC Rcd 22420, 22422, paras. 25, 29.

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solutions.[174] What role would be most productive for the Commission to play in facilitating the adoption of one or more of these possible solutions, or facilitating some other solution, to automatically identify a VoIP service customer's location? Are any of these solutions more promising than others? Are there any reasons why certain of these solutions are unworkable? What other solutions could be used to provide location information automatically in the VoIP service context? Should the Commission require all terminal adapters or other equipment used in the provision of interconnected VoIP service sold as of June 1, 2006 to be capable of providing location information automatically, whether embedded in other equipment or sold to customers as a separate device? Under what authority could the Commission take such actions?

58. We also seek comment on issues raised by our decision today to impose E911 service obligations on providers of interconnected VoIP services. The scope of today's Order is limited to providers of interconnected VoIP services. We seek comment on whether the Commission should extend these obligations, or similar obligations, to providers of other VoIP services that are not covered by the rules adopted today. For instance, what E911 obligations, if any, should apply to VoIP services that are not fully interconnected to the PSTN? Specifically, should E911 obligations apply to VoIP services that enable users to terminate calls to the PSTN but do not permit users to receive calls that originate on the PSTN? Should E911 obligations apply to the converse situation in which a VoIP service enables users to receive calls from the PSTN but does not permit the user to make calls terminating to the PSTN?[175] We tentatively conclude that a provider of a VoIP service offering that permits users generally to receive calls that originate on the PSTN and separately makes available a different offering that permits users generally to terminate calls to the PSTN should be subject to the rules we adopt in today's Order if a user can combine those separate offerings or can use them simultaneously or in immediate succession. Are there any other services upon which the Commission should impose E911 obligations, including any IP-based voice services that do not require a broadband connection?

59. Does the Commission need to adopt regulations in addition to those imposed by today's Order to ensure that interconnected VoIP service customers obtain the required level of E911 services? It is our expectation that end-user updates of Registered Location information will take place immediately. If this is not feasible, what performance standards should the Commission adopt regarding the length of time between when an end user updates Registered Location information and when the service provider takes the actions necessary to enable E911 from that new location? How should such requirements be structured? How should providers of interconnected VoIP service satisfy the requirements we adopt today in cases in which a subscriber's Registered Location is not associated with a street address? What requirements, if any, should we impose on providers of interconnected VoIP service in geographic areas served by PSAPs that are not connected to a Selective Router? How should the use of wireless broadband connections such as Wi-Fi or WiMax impact the applicability of the obligations we adopt today? Would providers of wireless interconnected VoIP service be more appropriately subject to our existing 911/E911 rules for CMRS? Should the Commission require VoIP service providers to create redundant systems for providing E911 services, such as requiring redundant trunks to each Selective Router and/or requiring that multiple Selective Routers be able to route calls to each PSAP? We also seek comment on whether the Commission should impose additional or more restrictive customer notification requirements relating to E911 on VoIP providers, and on the sufficiency of our customer acknowledgement requirements.

[174] *See* Intrado Apr. 19, 2005 *Ex Parte* Letter, Attach. at 14.

[175] *See supra* para. 24.

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60. Should the Commission impose reporting obligations on VoIP service providers other than the compliance letter we impose in today's Order? Are there other ways for the Commission to monitor implementation of its E911 rules without imposing reporting requirements? We note that the Commission has imposed progress reporting requirements in the past for implementation and enforcement of 911/E911 transition deadlines for wireless[176] and wireline providers.[177] Should the Commission require interconnected VoIP providers to report what progress they are making in developing ways to locate automatically a user who dials 911? Should the Commission require reporting of any other information by interconnected VoIP providers? If the Commission adopts additional reporting requirements, what are the appropriate deadlines for such progress reports? Under what authority could the Commission take such actions?

61. We seek comment on what role states can and should play to help implement the E911 rules we adopt today. We recognize the historic and important role of states and localities in public safety matters. State and local governments have filled an especially important role in creating and regulating 911/E911 operations – a role states have shouldered even in the context of wireless services.[178] Should state and local governments play a role similar to the roles they play in implementing the Commission's wireless 911/E911 rules? Should the Commission take any action to facilitate the states' ability to collect 911 fees from interconnected VoIP providers, either directly or indirectly? How can the Commission and the states work together to ensure the public's safety?

62. Should the Commission adopt any customer privacy protections related to provision of E911 service by interconnected VoIP service providers? The E911 rules we adopt today when fully implemented will require interconnected VoIP service providers to transmit a customer's Registered Location to an appropriate PSAP, which necessarily requires providers of such services to maintain a list of their customers' Registered Location, and makes that information available to public safety professionals and others when the customer dials 911. Wireline and wireless telecommunications carriers are already subject to privacy requirements.[179] Should the Commission adopt similar privacy protections in the context of interconnected VoIP service? Under what authority could we adopt such rules?

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[176] *See, e.g.*, 47 C.F.R. § 20.18(i) (requiring certain wireless licensees to "report to the Commission their plans for implementing Phase II enhanced 911 service, including the location-determination technology they plan to employ and the procedure they intend to use to verify conformance with the Phase II accuracy requirements" and to update those plans within thirty days of the adoption of any change).

[177] *See N11 Codes Fifth Report and Order*, 16 FCC Rcd at 22281-82, paras. 42-45.

[178] *See, e.g., id.* at 22283-85, paras. 48-52; *see also supra* para. 7 & note 35.

[179] Section 222 of the Act prevents telecommunications carriers from disclosing customer proprietary network information (CPNI), including customer location information, without customer approval. *See* 47 U.S.C. § 222(c)(1). The Act excludes from the definition of CPNI a customer's address that is listed in a directory. *See* 47 U.S.C. § 222(h)(3). We also note that Congress in the 911 Act provided certain privacy protections related to wireless carriers' ability automatically to obtain and transmit precise customer location information, and exceptions from those rules for the provision of E911 service. *See* 911 Act § 5 (amending section 222 by, *inter alia*, adding new sections 47 U.S.C. § 222(d)(4), (f) (concerning wireless location information) and 47 U.S.C. § 222(g) (concerning subscriber information)). Also, in redesignating former section 47 U.S.C. § 222(f) as section 47 U.S.C. § 222(h), the 911 Act amended an existing definition and added new definitions. *See* 47 U.S.C. § 222(h)(1)(A), (4)-(7). We note that section 222 applies to telecommunications carriers. Interconnected VoIP service providers to date have not been classified as telecommunications carriers under the Act.

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63. Finally, we seek comment on whether persons with disabilities can use interconnected VoIP service and other VoIP services to directly call a PSAP via a TTY in light of the requirement in Title II of the Americans with Disabilities Act (ADA) that PSAPs be directly accessible by TTYs.[180] Furthermore, as we noted in the *Notice*, the Commission in 1999 released a Notice of Inquiry raising specific questions regarding the application of the disability accessibility provisions found in sections 251(a)(2) and 255 of the Act in the context of "IP telephony" and "computer-based equipment that replicates telecommunications functionality."[181] That Notice sought comment on the extent to which Internet telephony was impairing access to communications services among people with disabilities, the efforts that manufacturers were taking to render new technologies accessible, and the degree to which these technologies should be subjected to the same disability access requirements as traditional telephony facilities.[182] We ask commenters to refresh the record in that proceeding in light of today's Order by filing comments in this docket. Are there any steps that the Commission needs to take to ensure that people with disabilities who desire to use interconnected VoIP service obtain access to E911 services? What is the basis of the Commission's authority to impose any obligations that commenters feel are warranted?

V. PROCEDURAL MATTERS

A. *Ex Parte* Presentations

64. This matter shall be treated as a "permit-but-disclose" proceeding in accordance with the Commission's *ex parte* rules.[183] Persons making oral *ex parte* presentations are reminded that memoranda summarizing the presentations must contain summaries of the substance of the presentations and not merely a listing of the subjects discussed. More than a one or two sentence description of the views and arguments presented is generally required.[184] Other requirements pertaining to oral and written presentations are set forth in section 1.1206(b) of the Commission's rules.

B. Comment Filing Procedures

65. Pursuant to sections 1.415 and 1.419 of the Commission's rules, 47 C.F.R §§ 1.415, 1.419, interested parties may file comments and reply comments on or before the dates indicated on the first page of this document. **All filings related to this Order and the Notice of Proposed Rulemaking should refer to WC Docket No. 05-196.** We hereby incorporate the comments and *ex parte* presentations in WC Docket No. 04-36 into WC Docket No. 05-196. Commenters need not resubmit

[180] *See* 42 U.S.C. §§ 12131-12134. Pursuant to the ADA requirements, telephone emergency services, including 911 services, are required to provide direct access to individuals who use telecommunication devices for the deaf (TDDs, or as now commonly called, TTYs) and computer modems, without relying on outside relay services or third party services. *See* 28 C.F.R. § 35.162; *see also* 28 C.F.R. § 35.160(a) (providing that a public entity shall "take appropriate steps to ensure that communications with applicants, participants, and members of the public with disabilities are as effective as communications with others"); 28 C.F.R. § 35.161 (stating that "[w]here a public entity communicates by telephone with applicants and beneficiaries, TDD's or equally effective telecommunication systems shall be used to communicate with individuals with impaired hearing or speech").

[181] *Disability Access Order*, 16 FCC Rcd at 6483-84, para. 175; *see generally id.* at 6483-6486, paras. 173-85.

[182] *See id.*, 16 FCC Rcd at 6484-86, paras. 179-85.

[183] 47 C.F.R. §§ 1.200 *et seq.*

[184] *See* 47 C.F.R. § 1.1206(b)(2).

material previously filed in that proceeding. Comments may be filed using: (1) the Commission's Electronic Comment Filing System (ECFS), (2) the Federal Government's eRulemaking Portal, or (3) by filing paper copies. *See* Electronic Filing of Documents in Rulemaking Proceedings, 63 FR 24121 (1998).

- Electronic Filers: Comments may be filed electronically using the Internet by accessing the ECFS: http://www.fcc.gov/cgb/ecfs/ or the Federal eRulemaking Portal: http://www.regulations.gov. Filers should follow the instructions provided on the website for submitting comments.

    - For ECFS filers, if multiple docket or rulemaking numbers appear in the caption of this proceeding, filers must transmit one electronic copy of the comments for each docket or rulemaking number referenced in the caption. In completing the transmittal screen, filers should include their full name, U.S. Postal Service mailing address, and the applicable docket or rulemaking number. Parties may also submit an electronic comment by Internet e-mail. To get filing instructions, filers should send an e-mail to ecfs@fcc.gov, and include the following words in the body of the message, "get form." A sample form and directions will be sent in response.

- Paper Filers: Parties who choose to file by paper must file an original and four copies of each filing. If more than one docket or rulemaking number appears in the caption of this proceeding, filers must submit two additional copies for each additional docket or rulemaking number.

  Filings can be sent by hand or messenger delivery, by commercial overnight courier, or by first-class or overnight U.S. Postal Service mail (although we continue to experience delays in receiving U.S. Postal Service mail). All filings must be addressed to the Commission's Secretary, Office of the Secretary, Federal Communications Commission.

    - The Commission's contractor will receive hand-delivered or messenger-delivered paper filings for the Commission's Secretary at 236 Massachusetts Avenue, NE., Suite 110, Washington, DC 20002. The filing hours at this location are 8:00 a.m. to 7:00 p.m. All hand deliveries must be held together with rubber bands or fasteners. Any envelopes must be disposed of before entering the building.

    - Commercial overnight mail (other than U.S. Postal Service Express Mail and Priority Mail) must be sent to 9300 East Hampton Drive, Capitol Heights, MD 20743.

    - U.S. Postal Service first-class, Express, and Priority mail should be addressed to 445 12th Street, SW, Washington DC 20554.

66. All filings must be addressed to the Commission's Secretary, Marlene H. Dortch, Office of the Secretary, Federal Communications Commission, 445 12th Street, SW, Washington, DC 20554. Parties should also send a copy of their filings to Janice Myles, Competition Policy Division, Wireline Competition Bureau, Federal Communications Commission, Room 5-C140, 445 12th Street, SW, Washington, D.C. 20554, or by e-mail to janice.myles@fcc.gov. Parties shall also serve one copy with the Commission's copy contractor, Best Copy and Printing, Inc. (BCPI), Portals II, 445 12th Street, SW, Room CY-B402, Washington, D.C. 20554, (202) 488-5300, or via e-mail to fcc@bcpiweb.com.

67. Documents in WC Docket Nos. 04-36 and 05-196 are available for public inspection and copying during business hours at the FCC Reference Information Center, Portals II, 445 12th St. SW, Room CY-A257, Washington, DC 20554. The documents may also be purchased from BCPI, telephone (202) 488-5300, facsimile (202) 488-5563, TTY (202) 488-5562, e-mail fcc@bcpiweb.com.

C. Accessible Formats

68. To request materials in accessible formats for people with disabilities (braille, large print, electronic files, audio format), send an e-mail to fcc504@fcc.gov or call the Consumer & Governmental Affairs Bureau at (202) 418-0531 (voice), (202) 418-7365 (TTY).

D. Regulatory Flexibility Analyses

69. As required by the Regulatory Flexibility Act of 1980, *see* 5 U.S.C. § 604, the Commission has prepared a Final Regulatory Flexibility Analysis (FRFA) of the possible significant economic impact on small entities of the policies and rules addressed in this document. The FRFA is set forth in Appendix C.

70. As required by the Regulatory Flexibility Act of 1980, *see* 5 U.S.C. § 603, the Commission has prepared an Initial Regulatory Flexibility Analysis (IRFA) of the possible significant economic impact on small entities of the policies and rules addressed in this document. The IRFA is set forth in Appendix C. Written public comments are requested on the IRFA. These comments must be filed in accordance with the same filing deadlines as comments filed in response to this Notice of Proposed Rulemaking as set forth in paragraph 65, and have a separate and distinct heading designating them as responses to the IRFA.

E. Paperwork Reduction Act Analysis

71. This document contains new information collection requirements subject to the Paperwork Reduction Act of 1995 (PRA), Public Law 104-13. It will be submitted to the Office of Management and Budget (OMB) for review under Section 3507(d) of the PRA. OMB, the general public, and other Federal agencies are invited to comment on the new information collection requirements contained in this proceeding.

F. Congressional Review Act

72. The Commission will send a copy of this Report and Order in a report to be sent to Congress and the Government Accountability Office pursuant to the Congressional Review Act (CRA), *see* 5 U.S.C. § 801(a)(1)(A).

VI. ORDERING CLAUSES

73. Accordingly, IT IS ORDERED that pursuant to sections 1, 4(i), 4(j), 251(e) and 303(r) of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151, 154(i)-(j), 251(e), 303(r), the Report and Order in WC Docket No. 04-36 IS ADOPTED, and that Part 9 of the Commission's Rules, 47 C.F.R. Part 9, is added as set forth in Appendix B. The Order shall become effective 30 days after publication in the

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Federal Register subject to OMB approval for new information collection requirements.[185] Accordingly, subject to such OMB approval: (i) the customer notification requirements set forth in paragraphs 48 and 49 of the Order shall become effective upon the effective date of the Order; (ii) the compliance letter described in paragraph 50 of the Order must be submitted to the Commission no later than 120 days after the effective date of the Order; and (iii) all other requirements shall become effective 120 days after the effective date of the Order.

74. IT IS FURTHER ORDERED that pursuant to the authority contained in sections 1, 4(i), 4(j), 251(e), and 303(r) of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151, 154(i)-(j), 251(e), 303(r), the Notice of Proposed Rulemaking in WC Docket No. 05-196 IS ADOPTED.

75. IT IS FURTHER ORDERED that the Commission's Consumer and Governmental Affairs Bureau, Reference Information Center, SHALL SEND a copy of this First Report and Order and Notice of Proposed Rulemaking, including the Final Regulatory Flexibility Analysis and the Initial Regulatory Flexibility Analysis, to the Chief Counsel for Advocacy of the Small Business Administration.

FEDERAL COMMUNICATIONS COMMISSION

Marlene H. Dortch
Secretary

[185] In light of the importance of these rules, the Commission is seeking emergency approval from OMB. The Commission will issue a public notice announcing the date upon which the information collection requirements set forth in this Order shall become effective following receipt of such emergency approval.

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APPENDIX A
LIST OF COMMENTERS

Comments in WC Docket No. 04-36

Comments	Abbreviation
8X8, Inc.	8X8
AARP	AARP
ACN Communications Services, Inc.	ACN
Ad Hoc Telecommunications Users Committee	Ad Hoc
Alcatel North America	Alcatel
Alliance for Public Technology	APT
America's Rural Consortium	ARC
American Foundation for the Blind	AFB
American Public Communications Council	APCC
Amherst, Massachusetts Cable Advisory Committee	Amherst CAC
Arizona Corporation Commission	Arizona Commission
Artic Slope Telephone Association Cooperative, Inc. Cellular Mobile Systems of St. Cloud, LLC d/b/a Cellular 2000 Comanche County Telephone, Inc. DeKalb Telephone Cooperative, Inc. d/b/a DTC Communications Grand River Mutual Telephone Corporation Interstate 35 Telephone Company KanOkla Telephone Association, Inc. Siskiyou Telephone Company Uintah Basin Telecommunications Association, Inc. Vermont Telephone Company, Inc. Wheat State Telephone, Inc.	Artic Slope *et al.*
Association for Communications Technology Professionals in Higher Education	ACUTA
Association for Local Telecommunications Services	ALTS
Association of Public-Safety Communications Officials-International, Inc.	APCO
AT&T Corporation	AT&T
Attorney General of the State of New York	New York Attorney General
Avaya, Inc.	Avaya
BellSouth Corporation	BellSouth
Bend Broadband Cebridge Connections, Inc. Insight Communications Company, Inc. Susquehanna Communication	Bend Broadband *et al.*
Boulder Regional Emergency Telephone Service Authority	BRETSA
BT Americas Inc.	BTA
Cablevision Systems Corp.	Cablevision
Callipso Corporation	Callipso
Cbeyond Communications, LLC GlobalCom, Inc. MPower Communications, Corp.	Cbeyond *et al.*

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CenturyTel, Inc.	CenturyTel
Charter Communications	Charter
Cheyenne River Sioux Tribe Telephone Authority	Cheyenne Telephone Authority
Cisco Systems, Inc.	Cisco
Citizens Utility Board	CUB
City and County of San Francisco	San Francisco
City of New York	New York City
Comcast Corporation	Comcast
Communication Service for the Deaf, Inc.	CSD
Communications Workers of America	CWA
CompTel/ASCENT	CompTel
Computer & Communications Industry Association	CCIA
Computing Technology Industry Association	CompTIA
Consumer Electronics Association	CEA
Covad Communications	Covad
Cox Communications, Inc.	Cox
CTIA-The Wireless Association	CTIA
Department of Homeland Security	DHS
DialPad Communication, Inc. ICG Communications, Inc. Qovia, Inc. VoicePulse, Inc.	Dialpad *et al.*
DJE Teleconsulting, LLC	DJE
Donald Clark Jackson	Jackson
EarthLink, Inc.	EarthLink
EDUCAUSE	EDUCAUSE
Electronic Frontier Foundation	EFF
Enterprise Communications Association	ECA
Federation for Economically Rational Utility Policy	FERUP
Francois D. Menard	Menard
Frontier and Citizens Telephone Companies	Frontier/Citizens
General Communications, Inc.	GCI
Global Crossing North America, Inc.	Global Crossing
GVNW Consulting, Inc.	GVNW
ICORE, Inc.	ICORE
IEEE-USA	IEEE-USA
Illinois Commerce Commission	Illinois Commerce Commission
Inclusive Technologies	Inclusive Technologies
Independent Telephone & Telecommunications Alliance	ITTA
Information Technology Association of America	ITAA
Information Technology Industry Council	ITIC
Interstate Telcom Consulting, Inc.	ITCI
Ionary Consulting	Ionary
Iowa Utilities Board	Iowa Commission
King County E911 Program	King County
Level 3 Communications LLC	Level 3
Lucent Technologies Inc.	Lucent Technologies
Maine Public Utilities Commissioners	Maine Commissioners
MCI	MCI
Microsoft Corporation	Microsoft

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Minnesota Public Utilities Commission	Minnesota Commission
Montana Public Service Commission	Montana Commission
Motorola, Inc.	Motorola
National Association of Regulatory Utility Commission	NARUC
National Association of State Utility Consumer Advocates	NASUCA
National Association of Telecommunications Officers and Advisors National League of Cities National Association of Counties U.S. Conference of Mayors National Association of Towns and Townships Texas Coalition of Cities for Utility Issues Washington Association of Telecommunications Officers and Advisors Greater Metro Telecommunications Consortium Mr. Hood Cable Regulatory Commission Metropolitan Washington Council of Governments Rainier Communications Commission City of Philadelphia City of Tacoma, Washington Montgomery County, Maryland	NATOA *et al.*
National Cable & Telecommunications Association	NCTA
National Consumers League	NCL
National Emergency Number Association	NENA
National Exchange Carrier Association, Inc.	NECA
National Governors Association	NGA
National Grange	National Grange
National Telecommunications Cooperative Association	NTCA
Nebraska Public Service Commission	Nebraska Commission
Nebraska Rural Independent Companies	Nebraska Rural Independent Companies
Net2Phone, Inc.	Net2Phone
New Jersey Board of Public Utilities	New Jersey Commission
New Jersey Division of the Ratepayer Advocate	New Jersey Ratepayer Advocate
New York State Department of Public Service	New York Commission
nexVortex, Inc.	nexVortex
Nortel Networks	Nortel
Nuvio Corporation	Nuvio
Office of Advocacy, U.S. Small Business Administration	SBA
Office of the Attorney General of Texas	Texas Attorney General
Office of the People's Counsel for the District of Columbia	D.C. Counsel
Ohio Public Utilities Commission	Ohio Commission
Omnitor	Omnitor
Organization for the Promotion and Advancement of Small Telecommunications Companies	OPASTCO
Pac-West Telecomm, Inc.	Pac-West
People of the State of California and the California Public Utilities Commission	California Commission
Public Service Commission of the State of Missouri	Missouri Commission
Pulver.com	pulver.com

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Qwest Communications International Inc.	Qwest
Rehabilitation Engineering Research Center on Telecommunications Access	RERCTA
Rural Independent Competitive Alliance	RICA
SBC Communications, Inc.	SBC
Self Help for Hard of Hearing People	SHHHP
Skype, Inc.	Skype
Sonic.net, Inc.	Sonic.net
SPI Solutions, Inc.	SPI Solutions
Spokane County 911 Communications	Spokane County 911
Sprint Corporation	Sprint
TCA, Inc. – Telecom Consulting Associates	TCA
Telecommunications for the Deaf, Inc	TDI
Telecommunications Industry Association	TIA
Tellme Networks, Inc	Tellme Networks
Tennessee Regulatory Authority	TRA
Texas Coalition of Cities for Utility Issues	TCCFUI
Texas Commission on State Emergency Communications.	TCSEC
Texas Department of Information Resources	Texas DIR
Time Warner Inc.	Time Warner
Time Warner Telecom	TWTC
TracFone Wireless, Inc.	TracFone
UniPoint Enhanced Services Inc. d/b/a PointOne	PointOne
United States Conference of Catholic Bishops Alliance for Community Media Appalachian People's Actions Coalition Center for Digital Democracy Consumer Action Edgemont Neighborhood Coalition Migrant Legal Action Program	USCCB *et al.*
United States Department of Justice	DOJ
United States Telecom Association	USTA
United Telecom Council The United Power Line Council	UTC *et al.*
USA Datanet Corporation	USAD Datanet
Utah Division of Public Utilities	Utah Commission
Valor Telecommunications of Texas, L.P. and Iowa Telecommunications Services, Inc.	Valor *et al.*
VeriSign, Inc.	VeriSign
Verizon Telephone Company	Verizon
Vermont Public Service Board	Vermont
Virgin Mobile USA, LLC	Virgin Mobile
Virginia State Corporation Commission	Virginia Commission
Voice on the Net Coalition	VON Coalition
Vonage Holdings Corp	Vonage
Western Telecommunications Alliance	WTA
WilTel Communications, LLC	WilTel
Wisconsin Electric Power Company Wisconsin Gas	Wisconsin Electric *et al.*
Yellow Pages Integrated Media Association	YPIMA

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Z-Tel Communications, Inc.	Z-Tel

Reply Comments in WC Docket No. 04-36

Reply Comments	Abbreviation
8X8, Inc.	8X8
Ad Hoc Telecom Manufacturer Coalition	Ad Hoc Telecom Manufacturers Coalition
Ad Hoc Telecommunications Users Committee	Ad Hoc
Adam D. Thierer, Director of Telecommunications Studies, Cato Institute	Thierer
Alcatel North America	Alcatel
Alliance for Public Technology et al.	APT *et al.*
American Cable Association	ACA
American Electric Power Service Corporation Duke Energy Corporation Xcel Energy Inc.	American Electric Power *et al.*
Association for Local Telecommunications Services	ALTS
AT&T Corp.	AT&T
Avaya Inc.	Avaya
BellSouth Corporation	BellSouth
Broadband Service Providers Association	BSPA
Cablevision Systems Corp.	Cablevision
Callipso Corporation	Callipso
Central Station Alarm Association	CSAA
Cingular Wireless LLC	Cingular
Cisco Systems, Inc.	Cisco
City and County of San Francisco	San Francisco
Comcast Corporation	Comcast
CompTel/Ascent	CompTel
Consumer Electronics Association	CEA
Consumer Federation of America Consumers Union	CFA *et al.*
Covad Communications	Covad
CTC Communications Corp.	CTS
CTIA-The Wireless Association	CTIA
Donald Clark Jackson	Jackson
EarthLink, Inc.	EarthLink
Educause	Educause
Enterprise Communications Association	ECA
Ericsson Inc.	Ericsson
Florida Public Service Commission	Florida Commission
Francois D. Menard	Menard
General Communication (GCI)	GCI
Global Crossing North America, Inc.	Global Crossing
Independent Telephone & Telecommunications Alliance	ITTA
Information Technology Association of America	Information Technology Association of America
Intergovernmental Advisory Committee	IAC
Intrado Inc.	Intrado

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Knology, Inc.	Knology
Level 3 Communications LLC	Level 3
Massachusetts Office of the Attorney General	Massachusetts Attorney General
MCI	MCI
Montana Public Service Commission	Montana Commission
Motorola, Inc.	Motorola
National Association of State Utility Consumer Advocates	NASUCA
National Association of Telecommunications Officers and Advisors National League of Cities National Association of Counties U.S. Conference of Mayors National Association of Towns and Townships Texas Coalition of Cities for Utility Issues Washington Association of Telecommunications Officers and Advisors Greater Metro Telecommunications Consortium Mr. Hood Cable Regulatory Commission Metropolitan Washington Council of Governments Rainier Communications Commission City of Philadelphia City of Tacoma, Washington Montgomery County, Maryland	NATOA *et al.*
National Cable & Telecommunications Association	NCTA
National Emergency Number Association	NENA
National Exchange Carrier Association, Inc.	NECA
Nebraska Public Service Commission	Nebraska Commission
Nebraska Rural Independent Companies	Nebraska Rural Independent Companies
Net2Phone, Inc.	Net2Phone
New Jersey Division of the Ratepayer Advocate	New Jersey Ratepayer Advocate
New York State Department of Public Service	New York Commission
Nextel Communications, Inc.	Nextel
Nuvio Corporation	Nuvio
Office of the People's Counsel for the District of Columbia	D.C. Counsel
Organization for the Promotion and Advancement of Small Telecommunications Companies	OPASTCO
Pac-West Telecomm, Inc.	Pac-West
Pennsylvania Public Utility Commission	Pennsylvania Commission
Public Service Commission of Wisconsin	Wisconsin Commission
Qwest Communications International Inc.	Qwest
Regulatory Studies Program (RSP) of the Mercatus Center at George Mason University	Mercatus Center
Rehabilitation Engineering Research Center on Telecommunications Access	RERCTA
RNKL, Inc. d/b/a RNK Telecom	RNK
Rural Independent Competitive Alliance	RICA
SBC Communications Inc.	SBC
Skype, Inc.	Skype

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Southern Communications Services, Inc. d/b/a Southern LINC	Southern LINC
Sprint Corporation	Sprint
Telecommunications Industry Association	TIA
Tellme Networks, Inc	Tellme Networks
Texas Statewide Telephone Cooperative, Inc.	Texas Statewide Telephone Cooperative
Time Warner Telecom, Inc.	Time Warner Telecom
T-Mobile USA, Inc.	T-Mobile
TracFone Wireless, Inc.	TracFone
United States Conference of Catholic Bishops Alliance for Community Media Appalachian Peoples' Action Coalition Center for Digital Democracy Consumer Action Edgemont Neighborhood Coalition Migrant Legal Action Program	USCCB *et al.*
United States Department of Justice	DOJ
United States Telecom Association	USTA
USA Datanet Corporation	USA Datanet
Utah Division of Public Utilities	Utah Commission
VeriSign, Inc.	VeriSign
Verizon Telephone Companies	Verizon
Voice on the Net Coalition	VON Coalition
Wisconsin Department of Public Instruction	Wisconsin Department of Public Instruction

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APPENDIX B
FINAL RULES

Part 9 of Title 47 of the Code of Federal Regulations is added to read as follows:

PART 9 —INTERCONNECTED VOICE OVER INTERNET PROTOCOL SERVICES

Sec.
9.1 Purpose.
9.3 Definitions.
9.5 E911 Service

AUTHORITY: 47 U.S.C. 151, 154(i)-(j), 251(e), and 303(r) unless otherwise noted.

§ 9.1 Purpose

The purpose of these rules is to set forth the E911 service requirements and conditions applicable to interconnected Voice over Internet Protocol service providers.

§ 9.3 Definitions.

Appropriate local emergency authority. An emergency answering point that has not been officially designated as a Public Safety Answering Point (PSAP), but has the capability of receiving 911 calls and either dispatching emergency services personnel or, if necessary, relaying the call to another emergency service provider. An appropriate local emergency authority may include, but is not limited to, an existing local law enforcement authority, such as the police, county sheriff, local emergency medical services provider, or fire department.

ANI. Automatic Number Identification, as such term is defined in Section 20.3 of these rules.

Interconnected VoIP service. An interconnected Voice over Internet protocol (VoIP) service is a service that: (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the user's location; (3) requires Internet protocol-compatible customer premises equipment (CPE); and (4) permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

Pseudo Automatic Number Identification (Pseudo-ANI). A number, consisting of the same number of digits as ANI, that is not a North American Numbering Plan telephone directory number and may be used in place of an ANI to convey special meaning. The special meaning assigned to the pseudo-ANI is determined by agreements, as necessary, between the system originating the call, intermediate systems handling and routing the call, and the destination system.

PSAP. Public Safety Answering Point, as such term is defined in Section 20.3 of these rules.

Registered Location. The most recent information obtained by an interconnected VoIP service provider that identifies the physical location of an end user.

Statewide default answering point. An emergency answering point designated by the State to receive 911 calls for either the entire State or those portions of the State not otherwise served by a local PSAP.

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Wireline E911 Network. A dedicated wireline network that (1) is interconnected with but largely separate from the public switched telephone network, (2) includes a selective router, and (3) is utilized to route emergency calls and related information to PSAPs, designated statewide default answering points, appropriate local emergency authorities or other emergency answering points.

§ 9.5 E911 Service.

(a) Scope of Section. The following requirements are only applicable to providers of interconnected VoIP services. Further, the following requirements apply only to 911 calls placed by users whose Registered Location is in a geographic area served by a Wireline E911 Network (which, as defined in Section 9.3, includes a selective router).

(b) E911 Service. As of [120 days after the effective date of the Order]:

(1) Interconnected VoIP service providers must, as a condition of providing service to a consumer, provide that consumer with E911 service as described in this section;

(2) Interconnected VoIP service providers must transmit all 911 calls, as well as ANI and the caller's Registered Location for each call, to the PSAP, designated statewide default answering point, or appropriate local emergency authority that serves the caller's Registered Location and that has been designated for telecommunications carriers pursuant to section 64.3001 of this chapter, provided that "all 911 calls" is defined as "any voice communication initiated by an interconnected VoIP user dialing 911;"

(3) All 911 calls must be routed through the use of ANI and, if necessary, pseudo-ANI, via the dedicated Wireline E911 Network; and

(4) The Registered Location must be available to the appropriate PSAP, designated statewide default answering point, or appropriate local emergency authority from or through the appropriate automatic location information (ALI) database.

(c) Service Level Obligation. Notwithstanding the provisions in paragraph (b) of this section, if a PSAP, designated statewide default answering point, or appropriate local emergency authority is not capable of receiving and processing either ANI or location information, an interconnected VoIP service provider need not provide such ANI or location information; however, nothing in this paragraph affects the obligation under paragraph (b) of an interconnected VoIP service provider to transmit via the Wireline E911 Network all 911 calls to the PSAP, designated statewide default answering point, or appropriate local emergency authority that serves the caller's Registered Location and that has been designated for telecommunications carriers pursuant to section 64.3001 of this chapter.

(d) Registered Location Requirement. As of [120 days after the effective date of the Order], interconnected VoIP service providers must:

(1) Obtain from each customer, prior to the initiation of service, the physical location at which the service will first be utilized; and

(2) Provide their end users one or more methods of updating their Registered Location, including at least one option that requires use only of the CPE necessary to access the interconnected VoIP service. Any method utilized must allow an end user to update the Registered Location at will and in a timely manner.

(e) Customer Notification. Each interconnected VoIP service provider shall:

(1) Specifically advise every subscriber, both new and existing, prominently and in plain language, of the circumstances under which E911 service may not be available through the interconnected VoIP service or may be in some way limited by comparison to traditional E911 service. Such circumstances include, but are not limited to, relocation of the end user's IP-compatible CPE, use by the end user of a non-native telephone number, broadband connection failure, loss of electrical power, and delays that may occur in making a Registered Location available in or through the ALI database;

(2) Obtain and keep a record of affirmative acknowledgement by every subscriber, both new and existing, of having received and understood the advisory described in subparagraph (1); and

(3) Distribute to its existing subscribers warning stickers or other appropriate labels warning subscribers if E911 service may be limited or not available and instructing the subscriber to place them on or near the equipment used in conjunction with the interconnected VoIP service. Each interconnected VoIP provider shall distribute such warning stickers or other appropriate labels to each new subscriber prior to the initiation of that subscriber's service.

(f) Compliance Letter. All interconnected VoIP providers must submit a letter to the Commission detailing their compliance with this section no later than [120 days after the effective date of this Order].

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APPENDIX C
REGULATORY FLEXIBILITY ANALYSES

I. FINAL REGULATORY FLEXIBILITY ANALYSIS

1. As required by the Regulatory Flexibility Act of 1980, as amended (RFA),[1] an Initial Regulatory Flexibility Analysis (IRFA) was incorporated in the *Notice* in WC Docket 04-36.[2] The Commission sought written public comment on the proposals in the *Notice*, including comment on the IRFA.[3] We received comments specifically directed toward the IRFA from three commenters. These comments are discussed below. This Final Regulatory Flexibility Analysis (FRFA) conforms to the RFA.[4]

A. Need for, and Objectives of, the Rules

2. Today's Order establishes rules requiring providers of interconnected VoIP – meaning VoIP service that allows a user generally to receive calls originating from and to terminate calls to the public switched telephone network (PSTN) – to provide enhanced 911 (E911) capabilities to their customers as a standard feature of service. The Order requires providers of interconnected VoIP service to provide E911 service no matter where the customer is using the service, whether at home or away.

3. The Order is in many ways a necessary and logical follow-up to the *Vonage Order* issued late last year. In that order, the Commission determined that Vonage's DigitalVoice service – an interconnected VoIP service – cannot be separated into interstate and intrastate communications and that this Commission has the responsibility and obligation to decide whether certain regulations apply to DigitalVoice and other IP-enabled services having similar capabilities. The *Vonage Order* also made clear that questions regarding what regulatory obligations apply to providers of such services would be addressed in the pending *IP-Enabled Services* proceeding. In accord with that statement, today's Order takes critical steps to advance the goal of public safety by imposing E911 obligations on certain VoIP providers.

B. Summary of Significant Issues Raised by Public Comments in Response to the IRFA

4. In this section, we respond to comments filed in response to the IRFA.[5] To the extent we received comments raising general small business concerns during this proceeding, those comments are discussed throughout the Order.

5. We disagree with SBA and Menard that the Commission should postpone acting in this proceeding – thereby postponing imposing E911 obligations on interconnected VoIP service providers – and instead should reevaluate the economic impact and the compliance burdens on small entities and issue a further notice of proposed rulemaking in conjunction with a supplemental IRFA identifying and

[1] *See* 5 U.S.C. § 603. The RFA, *see* 5 U.S.C. §§ 601-12, has been amended by the Small Business Regulatory Enforcement Fairness Act of 1996 (SBREFA), Pub. L. No. 104-121, Title II, 110 Stat. 857 (1996).

[2] *See Notice*, 19 FCC Rcd at 4917, 4919-50, para. 91 & Appendix A.

[3] *Id.*

[4] *See* 5 U.S.C. § 604.

[5] *See* SBA Comments; Menard Comments; Menard Reply Comments; Letter from Glenn S. Richards, Counsel for VON Coalition, to Marlene H. Dortch, Secretary, FCC, WC Docket No. 04-36, Attach. at 7 (filed May 12, 2005) (VON Coalition May 12, 2005 *Ex Parte* Letter).

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analyzing the economic impacts on small entities and less burdensome alternatives.[6] We believe the additional steps suggested by SBA and Menard are unnecessary because, as described below, small entities already have received sufficient notice of the issues addressed in today's Order and because the Commission, as requested by the VON Coalition, has considered the economic impact on small entities and what ways are feasible to minimize the burdens imposed on those entities, and, to the extent feasible, has implemented those less burdensome alternatives.[7]

6. The *Notice* specifically sought comment on what 911/E911 obligations should apply in the context of IP-enabled services, and discussed the criteria the Commission previously has used to determine the scope of its existing 911/E911 rules.[8] The *Notice* asked whether it would be appropriate for the Commission to "impose a requirement that some or all IP-enabled voice services provide 911 functionality to consumers and [sought] comment on this proposal," and also sought comment on whether the Commission should impose E911 obligations on IP-enabled services which would involve immediate costs versus imposing E911 obligations at a later time which would involve "costly and inefficient 'retrofitting' of embedded IP infrastructure."[9] The *Notice* also asked whether less burdensome alternatives would be preferable to imposing E911 obligations as direct regulation, including whether the promulgation of best practices or technical guidelines would adequately promote the provision of effective IP-based E911 services, and whether voluntary agreements among public safety trade associations, commercial IP-stakeholders, consumers, and state and local E911 coordinators and administrators would be preferable to direct regulation.[10] The Commission also sought comment on ways it could provide for technological flexibility so that our rules allow for the development of new and innovative technologies.[11] While the *Notice* did not specify particular rules the Commission might adopt – and the IRFA therefore did not catalogue the effects that such particular rules might have on small businesses – the Commission provided notice to parties regarding the range of policy outcomes that might result from today's Order. A summary of the *Notice* was published in the Federal Register, and we believe that such publication constitutes appropriate notice to small businesses subject to this Commission's regulation.[12] We note that a number of small entities submitted comments in this proceeding.[13] The comments of all entities that specifically addressed issues affecting small businesses, including different types of VoIP service providers, enabled the Commission to consider the concerns of small businesses throughout this Order. Moreover, in Part C, below, we attempt to estimate the number of small businesses that will be affected by the rules we adopt herein.[14] Therefore, we believe that small

[6] *See* SBA Comments at 2, 4, 6; Menard Comments; Menard Reply Comments at 4.

[7] *See* VON Coalition May 12, 2005 *Ex Parte* Letter at 7.

[8] *See Notice*, 19 FCC Rcd at 4898-01, paras. 53-57. We reject as inaccurate Menard's contention that nowhere in the *Notice* does the Commission seek comment on the appropriate grounds on which to differentiate among providers of IP-enabled services. Menard Comments at 4 (claiming that the Commission only seeks comment on how to distinguish IP-enabled services). The *Notice* specifically asks whether the Commission should "distinguish between classes of IP-enabled service providers based on the method by which they provide [911/E911] capabilities." *See Notice*, 19 FCC Rcd at 4900, para. 54.

[9] *See Notice*, 19 FCC Rcd at 4901, para. 57.

[10] *See id.* at 4900-01, para. 56.

[11] *See id.* at 4901, para. 56.

[12] *See* 5 U.S.C. § 603(a); *see also Regulatory Requirements for IP-Enabled Services*, WC Docket No. 04-36, Notice of Proposed Rulemaking, 69 Fed. Reg. 16193-01 (Mar. 29, 2004).

[13] *See supra* Appendix A.

[14] The VON Coalition's May 12, 2005 *ex parte* filing contends that, before the Commission may adopt rules in the *IP-Enabled Services* proceeding, it "is obligated to contact SBA's Office of Size Standards to determine the appropriate size standard for VoIP providers." VON Coalition May 12, 2005 *Ex Parte* Letter, Attach. at 7. This

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entities were not prejudiced by any lack of specificity regarding what rules the Commission might adopt in this proceeding.

7. Moreover, we note that we have attempted to balance the economic interests of small businesses with the public's great interest in access to E911 services when using interconnected VoIP services. The Order discusses how E911 service is critical to our nation's ability to respond to a host of crises and that the public has come to rely on the life-saving benefits of such services in emergency situations.[15] While the Commission sought comment on, and considered, ways that public safety could be protected through access to E911 services that are less burdensome to small businesses than the imposition of E911 obligations, the Commission concluded that it was important for *all* interconnected VoIP service providers to participate in protecting public safety. As SBA notes, many VoIP providers are likely to be small businesses.[16] SBA claims that "[t]hese small providers are developing a nascent technology and are especially vulnerable to disproportionate regulatory costs."[17] Nevertheless, as discussed in the Order, we believe it is reasonable to expect any business electing to interconnect with the PSTN to the extent required to provide interconnected VoIP service also to provide E911 service in order to protect the public interest.[18] Small businesses may still offer VoIP service without being subject to the rules adopted in today's Order by electing not to provide an *interconnected* VoIP service.[19] We therefore have provided alternatives for small entities.[20]

8. We disagree with Menard's contention that the Commission did not meet its obligations under the RFA because it failed to list as a significant alternative to the proposed rulemaking imposing economic regulation on the underlying facilities of cable carriers.[21] The rules we adopt today do apply to cable operators that provide interconnected VoIP service. Moreover, we reject the above contention as insufficient to achieve our goal of ensuring that users of interconnected VoIP service have access to E911, as well as rejecting it for the reasons already provided generally. As discussed in the Order, there currently is no way for portable VoIP providers reliably and automatically to provide location information to PSAPs without the customer's active cooperation.[22] Not only is the provider of an interconnected VoIP service the entity actively involved in routing the calls of users of interconnected VoIP service, but it is the entity that has the relationship with the customer who currently plays an essential role in providing accurate location information; hence, it is reasonable to impose E911 rules on that interconnected VoIP service provider. In addition, although the Commission determined that it was necessary to impose E911 obligations on all providers of interconnected VoIP service in order to ensure the ubiquitous availability of E911 service for users of interconnected VoIP service, the Commission minimized the burdens of this regulation by, for example, by requiring straightforward reporting

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contention is incorrect. The Commission used the appropriate size standards for VoIP providers. In addition, the Commission did not adopt any special exemptions from the rules adopted today based on small business size standards, and therefore we are not obligated to obtain prior SBA approval as suggested by the VON Coalition.

[15] *See, e.g.*, Order, *supra*, at paras. 4-5.

[16] *See* SBA Comments at 4.

[17] *See id.*

[18] *See* Order, *supra*, at para. 23.

[19] *See id.* at Section III.A.

[20] *See* 5 U.S.C. § 604(a)(5).

[21] Menard Comments at 3. To the extent it is possible to interpret Menard's comments as suggesting that, in order to comply with section 603(c), the Commission must anticipate and discuss every theoretically possible alternative to the proposed rules that might accomplish the stated objectives and minimize any significant economic impact on small entities, we find that suggestion to be an unreasonable interpretation of the statute. 5 U.S.C. § 603(c).

[22] *See, e.g.*, Order, *supra*, at para. 46.

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requirements and by setting reasonable timetables for implementation of the rules adopted today.[23] The Commission minimized the burdens of this regulation by not mandating any particular technical solution; interconnected VoIP providers may connect directly to the Wireline E911 Network, connect indirectly through a third party, such as a competitive local exchange carrier, or through any other solution that allows a provider to offer E911 service.[24]

9. We also disagree with Menard's contention that the Commission inappropriately failed to "weigh the impact on non-affiliated regional Internet Service Providers of the consequence for the removal of all forms of economic regulation for broadband services provided by incumbent carriers."[25] Today's Order does not remove "all forms of economic regulation for broadband services provided by incumbent carriers," and would be an inappropriate forum for reconsideration of any such decision the Commission has made in other proceedings.[26] The Commission reached its decision today in full awareness and consideration of the Commission's other rules and to that extent satisfied Menard's request and SBA's request to consider how the requirements imposed in today's Order overlap with other requirements imposed on small entities.[27]

10. Finally, we reject claims that the present proceeding is not the appropriate docket in which to address what E911 obligations should be imposed on providers of interconnected VoIP service. The Commission provided proper notice that these issues would be addressed in this proceeding, and in the *Vonage Order* made clear that questions regarding what regulatory obligations apply to providers of a type of interconnected VoIP service would be addressed in this proceeding.[28] Therefore, we do not accede to the preferences of some small businesses that the Commission resolve various other proceedings, including proceedings involving E911 requirements, prior to addressing issues in the *IP-Enabled Services* docket.[29] We reject Menard's claim that the Commission is using the present rulemaking as a way of by-passing its statutory obligations under section 10 of the Telecommunications Act of 1996 (section 10) because that statutory section is not applicable to the present situation.[30] Section 10 sets forth the Commission's obligation to forbear from existing regulation to a telecommunications carrier or a telecommunications service, or class of telecommunications carriers or telecommunications services, if certain criteria are satisfied.[31] Prior to today's Order, the Commission had not imposed E911 obligations on interconnected VoIP service providers. In addition, the Commission to date has not classified interconnected VoIP service as a telecommunications service.

[23] *See* 5 U.S.C. § 603(c); Order, *supra*, at paras. 37, 50.

[24] *See* Order, *supra*, at para. 38.

[25] Menard Comments at 4.

[26] *See id.*

[27] *See* SBA Comments at 5 (noting that the Commission is considering in this and other proceedings such issues as disability access, intercarrier compensation and universal service obligations).

[28] *See Vonage Order*, 19 FCC Rcd at 22405, para. 2; *see also id.* at 22432, para. 44 (noting that the Commission might address 911 issues in the *IP-Enabled Services* proceeding "as soon as possible, perhaps even separately").

[29] SBA Comments at 5.

[30] 47 U.S.C. § 160.

[31] *See* 47 U.S.C. § 160.

C. Description and Estimate of the Number of Small Entities to Which Rules Will Apply

11. The RFA directs agencies to provide a description of and, where feasible, an estimate of the number of small entities that may be affected by the proposed rules.[32] The RFA generally defines the term "small entity" as having the same meaning as the terms "small business," "small organization," and "small governmental jurisdiction."[33] In addition, the term "small business" has the same meaning as the term "small business concern" under the Small Business Act.[34] A small business concern is one which: (1) is independently owned and operated; (2) is not dominant in its field of operation; and (3) satisfies any additional criteria established by the Small Business Administration (SBA).[35]

12. *Small Businesses.* Nationwide, there are a total of approximately 22.4 million small businesses, according to SBA data.[36]

13. *Small Organizations.* Nationwide, there are approximately 1.6 million small organizations.[37]

14. *Small Governmental Jurisdictions.* The term "small governmental jurisdiction" is defined as "governments of cities, towns, townships, villages, school districts, or special districts, with a population of less than fifty thousand."[38] As of 1997, there were approximately 87,453 governmental jurisdictions in the United States.[39] This number includes 39,044 county governments, municipalities, and townships, of which 37,546 (approximately 96.2%) have populations of fewer than 50,000, and of which 1,498 have populations of 50,000 or more. Thus, we estimate the number of small governmental jurisdictions overall to be 84,098 or fewer.

1. Telecommunications Service Entities

a. Wireline Carriers and Service Providers

15. We have included small incumbent local exchange carriers in this present RFA analysis. As noted above, a "small business" under the RFA is one that, *inter alia*, meets the pertinent small business size standard (*e.g.*, a telephone communications business having 1,500 or fewer employees), and "is not dominant in its field of operation."[40] The SBA's Office of Advocacy contends that, for RFA purposes, small incumbent local exchange carriers are not dominant in their field of operation because any such

[32] 5 U.S.C. §§ 603(b)(3), 604(a)(3).

[33] 5 U.S.C. § 601(6).

[34] 5 U.S.C. § 601(3) (incorporating by reference the definition of "small business concern" in the Small Business Act, 15 U.S.C. § 632). Pursuant to 5 U.S.C. § 601(3), the statutory definition of a small business applies "unless an agency, after consultation with the Office of Advocacy of the Small Business Administration and after opportunity for public comment, establishes one or more definitions of such terms which are appropriate to the activities of the agency and publishes such definitions(s) in the Federal Register."

[35] 15 U.S.C. § 632.

[36] *See* SBA, Programs and Services, SBA Pamphlet No. CO-0028, at page 40 (July 2002).

[37] Independent Sector, The New Nonprofit Almanac & Desk Reference (2002).

[38] 5 U.S.C. § 601(5).

[39] U.S. Census Bureau, Statistical Abstract of the United States: 2000, Section 9, pages 299-300, Tables 490 and 492.

[40] *Id.* § 632.

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dominance is not "national" in scope.[41] We have therefore included small incumbent local exchange carriers in this RFA analysis, although we emphasize that this RFA action has no effect on Commission analyses and determinations in other, non-RFA contexts.

16. *Incumbent Local Exchange Carriers (LECs).* Neither the Commission nor the SBA has developed a small business size standard specifically for incumbent local exchange services. The appropriate size standard under SBA rules is for the category Wired Telecommunications Carriers. Under that size standard, such a business is small if it has 1,500 or fewer employees.[42] According to Commission data,[43] 1,310 carriers have reported that they are engaged in the provision of incumbent local exchange services. Of these 1,310 carriers, an estimated 1,025 have 1,500 or fewer employees and 285 have more than 1,500 employees. Consequently, the Commission estimates that most providers of incumbent local exchange service are small businesses that may be affected by our action. In addition, limited preliminary census data for 2002 indicate that the total number of wired communications carriers increased approximately 34 percent from 1997 to 2002.[44]

17. *Competitive Local Exchange Carriers (CLECs), Competitive Access Providers (CAPs), "Shared-Tenant Service Providers," and "Other Local Service Providers."* Neither the Commission nor the SBA has developed a small business size standard specifically for these service providers. The appropriate size standard under SBA rules is for the category Wired Telecommunications Carriers. Under that size standard, such a business is small if it has 1,500 or fewer employees.[45] According to Commission data,[46] 563 carriers have reported that they are engaged in the provision of either competitive access provider services or competitive local exchange carrier services. Of these 563 carriers, an estimated 472 have 1,500 or fewer employees and 91 have more than 1,500 employees. In addition, 14 carriers have reported that they are "Shared-Tenant Service Providers," and all 14 are estimated to have 1.500 or fewer employees. In addition, 37 carriers have reported that they are "Other Local Service Providers." Of the 37, an estimated 36 have 1,500 or fewer employees and one has more than 1,500 employees. Consequently, the Commission estimates that most providers of competitive local exchange service, competitive access providers, "Shared-Tenant Service Providers," and "Other Local Service Providers" are small entities that may be affected by our action. In addition, limited preliminary census data for

[41] Letter from Jere W. Glover, Chief Counsel for Advocacy, SBA, to William E. Kennard, Chairman, FCC (May 27, 1999). The Small Business Act contains a definition of "small-business concern," which the RFA incorporates into its own definition of "small business." *See* 15 U.S.C. § 632(a) (Small Business Act); 5 U.S.C. § 601(3) (RFA). SBA regulations interpret "small business concern" to include the concept of dominance on a national basis. *See* 13 C.F.R. § 121.102(b).

[42] 13 C.F.R. § 121.201, NAICS code 517110 (changed from 513310 in Oct. 2002).

[43] FCC, Wireline Competition Bureau, Industry Analysis and Technology Division, "Trends in Telephone Service" at Table 5.3, page 5-5 (May 2004) ("Trends in Telephone Service"). This source uses data that are current as of October 22, 2003.

[44] *See* U.S. Census Bureau, 2002 Economic Census, Industry Series: "Information," Table 2, Comparative Statistics for the United States (1997 NAICS Basis): 2002 and 1997, NAICS code 513310 (issued Nov. 2004). The preliminary data indicate that the total number of "establishments" increased from 20,815 to 27, 891. In this context, the number of establishments is a less helpful indicator of small business prevalence than is the number of "firms," because the latter number takes into account the concept of common ownership or control. The more helpful 2002 census data on firms, including employment and receipts numbers, will be issued in late 2005.

[45] 13 C.F.R. § 121.201, NAICS code 517110 (changed from 513310 in Oct. 2002).

[46] "Trends in Telephone Service" at Table 5.3.

2002 indicate that the total number of wired communications carriers increased approximately 34 percent from 1997 to 2002.[47]

18. *Local Resellers.* The SBA has developed a small business size standard for the category of Telecommunications Resellers. Under that size standard, such a business is small if it has 1,500 or fewer employees.[48] According to Commission data,[49] 127 carriers have reported that they are engaged in the provision of local resale services. Of these, an estimated 121 have 1,500 or fewer employees and six have more than 1,500 employees. Consequently, the Commission estimates that the majority of local resellers are small entities that may be affected by our action.

19. *Toll Resellers.* The SBA has developed a small business size standard for the category of Telecommunications Resellers. Under that size standard, such a business is small if it has 1,500 or fewer employees.[50] According to Commission data,[51] 645 carriers have reported that they are engaged in the provision of toll resale services. Of these, an estimated 619 have 1,500 or fewer employees and 35 have more than 1,500 employees. Consequently, the Commission estimates that the majority of toll resellers are small entities that may be affected by our action.

20. *Payphone Service Providers (PSPs).* Neither the Commission nor the SBA has developed a small business size standard specifically for payphone services providers. The appropriate size standard under SBA rules is for the category Wired Telecommunications Carriers. Under that size standard, such a business is small if it has 1,500 or fewer employees.[52] According to Commission data,[53] 613 carriers have reported that they are engaged in the provision of payphone services. Of these, an estimated 609 have 1,500 or fewer employees and four have more than 1,500 employees. Consequently, the Commission estimates that the majority of payphone service providers are small entities that may be affected by our action. In addition, limited preliminary census data for 2002 indicate that the total number of wired communications carriers increased approximately 34 percent from 1997 to 2002.[54]

21. *Interexchange Carriers (IXCs).* Neither the Commission nor the SBA has developed a small business size standard specifically for providers of interexchange services. The appropriate size standard under SBA rules is for the category Wired Telecommunications Carriers. Under that size standard, such a business is small if it has 1,500 or fewer employees.[55] According to Commission data,[56] 281 carriers have reported that they are engaged in the provision of interexchange service. Of these, an estimated 254 have 1,500 or fewer employees and 27 have more than 1,500 employees. Consequently, the Commission estimates that the majority of IXCs are small entities that may be affected by our action. In addition,

[47] *See supra* note 44.

[48] 13 C.F.R. § 121.201, NAICS code 517310 (changed from 513330 in Oct. 2002).

[49] "Trends in Telephone Service" at Table 5.3.

[50] 13 C.F.R. § 121.201, NAICS code 517310 (changed from 513330 in Oct. 2002).

[51] "Trends in Telephone Service" at Table 5.3.

[52] 13 C.F.R. § 121.201, NAICS code 517110 (changed from 513310 in Oct. 2002).

[53] "Trends in Telephone Service" at Table 5.3.

[54] *See supra* note 44.

[55] 13 C.F.R. § 121.201, NAICS code 517110 (changed from 513310 in Oct. 2002).

[56] "Trends in Telephone Service" at Table 5.3.

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limited preliminary census data for 2002 indicate that the total number of wired communications carriers increased approximately 34 percent from 1997 to 2002.[57]

22. *Operator Service Providers (OSPs).* Neither the Commission nor the SBA has developed a small business size standard specifically for operator service providers. The appropriate size standard under SBA rules is for the category Wired Telecommunications Carriers. Under that size standard, such a business is small if it has 1,500 or fewer employees.[58] According to Commission data,[59] 21 carriers have reported that they are engaged in the provision of operator services. Of these, an estimated 20 have 1,500 or fewer employees and one has more than 1,500 employees. Consequently, the Commission estimates that the majority of OSPs are small entities that may be affected by our action. In addition, limited preliminary census data for 2002 indicate that the total number of wired communications carriers increased approximately 34 percent from 1997 to 2002.[60]

23. *Prepaid Calling Card Providers.* Neither the Commission nor the SBA has developed a small business size standard specifically for prepaid calling card providers. The appropriate size standard under SBA rules is for the category Telecommunications Resellers. Under that size standard, such a business is small if it has 1,500 or fewer employees.[61] According to Commission data,[62] 40 carriers have reported that they are engaged in the provision of prepaid calling cards. Of these, all are estimated to have 1,500 or fewer employees. Consequently, the Commission estimates that all or the majority of prepaid calling card providers are small entities that may be affected by our action.

24. *800 and 800-Like Service Subscribers.*[63] Neither the Commission nor the SBA has developed a small business size standard specifically for 800 and 800-like service ("toll free") subscribers. The appropriate size standard under SBA rules is for the category Telecommunications Resellers. Under that size standard, such a business is small if it has 1,500 or fewer employees.[64] The most reliable source of information regarding the number of these service subscribers appears to be data the Commission collects on the 800, 888, and 877 numbers in use.[65] According to our data, at the end of January, 1999, the number of 800 numbers assigned was 7,692,955; the number of 888 numbers assigned was 7,706,393; and the number of 877 numbers assigned was 1,946,538. We do not have data specifying the number of these subscribers that are not independently owned and operated or have more than 1,500 employees, and thus are unable at this time to estimate with greater precision the number of toll free subscribers that would qualify as small businesses under the SBA size standard. Consequently, we estimate that there are 7,692,955 or fewer small entity 800 subscribers; 7,706,393 or fewer small entity 888 subscribers; and 1,946,538 or fewer small entity 877 subscribers.

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[57] *See supra* note 44.

[58] 13 C.F.R. § 121.201, NAICS code 517110 (changed from 513310 in Oct. 2002).

[59] "Trends in Telephone Service" at Table 5.3.

[60] *See supra* note 44.

[61] 13 C.F.R. § 121.201, NAICS code 517310 (changed from 513330 in Oct. 2002).

[62] "Trends in Telephone Service" at Table 5.3.

[63] We include all toll-free number subscribers in this category, including those for 888 numbers.

[64] 13 C.F.R. § 121.201, NAICS code 517310 (changed from 513330 in Oct. 2002).

[65] *See* FCC, Common Carrier Bureau, Industry Analysis Division, *Study on Telephone Trends*, Tables 21.2, 21.3, and 21.4 (Feb. 1999).

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b. International Service Providers

25. The Commission has not developed a small business size standard specifically for providers of international service. The appropriate size standards under SBA rules are for the two broad categories of Satellite Telecommunications and Other Telecommunications. Under both categories, such a business is small if it has $12.5 million or less in average annual receipts.[66] For the first category of Satellite Telecommunications, Census Bureau data for 1997 show that there were a total of 324 firms that operated for the entire year.[67] Of this total, 273 firms had annual receipts of under $10 million, and an additional 24 firms had receipts of $10 million to $24,999,999. Thus, the majority of Satellite Telecommunications firms can be considered small.

26. The second category – Other Telecommunications – includes "establishments primarily engaged in ... providing satellite terminal stations and associated facilities operationally connected with one or more terrestrial communications systems and capable of transmitting telecommunications to or receiving telecommunications from satellite systems."[68] According to Census Bureau data for 1997, there were 439 firms in this category that operated for the entire year.[69] Of this total, 424 firms had annual receipts of $5 million to $9,999,999 and an additional six firms had annual receipts of $10 million to $24,999,990. Thus, under this second size standard, the majority of firms can be considered small.

c. Wireless Telecommunications Service Providers

27. Below, for those services subject to auctions, we note that, as a general matter, the number of winning bidders that qualify as small businesses at the close of an auction does not necessarily represent the number of small businesses currently in service. Also, the Commission does not generally track subsequent business size unless, in the context of assignments or transfers, unjust enrichment issues are implicated.

28. *Wireless Service Providers.* The SBA has developed a small business size standard for wireless firms within the two broad economic census categories of "Paging"[70] and "Cellular and Other Wireless Telecommunications."[71] Under both SBA categories, a wireless business is small if it has 1,500 or fewer employees. For the census category of Paging, Census Bureau data for 1997 show that there were 1,320 firms in this category, total, that operated for the entire year.[72] Of this total, 1,303 firms had employment of 999 or fewer employees, and an additional 17 firms had employment of 1,000 employees or more.[73] Thus, under this category and associated small business size standard, the majority of firms can be considered small. For the census category Cellular and Other Wireless Telecommunications, Census

[66] 13 C.F.R. § 121.201, NAICS codes 517410 and 517910 (changed from 513340 and 513390 in Oct. 2002).

[67] U.S. Census Bureau, 1997 Economic Census, Subject Series: Information, "Establishment and Firm Size (Including Legal Form of Organization)," Table 4, NAICS code 513340 (issued Oct. 2000).

[68] Office of Management and Budget, North American Industry Classification System 513 (1997) (NAICS code 513390, changed to 517910 in Oct. 2002).

[69] U.S. Census Bureau, 1997 Economic Census, Subject Series: Information, "Establishment and Firm Size (Including Legal Form of Organization)," Table 4, NAICS code 513390 (issued Oct. 2000).

[70] 13 C.F.R. § 121.201, NAICS code 513321 (changed to 517211 in October 2002).

[71] 13 C.F.R. § 121.201, NAICS code 513322 (changed to 517212 in October 2002).

[72] U.S. Census Bureau, 1997 Economic Census, Subject Series: "Information," Table 5, Employment Size of Firms Subject to Federal Income Tax: 1997, NAICS code 513321 (issued October 2000).

[73] *Id.* The census data do not provide a more precise estimate of the number of firms that have employment of 1,500 or fewer employees; the largest category provided is "Firms with 1000 employees or more."

Bureau data for 1997 show that there were 977 firms in this category, total, that operated for the entire year.[74] Of this total, 965 firms had employment of 999 or fewer employees, and an additional 12 firms had employment of 1,000 employees or more.[75] Thus, under this second category and size standard, the majority of firms can, again, be considered small. In addition, limited preliminary census data for 2002 indicate that the total number of paging providers decreased approximately 51 percent from 1997 to 2002.[76] In addition, limited preliminary census data for 2002 indicate that the total number of cellular and other wireless telecommunications carriers increased approximately 321 percent from 1997 to 2002.[77]

29. *Cellular Licensees.* The SBA has developed a small business size standard for wireless firms within the broad economic census category "Cellular and Other Wireless Telecommunications."[78] Under this SBA category, a wireless business is small if it has 1,500 or fewer employees. For the census category Cellular and Other Wireless Telecommunications firms, Census Bureau data for 1997 show that there were 977 firms in this category, total, that operated for the entire year.[79] Of this total, 965 firms had employment of 999 or fewer employees, and an additional 12 firms had employment of 1,000 employees or more.[80] Thus, under this category and size standard, the great majority of firms can be considered small. Also, according to Commission data, 45 carriers reported that they were engaged in the provision of cellular service, Personal Communications Service (PCS), or Specialized Mobile Radio (SMR) Telephony services, which are placed together in the data.[81] We have estimated that 245 of these are small, under the SBA small business size standard.[82]

30. *Common Carrier Paging.* The SBA has developed a small business size standard for wireless firms within the broad economic census category, "Cellular and Other Wireless Telecommunications."[83] Under this SBA category, a wireless business is small if it has 1,500 or fewer employees. For the census

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[74] U.S. Census Bureau, 1997 Economic Census, Subject Series: "Information," Table 5, Employment Size of Firms Subject to Federal Income Tax: 1997, NAICS code 513322 (issued October 2000).

[75] *Id.* The census data do not provide a more precise estimate of the number of firms that have employment of 1,500 or fewer employees; the largest category provided is "Firms with 1000 employees or more."

[76] *See* U.S. Census Bureau, 2002 Economic Census, Industry Series: "Information," Table 2, Comparative Statistics for the United States (1997 NAICS Basis): 2002 and 1997, NAICS code 513321 (issued Nov. 2004). The preliminary data indicate that the total number of "establishments" decreased from 3,427 to 1,664. In this context, the number of establishments is a less helpful indicator of small business prevalence than is the number of "firms," because the latter number takes into account the concept of common ownership or control. The more helpful 2002 census data on firms, including employment and receipts numbers, will be issued in late 2005.

[77] *See* U.S. Census Bureau, 2002 Economic Census, Industry Series: "Information," Table 2, Comparative Statistics for the United States (1997 NAICS Basis): 2002 and 1997, NAICS code 513322 (issued Nov. 2004). The preliminary data indicate that the total number of "establishments" increased from 2,959 to 9,511. In this context, the number of establishments is a less helpful indicator of small business prevalence than is the number of "firms," because the latter number takes into account the concept of common ownership or control. The more helpful 2002 census data on firms, including employment and receipts numbers, will be issued in late 2005.

[78] 13 C.F.R. § 121.201, NAICS code 513322 (changed to 517212 in October 2002).

[79] U.S. Census Bureau, 1997 Economic Census, Subject Series: "Information," Table 5, Employment Size of Firms Subject to Federal Income Tax: 1997, NAICS code 513322 (issued October 2000).

[80] *Id.* The census data do not provide a more precise estimate of the number of firms that have employment of 1,500 or fewer employees; the largest category provided is "Firms with 1000 employees or more."

[81] "Trends in Telephone Service" at Table 5.3.

[82] *Id.*

[83] 13 C.F.R. § 121.201, NAICS code 513322 (changed to 517212 in October 2002).

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category of Paging, Census Bureau data for 1997 show that there were 1,320 firms in this category, total, that operated for the entire year.[84] Of this total, 1,303 firms had employment of 999 or fewer employees, and an additional 17 firms had employment of 1,000 employees or more.[85] Thus, under this category and associated small business size standard, the majority of firms can be considered small. In the Paging *Third Report and Order*, we developed a small business size standard for "small businesses" and "very small businesses" for purposes of determining their eligibility for special provisions such as bidding credits and installment payments.[86] A "small business" is an entity that, together with its affiliates and controlling principals, has average gross revenues not exceeding $15 million for the preceding three years. Additionally, a "very small business" is an entity that, together with its affiliates and controlling principals, has average gross revenues that are not more than $3 million for the preceding three years.[87] The SBA has approved these small business size standards.[88] An auction of Metropolitan Economic Area licenses commenced on February 24, 2000, and closed on March 2, 2000.[89] Of the 985 licenses auctioned, 440 were sold. Fifty-seven companies claiming small business status won. Also, according to Commission data, 346 carriers reported that they were engaged in the provision of paging and messaging services.[90] Of those, we estimate that 341 are small, under the SBA-approved small business size standard.[91]

31. *Wireless Communications Services.* This service can be used for fixed, mobile, radiolocation, and digital audio broadcasting satellite uses. The Commission established small business size standards for the wireless communications services (WCS) auction. A "small business" is an entity with average gross revenues of $40 million for each of the three preceding years, and a "very small business" is an entity with average gross revenues of $15 million for each of the three preceding years. The SBA has approved these small business size standards.[92] The Commission auctioned geographic area licenses in the WCS service. In the auction, there were seven winning bidders that qualified as "very small business" entities, and one that qualified as a "small business" entity.

32. *Wireless Telephony.* Wireless telephony includes cellular, personal communications services (PCS), and specialized mobile radio (SMR) telephony carriers. As noted earlier, the SBA has developed a small business size standard for "Cellular and Other Wireless Telecommunications" services.[93] Under

[84] U.S. Census Bureau, 1997 Economic Census, Subject Series: "Information," Table 5, Employment Size of Firms Subject to Federal Income Tax: 1997, NAICS code 513321 (issued October 2000).

[85] *Id.* The census data do not provide a more precise estimate of the number of firms that have employment of 1,500 or fewer employees; the largest category provided is "Firms with 1000 employees or more."

[86] *Amendment of Part 90 of the Commission's Rules to Provide for the Use of the 220-222 MHz Band by the Private Land Mobile Radio Service*, PR Docket No. 89-552, Third Report and Order and Fifth Notice of Proposed Rulemaking, 12 FCC Rcd 10943, 11068-70, paras. 291-295, 62 FR 16004 (Apr. 3, 1997).

[87] *See* Letter to Amy Zoslov, Chief, Auctions and Industry Analysis Division, Wireless Telecommunications Bureau, FCC, from A. Alvarez, Administrator, SBA (Dec. 2, 1998) (SBA Dec. 2, 1998 letter).

[88] *Revision of Part 22 and Part 90 of the Commission's Rules to Facilitate Future Development of Paging Systems*, Memorandum Opinion and Order on Reconsideration and Third Report and Order, 14 FCC Rcd 10030, paras. 98-107 (1999).

[89] *Id.* at 10085, para. 98.

[90] "Trends in Telephone Service" at Table 5.3.

[91] *Id.*

[92] SBA Dec. 2, 1998 letter.

[93] 13 C.F.R. § 121.201, NAICS code 513322 (changed to 517212 in October 2002).

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that SBA small business size standard, a business is small if it has 1,500 or fewer employees.[94] According to Commission data, 445 carriers reported that they were engaged in the provision of wireless telephony.[95] We have estimated that 245 of these are small under the SBA small business size standard.

33. *Broadband Personal Communications Service.* The broadband Personal Communications Service (PCS) spectrum is divided into six frequency blocks designated A through F, and the Commission has held auctions for each block. The Commission defined "small entity" for Blocks C and F as an entity that has average gross revenues of $40 million or less in the three previous calendar years.[96] For Block F, an additional classification for "very small business" was added and is defined as an entity that, together with its affiliates, has average gross revenues of not more than $15 million for the preceding three calendar years."[97] These standards defining "small entity" in the context of broadband PCS auctions have been approved by the SBA.[98] No small businesses, within the SBA-approved small business size standards bid successfully for licenses in Blocks A and B. There were 90 winning bidders that qualified as small entities in the Block C auctions. A total of 93 small and very small business bidders won approximately 40 percent of the 1,479 licenses for Blocks D, E, and F.[99] On March 23, 1999, the Commission re-auctioned 347 C, D, E, and F Block licenses. There were 48 small business winning bidders. On January 26, 2001, the Commission completed the auction of 422 C and F Broadband PCS licenses in Auction No. 35. Of the 35 winning bidders in this auction, 29 qualified as "small" or "very small" businesses. Subsequent events, concerning Auction 35, including judicial and agency determinations, resulted in a total of 163 C and F Block licenses being available for grant.

34. *Narrowband Personal Communications Services.* To date, two auctions of narrowband personal communications services (PCS) licenses have been conducted. For purposes of the two auctions that have already been held, "small businesses" were entities with average gross revenues for the prior three calendar years of $40 million or less. Through these auctions, the Commission has awarded a total of 41 licenses, out of which 11 were obtained by small businesses. To ensure meaningful participation of small business entities in future auctions, the Commission has adopted a two-tiered small business size standard in the *Narrowband PCS Second Report and Order.*[100] A "small business" is an entity that, together with affiliates and controlling interests, has average gross revenues for the three preceding years of not more than $40 million. A "very small business" is an entity that, together with affiliates and controlling interests, has average gross revenues for the three preceding years of not more than $15 million. The SBA has approved these small business size standards.[101] In the future, the Commission

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[94] *Id.*

[95] "Trends in Telephone Service" at Table 5.3.

[96] *See Amendment of Parts 20 and 24 of the Commission's Rules – Broadband PCS Competitive Bidding and the Commercial Mobile Radio Service Spectrum Cap*, WT Docket No. 96-59, Report and Order, 11 FCC Rcd 7824, 61 FR 33859 (July 1, 1996) (*PCS Order*); *see also* 47 C.F.R. § 24.720(b).

[97] *See PCS Order*, 11 FCC Rcd 7824.

[98] *See, e.g., Implementation of Section 309(j) of the Communications Act – Competitive Bidding*, PP Docket No. 93-253, Fifth Report and Order, 9 FCC Rcd 5332, 59 FR 37566 (July 22, 1994).

[99] FCC News, Broadband PCS, D, E and F Block Auction Closes, No. 71744 (rel. Jan. 14, 1997); *see also Amendment of the Commission's Rules Regarding Installment Payment Financing for Personal Communications Services (PCS) Licenses*, WT Docket No. 97-82, Second Report and Order, 12 FCC Rcd 16436, 62 FR 55348 (Oct. 24, 1997).

[100] *Amendment of the Commission's Rules to Establish New Personal Communications Services, Narrowband PCS*, Docket No. ET 92-100, Docket No. PP 93-253, Second Report and Order and Second Further Notice of Proposed Rulemaking, 15 FCC Rcd 10456, 65 FR 35875 (June 6, 2000).

[101] *See* SBA Dec. 2, 1998 letter.

will auction 459 licenses to serve Metropolitan Trading Areas (MTAs) and 408 response channel licenses. There is also one megahertz of narrowband PCS spectrum that has been held in reserve and that the Commission has not yet decided to release for licensing. The Commission cannot predict accurately the number of licenses that will be awarded to small entities in future auctions. However, four of the 16 winning bidders in the two previous narrowband PCS auctions were small businesses, as that term was defined. The Commission assumes, for purposes of this analysis, that a large portion of the remaining narrowband PCS licenses will be awarded to small entities. The Commission also assumes that at least some small businesses will acquire narrowband PCS licenses by means of the Commission's partitioning and disaggregation rules.

35. *220 MHz Radio Service – Phase I Licensees.* The 220 MHz service has both Phase I and Phase II licenses. Phase I licensing was conducted by lotteries in 1992 and 1993. There are approximately 1,515 such non-nationwide licensees and four nationwide licensees currently authorized to operate in the 220 MHz band. The Commission has not developed a small business size standard for small entities specifically applicable to such incumbent 220 MHz Phase I licensees. To estimate the number of such licensees that are small businesses, we apply the small business size standard under the SBA rules applicable to "Cellular and Other Wireless Telecommunications" companies. This category provides that a small business is a wireless company employing no more than 1,500 persons.[102] For the census category Cellular and Other Wireless Telecommunications, Census Bureau data for 1997 show that there were 977 firms in this category, total, that operated for the entire year.[103] Of this total, 965 firms had employment of 999 or fewer employees, and an additional 12 firms had employment of 1,000 employees or more.[104] Thus, under this second category and size standard, the majority of firms can, again, be considered small. Assuming this general ratio continues in the context of Phase I 220 MHz licensees, the Commission estimates that nearly all such licensees are small businesses under the SBA's small business size standard. In addition, limited preliminary census data for 2002 indicate that the total number of cellular and other wireless telecommunications carriers increased approximately 321 percent from 1997 to 2002.[105]

36. *220 MHz Radio Service – Phase II Licensees.* The 220 MHz service has both Phase I and Phase II licenses. The Phase II 220 MHz service is a new service, and is subject to spectrum auctions. In the *220 MHz Third Report and Order*, we adopted a small business size standard for "small" and "very small" businesses for purposes of determining their eligibility for special provisions such as bidding credits and installment payments.[106] This small business size standard indicates that a "small business" is an entity that, together with its affiliates and controlling principals, has average gross revenues not exceeding $15 million for the preceding three years.[107] A "very small business" is an entity that, together with its affiliates and controlling principals, has average gross revenues that do not exceed $3 million for

[102] 13 C.F.R. § 121.201, NAICS code 513322 (changed to 517212 in October 2002).

[103] U.S. Census Bureau, 1997 Economic Census, Subject Series: "Information," Table 5, Employment Size of Firms Subject to Federal Income Tax: 1997, NAICS code 513322 (issued October 2000).

[104] *Id.* The census data do not provide a more precise estimate of the number of firms that have employment of 1,500 or fewer employees; the largest category provided is "Firms with 1000 employees or more."

[105] *See* U.S. Census Bureau, 2002 Economic Census, Industry Series: "Information," Table 2, Comparative Statistics for the United States (1997 NAICS Basis): 2002 and 1997, NAICS code 513322 (issued Nov. 2004). The preliminary data indicate that the total number of "establishments" increased from 2,959 to 9,511. In this context, the number of establishments is a less helpful indicator of small business prevalence than is the number of "firms," because the latter number takes into account the concept of common ownership or control. The more helpful 2002 census data on firms, including employment and receipts numbers, will be issued in late 2005.

[106] *220 MHz Third Report and Order*, 12 FCC Rcd 10943, 11068-70, paras. 291-295 (1997).

[107] *Id.* at 11068, para. 291.

the preceding three years. The SBA has approved these small business size standards.[108] Auctions of Phase II licenses commenced on September 15, 1998, and closed on October 22, 1998.[109] In the first auction, 908 licenses were auctioned in three different-sized geographic areas: three nationwide licenses, 30 Regional Economic Area Group (EAG) Licenses, and 875 Economic Area (EA) Licenses. Of the 908 licenses auctioned, 693 were sold.[110] Thirty-nine small businesses won licenses in the first 220 MHz auction. The second auction included 225 licenses: 216 EA licenses and 9 EAG licenses. Fourteen companies claiming small business status won 158 licenses.[111]

37. *800 MHz and 900 MHz Specialized Mobile Radio Licenses.* The Commission awards "small entity" and "very small entity" bidding credits in auctions for Specialized Mobile Radio (SMR) geographic area licenses in the 800 MHz and 900 MHz bands to firms that had revenues of no more than $15 million in each of the three previous calendar years, or that had revenues of no more than $3 million in each of the previous calendar years, respectively.[112] These bidding credits apply to SMR providers in the 800 MHz and 900 MHz bands that either hold geographic area licenses or have obtained extended implementation authorizations. The Commission does not know how many firms provide 800 MHz or 900 MHz geographic area SMR service pursuant to extended implementation authorizations, nor how many of these providers have annual revenues of no more than $15 million. One firm has over $15 million in revenues. The Commission assumes, for purposes here, that all of the remaining existing extended implementation authorizations are held by small entities, as that term is defined by the SBA. The Commission has held auctions for geographic area licenses in the 800 MHz and 900 MHz SMR bands. There were 60 winning bidders that qualified as small or very small entities in the 900 MHz SMR auctions. Of the 1,020 licenses won in the 900 MHz auction, bidders qualifying as small or very small entities won 263 licenses. In the 800 MHz auction, 38 of the 524 licenses won were won by small and very small entities.

38. *700 MHz Guard Band Licensees.* In the *700 MHz Guard Band Order*, we adopted a small business size standard for "small businesses" and "very small businesses" for purposes of determining their eligibility for special provisions such as bidding credits and installment payments.[113] A "small business" as an entity that, together with its affiliates and controlling principals, has average gross revenues not exceeding $15 million for the preceding three years. Additionally, a "very small business" is an entity that, together with its affiliates and controlling principals, has average gross revenues that are not more than $3 million for the preceding three years. An auction of 52 Major Economic Area (MEA) licenses commenced on September 6, 2000, and closed on September 21, 2000.[114] Of the 104 licenses auctioned, 96 licenses were sold to nine bidders. Five of these bidders were small businesses that won a total of 26 licenses. A second auction of 700 MHz Guard Band licenses commenced on February 13,

[108] *See* Letter to D. Phythyon, Chief, Wireless Telecommunications Bureau, Federal Communications Commission, from A. Alvarez, Administrator, Small Business Administration (Jan. 6, 1998).

[109] *See generally* Public Notice, "220 MHz Service Auction Closes," 14 FCC Rcd 605 (1998).

[110] *See, e.g.*, Public Notice, "FCC Announces It is Prepared to Grant 654 Phase II 220 MHz Licenses After Final Payment is Made," 14 FCC Rcd 1085 (1999).

[111] Public Notice, "Phase II 220 MHz Service Spectrum Auction Closes," 14 FCC Rcd 11218 (1999).

[112] 47 C.F.R. § 90.814(b)(1).

[113] *See Service Rules for the 746-764 MHz Bands, and Revisions to part 27 of the Commission's Rules*, WT Docket No. 99-168, Second Report and Order, 65 FR 17599 (Apr. 4, 2000).

[114] *See generally* Public Notice, "220 MHz Service Auction Closes," Report No. WT 98-36 (Oct. 23, 1998).

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2001 and closed on February 21, 2001. All eight of the licenses auctioned were sold to three bidders. One of these bidders was a small business that won a total of two licenses.[115]

39. *Rural Radiotelephone Service.* The Commission has not adopted a size standard for small businesses specific to the Rural Radiotelephone Service.[116] A significant subset of the Rural Radiotelephone Service is the Basic Exchange Telephone Radio System (BETRS).[117] The Commission uses the SBA's small business size standard applicable to "Cellular and Other Wireless Telecommunications," *i.e.*, an entity employing no more than 1,500 persons.[118] There are approximately 1,000 licensees in the Rural Radiotelephone Service, and the Commission estimates that there are 1,000 or fewer small entity licensees in the Rural Radiotelephone Service that may be affected by the rules and policies adopted herein.

40. *Air-Ground Radiotelephone Service.* The Commission has not adopted a small business size standard specific to the Air-Ground Radiotelephone Service.[119] We will use SBA's small business size standard applicable to "Cellular and Other Wireless Telecommunications," *i.e.*, an entity employing no more than 1,500 persons.[120] There are approximately 100 licensees in the Air-Ground Radiotelephone Service, and we estimate that almost all of them qualify as small under the SBA small business size standard.

41. *Aviation and Marine Radio Services.* Small businesses in the aviation and marine radio services use a very high frequency (VHF) marine or aircraft radio and, as appropriate, an emergency position-indicating radio beacon (and/or radar) or an emergency locator transmitter. The Commission has not developed a small business size standard specifically applicable to these small businesses. For purposes of this analysis, the Commission uses the SBA small business size standard for the category "Cellular and Other Telecommunications," which is 1,500 or fewer employees.[121] Most applicants for recreational licenses are individuals. Approximately 581,000 ship station licensees and 131,000 aircraft station licensees operate domestically and are not subject to the radio carriage requirements of any statute or treaty. For purposes of our evaluations in this analysis, we estimate that there are up to approximately 712,000 licensees that are small businesses (or individuals) under the SBA standard. In addition, between December 3, 1998 and December 14, 1998, the Commission held an auction of 42 VHF Public Coast licenses in the 157.1875-157.4500 MHz (ship transmit) and 161.775-162.0125 MHz (coast transmit) bands. For purposes of the auction, the Commission defined a "small" business as an entity that, together with controlling interests and affiliates, has average gross revenues for the preceding three years not to exceed $15 million dollars. In addition, a "very small" business is one that, together with controlling interests and affiliates, has average gross revenues for the preceding three years not to exceed $3 million dollars.[122] There are approximately 10,672 licensees in the Marine Coast Service, and the Commission estimates that almost all of them qualify as "small" businesses under the above special small business size standards.

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[115] Public Notice, "700 MHz Guard Band Auction Closes," DA 01-478 (rel. Feb. 22, 2001).

[116] The service is defined in section 22.99 of the Commission's Rules, 47 C.F.R. § 22.99.

[117] BETRS is defined in sections 22.757 and 22.759 of the Commission's Rules, 47 C.F.R. §§ 22.757 and 22.759.

[118] 13 C.F.R. § 121.201, NAICS code 517212.

[119] The service is defined in section 22.99 of the Commission's Rules, 47 C.F.R. § 22.99.

[120] 13 C.F.R. § 121.201, NAICS codes 517212.

[121] 13 C.F.R. § 121.201, NAICS code 513322 (changed to 517212 in October 2002).

[122] *Amendment of the Commission's Rules Concerning Maritime Communications*, PR Docket No. 92-257, Third Report and Order and Memorandum Opinion and Order, 13 FCC Rcd 19853 (1998).

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42. *Fixed Microwave Services.* Fixed microwave services include common carrier,[123] private operational-fixed,[124] and broadcast auxiliary radio services.[125] At present, there are approximately 22,015 common carrier fixed licensees and 61,670 private operational-fixed licensees and broadcast auxiliary radio licensees in the microwave services. The Commission has not created a size standard for a small business specifically with respect to fixed microwave services. For purposes of this analysis, the Commission uses the SBA small business size standard for the category "Cellular and Other Telecommunications," which is 1,500 or fewer employees.[126] The Commission does not have data specifying the number of these licensees that have more than 1,500 employees, and thus is unable at this time to estimate with greater precision the number of fixed microwave service licensees that would qualify as small business concerns under the SBA's small business size standard. Consequently, the Commission estimates that there are up to 22,015 common carrier fixed licensees and up to 61,670 private operational-fixed licensees and broadcast auxiliary radio licensees in the microwave services that may be small and may be affected by the rules and policies adopted herein. We noted, however, that the common carrier microwave fixed licensee category includes some large entities.

43. *Offshore Radiotelephone Service.* This service operates on several UHF television broadcast channels that are not used for television broadcasting in the coastal areas of states bordering the Gulf of Mexico.[127] There are presently approximately 55 licensees in this service. We are unable to estimate at this time the number of licensees that would qualify as small under the SBA's small business size standard for "Cellular and Other Wireless Telecommunications" services.[128] Under that SBA small business size standard, a business is small if it has 1,500 or fewer employees.[129]

44. *39 GHz Service.* The Commission created a special small business size standard for 39 GHz licenses – an entity that has average gross revenues of $40 million or less in the three previous calendar years.[130] An additional size standard for "very small business" is: an entity that, together with affiliates, has average gross revenues of not more than $15 million for the preceding three calendar years.[131] The SBA has approved these small business size standards.[132] The auction of the 2,173 39 GHz licenses

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[123] *See* 47 C.F.R. §§ 101 *et seq.* (formerly, Part 21 of the Commission's Rules) for common carrier fixed microwave services (except Multipoint Distribution Service).

[124] Persons eligible under parts 80 and 90 of the Commission's Rules can use Private Operational-Fixed Microwave services. *See* 47 C.F.R. Parts 80 and 90. Stations in this service are called operational-fixed to distinguish them from common carrier and public fixed stations. Only the licensee may use the operational-fixed station, and only for communications related to the licensee's commercial, industrial, or safety operations.

[125] Auxiliary Microwave Service is governed by Part 74 of Title 47 of the Commission's rules. *See* 47 C.F.R. Part 74. This service is available to licensees of broadcast stations and to broadcast and cable network entities. Broadcast auxiliary microwave stations are used for relaying broadcast television signals from the studio to the transmitter, or between two points such as a main studio and an auxiliary studio. The service also includes mobile television pickups, which relay signals from a remote location back to the studio.

[126] 13 C.F.R. § 121.201, NAICS code 517212.

[127] This service is governed by Subpart I of Part 22 of the Commission's rules. *See* 47 C.F.R. §§ 22.1001-22.1037.

[128] 13 C.F.R. § 121.201, NAICS code 513322 (changed to 517212 in October 2002).

[129] *Id.*

[130] *See Amendment of the Commission's Rules Regarding the 37.0-38.6 GHz and 38.6-40.0 GHz Bands*, ET Docket No. 95-183, Report and Order, 63 Fed. Reg. 6079 (Feb. 6, 1998).

[131] *Id.*

[132] *See* Letter to Kathleen O'Brien Ham, Chief, Auctions and Industry Analysis Division, Wireless Telecommunications Bureau, FCC, from Aida Alvarez, Administrator, SBA (Feb. 4, 1998).

began on April 12, 2000 and closed on May 8, 2000. The 18 bidders who claimed small business status won 849 licenses. Consequently, the Commission estimates that 18 or fewer 39 GHz licensees are small entities that may be affected by the rules and polices adopted herein.

45. *Multipoint Distribution Service, Multichannel Multipoint Distribution Service, and ITFS.* Multichannel Multipoint Distribution Service (MMDS) systems, often referred to as "wireless cable," transmit video programming to subscribers using the microwave frequencies of the Multipoint Distribution Service (MDS) and Instructional Television Fixed Service (ITFS).[133] In connection with the 1996 MDS auction, the Commission established a small business size standard as an entity that had annual average gross revenues of less than $40 million in the previous three calendar years.[134] The MDS auctions resulted in 67 successful bidders obtaining licensing opportunities for 493 Basic Trading Areas (BTAs). Of the 67 auction winners, 61 met the definition of a small business. MDS also includes licensees of stations authorized prior to the auction. In addition, the SBA has developed a small business size standard for Cable and Other Program Distribution, which includes all such companies generating $12.5 million or less in annual receipts.[135] According to Census Bureau data for 1997, there were a total of 1,311 firms in this category, total, that had operated for the entire year.[136] Of this total, 1,180 firms had annual receipts of under $10 million and an additional 52 firms had receipts of $10 million or more but less than $25 million. Consequently, we estimate that the majority of providers in this service category are small businesses that may be affected by the rules and policies adopted herein. This SBA small business size standard also appears applicable to ITFS. There are presently 2,032 ITFS licensees. All but 100 of these licenses are held by educational institutions. Educational institutions are included in this analysis as small entities.[137] Thus, we tentatively conclude that at least 1,932 licensees are small businesses.

46. *Local Multipoint Distribution Service.* Local Multipoint Distribution Service (LMDS) is a fixed broadband point-to-multipoint microwave service that provides for two-way video telecommunications.[138] The auction of the 1,030 Local Multipoint Distribution Service (LMDS) licenses began on February 18, 1998 and closed on March 25, 1998. The Commission established a small business size standard for LMDS licenses as an entity that has average gross revenues of less than $40 million in the three previous calendar years.[139] An additional small business size standard for "very small business" was added as an entity that, together with its affiliates, has average gross revenues of not more than $15 million for the preceding three calendar years.[140] The SBA has approved these small business

[133] *Amendment of Parts 21 and 74 of the Commission's Rules with Regard to Filing Procedures in the Multipoint Distribution Service and in the Instructional Television Fixed Service and Implementation of Section 309(j) of the Communications Act – Competitive Bidding*, MM Docket No. 94-131 and PP Docket No. 93-253, Report and Order, 10 FCC Rcd 9589, 9593, para. 7 (1995).

[134] 47 C.F.R. § 21.961(b)(1).

[135] 13 C.F.R. § 121.201, NAICS code 513220 (changed to 517510 in October 2002).

[136] U.S. Census Bureau, 1997 Economic Census, Subject Series: Information, "Establishment and Firm Size (Including Legal Form of Organization)", Table 4, NAICS code 513220 (issued October 2000).

[137] In addition, the term "small entity" within SBREFA applies to small organizations (nonprofits) and to small governmental jurisdictions (cities, counties, towns, townships, villages, school districts, and special districts with populations of less than 50,000). 5 U.S.C. §§ 601(4)-(6). We do not collect annual revenue data on ITFS licensees.

[138] *See Local Multipoint Distribution Service*, Second Report and Order, 12 FCC Rcd 12545 (1997).

[139] *Id.*

[140] *See id.*

size standards in the context of LMDS auctions.[141] There were 93 winning bidders that qualified as small entities in the LMDS auctions. A total of 93 small and very small business bidders won approximately 277 A Block licenses and 387 B Block licenses. On March 27, 1999, the Commission re-auctioned 161 licenses; there were 40 winning bidders. Based on this information, we conclude that the number of small LMDS licenses consists of the 93 winning bidders in the first auction and the 40 winning bidders in the re-auction, for a total of 133 small entity LMDS providers.

47. *218-219 MHz Service.* The first auction of 218-219 MHz spectrum resulted in 170 entities winning licenses for 594 Metropolitan Statistical Area (MSA) licenses. Of the 594 licenses, 557 were won by entities qualifying as a small business. For that auction, the small business size standard was an entity that, together with its affiliates, has no more than a $6 million net worth and, after federal income taxes (excluding any carry over losses), has no more than $2 million in annual profits each year for the previous two years.[142] In the *218-219 MHz Report and Order and Memorandum Opinion and Order*, we established a small business size standard for a "small business" as an entity that, together with its affiliates and persons or entities that hold interests in such an entity and their affiliates, has average annual gross revenues not to exceed $15 million for the preceding three years.[143] A "very small business" is defined as an entity that, together with its affiliates and persons or entities that hold interests in such an entity and its affiliates, has average annual gross revenues not to exceed $3 million for the preceding three years.[144] We cannot estimate, however, the number of licenses that will be won by entities qualifying as small or very small businesses under our rules in future auctions of 218-219 MHz spectrum.

48. *24 GHz – Incumbent Licensees.* This analysis may affect incumbent licensees who were relocated to the 24 GHz band from the 18 GHz band, and applicants who wish to provide services in the 24 GHz band. The applicable SBA small business size standard is that of "Cellular and Other Wireless Telecommunications" companies. This category provides that such a company is small if it employs no more than 1,500 persons.[145] According to Census Bureau data for 1997, there were 977 firms in this category, total, that operated for the entire year.[146] Of this total, 965 firms had employment of 999 or fewer employees, and an additional 12 firms had employment of 1,000 employees or more.[147] Thus, under this size standard, the great majority of firms can be considered small. These broader census data notwithstanding, we believe that there are only two licensees in the 24 GHz band that were relocated from the 18 GHz band, Teligent[148] and TRW, Inc. It is our understanding that Teligent and its related

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[141] *See* Letter to Dan Phythyon, Chief, Wireless Telecommunications Bureau, FCC, from Aida Alvarez, Administrator, SBA (Jan. 6, 1998).

[142] *Implementation of Section 309(j) of the Communications Act – Competitive Bidding*, PP Docket No. 93-253, Fourth Report and Order, 59 Fed. Reg. 24947 (May 13, 1994).

[143] *Amendment of Part 95 of the Commission's Rules to Provide Regulatory Flexibility in the 218-219 MHz Service*, WT Docket No. 98-169, Report and Order and Memorandum Opinion and Order, 64 Fed. Reg. 59656 (Nov. 3, 1999).

[144] *Amendment of Part 95 of the Commission's Rules to Provide Regulatory Flexibility in the 218-219 MHz Service*, WT Docket No. 98-169, Report and Order and Memorandum Opinion and Order, 64 Fed. Reg. 59656 (Nov. 3, 1999).

[145] 13 C.F.R. § 121.201, NAICS code 513322 (changed to 517212 in October 2002).

[146] U.S. Census Bureau, 1997 Economic Census, Subject Series: Information, "Employment Size of Firms Subject to Federal Income Tax: 1997," Table 5, NAICS code 513322 (issued Oct. 2000).

[147] *Id.* The census data do not provide a more precise estimate of the number of firms that have employment of 1,500 or fewer employees; the largest category provided is "Firms with 1,000 employees or more."

[148] Teligent acquired the DEMS licenses of FirstMark, the only licensee other than TRW in the 24 GHz band whose license has been modified to require relocation to the 24 GHz band.

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companies have less than 1,500 employees, though this may change in the future. TRW is not a small entity. Thus, only one incumbent licensee in the 24 GHz band is a small business entity.

49. *24 GHz – Future Licensees.* With respect to new applicants in the 24 GHz band, the small business size standard for "small business" is an entity that, together with controlling interests and affiliates, has average annual gross revenues for the three preceding years not in excess of $15 million.[149] "Very small business" in the 24 GHz band is an entity that, together with controlling interests and affiliates, has average gross revenues not exceeding $3 million for the preceding three years.[150] The SBA has approved these small business size standards.[151] These size standards will apply to the future auction, if held.

2. Cable and OVS Operators

50. *Cable and Other Program Distribution.* This category includes cable systems operators, closed circuit television services, direct broadcast satellite services, multipoint distribution systems, satellite master antenna systems, and subscription television services. The SBA has developed small business size standard for this census category, which includes all such companies generating $12.5 million or less in revenue annually.[152] According to Census Bureau data for 1997, there were a total of 1,311 firms in this category, total, that had operated for the entire year.[153] Of this total, 1,180 firms had annual receipts of under $10 million and an additional 52 firms had receipts of $10 million or more but less than $25 million. Consequently, the Commission estimates that the majority of providers in this service category are small businesses that may be affected by the rules and policies adopted herein.

51. *Cable System Operators (Rate Regulation Standard).* The Commission has developed its own small business size standard for cable system operators, for purposes of rate regulation. Under the Commission's rules, a "small cable company" is one serving fewer than 400,000 subscribers nationwide.[154] The most recent estimates indicate that there were 1,439 cable operators who qualified as small cable system operators at the end of 1995.[155] Since then, some of those companies may have grown to serve over 400,000 subscribers, and others may have been involved in transactions that caused them to be combined with other cable operators. Consequently, the Commission estimates that there are now fewer than 1,439 small entity cable system operators that may be affected by the rules and policies adopted herein.

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[149] *Amendments to Parts 1,2, 87 and 101 of the Commission's Rules to License Fixed Services at 24 GHz*, Report and Order, 15 FCC Rcd 16934, 16967 (2000); *see also* 47 C.F.R. § 101.538(a)(2).

[150] *Amendments to Parts 1,2, 87 and 101 of the Commission's Rules to License Fixed Services at 24 GHz*, Report and Order, 15 FCC Rcd 16934, 16967 (2000); *see also* 47 C.F.R. § 101.538(a)(1).

[151] *See* Letter to Margaret W. Wiener, Deputy Chief, Auctions and Industry Analysis Division, Wireless Telecommunications Bureau, FCC, from Gary M. Jackson, Assistant Administrator, SBA (July 28, 2000).

[152] 13 C.F.R. § 121.201, North American Industry Classification System (NAICS) code 513220 (changed to 517510 in October 2002).

[153] U.S. Census Bureau, 1997 Economic Census, Subject Series: Information, "Establishment and Firm Size (Including Legal Form of Organization)," Table 4, NAICS code 513220 (issued October 2000).

[154] 47 C.F.R. § 76.901(e). The Commission developed this definition based on its determination that a small cable system operator is one with annual revenues of $100 million or less. *Implementation of Sections of the 1992 Cable Act: Rate Regulation,* Sixth Report and Order and Eleventh Order on Reconsideration, 10 FCC Rcd 7393 (1995), 60 FR 10534 (Feb. 27, 1995).

[155] Paul Kagan Associates, Inc., *Cable TV Investor*, February 29, 1996 (based on figures for December 30, 1995).

52. *Cable System Operators (Telecom Act Standard).* The Communications Act of 1934, as amended, also contains a size standard for small cable system operators, which is "a cable operator that, directly or through an affiliate, serves in the aggregate fewer than 1 percent of all subscribers in the United States and is not affiliated with any entity or entities whose gross annual revenues in the aggregate exceed $250,000,000."[156] The Commission has determined that there are 67,700,000 subscribers in the United States.[157] Therefore, an operator serving fewer than 677,000 subscribers shall be deemed a small operator, if its annual revenues, when combined with the total annual revenues of all its affiliates, do not exceed $250 million in the aggregate.[158] Based on available data, the Commission estimates that the number of cable operators serving 677,000 subscribers or fewer, totals 1,450.[159] The Commission neither requests nor collects information on whether cable system operators are affiliated with entities whose gross annual revenues exceed $250 million,[160] and therefore are unable, at this time, to estimate more accurately the number of cable system operators that would qualify as small cable operators under the size standard contained in the Communications Act of 1934.

53. *Open Video Services.* Open Video Service (OVS) systems provide subscription services.[161] The SBA has created a small business size standard for Cable and Other Program Distribution.[162] This standard provides that a small entity is one with $12.5 million or less in annual receipts. The Commission has certified approximately 25 OVS operators to serve 75 areas, and some of these are currently providing service.[163] Affiliates of Residential Communications Network, Inc. (RCN) received approval to operate OVS systems in New York City, Boston, Washington, D.C., and other areas. RCN has sufficient revenues to assure that they do not qualify as a small business entity. Little financial information is available for the other entities that are authorized to provide OVS and are not yet operational. Given that some entities authorized to provide OVS service have not yet begun to generate revenues, the Commission concludes that up to 24 OVS operators (those remaining) might qualify as small businesses that may be affected by the rules and policies adopted herein.

3. Internet Service Providers

54. *Internet Service Providers.* The SBA has developed a small business size standard for Internet Service Providers (ISPs). ISPs "provide clients access to the Internet and generally provide related services such as web hosting, web page designing, and hardware or software consulting related to Internet connectivity."[164] Under the SBA size standard, such a business is small if it has average annual

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[156] 47 U.S.C. § 543(m)(2).

[157] *See FCC Announces New Subscriber Count for the Definition of Small Cable Operator*, Public Notice DA 01-158 (Jan. 24, 2001).

[158] 47 C.F.R. § 76.901(f).

[159] *See FCC Announces New Subscriber Count for the Definition of Small Cable Operators*, Public Notice, DA 01-0158 (rel. Jan. 24, 2001).

[160] The Commission does receive such information on a case-by-case basis if a cable operator appeals a local franchise authority's finding that the operator does not qualify as a small cable operator pursuant to § 76.901(f) of the Commission's rules. *See* 47 C.F.R. § 76.909(b).

[161] *See* 47 U.S.C. § 573.

[162] 13 C.F.R. § 121.201, NAICS code 513220 (changed to 517510 in October 2002).

[163] *See* <http://www.fcc.gov/csb/ovs/csovscer.html> (current as of March 2002).

[164] U.S. Census Bureau, "2002 NAICS Definitions: 518111 Internet Service Providers" (Feb. 2004) <www.census.gov>.

receipts of $21 million or less.[165] According to Census Bureau data for 1997, there were 2,751 firms in this category that operated for the entire year.[166] Of these, 2,659 firms had annual receipts of under $10 million, and an additional 67 firms had receipts of between $10 million and $24, 999,999. Consequently, we estimate that the majority of these firms are small entities that may be affected by our action. In addition, limited preliminary census data for 2002 indicate that the total number of internet service providers increased approximately five percent from 1997 to 2002.[167]

4. Other Internet-Related Entities

55. *Web Search Portals.* Our action pertains to VoIP services, which could be provided by entities that provide other services such as email, online gaming, web browsing, video conferencing, instant messaging, and other, similar IP-enabled services. The Commission has not adopted a size standard for entities that create or provide these types of services or applications. However, the census bureau has identified firms that "operate web sites that use a search engine to generate and maintain extensive databases of Internet addresses and content in an easily searchable format. Web search portals often provide additional Internet services, such as e-mail, connections to other web sites, auctions, news, and other limited content, and serve as a home base for Internet users."[168] The SBA has developed a small business size standard for this category; that size standard is $6 million or less in average annual receipts.[169] According to Census Bureau data for 1997, there were 195 firms in this category that operated for the entire year.[170] Of these, 172 had annual receipts of under $5 million, and an additional nine firms had receipts of between $5 million and $9,999,999. Consequently, we estimate that the majority of these firms are small entities that may be affected by our action.

56. *Data Processing, Hosting, and Related Services.* Entities in this category "primarily ... provid[e] infrastructure for hosting or data processing services."[171] The SBA has developed a small business size standard for this category; that size standard is $21 million or less in average annual receipts.[172] According to Census Bureau data for 1997, there were 3,700 firms in this category that

[165] 13 C.F.R. § 121.201, NAICS code 518111 (changed from previous code 514191, "On-Line Information Services," in Oct. 2002).

[166] U.S. Census Bureau, 1997 Economic Census, Subject Series: Information, "Establishment and Firm Size (Including Legal Form of Organization)," Table 4, NAICS code 514191 (issued Oct. 2000).

[167] *See* U.S. Census Bureau, 2002 Economic Census, Industry Series: "Information," Table 2, Comparative Statistics for the United States (1997 NAICS Basis): 2002 and 1997, NAICS code 514191 (issued Nov. 2004). The preliminary data indicate that the total number of "establishments" increased from 4,165 to 4,394. In this context, the number of establishments is a less helpful indicator of small business prevalence than is the number of "firms," because the latter number takes into account the concept of common ownership or control. The more helpful 2002 census data on firms, including employment and receipts numbers, will be issued in late 2005.

[168] U.S. Census Bureau, "2002 NAICS Definitions: 518112 Web Search Portals" (Feb. 2004) <www.census.gov>.

[169] 13 C.F.R. § 121.201, NAICS code 518112 (changed from 514199 in Oct. 2002).

[170] U.S. Census Bureau, 1997 Economic Census, Subject Series: Information, "Establishment and Firm Size (Including Legal Form of Organization)," Table 4, NAICS code 514199 (issued Oct. 2000). This category was created for the 2002 Economic Census by taking a portion of the superseded 1997 category, "All Other Information Services," NAICS code 514199. The data cited in the text above are derived from the superseded category.

[171] U.S. Census Bureau, "2002 NAICS Definitions: 518210 Data Processing, Hosting, and Related Services" (Feb. 2004) <www.census.gov>.

[172] 13 C.F.R. § 121.201, NAICS code 518210 (changed from 514210 in Oct. 2002).

operated for the entire year.[173] Of these, 3,477 had annual receipts of under $10 million, and an additional 108 firms had receipts of between $10 million and $24,999,999. Consequently, we estimate that the majority of these firms are small entities that may be affected by our action.

57. *All Other Information Services.* "This industry comprises establishments primarily engaged in providing other information services (except new syndicates and libraries and archives)."[174] Our action pertains to VoIP services, which could be provided by entities that provide other services such as email, online gaming, web browsing, video conferencing, instant messaging, and other, similar IP-enabled services. The SBA has developed a small business size standard for this category; that size standard is $6 million or less in average annual receipts.[175] According to Census Bureau data for 1997, there were 195 firms in this category that operated for the entire year.[176] Of these, 172 had annual receipts of under $5 million, and an additional nine firms had receipts of between $5 million and $9,999,999. Consequently, we estimate that the majority of these firms are small entities that may be affected by our action.

58. *Internet Publishing and Broadcasting.* "This industry comprises establishments engaged in publishing and/or broadcasting content on the Internet exclusively. These establishments do not provide traditional (non-Internet) versions of the content that they publish or broadcast."[177] The SBA has developed a small business size standard for this new (2002) census category; that size standard is 500 or fewer employees.[178] To assess the prevalence of small entities in this category, we will use 1997 Census Bureau data for a relevant, now-superseded census category, "All Other Information Services." The SBA small business size standard for that prior category was $6 million or less in average annual receipts. According to Census Bureau data for 1997, there were 195 firms in the prior category that operated for the entire year.[179] Of these, 172 had annual receipts of under $5 million, and an additional nine firms had receipts of between $5 million and $9,999,999. Consequently, we estimate that the majority of the firms in this current category are small entities that may be affected by our action.

59. *Software Publishers.* These companies may design, develop or publish software and may provide other support services to software purchasers, such as providing documentation or assisting in installation. The companies may also design software to meet the needs of specific users. The SBA has developed a small business size standard of $21 million or less in average annual receipts for all of the following pertinent categories: Software Publishers, Custom Computer Programming Services, and Other Computer Related Services.[180] For Software Publishers, Census Bureau data for 1997 indicate that

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[173] U.S. Census Bureau, 1997 Economic Census, Subject Series: Information, "Establishment and Firm Size (Including Legal Form of Organization)," Table 4, NAICS code 514210 (issued Oct. 2000).

[174] U.S. Census Bureau, "2002 NAICS Definitions: 519190 All Other Information Services" (Feb. 2004) <www.census.gov>.

[175] 13 C.F.R. § 121.201, NAICS code 519190 (changed from 514199 in Oct. 2002).

[176] U.S. Census Bureau, 1997 Economic Census, Subject Series: Information, "Establishment and Firm Size (Including Legal Form of Organization)," Table 4, NAICS code 514199 (issued Oct. 2000). This category was created for the 2002 Economic Census by taking a portion of the superseded 1997 category, "All Other Information Services," NAICS code 514199. The data cited in the text above are derived from the superseded category.

[177] U.S. Census Bureau, "2002 NAICS Definitions: 516110 Internet Publishing and Broadcasting" (Feb. 2004) <www.census.gov>.

[178] 13 C.F.R. § 121.201, NAICS code 516110 (derived from 514199 and other 1997 codes).

[179] U.S. Census Bureau, 1997 Economic Census, Subject Series: Information, "Establishment and Firm Size (Including Legal Form of Organization)," Table 4, NAICS code 514199 (issued Oct. 2000). This category was created for the 2002 Economic Census by taking portions of numerous 1997 categories.

[180] 13 C.F.R. § 121.201, NAICS codes 511210, 541511, and 541519.

there were 8,188 firms in the category that operated for the entire year.[181] Of these, 7,633 had annual receipts under $10 million, and an additional 289 firms had receipts of between $10 million and $24, 999,999. For providers of Custom Computer Programming Services, the Census Bureau data indicate that there were 19,334 firms that operated for the entire year.[182] Of these, 18,786 had annual receipts of under $10 million, and an additional 352 firms had receipts of between $10 million and $24,999,999. For providers of Other Computer Related Services, the Census Bureau data indicate that there were 5,524 firms that operated for the entire year.[183] Of these, 5,484 had annual receipts of under $10 million, and an additional 28 firms had receipts of between $10 million and $24,999,999. Consequently, we estimate that the majority of the firms in each of these three categories are small entities that may be affected by our action.

5. Equipment Manufacturers

60. The equipment manufacturers described in this section are merely indirectly affected by our current action, and therefore are not formally a part of this RFA analysis. We have included them, however, to broaden the record in this proceeding and to alert them to our decisions.

61. *Wireless Communications Equipment Manufacturers*. The SBA has established a small business size standard for Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing. Examples of products in this category include "transmitting and receiving antennas, cable television equipment, GPS equipment, pagers, cellular phones, mobile communications equipment, and radio and television studio and broadcasting equipment"[184] and may include other devices that transmit and receive IP-enabled services, such as personal digital assistants (PDAs). Under the SBA size standard, firms are considered small if they have 750 or fewer employees.[185] According to Census Bureau data for 1997, there were 1,215 establishments[186] in this category that operated for the entire year.[187] Of those, there were 1,150 that had employment of under 500, and an additional 37 that had employment of 500 to 999. The percentage of wireless equipment manufacturers in this category was approximately 61.35%,[188] so we estimate that the number of wireless equipment manufacturers with

[181] U.S. Census Bureau, 1997 Economic Census, Subject Series: Information, "Establishment and Firm Size (Including Legal Form of Organization)," Table 4, NAICS code 511210 (issued Oct. 2000).

[182] U.S. Census Bureau, 1997 Economic Census, Subject Series: Professional, Scientific, and Technical Services, "Establishment and Firm Size (Including Legal Form of Organization)," Table 4a, NAICS code 541511 (issued Oct. 2000).

[183] U.S. Census Bureau, 1997 Economic Census, Subject Series: Professional, Scientific, and Technical Services, "Establishment and Firm Size (Including Legal Form of Organization)," Table 4a, NAICS code 541519 (issued Oct. 2000).

[184] Office of Management and Budget, North American Industry Classification System 308-09 (1997) (NAICS code 334220).

[185] 13 C.F.R. § 121.201, NAICS code 334220.

[186] The number of "establishments" is a less helpful indicator of small business prevalence in this context than would be the number of "firms" or "companies," because the latter take into account the concept of common ownership or control. Any single physical location for an entity is an establishment, even though that location may be owned by a different establishment. Thus, the numbers given may reflect inflated numbers of businesses in this category, including the numbers of small businesses. In this category, the Census breaks-out data for firms or companies only to give the total number of such entities for 1997, which were 1,089.

[187] U.S. Census Bureau, 1997 Economic Census, Industry Series: Manufacturing, "Industry Statistics by Employment Size," Table 4, NAICS code 334220 (issued Aug. 1999).

[188] *Id.* at Table 5.

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employment of under 500 was actually closer to 706, with and additional 23 establishments having employment of between 500 and 999. Consequently, we estimate that the majority of wireless communications equipment manufacturers are small entities that may be affected by our action.

62. *Telephone Apparatus Manufacturing.* This category "comprises establishments primarily engaged primarily in manufacturing wire telephone and data communications equipment."[189] Examples of pertinent products are "central office switching equipment, cordless telephones (except cellular), PBX equipment, telephones, telephone answering machines, and data communications equipment, such as bridges, routers, and gateways."[190] The SBA has developed a small business size standard for this category of manufacturing; that size standard is 1,000 or fewer employees.[191] According to Census Bureau data for 1997, there were 598 establishments in this category that operated for the entire year.[192] Of these, 574 had employment of under 1,000, and an additional 17 establishments had employment of 1,000 to 2,499. Consequently, we estimate that the majority of these establishments are small entities that may be affected by our action.

63. *Electronic Computer Manufacturing.* This category "comprises establishments primarily engaged in manufacturing and/or assembling electronic computers, such as mainframes, personal computers, workstations, laptops, and computer servers."[193] The SBA has developed a small business size standard for this category of manufacturing; that size standard is 1,000 or fewer employees.[194] According to Census Bureau data for 1997, there were 563 establishments in this category that operated for the entire year.[195] Of these, 544 had employment of under 1,000, and an additional 11 establishments had employment of 1,000 to 2,499. Consequently, we estimate that the majority of these establishments are small entities that may be affected by our action.

64. *Computer Terminal Manufacturing.* "Computer terminals are input/output devices that connect with a central computer for processing."[196] The SBA has developed a small business size standard for this category of manufacturing; that size standard is 1,000 or fewer employees.[197] According to Census Bureau data for 1997, there were 142 establishments in this category that operated for the entire year, and all of the establishments had employment of under 1,000.[198] Consequently, we estimate that the majority or all of these establishments are small entities that may be affected by our action.

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[189] Office of Management and Budget, North American Industry Classification System 308 (1997) (NAICS code 334210).

[190] *Id.*

[191] 13 C.F.R. § 121.201, NAICS code 334210.

[192] U.S. Census Bureau, 1997 Economic Census, Industry Series: Manufacturing, "Telephone Apparatus Manufacturing," Table 4, NAICS code 334210 (issued Sept. 1999).

[193] Office of Management and Budget, North American Industry Classification System 306 (1997) (NAICS code 334111).

[194] 13 C.F.R. § 121.201, NAICS code 334111.

[195] U.S. Census Bureau, 1997 Economic Census, Industry Series: Manufacturing, "Electronic Computer Manufacturing," Table 4, NAICS code 334111 (issued Aug. 1999).

[196] Office of Management and Budget, North American Industry Classification System 307 (1997) (NAICS code 334113).

[197] 13 C.F.R. § 121.201, NAICS code 334113.

[198] U.S. Census Bureau, 1997 Economic Census, Industry Series: Manufacturing, "Computer Terminal Manufacturing," Table 4, NAICS code 334113 (issued Aug. 1999).

65. *Other Computer Peripheral Equipment Manufacturing.* Examples of peripheral equipment in this category include keyboards, mouse devices, monitors, and scanners.[199] The SBA has developed a small business size standard for this category of manufacturing; that size standard is 1,000 or fewer employees.[200] According to Census Bureau data for 1997, there were 1061 establishments in this category that operated for the entire year.[201] Of these, 1,046 had employment of under 1,000, and an additional six establishments had employment of 1,000 to 2,499. Consequently, we estimate that the majority of these establishments are small entities that may be affected by our action.

66. *Fiber Optic Cable Manufacturing.* These establishments manufacture "insulated fiber-optic cable from purchased fiber-optic strand."[202] The SBA has developed a small business size standard for this category of manufacturing; that size standard is 1,000 or fewer employees.[203] According to Census Bureau data for 1997, there were 38 establishments in this category that operated for the entire year.[204] Of these, 37 had employment of under 1,000, and one establishment had employment of 1,000 to 2,499. Consequently, we estimate that the majority of these establishments are small entities that may be affected by our action.

67. *Other Communication and Energy Wire Manufacturing.* These establishments manufacture "insulated wire and cable of nonferrous metals from purchased wire."[205] The SBA has developed a small business size standard for this category of manufacturing; that size standard is 1,000 or fewer employees.[206] According to Census Bureau data for 1997, there were 275 establishments in this category that operated for the entire year.[207] Of these, 271 had employment of under 1,000, and four establishments had employment of 1,000 to 2,499. Consequently, we estimate that the majority or all of these establishments are small entities that may be affected by our action.

68. *Audio and Video Equipment Manufacturing.* These establishments manufacture "electronic audio and video equipment for home entertainment, motor vehicle, public address and musical instrument amplifications."[208] The SBA has developed a small business size standard for this category of manufacturing; that size standard is 750 or fewer employees.[209] According to Census Bureau data for

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[199] Office of Management and Budget, North American Industry Classification System 307-08 (1997) (NAICS code 334119).

[200] 13 C.F.R. § 121.201, NAICS code 334119.

[201] U.S. Census Bureau, 1997 Economic Census, Industry Series: Manufacturing, "Other Computer Peripheral Equipment Manufacturing," Table 4, NAICS code 334119 (issued Aug. 1999).

[202] Office of Management and Budget, North American Industry Classification System 330 (1997) (NAICS code 335921).

[203] 13 C.F.R. § 121.201, NAICS code 335921.

[204] U.S. Census Bureau, 1997 Economic Census, Industry Series: Manufacturing, "Fiber Optic Cable Manufacturing," Table 4, NAICS code 335921 (issued Nov. 1999).

[205] Office of Management and Budget, North American Industry Classification System 331 (1997) (NAICS code 335929).

[206] 13 C.F.R. § 121.201, NAICS code 335929.

[207] U.S. Census Bureau, 1997 Economic Census, Industry Series: Manufacturing, "Other Communication and Energy Wire Manufacturing," Table 4, NAICS code 335929 (issued Nov. 1999).

[208] U.S. Census Bureau, "2002 NAICS Definitions: 334310 Audio and Video Equipment Manufacturing" (Feb. 2004) <www.census.gov>.

[209] 13 C.F.R. § 121.201, NAICS code 334310.

1997, there were 554 establishments in this category that operated for the entire year.[210] Of these, 542 had employment of under 500, and nine establishments had employment of 500 to 999. Consequently, we estimate that the majority of these establishments are small entities that may be affected by our action.

69. *Electron Tube Manufacturing.* These establishments are "primarily engaged in manufacturing electron tubes and parts (except glass blanks)."[211] The SBA has developed a small business size standard for this category of manufacturing; that size standard is 750 or fewer employees.[212] According to Census Bureau data for 1997, there were 158 establishments in this category that operated for the entire year.[213] Of these, 148 had employment of under 500, and three establishments had employment of 500 to 999. Consequently, we estimate that the majority of these establishments are small entities that may be affected by our action.

70. *Bare Printed Circuit Board Manufacturing.* These establishments are "primarily engaged in manufacturing bare (i.e., rigid or flexible) printed circuit boards without mounted electronic components."[214] The SBA has developed a small business size standard for this category of manufacturing; that size standard is 500 or fewer employees.[215] According to Census Bureau data for 1997, there were 1,389 establishments in this category that operated for the entire year.[216] Of these, 1,369 had employment of under 500, and 16 establishments had employment of 500 to 999. Consequently, we estimate that the majority of these establishments are small entities that may be affected by our action.

71. *Semiconductor and Related Device Manufacturing.* These establishments manufacture "computer storage devices that allow the storage and retrieval of data from a phase change, magnetic, optical, or magnetic/optical media."[217] The SBA has developed a small business size standard for this category of manufacturing; that size standard is 500 or fewer employees.[218] According to Census Bureau data for 1997, there were 1,082 establishments in this category that operated for the entire year.[219] Of these, 987 had employment of under 500, and 52 establishments had employment of 500 to 999.

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[210] U.S. Census Bureau, 1997 Economic Census, Industry Series: Manufacturing, "Audio and Video Equipment Manufacturing," Table 4, NAICS code 334310 (issued Aug. 1999).

[211] U.S. Census Bureau, "2002 NAICS Definitions: 334411 Electron Tube Manufacturing" (Feb. 2004) <www.census.gov>.

[212] 13 C.F.R. § 121.201, NAICS code 334411.

[213] U.S. Census Bureau, 1997 Economic Census, Industry Series: Manufacturing, "Electron Tube Manufacturing," Table 4, NAICS code 334411 (issued July 1999).

[214] U.S. Census Bureau, "2002 NAICS Definitions: 334412 Bare Printed Circuit Board Manufacturing" (Feb. 2004) <www.census.gov>.

[215] 13 C.F.R. § 121.201, NAICS code 334412.

[216] U.S. Census Bureau, 1997 Economic Census, Industry Series: Manufacturing, "Bare Printed Circuit Board Manufacturing," Table 4, NAICS code 334412 (issued Aug. 1999).

[217] U.S. Census Bureau, "2002 NAICS Definitions: 334413 Semiconductor and Related Device Manufacturing" (Feb. 2004) <www.census.gov>.

[218] 13 C.F.R. § 121.201, NAICS code 334413.

[219] U.S. Census Bureau, 1997 Economic Census, Industry Series: Manufacturing, "Semiconductor and Related Device Manufacturing ," Table 4, NAICS code 334413 (issued July 1999).

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72. *Electronic Capacitor Manufacturing.* These establishments manufacture "electronic fixed and variable capacitors and condensers."[220] The SBA has developed a small business size standard for this category of manufacturing; that size standard is 500 or fewer employees.[221] According to Census Bureau data for 1997, there were 128 establishments in this category that operated for the entire year.[222] Of these, 121 had employment of under 500, and four establishments had employment of 500 to 999.

73. *Electronic Resistor Manufacturing.* These establishments manufacture "electronic resistors, such as fixed and variable resistors, resistor networks, thermistors, and varistors."[223] The SBA has developed a small business size standard for this category of manufacturing; that size standard is 500 or fewer employees.[224] According to Census Bureau data for 1997, there were 118 establishments in this category that operated for the entire year.[225] Of these, 113 had employment of under 500, and 5 establishments had employment of 500 to 999.

74. *Electronic Coil, Transformer, and Other Inductor Manufacturing.* These establishments manufacture "electronic inductors, such as coils and transformers."[226] The SBA has developed a small business size standard for this category of manufacturing; that size standard is 500 or fewer employees.[227] According to Census Bureau data for 1997, there were 448 establishments in this category that operated for the entire year.[228] Of these, 446 had employment of under 500, and two establishments had employment of 500 to 999.

75. *Electronic Connector Manufacturing.* These establishments manufacture "electronic connectors, such as coaxial, cylindrical, rack and panel, pin and sleeve, printed circuit and fiber optic."[229] The SBA has developed a small business size standard for this category of manufacturing; that size standard is 500 or fewer employees.[230] According to Census Bureau data for 1997, there were 347 establishments in this category that operated for the entire year.[231] Of these, 332 had employment of under 500, and 12 establishments had employment of 500 to 999.

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[220] U.S. Census Bureau, "2002 NAICS Definitions: 334414 Electronic Capacitor Manufacturing" (Feb. 2004) <www.census.gov>.

[221] 13 C.F.R. § 121.201, NAICS code 334414.

[222] U.S. Census Bureau, 1997 Economic Census, Industry Series: Manufacturing, "Electronic Capacitor Manufacturing," Table 4, NAICS code 334414 (issued July 1999).

[223] U.S. Census Bureau, "2002 NAICS Definitions: 334415 Electronic Resistor Manufacturing" (Feb. 2004) <www.census.gov>.

[224] 13 C.F.R. § 121.201, NAICS code 334415.

[225] U.S. Census Bureau, 1997 Economic Census, Industry Series: Manufacturing, "Electronic Resistor Manufacturing," Table 4, NAICS code 334415 (issued Aug. 1999).

[226] U.S. Census Bureau, "2002 NAICS Definitions: 334416 Electronic Coil, Transformer, and Other Inductor Manufacturing" (Feb. 2004) <www.census.gov>.

[227] 13 C.F.R. § 121.201, NAICS code 334416.

[228] U.S. Census Bureau, 1997 Economic Census, Industry Series: Manufacturing, "Electronic Coil, Transformer, and Other Inductor Manufacturing," Table 4, NAICS code 334416 (issued Aug. 1999).

[229] U.S. Census Bureau, "2002 NAICS Definitions: 334417 Electronic Connector Manufacturing" (Feb. 2004) <www.census.gov>.

[230] 13 C.F.R. § 121.201, NAICS code 334417.

[231] U.S. Census Bureau, 1997 Economic Census, Industry Series: Manufacturing, "Electronic Connector Manufacturing," Table 4, NAICS code 334417 (issued July 1999).

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76. *Printed Circuit Assembly (Electronic Assembly) Manufacturing.* These are establishments "primarily engaged in loading components onto printed circuit boards or who manufacture and ship loaded printed circuit boards."[232] The SBA has developed a small business size standard for this category of manufacturing; that size standard is 500 or fewer employees.[233] According to Census Bureau data for 1997, there were 714 establishments in this category that operated for the entire year.[234] Of these, 673 had employment of under 500, and 24 establishments had employment of 500 to 999.

77. *Other Electronic Component Manufacturing.* These are establishments "primarily engaged in loading components onto printed circuit boards or who manufacture and ship loaded printed circuit boards."[235] The SBA has developed a small business size standard for this category of manufacturing; that size standard is 500 or fewer employees.[236] According to Census Bureau data for 1997, there were 1,835 establishments in this category that operated for the entire year.[237] Of these, 1,814 had employment of under 500, and 18 establishments had employment of 500 to 999.

78. *Computer Storage Device Manufacturing.* These establishments manufacture "computer storage devices that allow the storage and retrieval of data from a phase change, magnetic, optical, or magnetic/optical media."[238] The SBA has developed a small business size standard for this category of manufacturing; that size standard is 1,000 or fewer employees.[239] According to Census Bureau data for 1997, there were 209 establishments in this category that operated for the entire year.[240] Of these, 197 had employment of under 500, and eight establishments had employment of 500 to 999

D. Description of Projected Reporting, Recordkeeping and Other Compliance Requirements

79. We are requiring interconnected VoIP service providers to collect certain information and take other actions to comply with our rules requiring interconnected VoIP service providers to supply E911 capabilities to their customers. The Order requires collection of information in four instances. First, interconnected VoIP providers must obtain from each customer, prior to the initiation of service, the physical location at which the service will first be utilized, and must provide customers a way to update this information (*i.e.*, the "Registered Location").[241] Second, interconnected VoIP providers must place the Registered Location information for their customers into, or make that information available through,

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[232] U.S. Census Bureau, "2002 NAICS Definitions: 334418 Printed Circuit Assembly (Electronic Assembly) Manufacturing" (Feb. 2004) <www.census.gov>.

[233] 13 C.F.R. § 121.201, NAICS code 334418.

[234] U.S. Census Bureau, 1997 Economic Census, Industry Series: Manufacturing, "Printed Circuit Assembly (Electronic Assembly) Manufacturing," Table 4, NAICS code 334418 (issued Sept. 1999).

[235] U.S. Census Bureau, "2002 NAICS Definitions: 334419 Other Electronic Component Manufacturing" (Feb. 2004) <www.census.gov>.

[236] 13 C.F.R. § 121.201, NAICS code 334419.

[237] U.S. Census Bureau, 1997 Economic Census, Industry Series: Manufacturing, "Other Electronic Component Manufacturing," Table 4, NAICS code 334419 (issued Aug. 1999).

[238] U.S. Census Bureau, "2002 NAICS Definitions: 334112 Computer Storage Device Manufacturing" (Feb. 2004) <www.census.gov>.

[239] 13 C.F.R. § 121.201, NAICS code 334112.

[240] U.S. Census Bureau, 1997 Economic Census, Industry Series: Manufacturing, "Computer Storage Device Manufacturing," Table 4, NAICS code 334112 (issued July 1999).

[241] The term "Registered Location" is defined in the Order, *supra*, at para. 46.

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ALI Databases maintained by local exchange carriers (and, in at least one case, a state government) across the country. Third, the Order requires all providers of interconnected VoIP service specifically to advise new and existing subscribers of the circumstances under which E911 service may not be available through the interconnected VoIP service or may be in some way limited by comparison to traditional E911 service, and to obtain and keep a record of affirmative acknowledgement by every subscriber of having received and understood this advisory.[242] Fourth, the Order requires all interconnected VoIP providers to submit a letter to the Commission detailing their compliance with the rules set forth in the Order no later than 120 days after the effective date of the Order.[243]

80. We also impose other requirements on providers of interconnected VoIP service. Specifically, the Order requires that, within 120 days of the effective date of the Order, an interconnected VoIP provider must transmit all 911 calls, as well as a call back number and the caller's Registered Location for each call, to the PSAP, designated statewide default answering point, or appropriate local emergency authority that serves the caller's Registered Location and that has been designated for telecommunications carriers under section 64.3001 of the Commission's rules.[244] These calls must be routed through the use of ANI[245] via the dedicated Wireline E911 Network,[246] and the Registered Location must be available from or through the ALI Database. As explained in the Order at paragraph 42, *supra*, however, an interconnected VoIP provider need only provide such call back and location information as a PSAP, designated statewide default answering point, or appropriate local emergency authority is capable of receiving and utilizing. The obligation to determine what type of information, such as ALI or ANI, each PSAP is capable of receiving and utilizing rests with the provider of interconnected VoIP services.[247]

E. Steps Taken to Minimize Significant Economic Impact on Small Entities, and Significant Alternatives Considered

81. The RFA requires an agency to describe any significant alternatives that it has considered in reaching its proposed approach, which may include (among others) the following four alternatives: (1) the establishment of differing compliance or reporting requirements or timetables that take into account the resources available to small entities; (2) the clarification, consolidation, or simplification of compliance or reporting requirements under the rule for small entities; (3) the use of performance, rather than design, standards; and (4) an exemption from coverage of the rule, or any part thereof, for small entities.[248]

82. The *Notice* invited comment on a number of alternatives to the imposition of 911/E911 obligations on providers of interconnected VoIP service. For instance, the *Notice* specifically sought comment on the effectiveness of alternatives to direct regulation to achieve the Commission's public policy goals of ensuring the availability of 911 and E911 capability.[249] The Commission also sought

[242] *See* Order, *supra*, at para. 48.

[243] *See id.* at para. 50.

[244] 47 C.F.R. § 64.3001; *see also N11 Codes Fifth Report and Order*, 16 FCC Rcd 22269-77, paras. 10-31.

[245] Providers must also use Pseudo-ANI if necessary. The terms "ANI" and "Pseudo-ANI" as used herein have the same meanings as those set forth in section 20.3 of the Commission's rules. 47 C.F.R. § 20.3.

[246] The term Wireline E911 Network is defined in the Order, *supra*, at para. 14.

[247] *See* Order, *supra*, at para. 43.

[248] 5 U.S.C. § 603(c).

[249] *See Notice*, 19 FCC Rcd at 4900, para. 56.

comment on whether voluntary agreements among public safety trade associations, commercial IP-stakeholders, consumers, and state and local E911 coordinators and administrators could lead to VoIP subscribers receiving enhanced 911 functionality, and what the Commission could do to facilitate such agreements.[250] The Commission also asked whether "promulgation of best practices or technical guidelines [would] promote the provision of effective IP-based E911 services."[251] The Commission also asked how it could provide for technological flexibility so that our rules allow for the development of new and innovative technologies in the event it concluded that mandatory requirements would be necessary.[252]

83. In addition, the Commission sought comment on more general issues surrounding the possible imposition of a 911/E911 requirement for IP-enabled services, which could have prompted commenters to suggest other alternatives to the rules adopted today. For instance, the Commission sought comment on what ways IP-enabled service providers currently seek to provide a emergency services to their customers.[253] The Commission also noted that the development and deployment of IP-enabled services is in its early stages, that these services are fast-changing and likely to evolve in ways that it cannot anticipate, and that imposition of regulatory mandates should be undertaken with caution.[254] In this regard, the Commission sought comment on how to weigh the potential public benefits of requiring emergency calling and other public safety capabilities against the risk that regulation could slow technical and market development.[255]

84. The Commission has considered each of the alternatives described above, and in today's Order, imposes minimal regulation on small entities to the extent consistent with our goal of ensuring that users of interconnected VoIP service have access to appropriate emergency services when they dial 911. As an initial matter, the Commission limited the scope of today's Order to interconnected VoIP service providers. As a result, certain VoIP service providers are not subject to the E911 obligations imposed in today's Order. Specifically, today's Order does not apply to those entities not fully interconnected with the PSTN. Because interconnecting with the PSTN can impose substantial costs, we anticipate that many of the entities that elect not to interconnect with the PSTN, and which therefore are not subject to the rules adopted in today's Order, are small entities. Small entities that provide VoIP services therefore also have some control over whether they will be subject to the E911 obligations adopted today. Small businesses may still offer VoIP service without being subject to the rules adopted in today's Order by electing not to provide an *interconnected* VoIP service.[256]

85. However, as stated above, we must assess the interests of small businesses in light of the overriding public interest in access to E911 services when using interconnected VoIP services. The Order discusses that E911 service is critical to our nation's ability to respond to a host of crises and that the public has come to rely on the life-saving benefits of such services in emergency situations.[257] Therefore, the Commission concluded that it was important for *all* interconnected VoIP service providers to participate in protecting public safety, regardless of their size. The Commission therefore rejected

[250] *See id.* at 4900-01, para. 56.

[251] *See id.* at 4901, para. 56.

[252] *See id.* at 4901, para. 56.

[253] *See id.* at 4899, para. 53.

[254] *See id.* at 4898, para. 53.

[255] *See id.* at 4898-99, para. 53.

[256] *See supra*, Order, Section III.A.

[257] *See, e.g., id.* at paras. 4-5.

solutions that would rely on the voluntary agreement of VoIP service providers. The record indicated that this alternative had not resulted in, and was not likely soon to result in, ubiquitous access to E911 among users of interconnected VoIP service, which is the Commission's goal.

86. While the rules adopted today apply to all providers of interconnected VoIP service, the Commission attempted to minimize the impact of the new rules on all entities, including small entities. For instance, while it is essential that interconnected VoIP service providers interconnect with the Wireline E911 Network, the Commission employed performance rather than design standards to achieve this result. Thus, rather than mandating a particular technical solution, the Order allows interconnected VoIP providers to connect directly to the Wireline E911 Network, or connect indirectly through a third party, such as a competitive local exchange carrier, or through any other solution that allows a provider to offer E911 service, which thereby allows for technological and commercial flexibility, and leaves room under the new rules for the development of new and innovative technologies.[258] The Commission also declined to specify any particular method by which interconnected VoIP service providers must enable their customers to provide and update their Registered Location. The Commission also declined to specify any particular method by which interconnected VoIP service providers must advise new and existing subscribers of the E911 service limitations of their interconnected VoIP service and declined to specify any particular method by which acknowledgments of such limitations must be gathered and stored. The Commission expects these decisions will help small entities comply with the rules adopted today in the most practical means possible. In addition, the Commission today imposes straightforward and limited reporting requirements, and sets reasonable timetables. For example, regarding reporting requirements, the Commission simply requires providers of interconnected VoIP service to file a letter detailing their compliance with our rules no later than 120 days after the effective date of this Order.[259] In addition, while the Commission's review of the record in this proceeding convinces us that ensuring reliable E911 service for users of interconnected VoIP service is essential, and therefore that the location information of such users who dial 911 should automatically be sent to the relevant PSAP, the Commission did not impose the obligation today automatically to locate the interconnected VoIP service user in light of record evidence of the current state of technological development and the costs, including on small entities, of such an obligation today. The Commission fully expects this situation to change in the near future, helped in part by the present Order.

87. We also note that by adopting E911 rules for providers of interconnected VoIP service at the present time, the Commission likely has saved small entities providing these services resources in the long run. For instance, in light of the importance of E911 service to the public, providers of interconnected VoIP service likely eventually would have been required by the Commission or Congress to provide E911 service. This could have involved "costly and inefficient 'retrofitting' of embedded IP infrastructure" for any interconnected VoIP service provider that had already adopted a E911 solution.[260]

88. **Report to Congress:** The Commission will send a copy of the Order, including this FRFA, in a report to be sent to Congress and the Government Accountability Office pursuant to the Congressional Review Act.[261] In addition, the Commission will send a copy of the Order, including this FRFA, to the Chief Counsel for Advocacy of the SBA. A copy of the Order and FRFA (or summaries thereof) will also be published in the Federal Register.[262]

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[258] *See* Order, *supra*, at para. 38; *see also Notice*, 19 FCC Rcd at 4901, para. 56.

[259] *See* Order, *supra*, at para. 50.

[260] *See Notice*, 19 FCC Rcd at 4901, para. 57.

[261] *See* 5 U.S.C. § 801(a)(1)(A).

[262] *See* 5 U.S.C. § 604(b).

II. Initial Regulatory Flexibility Analysis

89. As required by the Regulatory Flexibility Act of 1980, as amended (RFA),[263] the Commission has prepared the present Initial Regulatory Flexibility Analysis (IRFA) of the possible significant economic impact on small entities that might result from this Notice of Proposed Rulemaking (*NPRM*). Written public comments are requested on this IRFA. Comments must be identified as responses to the IRFA and must be filed by the deadlines for comments on the *NPRM* provided above. The Commission will send a copy of the *NPRM*, including this IRFA, to the Chief Counsel for Advocacy of the Small Business Administration.[264] In addition, the *NPRM* and IRFA (or summaries thereof) will be published in the Federal Register.[265]

A. Need for, and Objectives of, the Proposed Rules

90. In the *NPRM*, we seek comment on what additional steps the Commission should take to ensure that providers of VoIP services that interconnect with the nation's existing public switched telephone network – "interconnected VoIP service" – provide ubiquitous and reliable E911 service.[266] Due to the existing state of technology, the Order adopted today relies on users to provide the location information that will be delivered to PSAPs in an emergency, and thus is an immediate step toward a more advanced solution in which the user automatically can be located without assistance form the user. The *NPRM* seeks comment on: what the Commission can do to further the development of this new technology; whether the Commission should expand the scope and requirements of this Order; the role states can and should play in the implementation thereof; the need for consumer privacy protections; the need for stronger customer notification practices relating to 911 service; and whether persons with disabilities can use interconnected VoIP service and other VoIP services to directly call a PSAP via a TTY in light of the requirement in Title II of the Americans with Disabilities Act (ADA) that PSAPs be directly accessible by TTYs.[267] The *NPRM* further asks commenters to refresh the record regarding the application of the disability accessibility provisions found in sections 251(a)(2) and 255 of the Act in the context of "IP telephony" and "computer-based equipment that replicates telecommunications functionality."[268]

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[263] *See* 5 U.S.C. § 603. The RFA, *see* 5 U.S.C. §§ 601-12, has been amended by the Small Business Regulatory Enforcement Fairness Act of 1996 (SBREFA), Pub. L. No. 104-121, 110 Stat. 857 (1996).

[264] *See* 5 U.S.C. § 603(a).

[265] *See* 5 U.S.C. § 603(a).

[266] In the Order, the Commission concluded that interconnected VoIP service providers must provide E911 capabilities to their customers as a standard feature of service. The Order requires providers of interconnected VoIP service to provide E911 service no matter where the customer is using the service, whether at home or away. *See* Order, *supra*, at para. 37.

[267] *See* 42 U.S.C. §§ 12131-34. Pursuant to the ADA requirements, telephone emergency services, including 911 services, are required to provide direct access to individuals who use TDDs (or as now commonly called, TTYs) and computer modems, without relying on outside relay services or third party services. *See* 28 C.F.R. § 35.162; *see also* 28 C.F.R. § 35.160(a) (providing that a public entity shall "take appropriate steps to ensure that communications with applicants, participants, and members of the public with disabilities are as effective as communications with others"); 28 C.F.R. § 35.161 (stating that "[w]here a public entity communicates by telephone with applicants and beneficiaries, TDD's or equally effective telecommunication systems shall be used to communicate with individuals with impaired hearing or speech").

[268] *Disability Access Order*, 16 FCC Rcd at 6483-84, para. 175; *see generally id.* at 6483-6486, paras. 173-85.

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A. Legal Basis

91. The legal basis for any action that may be taken pursuant to this *NPRM* is contained in sections 1, 4(i), 4(j), 251(e), and 303(r) of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151, 154(i)-(j), 251(e), 303(r), and sections 1.1, 1.48, 1.411, 1.412, 1.415, 1.419, and 1.1200-1.1216, of the Commission's rules, 47 C.F.R. §§ 1.1, 1.48, 1.411, 1.412, 1.415, 1.419, 1.1200-1.1216.

C. Description and Estimate of the Number of Small Entities to Which the Proposed Rules May Apply

92. The RFA directs agencies to provide a description of and, where feasible, an estimate of the number of small entities that may be affected by the proposed rules.[269] The RFA generally defines the term "small entity" as having the same meaning as the terms "small business," "small organization," and "small governmental jurisdiction."[270] In addition, the term "small business" has the same meaning as the term "small business concern" under the Small Business Act.[271] A small business concern is one which: (1) is independently owned and operated; (2) is not dominant in its field of operation; and (3) satisfies any additional criteria established by the Small Business Administration (SBA).[272] This present *NPRM* might, in theory, reach a variety of industries; out of an abundance of caution, we have attempted to cast a wide net in describing categories of potentially affected small entities. We would appreciate any comment on the extent to which the various entities might be directly affected by our action.

93. *Small Businesses.* Nationwide, there are a total of approximately 22.4 million small businesses, according to SBA data.[273]

94. *Small Organizations.* Nationwide, there are approximately 1.6 million small organizations.[274]

95. *Small Governmental Jurisdictions.* The term "small governmental jurisdiction" is defined as "governments of cities, towns, townships, villages, school districts, or special districts, with a population of less than fifty thousand."[275] As of 1997, there were approximately 87,453 governmental jurisdictions in the United States.[276] This number includes 39,044 county governments, municipalities, and townships, of which 37,546 (approximately 96.2%) have populations of fewer than 50,000, and of which 1,498 have populations of 50,000 or more. Thus, we estimate the number of small governmental jurisdictions overall to be 84,098 or fewer.

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[269] 5 U.S.C. §§ 603(b)(3), 604(a)(3).

[270] 5 U.S.C. § 601(6).

[271] 5 U.S.C. § 601(3) (incorporating by reference the definition of "small business concern" in the Small Business Act, 15 U.S.C. § 632). Pursuant to 5 U.S.C. § 601(3), the statutory definition of a small business applies "unless an agency, after consultation with the Office of Advocacy of the Small Business Administration and after opportunity for public comment, establishes one or more definitions of such terms which are appropriate to the activities of the agency and publishes such definitions(s) in the Federal Register."

[272] 15 U.S.C. § 632.

[273] *See* SBA, Programs and Services, SBA Pamphlet No. CO-0028, at page 40 (July 2002).

[274] Independent Sector, The New Nonprofit Almanac & Desk Reference (2002).

[275] 5 U.S.C. § 601(5).

[276] U.S. Census Bureau, Statistical Abstract of the United States: 2000, Section 9, pages 299-300, Tables 490 and 492.

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96. We have described and estimated the number of small entities to which the proposed rules might apply in the FRFA, *supra*, and hereby incorporate by reference those descriptions here.

D. Description of Projected Reporting, Recordkeeping and Other Compliance Requirements

97. The *NPRM* describes a future requirement the Commission intends to adopt for an advanced E911 solution for interconnected VoIP that must include a method for determining a user's location without assistance from the user and that there will be firm implementation deadlines for that solution. The *NPRM* also seeks comment on what additional steps the Commission should take to ensure that providers of VoIP services provide ubiquitous and reliable E911 service in light of the technological barriers that apply to VoIP E911 services. For instance, the Commission seeks comment on how it can facilitate the development of techniques for automatically identifying the geographic location of users of VoIP services, and notes that a number of possible methods have been proposed to automatically identify the location of a VoIP user, including gathering location information through the use of: an access jack inventory; a wireless access point inventory; access point mapping and triangulation; HDTV signal triangulation; and various GPS-based solutions. The Commission specifically asks whether it should require all terminal adapters or other equipment used in the provision of interconnected VoIP service sold as of June 1, 2006 to be capable of providing location information automatically, whether embedded in other equipment or sold to customers as a separate device.

98. The *NPRM* also seeks comment on whether the Commission should expand the scope of today's Order, which is limited to providers of interconnected VoIP services. The Commission tentatively concludes that a provider of a VoIP service offering that permits users to receive calls that originate on the PSTN and separately makes available a different offering that permits users to terminate calls generally to the PSTN should be subject to the rules we adopt in today's Order if a user can combine those separate offerings or can use them simultaneously or in immediate succession.

99. The Commission also seeks comment on whether it should adopt additional regulations to ensure that interconnected VoIP service customers obtain the required level of E911 services. Among other things, the Commission asks whether it should adopt E911 performance standards, require system redundancy, and require additional reporting requirements. The *NPRM* also seeks comment on whether the Commission should impose additional or more restrictive customer notification requirements relating to E911 on VoIP providers, and on the sufficiency of our customer acknowledgement requirements. It also asks whether the Commission should adopt any customer privacy protections related to provision of E911 service by interconnected VoIP service providers, perhaps similar to the privacy requirements that apply to wireline and wireless telecommunications carriers. In addition, the *NPRM* seeks comment on whether there are any steps the Commission should take to ensure that people with disabilities who desire to use VoIP services obtain access to E911 services, such as by imposing on VoIP technologies the same disability access requirements as traditional telephony facilities.

100. Finally, the Commission also asks what role states can and should play to help implement the E911 rules we adopt today. For instance, the Commission asks whether state and local governments should play a role similar to the roles they play in implementing the Commission's wireless E911 rules. The *NPRM* also requests comment on whether the Commission should take any action to facilitate the states' ability to collect 911 fees from interconnected VoIP providers, either directly or indirectly.

E. Steps Taken to Minimize Significant Economic Impact on Small Entities, and Significant Alternatives Considered

101. The RFA requires an agency to describe any significant alternatives that it has considered in reaching its proposed approach, which may include (among others) the following four alternatives:

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(1) the establishment of differing compliance or reporting requirements or timetables that take into account the resources available to small entities; (2) the clarification, consolidation, or simplification of compliance or reporting requirements under the rule for small entities; (3) the use of performance, rather than design, standards; and (4) an exemption from coverage of the rule, or any part thereof, for small entities.[277]

102. The *NPRM* specifically seeks comment on whether the Commission should expand the scope and requirements of the Order, recognizing that such an expansion may not be appropriate with regard to all VoIP service providers.[278] With one exception, the *NPRM* does not adopt any tentative conclusions regarding what specific regulations would apply to any entity, including small entities. We seek comment here on the effect the various proposals described in the *NPRM*, and summarized above, will have on small entities, and on what effect alternative rules would have on those entities. How can the Commission achieve its goal of ensuring that all users of VoIP services ultimately covered by the Commission's E911 rules are able to access ubiquitous and reliable E911 service while also imposing minimal burdens on small entities? What specific steps could the Commission take in this regard?

F. Federal Rules that May Duplicate, Overlap, or Conflict with the Proposed Rules

103. None.

[277] 5 U.S.C. § 603(c).

[278] *See* NPRM, *supra*, paras. 56, 58.

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STATEMENT OF CHAIRMAN KEVIN J. MARTIN

Re: IP-Enabled Services; E911 Requirements for IP-Enabled Service Providers, First Report and Order and Notice of Proposed Rulemaking (WC Docket Nos. 04-36, 05-196)

Today's action seeks to remedy a very serious problem – one quite literally of life or death for the millions of customers that subscribe to VoIP service as a substitute for traditional phone service. Currently, there are many VoIP providers that either do not provide their customers with any access to 911 emergency services or only provide 911 access in certain areas of the country. There are still other VoIP providers that only provide their customers access to a non-emergency line of public safety personnel – a line that does not connect to trained emergency operators, but instead connects to administrative staff who may or may not answer the calls. Because certain VoIP providers do not routinely connect their customers to 911 emergency operators, public safety officials across the country have been unable to address certain calls for help in a timely fashion, resulting in several tragedies. This situation is simply unacceptable.

Anyone who dials 911 has a reasonable expectation that he or she will be connected to an emergency operator; this expectation exists whether that person is dialing 911 from a traditional wireline phone, a wireless phone, or a VoIP phone. Today, we take this action to ensure this expectation is met as soon as possible.

The Order we adopt reaches the following conclusions:

- Interconnected VoIP providers must deliver all 911 calls to the customer's local emergency operator. This must be a standard, rather than optional, feature of the service.
- Interconnected VoIP providers must provide emergency operators with the call back number and location information of their customers (i.e., E911) where the emergency operator is capable of receiving it. Although the customer must provide the location information, the VoIP provider must provide the customer a means of updating this information, whether he or she is at home or away from home.
- By the effective date, interconnected VoIP providers must inform their customers, both new and existing, of the E911 capabilities and limitations of their service.
- The incumbent LECs are required to continue to provide access to their E911 networks to any requesting telecommunications carrier. They must continue to provide access to trunks, selective routers, and E911 databases to competing carriers. The Commission will closely monitor this obligation.

In short, the rules we adopt today require all VoIP providers that permit their customers to receive and place calls over the public-switched telephone network to provide their customers with 911 access. By not dictating the technical means by which providers must come into compliance, we do not impose undue regulation on these services. Although I would have liked to make these rules effective immediately, I recognize that there are technical issues that must be worked out and coordination that must take place with public safety officials before providers can comply. Accordingly, these rules will be effective 120 days from the effective date of this Order. I believe that this timeframe properly balances the nonnegotiable need of VoIP customers to access public safety with the practical need for adequate industry coordination.

To comply with our rules, VoIP providers may interconnect directly with the incumbent LECs'

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911 network or purchase access to this network from competitive carriers and other third-party providers. In this regard, I note that incumbent LECs currently have a statutory obligation to provide requesting telecommunications carriers access to their 911 network. I am extremely encouraged by and commend the efforts of the Bell Operating Companies (BOCs) in permitting VoIP providers access to their 911 network. Significantly, each BOC currently offers 911 capability to VoIP providers, and some BOCs have already entered into 911 arrangements with these providers. I recognize that successful nationwide solutions are dependent on the cooperation of VoIP providers, incumbent LECs, third party vendors, and the public safety community. Such cooperation is already taking place in several major markets, and I have every reason to believe that this cooperation will continue throughout the country.

The requirement to provide access to 911 is about public safety. Because the Commission previously found that the VoIP services at issue were interstate, the Commission assumed the responsibility to ensure that basic public safety requirements are implemented and satisfied. Today, we fulfill that responsibility.

I am extremely supportive of fostering innovation and driving the adoption of new technologies, and I firmly believe that the emergency access requirements that we adopt today are compatible with these goals. Congress has mandated that the Commission promote the "safety of life and property." This obligation transcends new technologies and cannot be compromised.

While the rules we adopt today are a step in the right direction our actions today are not the end of the story. An advanced 911 solution needs to be developed that enables VoIP providers to locate their customers automatically much like wireless providers are able to locate their customers today. Every American deserves ubiquitous and reliable 911 service regardless of the technology that is being used.

The provision of access to 911 should not be optional for any telephone service provider. We need to take whatever actions are necessary to swiftly enforce these requirements to ensure that no lives are lost due to lack of access to 911.

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STATEMENT OF COMMISSIONER KATHLEEN Q. ABERNATHY

Re: IP-Enabled Services; E911 Requirements for IP-Enabled Service Providers, First Report and Order and Notice of Proposed Rulemaking (WC Docket Nos. 04-36, 05-196)

This Order promotes a critical public policy objective by ensuring that voice-over-IP (VOIP) services provide customers with E911 service. While I have long championed a light regulatory touch for IP-enabled services, I have also recognized that governmental mandates may be necessary to ensure fulfillment of core social goals such as public safety. Indeed, in the very first sentence of the Communications Act, Congress made it one of our paramount obligations to "promot[e] safety of life and property through the use of wire and radio communication." 47 U.S.C. § 151. This responsibility is particularly compelling in the context of E911, which consumers have reasonably come to expect as a core component of any telephone service.

Some VOIP providers contend that the industry is working toward solutions and mandates are not necessary to ensure the timely rollout of E911 service. Ordinarily I would be sympathetic to this view, but recent tragic failures of the current approach — which left families unable to connect to emergency services in time to save lives — underscore the need for immediate intervention. Not only must we ensure prompt deployment of E911 capabilities, but I strongly support the decision to require clear and conspicuous disclosures to consumers regarding any limitations on emergency calling capabilities. Such regulations, paired with continued forbearance from economic regulations (such as mandates concerning price and service quality), are fully compatible with the pro-investment, pro-innovation environment the Commission has worked hard to foster.

As the Order recognizes, VOIP providers cannot unilaterally provide customers with fully functioning 911 service. Incumbent LECs and public safety answering points are key parts of the equation. Thus, I am pleased that the Commission will monitor and facilitate ILECs' provision of access to selective routers and other key inputs. I applaud the efforts of those carriers that have voluntarily arranged to provide such access, and I expect others to work with VOIP providers to provide expeditious solutions in the wake of this Order. VOIP providers may choose to access 911 answering systems indirectly through CLECs or other third parties, but direct connection should also be available in light of the mandate we are imposing. Because of the incipient nature of arrangements between VOIP providers and ILECs, implementation will not be problem-free. Nevertheless, a tight compliance deadline is appropriate in light of the critical nature of the public safety interests at stake. To the extent that VOIP providers are unable to comply based on ILEC provisioning delays or other factors beyond their control, the Commission should be prepared to grant limited waivers or take other appropriate action.

While this Order represents an important step in ensuring that consumers can connect to E911 services regardless of the telephone service they choose, we all recognize that the solutions we impose are interim in nature. Relying on manually entered customer location registrations will not provide long-term reliability, particularly as mobile VOIP services become more prevalent. I appreciate the leadership of the National Emergency Numbering Association in the development of next-generation E911 solutions. NENA has worked closely with VOIP providers and other industry participants, and its continued involvement will be invaluable. I am optimistic that, while new IP networks and services pose near-term challenges for emergency calling, the new technology will enable long-term public safety enhancements by creating more efficient and feature-filled emergency response systems.

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STATEMENT OF COMMISSIONER MICHAEL J. COPPS

Re: IP-Enabled Services; E911 Requirements for IP-Enabled Service Providers, First Report and Order and Notice of Proposed Rulemaking (WC Docket Nos. 04-36, 05-196)

Last November the Commission asserted that certain VoIP services were interstate in nature and therefore subject to exclusive FCC jurisdiction. Seen by some as a grand and glorious pronouncement, others of us warned that a simple assertion of Washington control over these services without any indication of what this meant in such critical areas as public safety, homeland security and consumer protection was hardly the stuff of bold leadership. Preemption without policy is power without responsibility.

Today the Commission attempts to put a policy into place regarding the responsibilities of VoIP providers to deliver effective E911 emergency calling services to their customers. For far too many years now, the Commission has engaged in all sorts of term-parsing and linguistic exegesis as if just finding the right descriptor for new technologies would magically create a policy framework for them. Yet here we are today still trying to determine if those who provide new calling technologies need also to provide up-to-date emergency calling and location capabilities to those who use their services. The sad fact is that we have spent so much time splitting hairs about what is a telecommunications service and what is an information service that we have endangered public safety. At some point the semantic debates must end and reality must assert itself—when customers sign up for a telephone they expect it to deliver like a telephone. When an intruder is in the house and the homeowner goes to the phone to call the police, that's a call that just has to go through.

Today we face up to this challenge. I want to commend Chairman Martin for putting this item before us today. In the discussions he and I have had about this subject, I have seen in him a genuine commitment to the idea that the safety of the people is always the first obligation of the public servant. The item we vote on today is ambitious. But being less than ambitious on public safety is simply not an acceptable option. I also want to thank each of my colleagues for their work to make this a better item.

Our work today flows directly from the first sentence of the Communications Act, which commands us to "make available . . . to all the people of the United States . . . a rapid, efficient, Nation-wide . . . communication service . . . for the purpose of promoting safety of life and property." Sixty-five years after these words were signed into law, Congress updated them in the Wireless Communications and Public Safety Act, which designates 911 as the universal emergency telephone number in the United States.

Our decision builds on these mandates. We are putting in place rules that require interconnected VoIP providers to transmit 911 calls to a PSAP over the existing E911 network. We require interconnected VoIP providers to obtain location information from each customer about where the service will be used. We require VoIP providers to offer customers the ability to update this location information. Our goal here must be that this registration process be effectuated as quickly as possible.

Critically, we limit our requirements here to services that are capable of origination and termination on the public-switched network. This means they are directed squarely at substitutes for basic telephony. Our rules govern the kind of services that a parent or child or babysitter or co-worker will justifiably expect to work in a 911 emergency situation. By moving swiftly, we will save lives. The recent incidents in Texas and Connecticut and Florida that we have just heard about make this point with chilling and regrettable clarity.

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So I am pleased to support today's decision. We must recognize, of course, that much work needs to be done to shore up the reliability of VoIP 911 services. As the decision notes, interconnected VoIP providers can obtain access to selective routers and other functionalities necessary to provide 911 capabilities through competitive carriers, third-parties, incumbent carrier tariffs, contracts with incumbent carriers, or a combination thereof. All of the Bell companies have now announced service offerings for VoIP providers. This is a positive and truly encouraging development. But access to selective routers has to be achieved and achieved soon, so if the options that we could agree on today prove insufficient, the Commission will need to step in to prevent the public safety of VoIP customers from falling through the cracks. By the same token, port blocking or discrimination could impede even the best VoIP E911 arrangements. I believe the Commission will need to be vigilant about this threat, too. Our goal must be to resolve these issues so we can avoid more horrible outcomes like those we have heard about so painfully today.

We must also do more to coordinate with state and local authorities and PSAP officials. They are the unsung heroes of 911. They have played a vital and historic role in public safety matters involving both wireline and wireless technologies. We will need to do everything within our powers to ensure they have the resources necessary to respond to emergency calls. There's no solution without them.

A 911 call is the single most important call any of us may ever make. Today we take significant steps to provide consumers with the confidence they expect when they dial for public safety. This is our obligation under the law. It is the right thing to do. I fully support it. Now let's all of us, as parties to its implementation, roll up our sleeves and get the job done.

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STATEMENT OF COMMISSIONER JONATHAN S. ADELSTEIN

Re: IP-Enabled Services; E911 Requirements for IP-Enabled Service Providers, First Report and Order and Notice of Proposed Rulemaking (WC Docket Nos. 04-36, 05-196)

There is no higher calling or higher priority for us at the Commission than improving 911 and E911 services. I support this Order because it reaffirms the commitment of both Congress and this Commission to a nationwide public safety system, even as our communications networks migrate to new and innovative technologies like Voice-over-Internet-Protocol (or VoIP).

Since its inception in the 1960s, "911" has become synonymous with help being just a phone call away. Americans make 200 million calls to 911 each year, with a third of those calls coming from wireless phones. The ability to reach public safety officials from both their homes and from mobile devices has had a remarkably beneficial impact on American consumers. One benefit of access to wireless 911 is that Emergency Medical Services (EMS) notification times for fatal crashes have dropped an average of 30%, shaving valuable minutes off that so-called "golden hour" where help is most crucial. These achievements have come through the vital partnership between service providers, the public safety community, State and local officials, the Commission, and Congress.

This Order builds on those past efforts by ensuring the benefits of our E911 networks extend to users of interconnected VoIP services that are increasingly used by American consumers to communicate with the rest of the voice phone network. All indicators suggest that the IP-based services, like VoIP, are rapidly becoming the building block for the future of telecommunications. Somewhere between one and two million Americans currently use some form of VoIP services. These services promise a new era of consumer choice, and we must continue to promote the deployment of new technologies. At the same time, we cannot let our desire to see VoIP proliferate come at the cost of providing the best emergency services available today, nor can we afford to take any steps backward. Given the rapid adoption rate for these new technologies, it is incumbent upon us to see that VoIP providers adapt their system design and operations to offer access to the safety net on which Americans have come to rely.

Through this item, we set tight deadlines for VoIP providers to offer these public safety capabilities to their consumers. This Order responds to calls from leading public safety organizations and others who have asked us to promptly implement E911 and warned about the dangers associated with the current practices of some VoIP providers. The heart-wrenching testimony of our guests at today's open meeting, Andrea and Douglas McClanaghan, Sosomma and Peter John, and Cheryl and Joe Waller, only serves to reinforce the urgency of this matter.

With this Order, we make clear that a VoIP customer must not discover in their time of need that the 911 service for which they carefully registered actually routes them to an administrative line with a recording. Nor can Americans stop trusting the emergency response system, for it will undermine the important work that industry, the public safety community and the Commission has already accomplished in making it a reliable source of help.

To achieve these goals, the Commission adopts a broadly-stated E911 requirement that applies to all interconnected VoIP services, while allowing providers flexibility to choose among technological solutions. The Order permits VoIP providers to meet this requirement by interconnecting indirectly through a third party such as a competitive local phone company, interconnecting directly with the E911 network, or through any other solution that allows a provider to offer 911/E911 service. The Order recognizes that some VoIP services, particularly those nomadic services that allow consumers to take their VoIP service from their home to their office or their beach house, face significant implementation

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challenges. Access to the trunks, selective routers, and databases of the E911 network is essential to meet the obligations set out here. Although I am pleased that this Order acknowledges the importance of this access and recognizes the important role of the E911 network providers including incumbent phone companies, it is critical that we monitor developments on this front closely. We must all remain committed to taking the necessary steps to make E911 for these services a success.

It is also important that consumers understand that there may still be limitations associated with the E911 functionality through some services. This Order recognizes that power outages, loss of a consumer's broadband connection, or the time needed to update E911 location databases may affect a consumer's ability to reach public safety through 911. To this end, this item includes a requirement that VoIP providers notify consumers about the actual E911 capabilities of their service and explores these issues further in the attached Further Notice. I am also pleased that we seek comment on what role our State commission partners can play in implementing these rules.

Beyond the important steps that we take here today, IP-based services hold great promise for E911. I appreciate the efforts that NENA and those in the VoIP industry have made to develop innovative solutions for 911/E911 services and encourage these industry participants to continue their efforts. By all accounts, these next generation capabilities have tremendous potential to improve on emergency response and medical monitoring services with video and other capabilities that will help Public Safety Answering Points (PSAPs) and first responders. These are innovations that will truly benefit all Americans, but in the meantime, it is the Commission's duty to direct VoIP providers to do more to ensure that all Americans will have access to 911 when they need it.

I want to thank Chairman Martin for his leadership and willingness to act swiftly on this issue. E911 has been one of my priorities at the Commission and I have spoken often about the need to address public safety access for VoIP customers. I know that the Chairman and my colleagues share this goal, and I look forward to our continued and mutual commitment to make our decision today a success.

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RESPONSES TO REQUEST FOR PRODUCTION OF DOCUMENTS

18. Please provide a copy of any relevant documentation that supports Embarq's answer to Interrogatory No. 27.

Response: There are no documents to provide.

19. Please provide a copy of any relevant documentation that supports Embarq's answer to Interrogatory No. 32.

Response: There are no documents to provide.

20. Please provide a copy of any relevant documentation that supports Embarq's answer to Interrogatory No. 33.

Response: There are no documents to provide.

21. Please provide a copy of any relevant documentation that supports Embarq's answer to Interrogatory No. 34

Response: The following documents supporting Embarq's Response are available as a matter of public record:

- *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers*; First Report and Order in CC Docket No. 96-98; CC Docket No. 95-185; Release Number FCC 96-325; Released August 8, 1996, 11 FCC Rcd 15499 (Local Competition First Report and Order)

- *In re: Investigation into appropriate methods to compensate carriers for exchange of traffic to Section 251 of the Telecommunications Act of 1996*; Docket No. 000075-TP; Order No. PSC 02-1248-FOF-TP issued on September 10, 2002 by the Florida Public Service Commission (Generic Reciprocal Compensation Order).

- *In re: Investigation into appropriate methods to compensate carriers for exchange of traffic to Section 251 of the Telecommunications Act of 1996*; Docket No. 000075-TP; Order No. PSC 03-0059-FOF-TP issued on January 8, 2003 by the Florida Public Service Commission (Generic Reciprocal Compensation Reconsideration Order).

- *In re: Petition of Sprint Communications Company Limited Partnership for arbitration of certain unresolved terms and conditions of a proposed renewal of current interconnection agreement with BellSouth Communications, Inc.;* Docket No. 000828-TP; Order No. PSC 01-1095-FOF-TP, issued on May 8, 2001 by the Florida Public Services Commission.

22. **Please provide a copy of any relevant documentation that supports Embarq's answer to Interrogatory No. 36**

Response: The following document supporting Embarq's Response is available as a matter of public record:

In re: Investigation into appropriate methods to compensate carriers for exchange of traffic to Section 251 of the Telecommunications Act of 1996; Docket No. 000075-TP; Order No. PSC 02-1248-FOF-TP issued on September 10, 2002 by the Florida Public Service Commission (Generic Reciprocal Compensation Order).

DATED this 26th day of June 2008.

/s/ Susan S. Masterton
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ATTORNEY FOR EMBARQ FLORIDA, INC.

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EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: James M. Maples

PARTY: Embarq

DESCRIPTION: Transcript and errata, if any, from the deposition of Embarq witness Mike Maples

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 7
COMPANY FPSC Staff
WITNESS Mike Maples - (Depo-1)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # DEPO-1

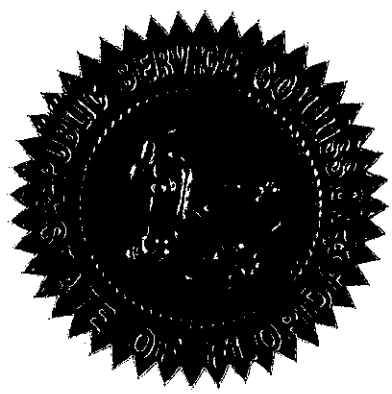
BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 070699-TP

In the Matter of

PETITION BY INTRADO COMMUNICATIONS, INC. FOR ARBITRATION OF CERTAIN RATES, TERMS, AND CONDITIONS FOR INTERCONNECTION AND RELATED ARRANGEMENTS WITH EMBARQ FLORIDA, INC., PURSUANT TO SECTION 252(B) OF THE COMMUNICATIONS ACT OF 1934, AS AMENDED, AND SECTION 364.162, F.S.

_____/



TELEPHONIC DEPOSITION OF: JAMES M. MAPLES

TAKEN AT THE INSTANCE OF: The Staff of the Florida Public Service Commission

PLACE: Room 380D
Gerald L. Gunter Building
2540 Shumard Oak Boulevard
Tallahassee, Florida

TIME: Commenced at 9:08 a.m.
Concluded at 11:23 a.m.

DATE: Tuesday, June 24, 2008

REPORTED BY: LINDA BOLES, CCR, RPR
Official FPSC Reporter
(850) 413-6734

PARTICIPATING:

CHÉRIE R. KISER, ESQUIRE, Cahill, Gordon & Reindel, LLP, 1990 K Street N.W., Suite 950, Washington, DC 20006, appearing (via telephone) on behalf of Intrado Communications, Inc.

SUSAN S. MASTERTON, ESQUIRE, Embarq, Mailstop: FLTLHO0102, 1313 Blair Stone Road, Tallahassee, Florida 32301, appearing (via telephone) on behalf of Embarq Florida, Inc.

PHILIP CARVER, ESQUIRE, c/o Gregory Follensbee, 150 South Monroe Street, Suite 400, Tallahassee, Florida 32301, appearing (via telephone) on behalf of AT&T Florida.

LEE ENG TAN, ESQUIRE, FPSC General Counsel's Office, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, appearing on behalf of the Commission Staff.

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P R O C E E D I N G S

MS. TAN: It is stipulated that this deposition was taken pursuant to notice in accordance with the applicable rules of Florida, Florida Rules of Civil Procedure; that counsel present stipulate that the witness is the person he identified himself as; that objections, except as to the form of the question, are reserved until hearing in this cause; and that reading and signing was not waived. It is also stipulated that any off-the-record conversations are with the consent of the deponent.

Okay. And then if -- Embarq, could you please have your Notary Public administer the oath.

JAMES M. MAPLES

was called as a witness and, after being duly sworn by the notary present with the witness, testified as follows:

EXAMINATION

BY MS. TAN:

Q Good morning, Mr. Maples.

A Good morning.

Q My name is Lee Eng Tan. I am an attorney here with the Commission and I will be taking your deposition today.

Have you ever appeared before the Commission before?

A Yes, I have.

Q Okay. And has it been recently?

A No. It's been -- I testified several years ago in

the generic reciprocal compensation dockets.

Q Okay. Well, just to refresh your memory, in this deposition I will ask you questions and your answers will be recorded by Ms. Boles, the court reporter here with us today. You understand that you will need to speak up and to give oral answers that are clear.

A Yes.

Q And I will be asking you a series of questions. It is very important that you understand the questions and give accurate answers. So if I ask you a question that you don't understand for any reason, just ask me to rephrase the question. Okay?

A Okay.

Q All right. And, and where possible I would also like to request that you provide first a yes or no answer and explain where necessary.

A Okay.

Q Thanks.

MR. CARVER: Sorry to interrupt, but I just wanted to let you know we're on the line. We had a little difficulty getting into the number. This is Phil Carver with AT&T.

MS. TAN: Okay.

MR. CARVER: And also with me here is Tricia Pellerin and Mark Neinast.

MS. TAN: Okay. Excellent. Thank you.

BY MS. TAN:

Q All right. Mr. Maples, please tell us your name.

A My name is James M. Maples.

Q All right. And who are you employed by?

A I am employed by Embarq Corporation, Embarq Management Company.

Q Okay. And what is your current job title?

A My current job title is Regulatory Manager.

Q And what exactly does your job describe?

A My current, my current duties, I am in the Regulatory Policy Department at Embarq. My, my current responsibilities include the review of state orders, state decisions and federal orders and federal decisions with respect to certain regulatory issues such as network unbundling, 911 services, number portability and other type issues. I review those orders and decisions and rules and help to communicate those to the various market groups and other groups within the company that need to implement those. I also participate and represent the company in hearings like this where there are some disputed issues regarding those specific areas that I support.

Q Excellent. And how long have you held this position?

A I have been in regulatory policy since, beginning with Sprint since 1999.

Q Okay. Thank you. Could you please turn to Page 7 of your rebuttal testimony. And let me know when you reach that

point and I'll tell you what lines to look at.

A Okay. Yes. I'm there now.

Q Okay. And could you look at Lines 4 through 17.

A Okay.

Q In your testimony, you note that the Ohio Commission concluded that Intrado was not a CLEC and created a new type of certification for it. Is that correct?

A Yes.

Q Okay. And you conclude that if this Commission were to agree with Ohio, then the Florida Public Service Commission could cancel Intrado Comm's CLEC certificate; is that correct?

A Yes.

Q And is it your opinion that for the entity, for an entity to hold a CLEC certificate, it must offer telephone exchange service?

A I, I do not know the specific Florida Statutes that define, you know, define the requirements for what is a competitive local exchange carrier in Florida, so I really can't answer that. The -- I don't know.

The response here was, my assumption was that the Ohio Commission said that Intrado was not a CLEC, so my assumption was that the -- and they created, excuse me, and they created a special category. I assumed that Florida did not have that same category.

Q Okay. All right. So where Embarq serves a given

PSAP, am I correct that Embarq populates and maintains the ALI database?

A Yes. That is one of the services that we offer in our, in our tariff.

Q Okay.

A That I supervise. Yes.

Q Oh, okay. And does Embarq charge the PSAP for the ALI database?

A Embarq charges, in our, in our tariff we charge for, I believe there's, we charge for ALI, which is the automatic location identification records, we charge for ANI, which is the telephone number, the automatic number identification, and we do charge for selective routing. Those are the three primary rates that are in our tariff. Yes, we do charge.

Q And does the ALI database contain records for CLECs that serve that area?

A Yes, it does.

Q And could you explain briefly how a CLEC would provide you with its information and how it gets entered into your database?

A The, the CLEC -- that's described in my testimony. But essentially the, when a CLEC enters, they enter their customer records, they create their records in their own systems, they get them formatted in the appropriate format for us, and then they send them to us. They can -- depending upon

the size, we have I think a couple of different ways that they can access our, our database management system. DBMS is the acronym, I believe. And so they can access that through the Internet and/or through a, a, I believe what they call a network data mover, an NDM connection. But they send those records to us and we edit those records, the address on those records against the, the master street address guide, the MSAG. And if it's, if it's valid, then we pass those, we pass those records or load those records into the actual ALI database that the, that the PSAP queries during an emergency call.

And if I may, Ms. Eng (sic.), kind of go back to the other question. When you asked if -- I'd like to clarify, if I may.

Q Sure.

A You asked about if we billed for the, the database. If you, if you look at our tariff, our tariff is billed, we bill ALI and ANI on a, on a per thousand access line basis, and it is my understanding that that access line basis is just our access lines. So to the extent someone loads it, you know -- in other words, we would not be including access lines from a total facilities-based provider that's loading records into our database. That's my understanding today.

Q Okay. And does a CLEC charge Embarq for providing Embarq the CLEC's records?

A No, they do not.

Q And does a CLEC charge the PSAP for its records?

A That really is, would be up to the CLEC. I understand that in the Florida Statutes the CLEC is a voice provider, it is a wireline provider, could file a tariff for the recovery of that. I do not know if they do that or not or if anyone has tried or, or if PSAPs are paying or not. I know other ILECs do.

Q Okay. Does Embarq charge a CLEC for including the CLEC's records in the ALI database?

A No. I'm thinking no, we do not. There's nothing on the price list. We charge -- the prices that are on our, our price list are for unbundling. We charge a 911 port fee, which is the access to the selective router, and we, and we do charge, as I state in my testimony, we have a, a download of, we call it SIG (phonetic), but we download, provide downloads of the, of the MSAG. And we charge those two items and I believe that's all we charge. We don't charge on a per record basis or anything like that for them loading their information or sending us the ALI records.

Q What about records for other types of providers such as interconnected VoIP providers or wireless carriers, are they included in the ALI database?

A A, a wireless carrier, it's generally their records. If you look at -- I believe that's -- I'm trying to think in my, which example -- it's in my direct testimony. If I may

just take time to turn to it. I'm a little -- I'm fumbling a little. I apologize.

Q Not a problem. It's early in the morning.

A Yes. It's my Exhibit JMM-2. In that case, the, the actual ALI records, if you will, for the, for the wireless carrier is not stored on Embarq's ALI. This is where we get into a steering arrangement.

What actually happens is that when the, the call is terminated to the PSAP and they have the, I believe it's the P, what they call the pANI, which is the pseudo ANI, they query our database. And then based on the pANI, we know who the database provider is for that wireless carrier, and so we actually steer the -- we actually query the other, the other carrier or the other provider of steering for the wireless carrier. And that on that diagram is what I show as ALI steering.

We have, in Florida today we, we have steering arrangements with Intrado, Inc., with HBF, which I think was recently purchased by Intrado, Inc., and we have a steering arrangement with TCS. I'm sorry that was a long answer. But the short answer is, no, the records really aren't in our ALI database, they're stored elsewhere, but we go query those other databases.

Q Okay. And so when you query, is there a charge that is -- do the providers charge Embarq for the queries or the

records?

A No, they -- no, they do not.

Q Okay. And do you know if these providers charge the PSAP that Embarq serves for providing their records?

A I do not know who they charge or any, any form of their compensation.

Q Okay. And that's, is that the same for the ALI database then, you would not be -- okay. Never mind.

A Yes. Yes.

Q Okay. And are any of the records of such other providers provided to Embarq by Intrado, Inc.?

A There could be. And can I, can I clarify again?

Q Sure.

A I hate to do this. Because I just remembered when you -- because you asked if, if the wireless carrier -- I think the question was if the wireless carrier recovered or charged the PSAP. And I just remembered that the wireless carriers, and I'm sure you're aware that in the, the Florida Statutes, you know, the Florida fund there is a wireless fund and there is a wireline fund, and wireless carriers recover their costs. They, I guess, file -- I'm not -- I do not know exactly what they file, but they file something with the fund administrator and they recover their costs from the fund instead of from the PSAP. And in the -- in the statutes, it's in 365.173, I'm trying to get the number right, it, it has, it's talking about

the monies that the, what costs the wireless guys can recover. And I'm reading here and it says, Such costs include costs and expenses incurred by wireless carriers -- wireless providers, excuse me, to design, purchase, lease, program, install, test, upgrade, operate and maintain all necessary data, which would include the ALI, hardware and software required to provide E911 service.

So it's my understanding that the wireless carriers can recover their costs. Let's say they, if they maintain their own database or perhaps they're paying Intrado, Inc., or TCS or someone for that service, it's my understanding that they would be able to recover those from the wireless fund.

Q And how does that work for interconnected VoIP?

A Well, an interconnected VoIP provider is essentially the same, the same setup. If you have a Vonage, someone that is nomadic, it would be the same, essentially the same setup. But, however, they're a wireline carrier so they would not be able to recover their costs from or, I'm sorry, recover those charges or whatever from, from the wireless fund. So they would be like any wireline carrier. They would -- although it would be interesting, I guess, since the VoIP carriers are certainly covered in the statute, I'm not sure if they could file a tariff and attempt to bill a PSAP, frankly. I don't really know how they're classified in Florida.

Q Okay. Thank you. Could you please turn to Page 8 of

your rebuttal testimony. And when you're there, let me know and I'll tell you what lines.

A Okay. I'm there now.

Q If you could look at Lines 5 through 19. Beginning at Line 8 you state that where Intrado serves a PSAP and maintains the ALI database, Intrado does not create or input records into the database. Now by this statement, do you mean that Intrado does not create or input an ILEC's records into the database or any providers' records?

A What I meant by that -- well, Intrado is -- what I meant by that would be that any record that, that goes into the ALI database is an end user record, so an end user being the entity that dials 911. So those records, as a database provider, those records are provided by the voice providers to the database provider. So be it wireline, wireless, VoIP or whatever, all those records are created by those entities and provided to the database provider in a specific format and to be loaded, and to be loaded into the database, which Intrado would do. Intrado would take those records, they would edit them and then load them into the ALI database. So if Intrado does not have any end users, i.e. those that dial 911, they don't have any records to load.

Q Okay. And do providers such as Embarq provide periodic updates for inclusion in the ALI database?

A Yes. We provide, we, we provide records. As

customers secure service or change service or anything like that, yes, we update as needed.

Q And what is your understanding as to which Intrado entity, Intrado, Inc., or Intrado Comm, will maintain the ALI database?

A It -- that was a point of confusion for me. I understand or I believe based on Intrado's testimony that the actual database will be the Intrado, Inc., database, but that Intrado Comm will be the, I guess the agent through which -- I guess we'll be sending the records to Intrado Comm and perhaps they will load it into the Intrado, Inc., database. I, I really don't know.

Q Okay. And am I correct that whoever maintains the ALI database is responsible for its integrity such as like all appropriate fields are populated correctly?

A They are, yes, they're responsible for the integrity. But the source information which is critical for any database will come from the actual voice providers.

Q Okay.

A I mean, the source information -- we would not provide, excuse me, we would not provide the, the, all the fields such as the, the emergency services number of the PSAP and that sort of stuff. They will maintain the MSAG and the emergency -- and have the mapping of the addresses over to the ESN. So there are certain, absolutely certain fields that they

have that will not come from the voice providers.

Q Thank you. Am I also correct that it's Embarq's position that where Intrado serves a PSAP, Embarq should be able to continue charging the PSAP for Embarq's records?

A Yes. We, it is -- yes, it is our position that, that we, we incur costs that are solely for 911, for providing 911. We, we have specific systems where we take the information, we put it in the appropriate format, we send it to the database provider. We have to maintain that and it's an ongoing process. We -- it's very much -- there's -- it's, it's absolutely essential to the provision of ALI. In other words, the actual -- in my experience, the whole process of -- one of the key components of a database is the data and we provide the data that goes into the database. It's an essential component.

Also, as I read a while ago, the wireless carriers can recover their -- can submit and get payment, if you will, from the wireless fund. So it seems reasonable to us from a competitively neutral basis that we should be able to continue doing that.

And then, and then also, you know, Intrado seems to imply that we have no costs, that it's just part of the order processing, and that's wrong that there aren't any incremental costs. And I think a good analogy is when we take the customer's order, we have subscriber list, let's say subscriber list information. And when, and when a directory publisher

wants that subscriber list information, we sell it to them. When a directory advertiser wants that listing information, we sell it to them. And that's really what's going on here. We, we have information and we incur costs to format it and put it in the right, right format and send it, and we should sell it to them. So those are my reasons for why I believe, yes, we should be able to charge for it.

Q Okay. And should any other kind of providers be allowed to charge the PSAP for their records?

A Yes. I believe that, that, that it should be competitively neutral, that no carrier, that no carrier should be advantaged over the other.

It is, the creation of those records is, is absolutely essential to the provision of 911 service. And I believe that the, the charge that's, that's laid out in the statute was created for that purpose. So, yes.

Q And where Intrado serves a PSAP, are there any other charges that Embarq believes it should be allowed to continue charging the PSAP?

A The -- in the -- I'm trying to think because it varies by state. In some states where we, we do play a primary and secondary role in which we're transferring calls between PSAPs, we, there might be a charge for selective routing. I'm trying to think again. I don't know if we, in the primary/secondary role in Florida if we charge for the

selective routing. I would have to check on that. I, I really don't know.

Q Okay.

A And that would only be, excuse me, that would only be in a primary/secondary where we are actually transferring a call from one PSAP to the other.

Q Okay. And if you could take a look at your rebuttal testimony on Page 8 --

A Yes.

Q -- Lines 17 through 19. Here you state that the Commission upheld Embarq's position. By this do you mean that the Commission concluded that an ILEC such as Embarq can only charge for services and functions that it provides?

A Yes. I think that -- yes. I think the debate really is over whether or not the records that we provide are services that are being provided to the PSAP. We believe that, that, yes, those are services that are being provided to the PSAP or whoever for the provision of 911 services. Intrado's belief is that we're not providing a service.

Q Okay. And can you go ahead and turn to Page 11 of your rebuttal, and let's take a look at Lines 4 through 10.

A Yes.

Q Could you briefly summarize for me what services are currently provided by Embarq to Intrado, Inc., via a commercial agreement?

A Yes, I can. In brief, if you look at my Exhibit JMM-3, which is a diagram of a, a scenario where Embarq is providing the Wireline E911 Network to a PSAP and a VoIP provider needs access, the agreement that we have with Intrado, Inc., provides for the 911 trunks. In other words, they have the -- the contract allows them to secure 911 trunks into our selective router. And we also provide the ALI steering with Intrado, Inc. So, so I would basically say that contract fulfills this, this diagram basically.

Q And those services that you just mentioned, are those the same ones that Intrado Comm is requesting in this proceeding?

A I frankly have thought so, but I've been a little confused because Intrado Comm has said that they're not seeking to do the same thing. So it's unclear to me whether or not they want, they are seeking to do what's on this diagram or not.

Q Okay. So then what services, do you know what services Intrado Comm is requesting that are not currently provided by Embarq to Intrado, Inc., or is that still on there?

A I think the, yes, I think the predominant difference is in the, is basically in, in my scenarios JMM-4, 5 and 6, which is where Intrado Comm is, is actually providing service to a PSAP, which Intrado, Inc., I guess, does not do. So the primary difference is where Intrado Comm provides service to a

PSAP and then how we connect to them when we need to have access for our callers to, to access their PSAP or where we get into a, a transfer arrangement between PSAPs. And I believe that's, that's likely to be the focus of, of the issues here.

Q Okay. So my understanding is that it is Intrado's position that all elements and functionalities that they are requesting from Embarq should be included in a Section 251(c) agreement and that Embarq disagrees in large part.

Where Intrado serves a PSAP, what components, if any, does Embarq believe should properly be included in a Section 251(c) agreement?

A Where Intrado serves the PSAP, it is our position that there's really nothing that belongs in a 251(c) agreement.

Q Okay. Can you please turn to Page 26 of your rebuttal testimony, and let's take a look at Lines 3 through 8.

A Yes, I'm here.

Q Okay. Here you state that where Intrado is the E911 provider to a PSAP, Embarq, like all other voice providers, must seek interconnection with Intrado for purposes of providing end users with 911 calling capability; is that correct?

A Yes.

Q Okay. So then if you assume that Intrado had a selective router located in Georgia that was used to serve Florida PSAP in Embarq's service area, would Embarq be

obligated to interconnect at that selective router?

A That's a very good question. I would hope that they would establish a connection within the State of Florida. Generally, from our experience, selective routers are geographically located within the state that you do business with. And, yes, it's our, it's our experience that -- because we have locations where we have dual, say dual selective routers serving the whole state, and the POI, the point of interconnection is at the selective router. I would argue that we should not have to go outside the state just from a practical standpoint, but --

Q Okay. So what if the router was in Miami; would that change anything?

A The way that -- if the, if the, if they had one router in Miami, would we build -- or not necessarily would we build. Would we, would we -- are we obligated to get our traffic to the router? Yes, we are.

Q Okay. Let's go ahead and take a look at Page 37 of your rebuttal testimony and look at Lines 4 through 12. And here you state that Embarq has agreed not to charge PSAPs for selective routing when it is used solely for the purposes of aggregating 911 traffic for Embarq end users in situations where Embarq is not acting as a secondary provider. Can you describe for me a situation where Embarq was a secondary provider?

A Yes. Embarq is a secondary provider in situations where we would transfer a call from one PSAP to another PSAP, and that is done when there are various reasons for doing that. One of the scenarios is when perhaps a, there's overlapping territories and a wireless call, because of the location of the tower, might get sent to one PSAP and it needs to be transferred to another PSAP, it is, it would, we would be a secondary provider. In other words, we would be transferring that call over to the appropriate PSAP.

Also, I believe in the, in the context of Florida, because of the way that the, the carriers do charge for the ALI records, some carriers, might be -- the fact that we're providing ALI records, we would be also considered a secondary provider in that sense. Although it's not necessarily -- that doesn't really match this scenario where we're actually selectively, selectively routing a call. It's predominantly the first example.

Q Okay. So are there currently any situations where Embarq is a secondary provider in Florida?

A Yes. In my testimony, if I could -- I do have -- we do have, we do have arrangements with, with both Verizon and AT&T. We have, we have three selective routers in Florida. If I might just take a minute to refresh my memory on -- it might be more than you're asking.

Q No problem.

A But we have, we have selective routers in, in Leesburg, Fort Myers and Tallahassee. And each one of those is -- Leesburg, we have connections to AT&T Gainesville and AT&T Orlando. And then in Fort Myers we have connections to Verizon in Tampa and AT&T in West Palm Beach. And then Tallahassee, we have connections over to AT&T Panama City. So we are transferring calls between our selective routers. So it would be -- so to the extent those selective routers serves PSAPs that have agreed, you know, to back each other up or transfer calls, there would be calls going back and forth.

Q Okay. So with the advent of competitive 911 providers such as Intrado, is it likely that circumstances where an ILEC is a secondary provider will diminish?

A I don't see that. I guess the, one of the issues in this, in this proceeding is interselective routing, which is exactly what we're talking about here, you know, is there a need to transfer calls between, between PSAPs? And I see that need as continuing.

Q Okay. So thank you. Where Embarq uses its selective routers to forward its end users' traffic to Intrado for forwarding to the PSAP will Embarq charge Intrado anything?

A No.

Q Okay. And in your opinion, is Intrado's proposal to require Embarq to employ class marking instead of using its selective routers to forward Embarq end user 911 traffic

primarily based on a concern that Embarq will charge Intrado for the selective routing?

A From my reading of Intrado's testimony, they do express, they do talk about charging for selective routing. So I believe that's one of the issues, yes.

Q Okay. So to your knowledge has a kind of carrier-employed class marking for 911 traffic been created?

A Excuse me. I'm a little confused. Did you say a kind of carrier?

Q Hold on. Is there any kind of carrier-employed class marking for 911 traffic? I apologize.

A There are carriers that have, yes, there are carriers that have done class marking. Or if you want to do, if you want to call that line attribute or line level screening, yes, there are some carriers, I understand, that have done that.

Q Who, who is this carrier and how, how does it work?

A You say who is this carrier? That's interesting. I just understood from hearing different testimony, I'll just put it that way. And Mr. Hicks and others have testified that other carriers will do that, so I have accepted that.

In terms of specific -- I can tell you how class marking would work in talking with our engineers and subject matter experts. If you want me to do that, I'll just stop there. I mean, because you asked me a specific question about an individual carrier. I can tell you what it would take us to

do it.

Q No, that's not necessary. But thank you.

A Okay.

Q At various places in your direct testimony you assert that Intrado is pursuing cost-shifting strategies. Can you provide me with some specific examples of what you consider to be cost-shifting?

A Yes. I mean, there are, there are several instances that, that I can, I can talk about. One of them, while Intrado has agreed in -- when we provide service to the PSAP and Intrado needs access to our selective router, they have agreed that they would come to our selective router and establish a POI on our selective router, which is common industry practice and consistent with FCC orders that I've cited. Yet in their testimony and responses to, I believe, some of the staff interrogatories, they basically said that, from what I understand, that the one POI per LATA still applies.

So what that's telling me is that they don't believe they, that 251(c) would obligate them to establish a POI at the selective router, but that indeed they could establish a POI, a single POI in the LATA, so which in a subsequent agreement or something like that they could press for that. If that were the case, then the transport that carriers, the transport to the selective router or let's say that transport between the single POI per LATA that Intrado would pick and our selective

router to the extent we would have to, if you will, extend that selective router point out to other places, that would be a cost-shifting. In other words, it would be costs that are incurred by carriers today that we would then have to, to incur.

I think then the, the second part of the cost-shifting has to do with the, the primary -- this whole idea of primary and secondary and can we charge PSAPs for the ALI records. And they want to call them SOI records. It's the -- whatever you want to call it, it is the record that goes into the ALI database. It is the source data.

And the question is today, we do charge for it today. And as I stated, wireless carriers can recover that from the wireless fund. So to the extent that we are denied that right or the ability to do that, that is a cost, if you will, that we no longer have recovery for. We would have to either increase local rates, which I think we're regulated, so I'm not sure we can do that. And so that, we see that as a cost-shifting.

There is another scenario in here where one of the proposals by Intrado is if we cannot segregate our calls and so we send 911 calls to their selective router and then they have to forward it to another PSAP, they say they want to bill us for that. As I say in my testimony, generally carriers don't charge each other for that today. So to the extent they, they start charging us for something that's not normally done in the

industry today, that is a cost shift in our mind.

And I think the, the, you know, the whole, like I said, the whole primary/secondary issue, to the extent we have to, we bill for services today we can no longer bill for, that's a cost shift.

I see the -- and in the, and in the end user debate, as I've pointed out in my, my testimony, to the, to the extent, to the extent that, that Intrado's definition for end user would be adopted, it would allow a carrier to be classified as an end user, which would allow Intrado to secure UNEs -- if the Commission deems that they should get UNEs, that they could get UNE loops, if you will, out to a carrier, which we believe is inappropriate and would give them services that they're not due. And so I'm not sure that's a cost shift, but that's a cost issue, if you will, so one of, one of our primary cost issues in here. So those are the primary ones that I can think of right now.

Q Thank you. In Intrado Witness Cynthia Clugy's rebuttal testimony -- let me go ahead and read you the line. She says that "As co-carriers, both parties will be purchasing services from the other, and thus each party should be aware of the process to order services and facilities from the other party." Where Intrado is the E911 provider for a PSAP, what kind of services might Embarq purchase from Intrado?

A I believe that I go through that in my testimony.

I'll try to do it from memory rather than pointing to it. But my testimony, we have said that we would expect to pay them charges or similar, for similar services that we charge when a CLEC comes to us. We charge CLECs for port fees and we charge them for downloads of the MSAG and that sort of thing. So we would expect to pay Intrado those same types of fees. We would pay them for a port, a port on the selective router and MSAG, downloads of the, of the MSAG and that sort of thing. That's really all that I'm aware of at this point in time.

Q Okay. Could you provide for us a general overview of Issue 1 and what you believe the disputes, and what you believe the disputes are between the parties on this issue and its subparts?

A Yes. That's a really broad question, a really broad question.

Q Just generally.

A Issue 1 is, is -- let me go back. Issue 1 has to do with the classification of the services that Intrado provides or intends to provide and what falls under 251(a) or (c), what falls under 251(c) and what are the rates for what we charge.

With respect to the specific disagreements between the parties, I see the primary differences as with, in those cases when Intrado does indeed provide service to a PSAP. I believe that when Embarq provides services to a PSAP, that most, if not all the issues -- I really don't believe there's

any issues between the parties right now at issue in this case. I think we've resolved everything.

So it gets down to those times when Intrado provides services to a PSAP. And then the question becomes what is the classification of that service that Intrado provides to a PSAP? We see that service -- Intrado claims that it's telephone exchange. And in my testimony I effectively claim that it's really not, that the services that Intrado provides to a PSAP really isn't telephone exchange, it's really not interexchange. It's a, it's a unique service. And my reasoning for that, I go through in my testimony, it's really, it's a separate network, number one.

The FCC, you know, has said that it's a wireline network, it's a wireline E911 network and they've defined it as separate from the PSTN. So it's a unique network, it's separate from the PSTN. Calls, you know, to it -- there's no such thing as really local or toll from a 911 call. It's just a 911 call. The way -- you know, we've never charged intercarrier compensation for those calls. In other words, the party terminating the 911 call has never charged the originating party for that originating compensation. They've never been subject to recip comp.

In the -- if the service itself is a combination, it is a combined service. If you look, it's not just voice. It's also got data or information services, there's database

queries, there's database management. There's all sorts of things going on. So if you look at the service in total, it is a combination of, of voice and information service. And that was the point that I tried to make when I looked at the FCC order where they were talking about universal service and they said that they recognized that there were information service components and that they wouldn't allow the, they wouldn't recognize that in USF. And that was the whole point is it is a combined service combining multiple, multiple aspects, multiple functions, if you will. The FCC has, the FCC has certain jurisdiction over it. The FCC has declared that, that it is not purely intrastate.

And then finally if you look at really where we're heading, if you look at Intrado's diagramming, their network today, their IEN network is an IP-enabled network. And their networks, as I understand it from their testimony, doesn't -- there's really not a separate data network and there's not a separate information service network or voice network. It's all combined on one network.

If you look at -- so it is an IP-enabled service. They do all sorts of protocol translations in there. When we go to full next gen, there's going to be voice, there's going to be video. It's basically a multimedia broadband platform.

And so for all of those reasons, I know I've been trying to go through it, but for all of those reasons we look

at the service that Intrado provides or is going to provide and we say that's really not telephone exchange, it's not telecommunications. We really see it as something that's unique and we need to treat it separately. And so for that reason, because, because of that we say it doesn't fall under 251(c). And that's, that's the big issue there with respect to 251(c), 251(a): What is that service?

And then when we get into those, in those times when we need access to their PSAP, in other words, we, they provide service to the PSAP -- as I state in my testimony, we're obligated to provide 911 calling to our end users. So, so we have to -- if they provide service to the PSAP, we, we have to, we have to go to them and we have to say I need access to your selective router, I need to secure interconnection to your network to enable 911 calling for my end users. And we're no different than an CMRS provider, a, a cable TV company, any other CLEC, VoIP provider. Anybody else who is operating in that territory that needs to provide 911 calling for the end users, they have to seek access through Intrado. And we see no reason why we should have to do it, say, well, it's 251(c) for us and 251(a) for everybody else, especially when Intrado is not subject to 251(a). So that's the primary issue there why we don't believe that interconnection arrangement is subject to 251(c).

And where we are transferring calls between, between

PSAPs, I do not view that as a, as a competitive arrangement at all. We're co-carriers and we're transferring calls between PSAPs. I mean, I understand from Intrado's point of view they are a competitive carrier and, yes, they are a competitive carrier and they're competing for 911 service. But in that specific arrangement, in that specific relationship, we're not competing with one another in that specific relationship. We are co-carriers transferring calls between PSAPs, and we don't view that as a competitive arrangement. And if we offered them parity in that case, we would offer them the same type of arrangement that we do with every other carrier that we peer with or whatever you want to call it, and that's a commercial agreement. So those are -- that's why we don't agree that those types of arrangements are 251(c).

With respect to pricing, I don't know that there's any real issue with respect to pricing that I'm aware of. We, we filed -- we have our price list that, for the TELRIC prices or what this Commission has approved and it's what we've provided. Our tariff prices, to the extent Intrado wants to -- say Intrado would prefer to buy an IT or Ethernet or an MPLS product to, to connect a PSAP to their, to their, their IE end network, they can do that out of their tariff. And I don't see -- that should not be an issue.

They have filed a -- I believe with their rebuttal testimony they have provided a couple of port prices and things

like that. We have not really had the opportunity to look at them in detail and there's not really any supporting information. So I'm assuming that's the prices that they would charge us, and I'm not sure that we have any dispute with those right now. So that's the pricing, to me that's what's in the pricing issue. But I don't know if that's what you wanted, but that's what I see the issues to be in Issue 1.

Q Well, thank you very much. That was excellent. You know what I'm going to do now is let's take a five-minute break and pick up at 10:15. Would that be okay with everyone?

MR. CARVER: Sure.

MS. KISER: That's fine.

(Recess taken.)

BY MS. TAN:

Q All right. Well, Mr. Maples, thank you very much for your overview. And my next question is in resolving Issue 1, do you believe that this Commission should consider the technology Intrado Comm is using to provision its services?

A Yes. The -- yes, I believe that's in my testimony. The whole question of whether -- I mean, the FCC has defined an IP-enabled service in their, in that notice of proposed rulemaking as, you know, any service that relies on IP technology, the Internet protocol family. So whether or not IP is involved is definitely teed up in various forms and regulations. So I don't know how you cannot look at the

technology and, and make this decision, frankly.

Q So what about a party's claim that their network may be superior?

A I'm not, I'm not sure I'm following the question. A superior network is basically a marketing claim or whatever that just says my network's better than your network. I'm not really sure what that has to do with a decision in this proceeding. I'm not clear.

Q Okay. That's fine.

Are the rates, terms and conditions Embarq is proposing in this proceeding either for an interconnection agreement or a commercial agreement consistent with the rates, terms and conditions Embarq would offer to other similarly situated competitive providers?

A Yes.

Q Okay. And can you please take a look at Intrado Comm's response to staff's first set of interrogatories, Item 5.

A Yes. Let me just --

Q Just let me know when you're there. Take your time.

A You said the first set of interrogatories?

Q Yes. Staff's first set of interrogatories, Item 5.

A Okay. I was looking at the POD. Sorry.

Q No problem.

A Just a minute. Is the question do you believe Embarq

is obligated to modify its network?

Q Correct. And here Intrado Comm was asked to address what it believes Embarq's obligations are regarding network and operational modification to accommodate requests of competing providers. Do you agree with Intrado's response?

A Let me --

Q Go ahead and take a look at that.

A Yeah.

MS. MASTERTON: Lee Eng, this is Susan. I'm a little confused. What, what question are we on?

MS. TAN: We are on Intrado Comm's response to staff's first set of inter -- staff's first set of staff interrogatories, Number 5.

MS. MASTERTON: Okay. Great. Thanks. I get it.

THE WITNESS: You know, what I'm trying to do is I -- it has quotes in here from the first report and order, and I guess -- I hate to say I agree without looking at those. If you can indulge me just a minute.

BY MS. TAN:

Q And you can also answer subject to check, if that's what you'd like to do.

A Yeah. Well, I do have the first report and order here. I don't know if I'll have it in Tallahassee, but I do have it here, so just bear with me just a minute.

Q No problem.

(Pause.)

A The response, the response from Intrado -- yes, I agree that ILECs, in the local competition order the ILECs had to, were ordered to make, that they had to make reasonable accommodation for interconnection and that that required some changes to their network. And I do agree that Embarq bears the burden of demonstrating technical infeasibility.

As I pointed out, however, in my rebuttal testimony beginning on Page 40, Line 15, I go through and explain and include many quotes from various orders that says that when a carrier requests a technically feasible but expensive form of interconnection, that the requesting carrier bears the cost of that expensive interconnection.

And I think the real issue here is what is technically feasible and not -- technically feasible does not mean that we have to do whatever at any cost. Technically feasible, if you look at -- they quote from Paragraph 202. Paragraph 203 of that order says, "Each carrier must be able to retain responsibility for the management, control and performance of its own network." That's really one of our big problems with the class marking issue is they're absolutely telling us how to provision our network, which we don't think falls under technical feasibility.

Q Okay. Thanks. Does Embarq typically include the rates and charges it may pay for interconnection and services

to competitive providers in a 251(c) interconnection agreement?

A Can I ask for a clarification? Did you ask for what we pay other carriers or what other carriers pay us?

Q For what you may pay other carriers. Do you, do you just include those rates and charges in the actual interconnection agreement?

A I'm trying to think. Most of the interconnection agreements that we sign with CLECs, I -- you know, I -- we've got many, many agreements. I'm not aware of -- I apologize. Let me back up.

Yes, for certain -- certainly where we include some rates such as when we have intercarrier compensation, generally the CLEC is going to bill us at our rate. So rates, at least for what other carriers charge, what we charge them and they charge us for intercarrier compensation, specifically recip comp, are in, are in the agreement. I've never seen anything like UNE rates and that sort of thing. That's the only reason I'm hesitating. There are a lot of agreements out there.

Q Well, specifically we're asking about the rates that are contained in Thomas Hicks' Exhibit 7 in his rebuttal testimony, where we would find those rates.

A Oh, where you would find those rates? If it's -- it's the -- that's -- in this proceeding that's the first time that we've seen those rates.

Q And should those be in a 251(c) or a commercial

agreement?

A They should be in a commercial agreement because that's what they bill us when they provide service to the PSAP and we seek interconnection with them.

Q Okay. Now the next set of questions that I have will concern Issues 3(a) and (b). And if you could go ahead and pull up your direct testimony for your Exhibit 9, JMM-9.

A Okay.

Q And go to Page 3.

A I am on Page 3 of JMM-9. I am there.

Q Okay. And have Embarq and Intrado reached agreement on Section 55.2.1(a)?

A Yes. We've agreed to strike our 55.2.1(a) and read their language there where they agreed to establish a POI at our selective router, so -- and we agree with that. And so I would say that is settled. Yes.

Q Okay. And what about have you reached agreement on section 55.2.1(c)?

A The, the primary issue with 55.2.1(c) is it points to 55.4. So that -- you have to really go to 55.4, but -- which I'm looking for and I'm not finding right now. But the, the disagreement -- let me see. Excuse me. Let me pause.

We've not, we've not agreed that we have an obligation under 251(c) to establish that. But I'm looking for -- oh, okay. Here's 55.4. I'm sorry. It's back at the

very beginning. Thank you.

No. We -- you have to look at 55.4, which is Issue 2. And the big issue in 55.4, which is on Page 1 of Exhibit JMM-9, is the, is how we connect with them when we have a split wire center.

If you look at the language there at 55.4.1, which is in our proposed terms, Exhibit JMM-9, Page 1, the last sentence there -- in other words, we've basically said when we don't have a split wire center, in other words, when we have a central office that's only served by one PSAP and that PSAP belongs to Intrado, we will directly route to Intrado's, Intrado's selective router and we won't, we won't go through a selective router. That's the, that's the meaning of that last sentence where it says, "served by Intrado Comm's Selective Routing system where Embarq's end office is entirely served by a single PSAP."

So we've agreed not to -- the only time that we want to use our selective routing is when we have a split wire center and we need to split the 911 traffic out between, say, Intrado's PSAP that they serve and perhaps a PSAP that we or someone else serves. So I'm sorry for the long-winded answer, but, no, we've not resolved that issue.

Q No problem. Have Embarq and Intrado reached agreement on Section 55.2.1(d)?

A Well, really 55.2.1(d) and 55.2.1(a) are effectively

the same. I guess the numbering might be some confusion, but they're effectively addressing the same issue.

Q Okay. And what about for Section 55.2.4?

A 55.2.4 has to do with mid-span needs (phonetic), and we've resolved that, yes.

Q Okay. Excellent. Can you go ahead and refer to Intrado's response to staff's second set of interrogatories. We're going to look at Number 27 when you find that.

And here Intrado begins its response by asserting its belief that "it is in the public interest to require a minimum of two geographically diverse POIs or typically regionally diverse for the mutual exchange of traffic between 911 networks." Intrado further asserts that its position on multiple points of interconnection for 911 services is derived from the FCC's chartered Network Interoperability and Reliability Council's Best Practices for 911 Services.

My first question would be can public interest play a role in Section 251(c) arbitrations?

A The only reason I'm pausing now, I'm trying to think -- obviously I'm trying to think of anywhere in the regulations or orders that I've read, and there are many, where it talks about public interest and whether or not that can be considered.

The particular issue, if I may, in this particular instance we're talking about establishing multiple POIs and

whether, and diverse routing. And, and I, I, I would agree that in emergency situations diverse routing and backup is, is good to have. I don't think that's in contention here.

Q Okay. So --

A Yeah. I'm sorry for -- you know, I honestly don't know whether the public interest -- I don't think -- can I answer it this way?

Q Sure.

A I don't think that public interest could be taken into consideration where it would misapply or change a rule. That's where I was headed. In other words, you know, if a POI is supposed to be on our network, a POI is supposed to be on our network. I don't think you can take public interest and say, no, the POI doesn't have to be on your network. I don't think you can change the FCC reg.

Q Okay. So would you say that public -- is public interest a policy decision?

A Yes.

Q And can policy considerations play a role in Section 251(c) arbitrations?

A I would answer in the same way. Policy, you cannot establish a policy that goes against an established regulation. In other words, you can't change your rule based on policy.

Q Okay. So is requiring a minimum of two geographically diverse POIs or typically regionally diverse for

the mutual exchange of traffic between 911 networks an appropriate determination in a Section 251(c) arbitration?

A In the, in the situation -- in 251(c) our position is that the requesting carrier, in this case it would be Intrado, can select any number of POIs on our network that they choose. If they want to choose multiple POIs, they may do so. That's what 251(c) says.

If, however, the question is Embarq, we, when Intrado provides the wire, the service to the PSAP, do we have to establish physically diverse POIs on their network, that is not -- I don't believe that's, that's subject to 251(c).

You know, the thing here that we're talking about here is what is the best design for Florida's emergency network, and perhaps that would be better dealt with in some other proceeding rather than an arbitration.

Q Okay. And can best practices as defined by the NRIC play a part in Section 251(c) arbitrations, and, if so, should they?

A I believe that standards, standards can certainly play a role or practice in defining what's technically feasible. In other words, if you have a standards document out there that says this works or doesn't work, then obviously I think it's technically feasible.

I think once again you have a standards document here that says diverse routing is great and wonderful and it's what

you need to do. So is -- are diverse -- is diverse routing technically feasible? Yes. But are we required to establish it per rule or law? And I guess that's the -- I'd have to go back to the same answer. It certainly can be considered, but you can't alter a reg or a rule based on technical standards.

Q Okay. If you can flip the page of Intrado's response to staff's second set of interrogatories and take a look at Number 28.

A Yes.

Q Okay. So just briefly is Intrado correct in its depiction of how Embarq, Embarq's provisioning of 911 service works?

A So let me, let me read through this.

(Pause.)

There is much that, I mean, much of this is in my testimony, and so I -- there is much that's correct.

I'm not sure when he's talking about -- I don't agree -- I'm a little confused by the term "franchise management." I've never seen that term. So I'm not sure I would agree with that term or that it's particularly relevant.

In the last sentence where he's talking about the determination of which 911 network Embarq -- he's basically making an assumption of how we determine how to route our calls and I'm not sure how he knows that and, frankly, I don't know. So, you know, I'm not sure how he knows how we engineer our

network and what our practices and procedures are.

But generally these are the types of arrangements, as I mentioned a while ago, that we have with Verizon and, and AT&T or BellSouth. And, yes, we're using existing, existing routes that we've established over the years to, to do this interselective routing.

I would note that when he says these are not competitive situations where he says franchise management, what's interesting is this is interselective routing, which is one of the issues that are teed up in this case. And I guess the thing is -- I mean, when we do interselective routing with an ILEC, we totally agree that it's not competitive. But Intrado says that when we do interselective routing, the same arrangement with them, it is competitive, and I don't really understand that.

Q Thank you. If you could go ahead and take a look at the response to Number 29. And what I'll ask is do you agree that there should only be one stage of E911 switching?

A No.

Q Okay. And why not? Does Embarq use only one stage of E911 switching?

A Well, I guess the issue here is one stage of 911 switching is, really is the, is the class marking issue or line class attribute, and whether or not we can use a selective router to determine where to route a 911 call to rather than

recreating that whole selective routing functionality in our central office.

So there's no -- you know, I can't agree. I mean, the central office that determines where to route the call is, is a, is a form of -- is the first stage in 911 switching. So I don't agree.

Q Okay. Thanks. If we could move on to Page 5 in Intrado's responses, go ahead and look at Number 31, and that's on Page 5.

And does Embarq agree with Intrado's plan to use three RCL gateways for terminating E911 calls from all types of carriers?

A In terms of -- I guess technically they're saying here, they're talking about the, how they're going to set up their network. I mean, it's their -- you say agree. I mean, I'm not, I'm not an engineer. I've not looked at their, their diagrams and how they've laid it out and they've not provided it to my knowledge. So I guess are you asking me -- I mean, when you say do I agree, it's their network that they're going to set up, so I'm not sure I need to agree. Does that make sense?

Q Yeah. That's --

A Are you asking me to give a technical evaluation of their arrangement?

Q No. No. That's fine. Your answer is sufficient.

Thank you.

A Okay.

Q Go ahead and turn the page to Page 6 to Number 33. Here Intrado asserts that Embarq's "network configuration introduces unnecessary additional points of failure and should be avoided where it is technically feasible to sort the traffic as it originates in the end office." Do you agree with Intrado's assertion?

A No.

Q Okay. And is this an appropriate subject for a 251(c) arbitration?

A No.

Q Okay. If you could turn to Page 7.

Oh, why or why not? I'm sorry.

A Okay. Okay. The -- okay. First off, basically what we're talking about is, what we're talking about is how we manage and provision our network on our side of the POI. Okay?

In this case we've agreed -- this is where they're providing service to the PSAP. We have agreed under a Section 251(a) agreement that we would establish a POI at their selective router. We will not agree that we have that obligation under 251(c). So we have an obligation to get the traffic to their selective router. They can request one-way or two-way trunking, they can request an SS7 signaling or multifrequency. So I would agree that they have some ability

to request the trunk types and the signaling and one-way and two-way.

But how I switch my traffic on my side of the POI, how I arrange my network, I mean, I can run it through ten switches. That's my business. What Intrado is attempting to do is Intrado is attempting to, to dictate to us -- they're basically, they're trying to take ownership of the 911 call all the way from the end user to the PSAP, and 251(c) does not give them that right.

Q Thank you. Could you please go ahead and turn to Page 7, and looking at the response to Number 34(a). Here Intrado asserts that while it is not averse to establishing the POI at the Embarq Selective Router in this instance; however, Embarq is not the appropriate party to dictate the location. Do you agree?

A This is exactly, and this is exactly the point that I made earlier when we talked about cost-shifting. In a normal -- I agree that in a normal 251(c) interconnection arrangement where the CLEC is wanting to exchange local and toll traffic for mutual exchange, the CLEC, there's well-established orders in Florida that says the CLEC is to select the POI on the ILEC network and they can select the POI. So that's clearly established.

The question is whether or not that single POI within the LATA applies to 911. And that's the -- basically my

position is, no, that 911 really wasn't teed up in those dockets, those generic dockets before the Florida Commission. And in my testimony I point to the various FCC orders where the FCC said the selective routers, the normal demarcation point between the public switched network and the Wireline E911 Network. So it makes sense to me that that's where the POI is. And that's -- and since 1996 that's, that's where the POI has been for 911 generally in my experience.

So when I read, and this is what I was referring to, when I read this, this basically told me, okay, what they're saying is they voluntarily agreed to establish a POI at our selective router but they don't believe they should have to. And so what that -- and so what I deduce from that is, well, sometimes later perhaps when this agreement runs out, they could say, okay, Embarq, I know your, your selective router is in Tallahassee or somewhere, but I, I want to, I'm going to choose my POI over here and you have to provision transport from your selective router to this new POI. So that's my, that is my concern with this and, and what I read into it.

Q Thank you. Okay. If the Commission determined, determines that Embarq's proposal for this issue is the appropriate one, what impact, if any, would this decision have on the ability of the consumer to reach 911?

A None that I'm aware of. We all have an obligation to provide 911 calling to our end users.

Q Excellent. The next set of questions concerns -- oh. If the Commission determined that Intrado's proposal for this issue is the appropriate one, what impact, if any, would this decision have on the ability to, the ability of a consumer to reach 911?

A In terms of the impact to the consumer, their ability to call -- 911 calls will flow. We will not block 911 calls. They will flow. The potential impact to the end user is if we're denied the ability to charge the PSAP for these services, we might need to seek a rate increase.

Q Okay. Thank you. The next set of questions that we have concern, Issue 6(b). Do you have a copy of Intrado's prehearing statement for Issue 6(b)?

A Their prehearing statement? I brought my prehearing statement. I do not have theirs. When I saw that, I didn't know -- let me see if we've got a copy of it.

Q No problem. Okay. Well --

A We're not, we're not finding it. I brought ours. I apologize.

Q No.

A I thought I only needed to bring mine.

Q Not a problem. Why don't I go ahead and read it to you and see if that works for you.

A Okay.

Q On Page 13 of their prehearing statement, Intrado

says that, "There are no technical disputes between the parties. The only remaining issue is whether language addressing the parties' rights and obligations when Intrado Comm is the designated 911/E911 service provider should be included in the interconnection agreement."

A Okay.

Q So in an overall, from an overall perspective in Issue 6(b) does Embarq agree that there are no technical disputes between the parties?

A Let me look. I'm looking at my Exhibit JMM-5, Pages 5. And, yes, I agree. There were -- the issues that we had with respect to privacy and record ownership have been resolved. The primary issue there, technical issue was the PAN protocol issue, which has been resolved. So, yes, the primary technical issues that were involved here have been resolved, so it is down to those, the 251(a), (c) issue.

Q Excellent. Thank you. So I'd like to take you through the subparts that Embarq believes should be in a commercial agreement and find out why Embarq believes that a Section 251(c) agreement is inappropriate.

So the first one I'd like to look at is Section 75.2.7(c), and we're going to go ahead and use your Exhibit JMM-9. Oh, 6. I apologize.

A Excuse me. Did you say it's Issue 6 and you're talking about the language at 75.2.7(c)?

Q 75.2.7(c) in your Exhibit JMM-9 on Page 6.

A Yes. Okay. And your question is why should that be in a 251(a) instead of a 251(c)?

Q Yes.

A And I think the issue is not with respect to the language. The issue is in this case Intrado provides the service to the PSAP and we come to them and request interconnection to the PSAP, which is Scenarios JMM-4 and 5. And my reasons that outline under Issue 1 explain why we believe that should be 251(a). So that's, that's really driving. It's not particular with this language. This language is, is, has to do with that scenario, so, therefore, it flows that it belongs in a 251(a) commercial agreement. So that's --

Q So would that be your answer for Section 75.2.7(e) and (f), (h) and (i)?

A Yes. Yes. That's really the reason -- basically we look at the scenario and we say here's the circumstances surrounding this scenario. So we believe that any terms and conditions defining our business relationship under this scenario should be in a commercial agreement. Yes.

Q And if the Commission determines that Embarq's proposal for this issue is the appropriate one, what impact, if any, would this decision have on the ability of a consumer to reach 911?

A No adverse impact.

Q And would that be the same if the Commission determined that Intrado's position was the appropriate one?

A Yes.

Q So the next questions that I have address Issue 7, and the first thing I'd ask is what is your understanding of the dispute between the parties with respect to Issue 7? And if you need me to, I can refresh you with Issue 7.

A Oh, I can, I can look at the issue.

Frankly, Issue 7, I don't really view Issue 7 as really material in this case. Basically the, the language is an opening or introduction to our interconnection section and it effectively says we're going to reciprocally terminate traffic and lists the types of traffic.

You know, as I point out in my testimony, Intrado doesn't really provide local and intraLATA, interLATA toll calling, I mean, for their tariff. And the whole reciprocal nature of 911 calls, the only way it would be reciprocal is if, is if we included scenarios where they provide service to a PSAP, which we're saying doesn't belong in a 251(c). So, frankly, like I said, I don't see this really as material. I see really the meat of the issues are elsewhere and this is just kind of a by-product of those other issues.

Q So your position is that 911 and E911 services are not telephone exchange services; is that correct?

A Yes.

Q And --

A The service -- excuse me. I'm sorry. I apologize.

Q No problem.

A The service is provided, yes, the service that is provide is a PSAP. Yes, ma'am.

Q And you understand -- and do you understand Intrado's position to be that 911 and E911 services are telephone exchange services?

A Yes.

Q Okay. Can you go ahead and look at Page 14 of your direct testimony, Lines 16 through 17? Are you there?

A Yes, ma'am. Yes. Intrado -- yes.

Q Okay. So you state that Intrado does not provide local and toll telephone services as these terms are commonly understood.

A Yes, that is my testimony.

Q And what do you mean by "commonly understood"?

A What I mean by a local call, a local call is, I think everybody, I would say it's commonly understood is I live in Olathe, Kansas. So whenever I pick up the phone and call someone in Olathe, Kansas, that's a local call. It's within my exchange boundary, so to speak. It's a toll call and it's, you know, it's, it's basically I pay a monthly rate for that.

When I make a toll call, I dial 1+ generally and, and

call someone to establish a conversation. And I pay -- I could either pay a minute-of-use charge for it or I could have a flat rate calling plan of some type. But it's a long distance call between foreign points, and that's what I mean it's commonly understood. A 911 call to me is just a totally unique animal.

Q Thank you. I'd like to refer you to the Intrado Witness Cynthia Clugy's rebuttal testimony. If you could look at Page 6.

A Okay.

Q Lines 18 through 22. Are you ready?

A Yes. So Page 6 should -- okay. It's issue 7? Yes.

Q Do you agree with Witness Clugy that Intrado's proposed language would be acceptable in a commercial agreement?

A Reciprocally terminate, yes, I would not have an issue with it being in a commercial agreement.

Q And do you agree with Witness Clugy that the substance of Intrado's language is not at issue, only whether the language should be in a Section 251(c) agreement?

A That's -- yes. As we talked about earlier, the real meat of this is this is a by-product of the other issues, and whether or not the arrangements when they provide service to the PSAP should be in a 251(c) agreement. Yes.

Q Okay. And can you take a look at Exhibit 9 from Intrado Witness Carey Spense-Lenss, which is Embarq's General

Exchange Tariff for Enhanced Universal Emergency Number Service?

A Excuse me. Sorry.

Q No problem.

A I think I sighed a little bit. No, no offense meant. This is long for all of us, I'm sure.

Yes, I have the exhibit in front of me.

Q Okay. And this section references E911 as a telephone exchange communication service; is that right?

A Yes.

Q And in your rebuttal testimony, Page 12, Lines 14 through 16, you state that this language does not apply to a proceeding to establish interconnection rights and obligations under Section 251(c). Can you explain why the tariff language is not applicable when establishing interconnection rights?

A The tariff language, the tariff language that we have here was established several years ago even though the date is 2006 because of a name change. And as I state in my testimony, I'm not, I'm not really sure what the intent of it was and who actually did it. But the primary issue here is whether or not the services that Intrado provides are the same as what Embarq provides and whether or not the characterization in Embarq's tariff is correct.

The fact that we put it in the tariff does not mean that it is a correct assessment, frankly. And I think that's

what I'm calling into question here is that it's likely not a correct assessment of the nature of the traffic.

And then, secondly, I think you -- while the services that Intrado provides are similar, we talked earlier about the fact that they're providing IP-enabled services and perhaps other capabilities that we're not, I'm not sure that they are exactly the same. So the fact that we've got it here is certainly something to be considered, but I don't know that it mandates a certain determination.

Q If Intrado were to claim that the services it will be providing are the same as those provided by Embarq, would it be entitled to a Section 251(c) interconnection with Embarq?

A I guess that's a hypothetical, I view that as a hypothetical question that is -- I'm not sure that it's really relevant in the sense that when I look at their testimony and their depiction and diagrams, I don't see them as the same.

Q Okay. And if we could take a look at your rebuttal testimony on Page 18, Lines 18 through 19.

A Let's see. Excuse me. Did you say 18 and 19 or Page 18 and 19?

Q Page 18, Lines 18 and 19.

A Yes.

Q Can you please explain why viewing PSAPs as end users does not support the suggestion that Intrado originates 911 calls?

A Well, the originator is the person that picks up the phone and dials 911. And all of those calls terminate to the PSAP, so the PSAP receives the call. So I'm not -- I guess that's all I'm saying there is I don't see how they could originate, be the originator of the call.

Q Okay. Let's go ahead and take a look at your direct testimony on Page 57, Lines 7 through 21.

A 57?

Q 57, that's correct, in your direct testimony.

A And which lines, please?

Q 7 through 21.

A Okay. I'm there.

Q Okay. Here you testified that the terms proposed by Intrado at 72.14 are specific to the scenario where Intrado is designated by the PSAP as the primary 911 provider and Embarq must obtain access to Intrado's Wireline E911 Network. In this scenario, can you briefly tell me why the proposed language should be in a commercial agreement pursuant to 251(a) of the Telecommunications Act?

A My response is the same as when we talked about, I believe it was Issue 6 earlier. The issue is -- and whether or not I said 251(a) commercial versus 251(c) agreement has to do with the fact that Intrado is providing service to the PSAP, we're the requesting carrier and so forth and so on, all of those other issues, all of those other reasons I gave

previously. And so any business relationship, which is basically what this is, we would order services from them. So it's any, any business terms and conditions that follow or flow from that scenario belong in a 251(c) -- (a) agreement. I'm sorry. So that's really -- where you'd have to go is all the way back to Issue 1.

Q Okay. Thank you. And let's go back to when you were talking about interselective routing. How is an interselective routing transfer currently handled by Embarq?

A Interselective routing, if you look at our tariff, it's basically offered as -- I think we have two or three forms of transfer arrangements that we offer. And so effectively when we -- the PSAP establishes services or they can add it later on. The PSAP that we provide selective routing to would contact us and they would say we want, we want this form of transfer. And generally they would, they would transfer, want to transfer a call to a neighboring PSAP. And so how that normally flows from my understanding is that the two PSAPs agree to transfer calls from one to the other. They agree, you know, about the process, how that will occur, the business rules, if you will, how that will occur. When a PSAP receives a transfer of a call from another PSAP, they need to know that it's happening and they need to train personnel on it.

So effectively the, the PSAPs would, would be in agreement that this is going to occur, and then we would, we

would contact the, the other PSAP's 911 provider, be it, say, an AT&T or whoever, and then we would, our engineers would work with their engineers and we would make it happen.

Q Thank you. So can you describe for me the differences between the Embarq Legacy 911 Environment and the Intrado Intelligent Emergency Network?

A I do not know the specifics of their components. I mean, in the -- or necessarily all of our components. I mean, at a very high level one of the primary differences that we have is, is that we are not IP-based. We do not -- I believe that the selective routing function -- I'm sorry. The query for the, to the ALI database is actually a separate frame circuit, frame relay circuit, I believe, or broadband circuit from the PSAP to the, to the ALI database. So the voice is delivered over one path and the ALI is a separate path. I believe in Mr. Hick's testimony, in their diagrams they say that they're, it's all delivered over the same network, they're not separate networks. But I really can't speak to all the technical differences between them.

Q Okay. What, if any, network additions and rearrangements or changes would Embarq have to implement to meet the desired interconnection arrangements proposed by Intrado?

A The, the modifications to the, to the extent we would need to establish any transport or any trunking between us and

Embarq, I mean, I'm sorry, between us and Intrado would obligate us to establish the transport, you know, facilities between us and, and them.

Let me go back. If we implemented -- let me ask the question because I started answering and I need to -- are you basically saying if we, if we did, if we had to implement what Intrado asked us to do?

Q Yes. That's correct.

A Yeah. I apologize. I just wanted to go back and verify that.

So if we did it as Intrado is requesting, we would have to establish multiple transport routes between our, our facilities and their facilities. If we did it exactly the way they wanted it, we would have to implement class marking in our central offices where there were split wire centers, which I've gone through in my testimony in some detail about what that'll entail and how expensive that would be to us. So there's a significant cost to us to implement class marking and significant time in which to do it.

And then we would have to establish the transport routes between all of our locations and their locations at some cost to us. And since they're asking for direct end office trunking, we would have -- and diverse trunking, I do not know how many central offices we would have in Florida. Certainly it would affect any central office, their PSAP. But to the

extent their business grows and they get more PSAPs -- anyway we would have to, that would grow in accordance with that.

In implementing class marking, you've got a huge embedded base that you would have to roll, that you would have to convert. Today we're doing the decision-making at the selective router. We'd have huge modifications of our translations tables, huge modifications of the embedded base, significant programming changes. And without going into much more detail, there are significant changes to us and costs to us for implementing what they're asking, and that's obviously why we're in an arbitration proceeding today.

Q Thank you. And where does Embarq currently stand with Next Generation 911 provisioning capabilities in the State of Florida?

A From my understanding, our, our, we certainly have many people there in Florida that are actively engaged in, in following the, the trends of the industry, and I believe there are several committees and things that our experts are sitting in on.

With respect to -- and we're tracking, obviously meeting with vendors, CPE vendors and different vendors of equipment in terms of where they stand on developing the Next Generation capabilities. We are, I believe today we have, as I mentioned earlier, the three selective routers. I was, I understand that we're in the process of creating some redundant

routing. I'm not sure if it's all three. I think two of the three routers we are, we are basically creating redundant routing, which is one of the aspects of the Next Gen. It's not really more of a technology, it's a design. So we are putting in some redundant routing and backing up some of the, the selective routers.

We are in Florida. Obviously we do a lot of IP, saw a lot of IP and Ethernet and MPLS, so -- and we are putting in IP facilities throughout Florida. So to us, those are the types of facilities that will be, are best utilized for the Next Gen is IP connectivity all the way from the PSAP back.

And, and as far as actually providing, we're not providing IP right now to a PSAP, but we are certainly investigating and looking at that today. So that's where we stand today from what I understand.

MS. TAN: Thank you, Mr. Maples. At this time staff has no further questions for Mr. Maples and would turn it over to Intrado for their questions.

MS. KISER: Thank you, Ms. Tan or Tan. Sorry about that.

MS. TAN: That's all right.

MS. KISER: Just a couple, Mr. Maples.

MS. TAN: Chérie, can you introduce yourself for the court reporter, please?

MS. KISER: Sure. I'm sorry. This is Chérie Kiser

with Cahill, Gordon and Reindel on behalf of Intrado Communications, Inc.

Does the court reporter need me to spell that or do they have the information from the prehearing order?

MS. TAN: She's good. Thank you very much.

MS. KISER: Okay. Thank you.

EXAMINATION

BY MS. KISER:

Q Mr. Maples, is Embarq an active participant of the NENA Next Generation Program?

A I do not know.

Q Okay. Thank you. Earlier you were asked some questions regarding the commercial agreements. The ILEC to ILEC agreements, those are the commercial agreements; is that correct?

A The ILEC to ILEC agreements, I believe in my testimony -- we call them commercial because they're effectively, as I say in my testimony, I believe oral agreements between us and Verizon and AT&T.

Q So the terms and conditions of those agreements are not, they're not, haven't been put to paper; is that correct?

A Not to my knowledge, no, ma'am.

Q So would the pricing with respect to those agreements be available anywhere?

A From my understanding we don't bill each other

anything. There is no pricing involved.

Q Oh, okay. Okay. Thank you.

Do you, do you know, are fiber routes being placed to the PSAPs that Embarq serves?

A I, you know, we've got a lot of fiber in Florida. I'm not aware of -- let me answer it this way. I'm not aware of any specific like construction program where we're doing that, but I'm not privy to everything that we're, that we're doing.

Q Okay. Thank you. With respect to a question asked earlier, do you know whether Intrado intends to charge for downloads of the MSAG?

A Ms. Kiser, I would need to look at what Tom, what Tom filed on his exhibit. I mean, I know I looked at that. If it's, if it's not on the exhibit that Tom filed on his, that Mr. Hicks filed on his testimony, I would say I don't know what the price is and if at all.

Q Okay. So you don't know whether they'll charge for MSAG downloads?

A No, I don't recall right now.

Q Thank you. All right. One second, please.

On Pages 3 and 4 of your testimony, Line 25, to Page 4, Line 1, you indicate that competitive markets are good for consumers; correct?

A Is this, is this my direct testimony?

Q Yes. I apologize.

A Okay. Page, Page 3 and --

Q At the bottom of 3 carrying over to 4.

A Okay. Yes, I do. Yes, ma'am.

Q And do you, or can you tell me what proportion of the market Embarq serves in its serving territory?

A And when you say market, are you specifically talking about --

Q Specifically Florida, the Florida serving territory. You know, frequently carriers provide annual reports that reflect the proportion of market share that they have in their particular territory. So do you know if that would be 99 percent?

A I, I -- part of it -- I'm assuming when you say market, I didn't know if you meant like the total local exchange market, long distance market or whatever, but I'm not familiar with what we have on file in Florida.

Q Okay. Or what proportion of the market that you do serve from a local exchange perspective?

A No, ma'am. I don't know.

Q Okay. Do you agree that of the local exchange customers that you do provide services to, they are connected to the public switched telephone network via Embarq?

A Yes, ma'am. We have many private line services, so I'm assuming that what we're talking about is the normal voice,

yes, service. And, yes, they're connected to the PSTN through us. Yes, ma'am.

MS. KISER: Okay. Thank you. I just don't want to repeat anything that we've already covered. Bear with me one second here, please.

That's all the questions we have for Mr. Maples.

MS. TAN: All right. Embarq, if you'd like to --

MS. MASTERTON: Okay. Yeah. I have a couple of redirect. This is Susan Masterton and I'm representing Embarq Florida, Inc.

EXAMINATION

BY MS. MASTERTON:

Q Mr. Maples, do you recall in questioning from Ms. Tan you indicated that you believe that Embarq has an obligation to connect our, our 911 callers to Intrado's selective router if it was located in Miami?

A Yes, ma'am, I do.

Q What is the source of that obligation for Embarq?

A I responded to that in the context of we had agreed to do that under a commercial agreement under 251(a), and it's consistent with the FCC orders and everything I've quoted where that's the normal demarcation point. But my response was not in the, was not in the context of a 251(c) agreement. I do not believe we have that obligation in a 251(c) arrangement.

Q Thank you. And also do you recall you had some

questioning from Ms. Tan about whether -- other carriers where Embarq used class marking for 911 routing of calls today?

A Yes, ma'am. Yes, I do.

Q Does Embarq use class marking in Florida to route 911 calls today?

A Not to my knowledge. In my testimony I testify that we use selective routing and split wire center scenarios.

Q Do you know of any other ILECs in Florida that use class marking to route 911 traffic today?

A No, ma'am. I don't really have any personal knowledge of that.

Q So in your personal knowledge do you know of any carriers in Florida today who use class marking to route 911 traffic?

A No, ma'am, I do not.

MS. MASTERTON: And that's all I have. Thank you.

MS. TAN: Excellent. Well, I think this would conclude the direct testimony, I mean, the deposition for Mr. Maples.

(Deposition concluded at 11:23 a.m.)

ERRATA SHEET
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IN RE: DOCKET NO. 070699-TP
NAME: JAMES M. MAPLES
DATE: June 24, 2008

PAGE	LINE	CHANGE

Under penalties of perjury, I declare that I have read my deposition and that it is true and correct subject to any changes in form or substance entered here.

DATE

JAMES M. MAPLES

STATE OF FLORIDA)
: CERTIFICATE OF REPORTER
COUNTY OF LEON)

I, LINDA BOLES, CRR, RPR, Official FPSC Commission Reporter, do hereby certify that I was authorized to and did stenographically report the foregoing deposition at the time and place herein stated.

I FURTHER CERTIFY that this transcript, consisting of 67 pages, constitutes a true record of the testimony given by the witness.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED THIS 1st day of July, 2008.

Linda Boles

LINDA BOLES, CRR, RPR
Official FPSC Hearings Reporter
850/413-6734

CERTIFICATE OF OATH

STATE OF FLORIDA

COUNTY OF LEON)

I, the undersigned authority, certify that James M. Maples personally appeared before me at the deposition conducted by Staff of the Florida Public Service Commission on June 24, 2008, in Docket No. 070699-TP, re: Petition by Intrado Communications, Inc., for arbitration of certain rates, terms, and conditions for interconnection and related arrangements and was duly sworn by me to tell the truth.

WITNESS my hand and official seal in the City of Overland Park, County of Johnson, State of Kansas, this 24th day of June, 2008.

Debra K Smith

Notary Public

State of Kansas

Personally Known XX OR Produced Identification _____.

Type of identification produced _____.

My commission expires June 29, 2009.

DEBRA K. SMITH NOTARY PUBLIC STATE OF KANSAS

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PAGE	LINE	CHANGE
7	19	Strike the word "The"
8	6	Change "supervise" to "summarize"
9	1	Add the phrase "of the CLEC" after the word size and before the comma
9	11	Change "Eng" to "TAN"
14	12	Strike the word "So"
15	24	Add the words "services number" after the word "emergency"
16	10	Strike the phrase "it's very much -- there's"
16	12	Add the phrase "creating a database"
		~~after~~ after the first "of"
16	16	Add the word "costs" after the word "their"
25	10	Change the word "in" to the word "that"
25	19	Strike the word "they"
29	6	Strike the phrase "We see that service --"
29	16	Replace the word "it" with "911"
29	23	Strike the word "if"
30	20	Add the word "it" after the word "at"
31	22	Change "251(a)" to "251(c)"
32	18	Change the word "or" to "are"
32	21	Change "IE end" to "IEN"
32	22	Change "their" to "our"
9	17	Strike the response ~~after~~ after the word "basis" to the end of the response on line 22.
40	4	Change the word "needs" to "meets"
48	4	Change "selective routers," to "selective router is"

Under penalties of perjury, I declare that I have read my deposition and that it is true and correct subject to any changes in form or substance entered here.

July 8, 2008
DATE

James M. Maples
JAMES M. MAPLES

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NAME: JAMES M. MAPLES
DATE: June 24, 2008

PAGE	LINE	CHANGE
50	13	Change "PMS" to "PAM"
52	17	Change "to" to "from"
53	23	Change "toll" to "local"
60	25	Add the phrase "needing connection to" after the word "office"
62	7	Change the word "saw" to "sell"
67	7	Change the word "and" to "in"

Under penalties of perjury, I declare that I have read my deposition and that it is true and correct subject to any changes in form or substance entered here.

July 8, 2008
DATE

James M. Maples
JAMES M. MAPLES

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: Thomas Hicks

PARTY: Intrado

DESCRIPTION: Transcript and errata, if any, from the deposition of Intrado witness Thomas Hicks

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 8
COMPANY FL PSC Staff
WITNESS Thomas Hicks (Depo-2)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # DEPO-2

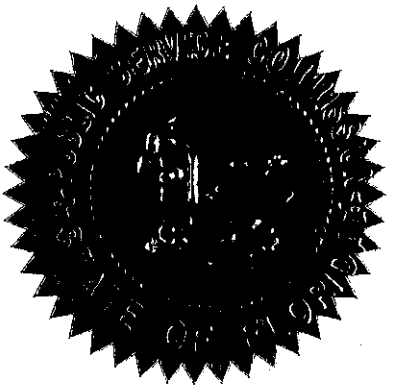
BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 070699-TP

In the Matter of

PETITION BY INTRADO COMMUNICATIONS, INC. FOR ARBITRATION OF CERTAIN RATES, TERMS, AND CONDITIONS FOR INTERCONNECTION AND RELATED ARRANGEMENTS WITH EMBARQ FLORIDA, INC., PURSUANT TO SECTION 252(B) OF THE COMMUNICATIONS ACT OF 1934, AS AMENDED, AND SECTION 364.162, F.S.

_____/



TELEPHONIC DEPOSITION OF: THOMAS HICKS

TAKEN AT THE INSTANCE OF: The Staff of the Florida Public Service Commission

PLACE: Room 380D
Gerald L. Gunter Building
2540 Shumard Oak Boulevard
Tallahassee, Florida

TIME: Commenced at 2:00 p.m.
Concluded at 4:30 p.m.

DATE: Wednesday, June 25, 2008

REPORTED BY: JANE FAUROT, RPR
Official FPSC Reporter
(850) 413-6732

PARTICIPATING:

CHÉRIE R. KISER, ESQUIRE, Cahill Law Firm, 1990 K Street N.W., Suite 950, Washington, DC 20006, representing Intrado Communications Inc.

SUSAN S. MASTERTON, ESQUIRE, Embarq, Mailstop: FLTLHO0102, 1313 Blair Stone Road, Tallahassee, Florida 32301, representing Embarq Florida, Inc.

PHILIP CARVER, ESQUIRE, AT&T Florida, c/o Mr. Gregory Follensbee, 150 South Monroe Street, Suite 400, Tallahassee, Florida 32303-1561, appearing on behalf of AT&T Florida.

LEE ENG TAN, ESQUIRE, FPSC General Counsel's Office, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, appearing on behalf of the Commission Staff.

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NUMBER:	ID.	ADMTD

(No exhibits.)

P R O C E E D I N G S

MS. TAN: Intrado, can your notary public please administer the oath to Mr. Hicks? I'm sorry, no.

Actually, can just state for the record that your notary has administered the oath?

MS. KISER: Yes. The notary has administered the oath to Ms. Clugy and Mr. Hicks, and that documentation is with the Florida PSC as we speak.

MS. TAN: Okay. And for the record, have the parties read and agreed to the standard stipulation?

MR. CARVER: Yes, I have.

MS. KISER: Yes.

MS. MASTERTON: Yes, for Embarq.

MS. TAN: Okay. I will go ahead and read that stipulation into the record. It is stipulated that this deposition was taken pursuant to notice in accordance with the applicable Florida Rules of Civil Procedure; that counsel present stipulate that the witness is the person he identified himself as; that objections, except as to the form of the question, are reserved until hearing in this cause; and that reading and signing was not waived. It is also stipulated that any off-the-record conversations are with the consent of the deponent.

THOMAS HICKS

was called as a witness and, after being duly sworn by the

Notary Public, testified as follows:

DIRECT EXAMINATION

BY MS. TAN:

Q Okay. Good afternoon, Mr. Hicks. Again, my name is Lee Eng Tan, and I am an attorney with the Commission. And I will be taking your deposition this afternoon. And in this deposition I will ask you questions, and your answers will be recorded by Ms. Faurot, the court reporter here with us this afternoon. You understand that you will need to speak up and to give oral answers that are clear.

A Yes.

Q And it is very important that you understand the questions and give accurate answers, so if I ask a question that you don't understand for any reason, please ask me to rephrase the question. Okay?

A Yes, thank you.

Q And where possible I would also request that you provide first a yes or no answer and then explain where necessary.

A Yes.

Q Excellent. Thank you very much. Could you please tell us your name?

A My name is Tom Hicks.

Q Okay. And who are you employed by, please?

A I am employed by Intrado Communications,

Incorporated.

Q Okay. And what is your current job title?

A My current job title is Director, Carrier Relations.

Q And could you please give a description of your job?

A Yes. I am responsible for negotiating interconnection with all carriers for interconnection to our 911/E911 emergency selective routing network.

Q And do you know which services Embarq is currently providing to Intrado, Inc.?

A I'm sorry, can you ask that question again?

Q Sure.

Do you know which services Embarq is currently providing to Intrado, Inc.?

A No, not all services. I know that there are some services between Intrado, Inc. and Embarq, but I don't know all the services that they are providing.

Q Okay. And of the services that you are aware of being provided to Intrado, Inc., do you know which services are Intrado Comm requesting in this proceeding?

A Intrado Comm is not requesting any of the services that are provided by Intrado, Inc.

Q Okay. And what services is Intrado Comm requesting that are not provided -- that are not currently provided by Embarq to Intrado, Inc.?

A Intrado Comm is basically requesting the opportunity

for interconnection for the purposes of providing telecommunications exchange services to public safety answer points, and basically is intending to providing a service that will directly compete with the 911 offering provided by Embarq.

Q Okay, thank you very much. Mr. Hicks, can you please provide a general overview of Issue 1, and what you believe the disputes are between the parties on this issue and its subparts?

A Certainly. Yes. It is my understanding that Issue 1 basically centers on whether Intrado Communications is entitled to interconnection under 251(c) where Intrado Communications is the 911 selective routing provider of services. It is also, I believe, an issue that apparently there is some expectation that where Intrado is seeking interconnection between selective routing systems, there is some belief on the part of Embarq that that is not considered to be 251(c). Intrado, of course, perceives the services that we intend to offer as most definitely being 251(c) type services and has sought interconnection under those rules.

Q So in deciding if a particular interconnection arrangement, term, or condition should be captured in an interconnection agreement under 251/252 of the Act, as opposed to a commercial agreement, what should the Commission consider?

A The Commission needs to consider the fact that what Intrado Communications is providing is a competitive

telecommunications exchange service that does qualify under 251(c), that we are seeking access to the public switched telephone network on equal terms and conditions as currently afforded others, specifically, the ILECs today, and that the ILECs most definitely have superior bargaining power to Intrado when it comes to establishing any interconnection between the networks or, for the purpose of their end users, to reach public safety answer points served off of Intrado Communications' network.

A big portion of the issue, as I understand it is, of course, that there are specific aspects of 251(c) that perhaps others may believe do not support Intrado's rights to access under those provisions. However, Intrado firmly believes that pursuant to the Act and as a competitive provider of 911, that we are entitled to the same interconnection arrangement when Intrado Comm serves as the wireline network provider that is afforded Embarq when they are the wireline 911/E911 network provider.

Thank you.

Q Okay. And what about a party's claim that its network may be superior, should that be considered?

A Whose network may be superior? I need clarification on the question, please. I'm not certain I understand the question.

Q If either party were to claim that its network were

superior, should the Commission consider that in determining whether or not a particular interconnection agreement, term, or condition should be captured in an interconnection agreement as opposed to a commercial agreement?

A I would believe that would probably be appropriate to consider whether one's network offering will afford more flexibility and functionality and is considered technically superior as to whether it should be entitled to 251. A party who has new feature functionality and more advanced capabilities could be precluded from entering the marketplace if the existing incumbent providers do not bargain in good faith.

Thank you.

Q Okay, thank you.

Do you believe that the FCC has made any specific pronouncement regarding whether the 911 network is a telecommunication, or information service, or something else for regulatory purposes?

A I honestly don't know for certain whether they have made any specific provisions. But we do envision that 911 is a telecommunications exchange service. I just don't know specific cites for that at this point, but I'm pretty certain that the FCC has perceived the services that we intend to provide as being services that would be covered under 251(c).

Q All right. Could we go ahead and look at your direct

testimony, and if you could pull up Page 5. In your direct testimony you discuss some of the differences between Intrado Comm's network and Embarq's network. Do these differences have any relevance on whether interconnection should be under a commercial agreement or a 251(c) agreement?

A I'm sorry, where specifically on Page 5 were you looking at? Can you tell me which line and paragraph? Where we talk about the differences between Intrado Comm's next generation 911 network?

Q Yes, that is correct.

A From Intrado's perspective, it's an ILEC-to-CLEC type of arrangement. The functionality being provided is in many ways an equivalent functionality from the standpoint of the services being offered by Intrado are basically the equivalent selective routing services that are currently being delivered by the incumbent LEC today. Of course, there are additional features and functionalities that are unrelated to 251(c), but as far as the actual need for interconnection, again, we perceive what we are offering as being a competitive 911 service offering. And, further, we believe the interconnection provisions being sought by Intrado are consistent with public safety and community expectations in the law. So I'm not certain if that fully answered your question or not, so I guess I will conclude my response on that question.

Q Thank you.

You also discuss that E911 consists of three integrated components, and that attempting to segregate any of the functions from the others would significantly diminish the viability and reliability of 911 services. For regulatory purposes, would segmenting these components diminish the reliability of the 911 service?

A Clearly, 911 is a service offering that basically involves components of both voice and some information components. And if any one of the parts are removed one cannot have an effective E911 system. You know, the information that is required to make selective routing decisions so that calls get to the appropriate PSAP are data elements that must be considered and must be provided hand-in-hand with the voice technology so that the calls can both route properly as well as present to public safety a display of caller location and call back number information so that an appropriate response can be delivered.

Of course, those three components that we talk about include both the selective routing functionality, in essence, a selective routing switching fabric of some type, as well as the network that is established from the selective router to the public safety answer point. And then, thirdly, it includes the presentation of ALI to the call taker. If any one of those components are not available, then one cannot provide a call or deliver a call to the appropriate selective router, nor will

one be able to respond to the caller's location effectively and in a responsive manner, an expedited manner without that detail being presented.

Thank you.

Q Thank you.

Can you please turn to Page 13 of your direct?

A Okay.

Q Here you assert that to the extent applicable the terms and conditions governing the application of rates and charges be reciprocal. Could you explain what you mean by this, and also explain the basis for your assertion?

A Well, clearly, the service that Intrado intends to deliver is equivalent, or I should say very similar to the same services that are being offered and afforded by the -- or I should say being provided by the incumbent LECs today making it a very competitive condition. What we are saying in this particular comment is that the terms and conditions governing whether they are the provider or we are the provider should be reciprocal and should apply to both equally regardless of which one is the actual designated provider of 911 service to the public safety entity. Thank you.

Q Can you go ahead and turn to Page 16 of your direct testimony, and look at Lines 8 through 14. And here you discuss the FCC statement that an ILEC interconnection arrangement with another ILEC is evidence that a particular

interconnection arrangement is technically feasible. Did the FCC statement that these technically feasible interconnection arrangements must be made available under Section 251(c) only?

A It did under 251(c). I don't know if I would say only, but to my knowledge that is the only place that I am aware of.

Q And what about how these arrangements should be priced?

A Let me look at the -- I believe where it is talking about where it should be priced we are talking about the components of 251(c), which, once again, avails both UNE pricing as well as TELRIC rates for interconnection purposes.

Q Okay. And on that same page you note that Intrado Comm is seeking the same types of arrangements that Embarq utilizes for interconnection with other providers of 911 services and for itself. Could you please be more specific and identify the arrangement and with whom Embarq is doing that with now?

A It's my understanding, based upon the discussions I have had with both Embarq and other ILEC personnel, that Embarq has current arrangements where they are the network 911 selective routing provider where they have agreed with -- orally agreed, it's my understanding it is not documented, but they have agreed with other ILECs to establish points of interconnection between the networks as well as between the end

users of their services to the respective Embarq selective router location. And for the most part they have established and the industry has pretty much adopted the selective router as being the point of interconnection. All CLECs are basically required to terminate to the selective router location of the respective selective router provider, whether that provider is Embarq or whether it is another ILEC.

And what Intrado Communications is seeking is basically those same equivalent arrangements, and that is where Intrado Communications is the 911 selective router provider we would look for CLECs and ILECs to terminate on our selective router at our point of interconnection on our selective router. Which is, like I said, pretty much consistent with the way the industry has handled selective router interconnection arrangements between the ILECs and the CLECs. Thank you.

Q Okay. Let's go ahead and look at your rebuttal testimony, and if you could turn to Page 8. And here you state that the FCC defines interconnection as the linking of two networks for the mutual exchange of traffic. Do you believe that all interconnection must be made available under 251(c)?

A We're having a hard time finding the document, the rebuttal, my rebuttal. If you will standby for a moment.

Q Okay.

MS. KISER: Bear with us one second.

MS. TAN: No problem. And that is Page 8, and we are

looking at Lines 12 through 14.

MS. KISER: I'm sorry, Ms. Tan, what was the page number, again?

MS. TAN: If you look at Page 8, and Lines 12 through 14.

BY MS. TAN:

Q And the question is do you believe that all interconnection must be made available under 251(c)?

A Between the ILEC and Intrado Comm, yes.

Q Okay. And when Intrado Comm is chosen by a PSAP to provide 911 services in a particular area it would need to interconnect or exchange traffic with all telecommunications providers serving that area, is this correct?

A Yes, it is.

Q And would Intrado enter into some type of reciprocal agreement with those various carriers?

A Yes, we would, and fully intend to enter into agreements with each respective telecommunications service provider.

Q Can you go ahead and look at Witness Maple's rebuttal testimony?

A Okay.

Q And if you could look at Page 24, Lines 11 through 20.

A All right. Give me a moment, please.

Q Take your time.

A Okay.

Q Okay. And do you believe that there is a need for the Florida Public Service Commission to review 911 matters on a generic basis?

A Yes, I believe there probably is a need to do it on a generic basis when one is looking into future next generation 911. In this particular application, although we are using IP based technology, the basic service, though, is 911. It's the equivalent service that is being delivered today, just over a different technology. So from the standpoint of is there a need to hold off on making decisions relative to something like we are discussing today, no, I would not think that there should be a need to await any decisions or any further review at a Commission level. But I think we would be supportive of the Commission initiating efforts to look at the long-term view of 911 and how networks will shape up, yes.

Q Okay. Can you look at Page 25?

A I'm looking at it. Thank you.

Q And beginning on Line 17. Witness Maples states that Intrado Comm does not need to interconnect with Embarq's network in order to provide wireline 911 service to a PSAP. Do you agree with Witness Maples?

A I'm trying to see where it says that. No, I don't agree. I believe we do have a need to interface with Embarq's

wireline network. Their PSTN end users will need access to our 911 system where Intrado Comm delivers the service. And, furthermore, for public safety entities that step out of the existing incumbent 911 selective router offering, if there was an inability to have interconnection between the 911 networks that are established, both Intrado Comm's and Embarq's, there would be a loss of functionality to be able to transfer calls via the native wireline E911 network, and that would be an unacceptable solution for most public safety providers that would like to utilize the services of a competitive 911 service provider.

So I think it is crucial, and it is valid that there is a need to interconnect between our networks and between their end user subscribers, and that 251(c) is the appropriate vehicle, and this interconnection agreement is the appropriate vehicle for that type of interconnection.

Q Thank you. My next set of questions are going to be on Issues 3(a) and (b). And did you file rebuttal testimony on this issue?

A Give me a moment, please. Yes, we did reply in my rebuttal on 3(a).

Q Okay, thank you. Could you go ahead and look at Mr. Maples' rebuttal testimony.

A Okay.

Q And if you could turn to Page 44, and look at Lines

13 through 15.

A Okay.

Q Does Intrado agree that the terms of Section 251(c) do not obligate Embarq to establish POIs on Intrado's network?

A No, we do not. We believe that the provisions -- and, again, I'm not an attorney, but it's my understanding that the provisions of 251(c) also grant Intrado Communications the right to have access on equivalent and in parity with -- or I should say at the quality that is afforded to Embarq, Embarq's affiliates, and as well as any interconnections they have established with other parties.

And, specifically, once again, the types of interconnection we are seeking comes back to the discussion that I had a moment ago where I mentioned that the POI is typically at the selective router location for 911 traffic. Even though there are other POIs in the network, the ILEC when they are the provider establish the selective router location as the POI. And where Embarq is the provider of those services, we have no issues with connecting to their selective router as the point of interconnection.

However, where Intrado is the provider, we would envision that the same concept and the same approach and the same equivalent types of services arrangements that the ILECs have amongst themselves would be extended and afforded to Intrado, and that Intrado would then establish the POI, point

of interconnection at Intrado's selective router access location.

Q So does Intrado agree that Section 251(c) obligates the requesting carrier to select a POI within or on the ILEC's network?

A Could you restate that one more time, please?

Q Does Intrado agree that Section 251(c) obligates the requesting carrier to select a POI within or on the ILEC's network?

A Yes. But in many cases the CLEC has the option to select where on that network that point of interconnection must be. And it would not typically -- you know, the discussions there have centered on the issue that for non-911 traffic there are alternative points of interconnection that could be selected, and that that decision is left up to the respective CLEC to actually select the POI in that scenario.

My other discussions were focused purely on 911 traffic and the 911 interconnection. So that's basically my response to that.

Q Thank you.

If you could continue to look on Page 44, but this time looking at Lines 17 through 21.

A Okay.

Q Does Intrado agree that geographically diverse routes are at the option and expense of the entity establishing those

routes?

A I would say that we would agree that given our understanding of the rules and the laws that the connecting party has a choice as to whether they will deploy in a diverse manner to more than one point of interconnection. You know, however, we would also say that is not in the best interest of public safety to do that. Where there are diverse options, options for diversity, one should take advantage of those options.

But, again, in response to your question, no, we do not believe that 251(c) obligates any provider to connect to diverse points of interconnection today.

Q Go ahead and flip the page to Page 45 and take a look at Lines 1 through 5.

A Okay.

Q Does Intrado agree that when Embarq is the provider of the wireline E911 network, the POI is at Embarq's selective router?

A Yes.

Q Okay. Go ahead and take a look at your direct testimony Exhibit Number 9.

A Direct?

Q I'm sorry, Mr. Maples' direct testimony.

A Oh, Mr. Maples' direct?

Q JMM-9.

A Okay.

Q Okay. Have Intrado and Embarq reached agreement on Section 55.2.1(a), Page 3?

MS. KISER: What issue is that, do you know?

THE WITNESS: 55.2.1(a)?

Q Page 3, and it's Section 55.2.1(a).

A Yes, we have reached agreement.

Q Okay. And have Intrado and Embarq reached agreement on Section 55.2.1(c)?

A It doesn't appear like we have. Embarq has indicated that they cannot agree to include -- I mean, although they agree to delete their language, and I think we got some agreement on the language, the issue is that Embarq still believes this is not appropriate for our 251(c) agreement. So that said, I would say the answer is no, we have not reached agreement.

Q Okay. And have Intrado and Embarq reached agreement on Section 55.2.1(d)?

A I think we have, but I'm just wanting to confirm it. If I can give me just a moment to confirm that.

Q No problem.

A From my documents it appears like we did reach agreement on what Embarq has proposed, subject to check.

Q Okay. That's fine. Have Intrado and Embarq reached agreement on Section 55.2.4?

A We're going through our matrix, and the matrix we have shows open issues, and these issues are not on there. So I'm going to say, again, that I believe we have reached agreement subject to checking.

Q Okay. Thank you.

Let's go ahead and look at Intrado's response to Staff's Second Set of Interrogatories, and if you could turn to Number 27.

A Okay. I've got it in front of me.

Q Okay. Your response asserts that it is in the public interest to require a minimum of two geographically diverse POIs typically regionally diverse for the mutual exchange of traffic between 911 networks.

A Yes.

Q Intrado further asserts that requirement complies with the 911 network recommendation of the FCC chartered NRIC council.

A Yes, ma'am.

Q Can public interest play a real in Section 251(c) arbitration?

A Absolutely public interest has role in this criteria. Clearly in a state that is prone to some of the severe weather that Florida experiences, geographic diversity for access to public safety is of paramount concern. And by employing a network that is geographically diverse on a regional basis, not

just within a small area, but across the state, it's in the best interest of public safety from the standpoint of it will ensure the greater likelihood that 911 communications will still be existing even after a severe event of weather or some other type of event that might take down a simplex single interconnection. So, yes, we believe it is most definitely in the interest of the public to ensure that 911 communications are reliable and resilient from the standpoint of service affection or the potential for service affection. Thank you.

Q Okay. Is requiring a minimum of two geographically diverse POIs, typically regionally diverse, for mutual exchange of traffic between 911 networks an appropriate determination in a Section 251(c) arbitration?

A Yes.

Q Why?

A Well, again, the establishment of redundancy is one aspect that is typically required in almost all states that employ 911 services, and the ability to do it in a diverse manner increases the reliability of the service and the likelihood that the service will be deployed in an effective manner. So it is important that diversity be obtained and maintained wherever possible.

And, again, if we are talking about the interconnection, and the diversity that we are talking about of facilities are those that connect ILECs to CLECs and,

therefore, you know, it's still perceived as being a part of 251(c), and as well as to be equal in quality to those services where ILECs have already employed some level of diversity and redundancy. Thank you.

Q Thank you. Can recommendations of the Network Reliability and Interoperability Council play a part in Section 251(c) arbitrations?

A Well, they certainly should be considered in any interconnection agreement, and the intent of most of the industry -- many members of the industry, including most of the ILECs, are participants to NRIC, or to the Network Reliability and Interoperability Council efforts to establish best practices. And it's important that the best practices that are identified by the NRIC initiatives are adopted by industry and, where possible, integrated right into interconnection arrangements and interconnection agreements.

Q Thank you.

Can you go ahead and turn to Response Number 31, and that should be on Page 5.

A Response 31?

Q Yes, Number 31. Number 31 on Page 5 of Intrado's responses to Staff's Second Set of Interrogatories.

A I have that in front of me.

Thank you.

Q Will all three RCL gateways be located in Florida?

A Intrado's current deployment plans are to have a minimum of two within every state where Intrado provides 911 services. So whether all three would be within the state of Florida is undetermined. That type of information has to be analyzed, and there are many factors that go into determining where RCLs will be located. But Intrado Comm's position is to have a minimum of two of these RCL locations located within the state of Florida.

Clearly, you know, Intrado's network is a national network in scope from the standpoint of providers that have switching fabrics outside of the state serving parties within the state, serving end users within the state, may find it beneficial and more economical for them to connect to out-of-state Intrado Communications RCL devices. So that gives them even more regional diversity options, and they may even find it more economical to connect at a place outside of the state, even though their end users are within the state.

Q Thank you.

Can you go ahead and turn to Page 8 and look at Number 36.

A Yes, ma'am.

Q And when Intrado is the 911 service provider, does Section 251(c) obligate Embarq to designate a POI within Intrado's network?

A Does it give Embarq -- I'm sorry, can you repeat the

question? I might have misunderstood what you said.

Q Sure.

Where Intrado is the 911 service provider, does Section 251(c) obligate Embarq to designate a POI within Intrado's network?

A From the standpoint of interconnection, and based upon the arrangements that are currently employed between selective routing providers today, between those -- and I should actually say between the ILECs today, and the arrangements they have, yes, it is appropriate that Embarq would have the option to select a point of interconnection on Intrado's network, meaning at one of our RCL gateway locations. Again, it would not have to necessarily be within the state of Florida, but it is understood that is likely where they are going to want to interconnect with us. Thank you.

Q Okay. Let's go ahead and turn to Embarq's response to Staff's Second of Interrogatories Number 15, and that would be Page 2.

A Did you say 15?

Q That would be Number 15 on Page 2.

A Okay. I'm looking at it.

Q Okay. In the second paragraph, Embarq asserts that the POI does not vary based on the service provided, but that the type of agreement, whether it's a 251(c) or Section 251(a) varies depending on which entity provides the wireline E911

network. Do you agree?

A No. No, I don't. And I think their own interconnection with other ILECs proves that out.

Q All right. If you look at the last paragraph, which would be on the top of Page 3, Embarq asserts that when Intrado provides the wireline E911 network, a POI must be selected to delineate where carriers must bring their 911 traffic and hand it off to Intrado. Do you agree?

A Yes. Each telecommunications service provider would need to enter into an interconnection agreement with Intrado to be able to gain connectivity and to interconnect with Intrado's RCL gateway location. Now, that would be, again -- yes, in the event we are looking at CLEC-to-CLEC interconnection, those would be 251(a) types of agreements, unlike the ILECs where we are dealing with ILEC-to-CLEC where it becomes 251(c).

Q Okay. So Embarq continues in that paragraph asserting that it makes sense to designate the selective router at that location. Do you agree with that?

A It does make sense to make the selective router -- for the purposes of 911 interconnection, it does make sense to make a selective router -- the selective router of the 911 service provider as the point of interconnection, yes. I agree with him from that perspective, most definitely.

Q Can you look at the prehearing order?

A Yes.

Q And if you will look at Page 10 and look at Issue 3(a).

A Okay.

Q Here Embarq asserts that Section 251(c) requires a competitive carrier to establish a POI on the incumbent carrier's network. Do you agree?

A Well, yes; however, I do want to talk about 251(c)(2)(C) where it basically implies that -- and I don't have it in front of me, but it basically implies that Intrado Communications would be entitled to equivalent or to interconnection equal in quality to that currently afforded to other parties that are connecting to Embarq's 911 network today, or where Embarq connects to other parties' 911 networks today. And in those scenarios, typically they have employed interconnection -- or I should say some type of an agreement. I have no idea what's in those agreements, because they are not documented, but they have reached agreement where one party will connect on the other party's -- at the 911 provider's selective router location, or at some meet point that they have mutually agreed to.

So based upon that, that's why Intrado believes that 251(c)(2)(C) more likely and better suits our purposes for seeking interconnection under 251(c).

Q Okay. Embarq also asserts that Section 251(c) does not apply to the establishment of POIs on Intrado's network for

termination of Embarq's end user 911 traffic when Intrado is the 911/E911 service provider to the PSAP. Do you agree?

A No, we disagree. It is the same rules and the same answer that I just gave to the previous question apply here. And that is, again, we seek an interconnection that is equal in quality and in accordance with the basically adopted posture of the ILECs to assume that the best place for point of interconnection is at the selective router of the provider that is providing 911 selective routing services. So I guess my answer would be the same for this question even where Intrado is the primary provider.

Q Okay. If the Commission determines that Intrado's proposal for this issue is the appropriate one, what impact, if any, would this decision have on the ability of a consumer to reach 911?

A Well, if it decides with Intrado on this position it will enable end users to reach public safety, so it does have an impact on reaching public safety.

Q Okay. And conversely, if the Commission determines that Embarq's proposal for this issue is the appropriate one, what impact, if any, would this decision have on the ability of the consumer to reach 911?

A They would still be able to reach 911.

Q Okay. Go ahead and look at the prehearing order, and we are going to look at Issue 6(b). You can go to Page 14.

A Okay.

Q And here Intrado states there are no technical disputes between the parties. That the only remaining issue is whether language addressing the parties' right and obligations when Intrado Comm is the designated 911/E911 service provider should be included in the interconnection agreement. Does this accurately reflect Intrado's position on Issue 6(b)?

A Yes, it does.

Q The next question will be about -- on the same issue, I apologize. Embarq's position is that Section 251(c) does not govern the terms and conditions for access on the 911/E911 database when Intrado is the designated 911/E911 service provider. Is that correct?

A No, it is not. From the perspective that as we discussed earlier, 911 is more than just the selective routing of the call, it is also the ALI services are an additional component. And from Intrado's perspective, it is, you know, basically dealing with another issue that's focused at access to the public safety telephone network. So if I understand this correctly, yes, we definitely believe that it is Part 251(c) to have ALI capabilities as well as the voice interconnection, and that the same rules apply -- that applies for voice.

Q Okay. Let's go back to Embarq's Witness Exhibit JMM-9 for Mr. Maples. If you could turn to JMM-9 and look at

Page 5. And just let me know when you are there.

A I'm there.

Q Does Paragraph 75.2.6(f) apply to Issue 6(b)?

A Give me a moment, please. I need to read both again. I believe it does. I believe 75.2.6 is related to -- you're asking me if it is related to Issue 6(b) on the prehearing? Was that the question, did I understand that correctly?

Q Yes.

A Hold on. No, it would -- well, I think that is resolved, that issue.

MS. KISER: Yes, that is a resolved issue.

A 75.2.6, from what I can gather, (f), has been resolved, to my knowledge.

Q Okay. So that actually applies to Issue 6(a)?

A Right. Excuse me. Yes.

Q Can you turn the page, and can you look at Paragraph 75.2.6(g), and tell me if that applies to Issue 6(b)?

A That was resolved, as well. I don't believe it applied.

Q Okay. And let's stay on Page 6, and what about all of Section 75.2.7, does that apply to Issue 6(b)?

A Yes, it does.

Q In its entirety?

A Yes. There was no dispute over the language. It's purely related to 251(c), which is what Embarq has identified

in 6(b) as being the outstanding issue. So, yes.

Q That's fine. Thank you.

Can you go ahead and look at Embarq's responses to Staff's Interrogatories, and look at Number 21. And that would be the Second Set.

A On the Second Set, okay. Number 21. I have that in front of me.

Q Okay. Have Intrado and Embarq reached agreement on whether to use the term subscriber or end user?

A I don't know. Give me a moment to look at that one, as well.

Q Take your time, please.

A I understand it's still an issue. It's my understanding it's still an issue.

Q Okay, that's fine. If the Commission determines that Intrado's proposal for this issue is the appropriate one, what impact, if any, would this decision have on the ability of a consumer to reach 911?

A I don't know that it will have any -- well, I need to look at it closer. I think it probably does still have an issue on 911 and call delivery because it does define -- based on the definition of the terms and how they are employed in the agreement, does define who gets service, if I recall correctly.

Q Okay. So if the Commission determines that Embarq's proposal for this issue is the appropriate one, what impact, if

any, would this decision have on the ability of a consumer to reach 911?

A It basically may limit -- again, it may limit who gets service based on the way it's defined in the agreement.

Q Okay, thank you. The next set of questions that I have for you will be in regards to Issue 7. And what do you believe the dispute is between the parties on Issue 7?

A I think, again, the dispute seems to be whether Embarq perceives 911/E911 service as being a telephone exchange service offering, and that's one of the issues that I believe they raise here. For some reason, I think there is a perception on their part that if you don't provide dial tone you're not providing a telephone exchange service. And Intrado clearly believes that 911/E911 is a telephone exchange service. And, in fact, I believe, if I'm not mistaken, it may have even been defined as such in Embarq's own tariff. It has been in many telecommunications providers tariffs where they define it as a telecommunications exchange service. And, of course, that is key to be entitled to the types of interconnection we are seeking.

So, you know, basically, I gather that they don't perceive -- at least now that there is competition in the marketplace, they don't perceive it as being a local exchange -- or I should say a telephone exchange communication service.

Q Okay. What I would like to look at now is Exhibit CSL-4, which would be Intrado Witness Carey Spence-Lenss direct testimony, her Exhibit Number 4, which is Intrado's Florida tariff. And when you pull that up, please look at Page 14. And just let me know when you are ready.

A I've got it in front of me.

Q Okay. Let's look specifically at the definition of local exchange service. The last sentence of that definition states that Intrado is not responsible for the provision of local exchange service to its customers. Is that correct?

A It's my understanding that the definition shown here for local exchange service is in error, and that Intrado is in the process of taking actions to remedy this and to modify this definition. So it was entered in there, as I understand it.

Q And does that mean that you will be revising the exhibit?

A Yes.

Q And do we have a deadline?

A Well, we will revise the exhibit by revising the tariff. Yes, we will be submitting a revision to the tariff.

Q Do you think that will be pre or post-hearing?

A It should be pre the hearing. We'll definitely target that for the submission.

Q Go ahead and look at Page 50 of Exhibit 4.

A Okay, I'm there.

Q Now, is this something else that would end up being revised also, because 5.2.3, which states that Intrado's IEN service is not intended to replace local telephone service?

A It may be clarified, but I don't know that it will be significantly revised. Honestly, I'm not certain. I'm not the one that actually constructs the tariff and does this, so I'm going to have to verify what will be changed. But I understand it will be clarified before the hearing.

Q Okay. And do you have any idea of how it will be clarified?

A No, I honestly don't know how they will clarify it.

Q Okay. Let's go ahead and flip the page to Page 51, and look at Section 5.2.9(d).

A I'm sorry?

Q 5.2.9(d).

A I think our page numbers are off, but that's okay, I can still find it.

Q Okay. This states that the customer will subscribe to local exchange service at the PSAP location for administrative purposes for placing outgoing calls and for receiving other calls. Doesn't this mean that the provision of 911/E911 services does not include the provisioning of local exchange service?

A No.

Q Okay. Let's go ahead and look at your rebuttal

testimony. Actually, before you do that, can you go ahead and tell me why that this does not mean that the provision of 911/E911 services does not include the provisioning of local exchange service?

A It's really a different service that we are talking about here. It's not 911 services. So, basically it's just plain old telephone service. It's defined here. It's not 911.

Can you ask me again -- you asked me to explain it, and that is how I guess I have to explain it. We are not talking about 911 with that particular section, we're just talking about simple POTS.

Q That answer is sufficient for us. Let's go ahead and go to your rebuttal testimony?

A Okay, thank you.

Q And go ahead and look on Page 2 and 3 starting on Line 22.

A Starting on Line 2?

Q Page 2 starting on Line 22.

A Thank you. I'm there.

Q Is it your position that Intrado is entitled to a 251 interconnection agreement because it is authorized to provide local dial tone service regardless of whether or not it is providing local dial tone services?

A Well, yes, I guess from my understanding we are entitled to a 251(c) agreement and all the provisions, even

though I'm not currently providing all the aspects that are covered by 251. As I explained earlier, you know, our initial intentions are to deploy and to offer 911 services, but that would not preclude me from at some point in time, perhaps, moving in a direction -- based on our long-term business plan, it wouldn't preclude me from offering other services and filing appropriate tariffs to support those services.

Q Okay. And is it your testimony that local exchange services belong in interconnection agreements addressing the interconnection of local exchange networks?

A Yes.

Q And if 911/E911 service is a local exchange service, it's your position that it belongs in a Section 251(c) interconnection agreement, is that correct?

A Yes. Yes, it is.

Q And if it is determined that 911/E911 calls are not local exchange services, then do these services belong in a 251(c) agreement or a commercial agreement?

A If it was determined that 911/E911 is not a telecommunications exchange service, then I would assume -- I would prefer to say that if it is determined that it is a service, a telecommunications exchange service, that it should be covered by 251(c). If it is determined and deemed not to be a telephone exchange service, then clearly 251(a) would apply, to my understanding. And, again, I'm not an attorney, but that

is my understanding of the rules.

Q Okay, that's fine. Is it Intrado's position that because it has a CLEC certificate it is entitled to interconnect with Embarq?

A Yes.

Q Can we go ahead and turn to Embarq Witness Maples' rebuttal testimony. And when you get there go to Page 51.

A Okay.

Q And here Mr. Maples asserts that Intrado does not provide basic local service. Do you agree?

A No. I believe that, in essence, again, I believe that 911, the provision of 911/E911 wireline network basically does equate to a telephone exchange service that is appropriately covered by 251(c). And, you know, I guess I would also say that it is a local service from the standpoint of parties can dial it locally.

Q Okay, thank you. Let's go ahead and look at your rebuttal testimony.

A Okay.

Q And if you could look at Page 6, Lines 20 through 21.

A Okay.

Q And here you state that Intrado's E911 services are analogous to the services Embarq markets to PSAPs via its Florida's E911 tariff, is that correct?

A Yes.

Q What you do mean that Intrado's services are analogous to Embarq's? Are they the very same services?

A Actually, what I'm saying here is that it performs the equivalent functions of the existing 911 fabric, but also affords public safety the infrastructure to accommodate new features and functionalities that cannot be accommodated in their current 911 environment. So although I'm using the term analogous, I'm basically saying in relation to what they are capable of providing in their current Embarq-served environment. You know, our services clearly we perceive will be a little more robust -- and I probably shouldn't use the term little bit -- significantly more robust than that being provided by the current ILEC using the legacy 911 architecture that has been in place for 20 years. So, yes.

Q Okay, thank you.

Let's go back to Mr. Maples' rebuttal testimony, if you could flip back to there, and look at Page 18, Lines 17 and 18. And go ahead and let me know when you are there.

A I'm here.

Q Okay. Here Mr. Maples asserts that Intrado does not originate any 911 calls because it does not offer dial tone service. Do you agree with his assertion?

A We do not, did you say, offer 911 calls? Can you rephrase the question, please? Or restate the question, excuse me.

Q Sure. On Page 18 of Mr. Maples' rebuttal testimony he asserts that Intrado does not originate any 911 calls because it does not offer dial tone service. Would you agree with this assertion?

A No, I don't, and primarily because I wanted to emphasize that, again, we're dealing with 911 access versus 911 service when we are looking at the discussion that Mr. Maples identified here. Most definitely, Intrado does have the ability in its current 911 fabric, or will have once we deploy, to actually perform call transfers to PSAPs served off of other 911 environments. So that being the case, although it won't be dial tone type services, it is a service where we will be originating 911 type calls to other public safety answering point across the network via the network and between the two 911 networks. So I don't agree with what he stated here.

Q Okay. Let's go ahead and look at Mr. Maples' Exhibit JMM-14, and that is attached to his rebuttal testimony.

A Okay. I've got in front of me now. Yes, I am looking at it.

Q Is this the FCC Form 499-A Intrado submitted to the FCC?

A It is my understanding it probably is, yes. You know, subject to verification.

Q Okay. This form states that the company still exists, but is no longer providing telecommunications service.

If Intrado is no longer providing telecommunications service, how can the 911/E911 services be considered telecommunications services?

A This form is being revised. And, again, this is Intrado Communications, Inc. And I, once again, emphasize that Intrado Communications, Inc. has not as yet deployed its 911 services.

Q Okay. Let's go ahead and look at Mr. Maples' rebuttal testimony, and if you could go to Page 26.

A Okay.

Q So look at Page 26, Lines 10 through 19.

A I'm sorry, what page was that again?

Q Page 26, Lines 10 through 19.

A Okay. And your question?

Q Okay. Do you agree with the following assertions of Mr. Maples, the first one being that Intrado provides service to one end user, and that's the PSAP?

A I'd say no. We provide services to multiple PSAPs. Actually, to all PSAPs. And, actually, it's a service to PSAPs that, perhaps, even they serve when I'm transferring calls to them. I'm not certain I fully understand why he made the statement he did and what he implies by that statement. But if one were to look at who is the primary customer of Intrado, clearly the one that subscribes to our service is the public safety answering point, or the 911 controlling authority. But,

again, I'm not certain I fully understand why he made the statement he did.

Q Okay. And what about Mr. Maples' assertion that Intrado does not serve Embarq's end users, that Embarq does?

A You know, they may be a provider of services for dial tone, but most definitely we serve their end users when their end users call 911. And from that perspective, we are serving their end users in the form of providing call delivery from their end users to the appropriate public safety answer point.

Q Thank you. And what about Mr. Maples' assertion that if Intrado provides the wireline E911 network to a PSAP, that it is Embarq that needs to interconnect with Intrado?

A Well, again, I'm not certain I understand fully where he is coming from with his comment here. Yes, Embarq would need to order interconnection and order circuits to the Intrado point of interconnection, and that's the only thing I could think that he is addressing when he says that he needs to obtain interconnection with Intrado. And, of course, that's the intent of the agreement.

Furthermore, all ILECs and all CLECs that are served by this particular -- by Intrado Communications' 911 network would need to place similar orders and order interconnection and obtain interconnection with Intrado's 911 network. So, from that perspective, yes, he's right, Embarq would need to obtain that interconnection. And we believe that 251(c) is the

appropriate vehicle for that.

We don't perceive the ILECs -- and that's something that probably ought to be just -- if you don't mind, I would like to elaborate. We do not perceive the ILECs any different that the CLECs, or the mobile providers, or any others that have a need to reach 911. We believe in treating all those providers with parity, charging a flat across-the-board same rate for interconnection that we charge to all carriers. So once Intrado Comm is the provider, then they are perceived no differently by Intrado Communications, with the exception of, of course, they are an ILEC. And because of that status, 251(c) is the appropriate vehicle to negotiate that interconnection.

Q Thank you.

Can you go ahead and flip to Page 38 of Mr. Maples' direct testimony?

A Yes, ma'am. Okay.

Q All right. So Page 28 and Lines 23 through 25.

A I've just got -- 21 through 23, you mean?

Q Are you in the direct testimony?

A No, that's the problem. I'm sorry.

Q No problem. And just let me know when you are ready.

A Okay, I'm ready.

Q Okay. When does Maples assert that 911 calls are jurisdictionally agnostic? In other words, that they are not

considered either local or long distance and exchanges are irrelevant. Do you agree that 911 calls are jurisdictionally agnostic?

A No. I believe that they are local calls. They have been treated as a local service offering for many years, and I don't see a reason -- I don't know where he's coming from when he makes that distinction and says that they can be long distance. We perceive it as being a local service offering.

Q Okay. Can you go back to the rebuttal testimony for Mr. Maples, and go to Page 51.

A Okay.

Q And if you could look at Lines 10 through 12 on Page 51.

A Okay.

Q And do you agree with Witness Maples that 911 calls are routed over trunks dedicated to 911 calling, not over local interconnection trunks?

A Well, primarily because they require it. They are dedicated trunks purely for 911 services. So from that perspective, I would agree that they are. I don't know if I would use the term specialized trunks. I'm not certain I know what he means by that term, but they are trunks that are dedicated purely for passing 911 traffic, and for handling 911 calls. So from that perspective, I would agree that they are trunks dedicated to 911.

Q Okay. I would like to talk now about Issue 13.

A Okay.

Q And could you please provide a brief overview of the dispute in that issue?

A Yes. This stems from the use of the term designated versus primary/secondary selective routing. The ILECs have had an arrangement for many years where they have apparently decided to handle traffic in a fashion where they would have a primary selective router provider and a secondary selective router provider. To bring clarity to that process, Intrado introduced the term designated, meaning that public safety designates and selects one entity specifically to handle their 911 selective routing needs.

There is no such thing as a primary/secondary selective routing provider in that scenario, so I'm not certain why they are focused on use of that term. But that is why Intrado introduced the term designated, and actually it stems out of a more recent ruling in Ohio where that term was chosen to be used by the Public Service Commission. But, ultimately, that's why we centered on that word. It could have been chosen or another term.

The use of the term primary versus designated, Intrado Comm did not approve or agree that that was the best term, because by using the term primary it almost makes an assumption that there is a secondary, and that is not entirely

the case.

Again, there is a misperception on the part of the ILECs that if they are using their 911 fabric to sort and segregate calls for routing to the appropriate selective router that that is selective routing service. In reality, the true definition of selective routing is actual termination of the 911 call to the public safety agency. So if Intrado Communications is selected to be the -- designated to be the 911 selective routing service provider, then for all practical purposes if the 911 application software that is running on an Embarq end office and they choose to utilize that to segregate traffic, that does not imply that they are performing selective routing. So for clarity purposes we chose the term designated, and we found that to be more appropriate.

Q Does it really matter which term, designated or primary, is used as long as the parties agree to the meaning?

A I think it does matter. Because, again, I think there is a perception that the party that's simply using their selective routing fabric to sort calls to determine which selective router to pass that call to is perhaps perceiving that as selective routing, and perhaps even misapplying charges for those services when they probably shouldn't be in some cases.

Of course, that's not a determination for me to make whether they are doing that function, but clearly it is not

selective routing. And there need to be clarity brought to who the selective routing provider is.

You know, in the scenario of primary/secondary routing, in many cases it appears like -- at least from what I have been able to ascertain, it appears that the ILECs are determining who will be primary and secondary. In the Intrado Communications' approach and perception, the public safety entity is the one that defines who will be the designated 911 service provider. So that is another big distinction. So it is important, I believe, to the agreement to acknowledge that there is one and only one selective router provider and that it is basically chosen or designated by public safety.

Q Okay. Let's talk about your Rebuttal Exhibit Number 8. Do you want the Florida Public Service Commission to evaluate the rates that you are proposing?

A We are not asking for that. We have no problems if the Commission wishes to evaluate those rates. From our perspective, those rates are comparative to others in the industry. We have done our own studies, and we find that actually in many instances it is quite a bit cheaper than the access that is being charged by other ILECs. So, you know, we are not asking for the Commission to examine these rates, but we have no problem if the Commission chooses to do so.

Q Okay, thank you.

Instead of utilizing special access circuits, why is

it so important to use UNEs, unbundled network elements, for the trunking and routing of E911 circuits?

A That's is just a general question, or do you cite -- I'm sorry.

Q That's just a general question.

A I'm sorry, I kind of lost my thought for a moment. Can you restate that question for me? I would certainly appreciate it.

Q Sure. Instead of utilizing special access circuits, why is it so important to use UNEs, unbundled network elements, for the trunking and routing of E911 circuits?

A Primarily for the cost of the services that will be provided to public safety. To keep the cost of 911 services at a reasonable rate, you know, basically the UNEs enable a different pricing structure and help to keep the price of services down. Which in addition to permitting Intrado to compete on a fair basis, it also helps to keep the price of 911 services down to public safety. So that's why we believe that it's important that we have access to UNEs.

Q Okay. Why wouldn't the PSAP-to-PSAP call transfer capabilities be part of a commercial agreement rather than a 251(c) of the interconnection agreement since these are on an individual case basis?

A Again, I think we come back to the situation where who has superior -- how do I say this -- has a superior

bargaining position. And it comes back to ILEC versus -- you know, ILEC/CLEC interconnection principles, and that is that the ILEC most definitely has the upper hand in bargaining because it is interconnection to their 911 fabric.

As I spoke earlier, one of the requirements when a party opts into Intrado's service offering is the importance of not losing functionality, and call transfer functionality is critical to public safety in areas where wireless services are now so pervasive. So from that perspective, it is critical that one has that interconnection. Without 251(c), an ILEC could, although I'm not saying they would, but could make it costly and/or even delay interconnection of those interselective router trunks, which would, perhaps, stifle competition and reduce the opportunity for public safety to have choices.

Q Okay. Throughout your direct and rebuttal testimony, you discuss split rate area. Just how prevalent is that scenario?

A It's pretty prevalent in every 911 area. Exchange boundaries do not at all, in most cases, entirely line up with a jurisdictional boundary. So there is a strong likelihood that in every public safety jurisdiction there is going to be some -- at least one or more end office that serve customers out of more than one 911 network. So it is pretty common that it's going to occur.

Q Okay. Has Intrado's intelligent emergency network been implemented in Florida?

A No, not yet.

Q And what is the difference between the Embarq legacy 911 environment and Intrado's intelligent emergency network?

A Differences? Well, clearly we use an IP infrastructure, which although today for the most part will mirror the capabilities of a legacy environment, it establishes the infrastructure that will be used to accommodate other service offerings that public safety hopes to take advantage of. Those same technologies that businesses have been entitled to through competition for years are now finally becoming available to public safety. So clearly that's one distinction.

The other distinction is, as I indicated before -- or, I'm sorry, I may not have indicated, but another distinction is that in many cases ILECs have provided and deployed what I would consider to be a switch centric offering of 911. Typically putting selective routers within the LATA and within their franchised areas. And, in fact, it is even common to have multiple selective routers within the same LATA. So it's very switch centric. The newer technologies, and Intrado's technologies take advantage of the scale of switching fabric and the capacities available through switching to be able to minimize the amount of switching components, and basically have opportunity for people to connect at fewer

points of location to get access to 911 on a national level.

Secondly, with Intrado's 911 offering, one has the ability to have something that is very rare and in an economical way can be provided through Intrado's fabric, and that is regional backups, or I should say perhaps even out of state backup arrangements between public safety entities. Which is something that is currently not offered, to my knowledge, by any ILEC as far as out-of-state support for backing up PSAPs. And PSAPs that work out those types of arrangements have a lot more flexibility.

The Intrado Communications 911 network offering also includes much more robust and sophisticated statistical reporting, far beyond that available in the current legacy 911 selective router environment. And, most importantly, the design of the 911 network that Intrado employs is modular in nature and can be grown, you know, with incremental additions of components. And perhaps even expanded, as far as access points, where needed and where necessary to improve the reliability and robustness of the network.

Thank you.

Q Thank you.

Is line attribute routing more efficient than selective routing?

A Yes. It is definitely more efficient from the standpoint of -- and maybe I shouldn't say efficient. I don't

know that it is any more efficient from a cost perspective. Clearly from a reliability perspective, line attribute routing eliminates an unnecessary stage of switching. And, you know, the exposure to potential failure at any switch -- and there's always a significant opportunity for failure in call processing at each switch that handles the call or even over the facilities that the call traverses. So from that perspective, implementation of line attribute routing does eliminate the unnecessary stage of switching that is currently employed in the ILEC-to-ILEC selective router environment. Thank you.

Q Okay. Should line attribute routing be directed regardless of who is providing services to the PSAP?

A Yes. Yes, it really should. And there's multiple reasons for that. Regardless of who is providing the service to the PSAP, there is no need to go through a second stage of switching again unless one absolutely has to. Unless it is technically infeasible -- or not technically feasible, I should say, to perform line attribute routing in an end office environment. And most of the end office switches that are out there today have the capacity and the capability of handling the line attribute type routing today.

Q If selective routing is used by the ILEC, will the PSAP be required to pay for selective routing?

A Can you state that again? If -- I'll let you restate it, if you don't mind. (Pause.)

Can you restate the question, please?

Q Yes. Hold on one second, please.

A I'm sorry.

Q No problem.

(Off the record.)

If selective routing is used by the ILEC, will the PSAP be required to pay for selective routing, such as if Intrado is providing the service?

A If the public safety entity selected and designated the ILEC to be their selective routing provider, yes, they should receive compensation for delivering those services. If the selective routing -- excuse me, if public safety chose and designated another provider, another competitive provider to be the 911 selective routing provider, no, they should not be entitled to compensation for selective routing when another provider has already been designated to provide and deliver those services.

Q Okay. And how long would it take to implement line attribute routing?

A I think each -- excuse me, I didn't mean to cut you off. I believe each independent carrier would have to assess their own internal system capabilities, and they would have to be the ones to identify how quickly they could implement the line attribute routing functionality within their network service offerings.

MS. TAN: Mr. Hicks, thank you very much.

At this time staff has no further questions. I think we'd like to take a five-minute break. Does that sound acceptable to all parties?

MS. KISER: That would be fine with us.

MS. MASTERTON: Yes.

MS. TAN: Okay. So let's come back on the line at 3:55. Thank you.

(Recess.)

MS. TAN: All right. Is everyone on the line?

MS. MASTERTON: Embarq is here.

MS. KISER: Everyone is here.

MR. CARVER: We're here.

MS. TAN: Okay, excellent. Susan, I'm going to go ahead and pass it on to you, if you would like to take on the deposition for Mr. Hicks.

MS. MASTERTON: Okay. Sure.

CROSS EXAMINATION

BY MS. MASTERTON:

Q Good afternoon, Mr. Hicks. This is Susan Masterton.

A Good afternoon.

Q I wanted to go back to something that you said in response to some questions from Ms. Tan. I heard you say that you believe that the CLEC's obligation to select a POI on the ILEC's network applies to only non-911 traffic. Is that a

correct representation of what you said?

A I don't believe so. If I did, I didn't intend to make it that way. Your question is does the CLEC have a requirement to select a POI on the Embarq network for non-911 traffic? I'm not certain I know the question.

Q No, I was sort of turning it around. I thought you said that you agreed that a CLEC has an obligation to select a POI on the ILEC network.

A Okay.

Q Only for non-911 traffic. So I guess I could say do you agree that a CLEC has an obligation to select a POI on the ILEC network, Embarq's network in this case, for non-911 traffic?

A Yes.

Q Do you agree that a CLEC, such as Intrado, has an obligation to select a POI on the ILEC network for 911 traffic?

A Yes. Where they are the 911 provider, yes.

Q Where the ILEC is the 911 --

A Where the ILEC is the 911 selective router provider, yes.

Q So when do you think that a CLEC doesn't have an obligation to establish a POI on the ILEC network?

A Well, I think I've indicated that when the CLEC is the competitive 911 selective routing provider designated by public safety to provide wireline E911 network services, that

in that scenario it's Intrado's belief that the POI is at the selective router, which is consistent with the position taken by ILECs across the country, that the selective router will serve as the POI location. So assuming that Intrado Comm is the selective router provider in that scenario, no, I would not see Intrado selecting a POI as a CLEC on Embarq's network.

Q So then are you saying that the rules are different in that situation from the other situations when a CLEC is interconnecting with an ILEC?

A Yes. And I, again, refer back to 251 -- I think it was (2)(c)(2) -- that basically discusses equal quality and access in parity with or equivalent to that. I shouldn't say in parity with, but equivalent to that that an ILEC provides to itself, to its affiliates, or to other parties that interconnect to them.

And in the scenario that I'm citing, where I believe Intrado has authority to establish the point of interconnection on Intrado's -- at Intrado's RCL location, is based upon and predicated upon the fact that ILECs have already established that as their -- I guess you might say their de facto position when one ILEC is the selective router provider and another ILEC is connecting to that party for delivery of their end users' 911 calls.

Q But as far as 251(c), you think the rules for 251(c) are different based on who the 911 provider is?

A Yes.

Q Okay.

A Yes, I do. Thank you.

Q You also talked a lot with Ms. Tan about this whole requirement we're talking about Embarq connecting on Intrado's network, and I wanted to talk about that a little bit more. And I thought to do that it might be helpful to look at your Exhibit TH-1.

A TH-1, okay. Let me get to it, please. Okay. I'm looking at the exhibit now.

Q Okay. Where is it exactly that Intrado is asking Embarq to interconnect on this diagram?

A It would be at the arrow. And, of course, both the lines vertically running on the diagram are just for illustrative purposes. But it would be at the location of the RCL trunk gateway, that is where the TDM connections would be terminated for all providers.

Q Okay. So is that the same thing as Intrado's selective router?

A It is from the standpoint of access to the selective router. Selective routing in the Intrado network, as demonstrated here by the boxes shown, is distributed across an entire IP network. Piece-parts are in several places. But from a standpoint of calls coming in to the selective routing system, that is a point of entry to the selective router. And

that is the ports that we talk about when we also talk about the access charges that would be applied, as well.

Q Okay. Where on this diagram -- again, what is the selective router?

A The selective router is not a -- well, in essence, it is the RCL trunk gateway. The RCL trunk gateway switches the call through the IP network to the appropriate public safety answer point.

Q So the RCL trunk gateway is the selective router?

A Yes. In essence, yes. I'm sorry.

Q That's okay.

A Well, the reason I say it differently is because unlike a legacy environment, the selective router data databases aren't always -- I mean, they don't reside in that RCL trunk gateway. They reside elsewhere in the IP network. So, I mean, it's a distributed network, but for all practical purposes Intrado perceives the selective router as being the trunk gateway, yes.

Q In your response to staff, a couple of staff's interrogatories, actually, you said that Intrado will deploy three RCL gateways that serve as POIs within Florida, is that right?

A No. I think what I indicated is that we would have every intention of deploying a minimum of two RCL gateways within the state of Florida. What we indicated is that we

encourage providers to connect to three gateways where they want the most -- I guess you would say the more robust and diverse reliability. That being said, in some instances that gateway, that third gateway could be within the state, but it also could be out of state.

Q Okay. Because I was looking specifically at Intrado's response to Staff's Interrogatory 31, and the statement is Intrado Comm will be deploying three RCL gateways that will serve as multiple POIs within a state. Within a state. I guess that is what led me to believe that they would all be within the state. But what you are saying is that that is not what that means.

MS. KISER: Wait a second. I'm sorry for interrupting, but could you please give us the interrogatory you're referring to, again, please?

MS. MASTERTON: Staff's Second Set, Interrogatory 31.

MS. KISER: Thank you. Give us a moment, please. Second Set, 31.

THE WITNESS: Is that what you had indicated, the Second Set?

MS. MASTERTON: 31. And it starts the first -- after Intrado Comm's response, the first sentence is what I was looking at.

MS. KISER: Here we are. We've got it. It's just a lot of them, that's all.

MS. MASTERTON: I understand. I have been having that trouble all day.

BY MS. MASTERTON:

Q I mean, I'm just trying to make sure I understand it. I had interpreted this sentence when you said there are three RCL gateways that will serve as multiple POIs within a state, I had taken that to mean within Florida. But you are saying that, no, that at least two will be in the state?

A A minimum of two. It could be many more, but initially a minimum of two gateways.

Q And I understood you to answer one of staff's questions to say that (inaudible) where they were going to be located, is that right?

A I may have erred when I spoke to staff earlier and said there were two. I think in Florida there is -- you know, our plans do call for a third, so we do intend to deploy three. So I may have erred when I spoke earlier and said there would be two within the state. What I meant to say at that time was that in all states there is always a minimum of two.

Q Okay. So you are saying the way I read this was wrong?

A You read it properly, I stated it wrong. Thank you for the correction. Now, your second question, I'm sorry?

Q No, no. When staff had asked you where, you said you didn't know for sure. I actually had the same question to get

some idea of where those might be located.

A It's my understanding one definitely will be in south Florida, the others I don't believe they have made that determination. And it isn't that -- I mean, the issues -- there are many factors that go into the site selection process, and I can't go into a great deal of the details other than to say that the proximity of customers also influences -- customers being the public safety customers -- also influences the location. There's a multitude of things that go into site selection and those determinations have not been finalized yet.

Q Well, when you say south Florida, do you mean like southeast Florida or southwest Florida?

A I don't know that I'm at liberty to say at this point in time specifically where we would provide those at this point in time.

Q Okay. Just to clarify --

A I guess what I was trying to hint at is that they will be regionally diverse. And so I know that that is, you know, that there will be some in the south, some in the north, and possibly one in between someplace. But, typically, the way we deploy these gateways, we deploy them in a regionally diverse fashion so that they are more reliable relative to the elements.

Q Okay. But just for clarification, you don't know, or you don't feel like you can say because it is confidential?

A I honestly don't know that that determination has been made. That's what I was trying to say. I know it is under review, but I don't believe the determination has been finally decided upon.

Q Okay. Do you know where Embarq's selective routers are located in Florida?

A Where yours are? I think I know of some in Leesburg. Geez, I don't recall the others. I think you have a total of three, is that right? You identified them, I thought.

Q Well, I was going to ask were you here for Mr. Maples' deposition, because he did.

A Yes, I was. And I don't recall where specifically they were, but I know Leesburg was one of the areas where you have one of your selective routers.

Q Okay. Well, would you accept subject to, I guess, reading the deposition, that they are in Fort Myers, Leesburg, and Tallahassee?

A Yes. I think that is what I recall Mr. Maples saying.

Q Okay. One of the things that Intrado is requesting from Embarq is that we establish trunking between our selective routers and your selective routers, is that right?

A Yes.

Q And when you say selective router, you are meaning the RCL gateway, right?

A Yes, as shown on the exhibit.

Q Okay. Is it possible then that that could involve trunking between the router in Fort Myers and an Intrado selective router in, say, Miami, which is in south Florida, is that a possible scenario?

A It is possible if Miami was one the RCL locations chosen. Certainly it could be.

Q Is it Intrado's position that in that case the traffic that would be exchanged between the parties there is telephone exchange traffic?

A Yes. We see that as, again, subject to 251(c). We also envision it as being telecommunications exchange traffic.

Q And when you say telecommunications exchange traffic, where does that term come from?

A I believe it is -- if I'm not mistaken it came right out of the Act. I believe in Section 251 and elsewhere throughout the Act.

Q Okay. Intrado is also asking Embarq to establish direct trunks from its end offices where its end users would call 911 and then go through Embarq's end offices to Intrado's RCL gateway, is that correct?

A Yes, ma'am.

Q And is it possible that those trunks might run from, say, an Embarq end office in Tallahassee to Intrado's RCL gateway in maybe Orlando, is that possible?

A That is possible.

Q So is it Intrado's position that these type of trunking arrangements are required by Section 251(c)?

A Yes.

Q And you had a discussion also with Ms. Tan about Intrado's need to purchase UNEs from Embarq. Do you recall that discussion?

A Yes.

Q Can you tell me what UNEs Intrado is anticipating purchasing from Embarq?

A Well, for initial deployment it's the interconnections from the Intrado Communications' network to the -- to perhaps possibly the PSAP itself.

Q Okay. Maybe we should look back at --

A Look at the diagram.

Q And you can probably tell me by the labels from where to where.

A Yes. If you look at the label or the component identified as the edge router.

Q Okay.

A It's very likely that those connections are the connections we are talking about. They are IP connections, but for the last mile they are liable to simply be the loop.

Q Okay. So the IE and edge router to where it says piece of land (phonetic)?

A Yes.

Q Are there any other places in the network where you would see Intrado asking for UNEs from Embarq today, at least under your current plan?

A I don't believe so. I think it's that last mile connection from the edge router is the UNEs that we are looking at as having a need to be able to connect to the PSAP.

Q Okay. So the IE and edge router to the RCL trunk gateway, that's not something that Intrado would look for as a UNE from Embarq, at least as you know it today?

A No, that is not something that we would be looking for as a UNE. I mean, it's possible I might want to subscribe to your retail offerings for that, but not as a UNE.

Q And also from the RCL trunk gateway to this cloud down here in the left-hand side of the diagram, or actually all the way to the VoIP caller, is that something that Intrado would be looking for UNEs from Embarq?

A No.

Q Okay. One more question. Did I hear you say -- I just wanted to confirm what I understood you to say to a question from Ms. Tan. Did you say that when Intrado transfers a 911 call from its PSAP to a PSAP served by Embarq that Intrado was originating that call?

A I'm not certain that I recall specifically. I think what I was intending to state was that in a scenario where the

RCL gateway transfers from the PSAP and has a need to pass that to a legacy PSAP, that was the question -- I thought I was addressing a question relative to whether the calls would have been outgoing from our network. And in that scenario, it would be -- from my perception, it would be an outgoing call from our network that's basically dealing with a 911 call transfer, and I thought I had alluded to that. It is not a subscriber direct 911 call scenario, nor is it automatically switched, it is a manually switched call scenario.

Q So you weren't saying that it was originated by Intrado, but just that it was an outgoing call from Intrado's network?

A Yes.

MS. MASTERTON: That's all I have. Thank you.

THE WITNESS: Thank you.

MS. TAN: Okay. At this time does Intrado have any redirect for Mr. Hicks?

MS. KISER: No, we have no redirect. Thank you.

MS. TAN: Okay. And should I assume that both parties would like to receive this electronically?

MS. KISER: Yes.

MS. MASTERTON: Please.

MS. TAN: All right. Mr. Hicks, thank you very much for working with us today. We truly appreciate your time.

THE WITNESS: Thank you.

MS. TAN: And at this time we are now done with Mr. Hicks.

* * * * * * * * *

ERRATA SHEET

DO NOT WRITE ON TRANSCRIPT - ENTER CHANGES HERE

IN RE: DOCKET NO. 070699-TP
NAME: THOMAS HICKS
DATE: June 25, 2008

PAGE	LINE	CHANGE

CERTIFICATE OF OATH

STATE OF TEXAS

COUNTY OF TRAVIS

I, the undersigned authority, certify that Thomas W. Hicks personally appeared before me at 500 North IH 35, Austin, Texas and was duly sworn by me to tell the truth.

WITNESS my hand and official seal in the City of Austin, County of Travis, State of Texas, this 25 day of June, 2008.

DONNA R. McCAIN
Notary Public, State of Texas
My Commission Expires
DECEMBER 03, 2010
Notary without Bond

Donna R. McCain

Notary Public

State of Texas

Personally Known _____ OR Produced Identification ✓

Type of identification produced Texas Drivers Licence 15026204

STATE OF FLORIDA)
: CERTIFICATE OF REPORTER
COUNTY OF LEON)

I, JANE FAUROT, Official FPSC Commission Reporter, do hereby certify that I was authorized to and did stenographically report the foregoing deposition at the time and place herein stated.

I FURTHER CERTIFY that this transcript, consisting of 67 pages, constitutes a true record of the testimony given by the witness.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED THIS 3rd day of July, 2008.

Ruth McGill/jos

JANE FAUROT, RPR
Chief, Hearing Reporter Services
Office of Commission Clerk
(850) 413-6732

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: Cynthia Clugy

PARTY: Intrado

DESCRIPTION: Transcript and errata, if any, from the deposition of Intrado witness Cynthia Clugy

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 9
COMPANY FL PSC Staff
WITNESS Cynthia Clugy (Depo-3)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # DEPO-3

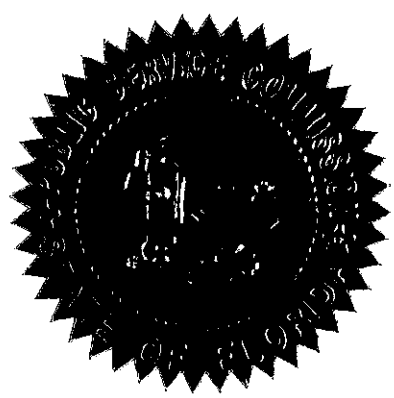
BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 070699-TP

In the Matter of

PETITION BY INTRADO COMMUNICATIONS, INC. FOR ARBITRATION OF CERTAIN RATES, TERMS, AND CONDITIONS FOR INTERCONNECTION AND RELATED ARRANGEMENTS WITH EMBARQ FLORIDA, INC., PURSUANT TO SECTION 252(B) OF THE COMMUNICATIONS ACT OF 1934, AS AMENDED, AND SECTION 364.162, F.S.

_____/



TELEPHONIC DEPOSITION OF:	CYNTHIA CLUGY
TAKEN AT THE INSTANCE OF:	The Staff of the Florida Public Service Commission
PLACE:	Room 380D Gerald L. Gunter Building 2540 Shumard Oak Boulevard Tallahassee, Florida
TIME:	Commenced at 4:20 p.m. Concluded at 4:45 p.m.
DATE:	Wednesday, June 25, 2008
REPORTED BY:	JANE FAUROT, RPR Official FPSC Reporter (850) 413-6732

PARTICIPATING:

CHÉRIE R. KISER, ESQUIRE, Cahill Law Firm, 1990 K Street N.W., Suite 950, Washington, DC 20006, representing Intrado Communications Inc.

SUSAN S. MASTERTON, ESQUIRE, Embarq, Mailstop: FLTLHO0102, 1313 Blair Stone Road, Tallahassee, Florida 32301, representing Embarq Florida, Inc.

FLOYD SELF, ESQUIRE, Messer Law Firm, 2618 Centennial Place, Tallahassee, Florida 32308, representing Intrado Communications Inc.

LEE ENG TAN, ESQUIRE, FPSC General Counsel's Office, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, appearing on behalf of the Commission Staff.

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NUMBER:	ID.	ADMTD

P R O C E E D I N G S

MS. TAN: And if we are ready we can go ahead and get started with Ms. Clugy.

MS. KISER: And Ms. Clugy is ready.

MS. TAN: Okay, excellent.

For the record, have the parties read and agreed to the standard stipulation?

MS. KISER: Intrado Comm has, yes.

MS. MASTERTON: I'm sorry, Embarq has, as well.

MS. TAN: Okay. Let me read the stipulations into the record. It is stipulated that this deposition is taken pursuant to notice in accordance with the applicable Florida Rules of Civil Procedure; that counsel present stipulate that the witness is the person he identified himself as; that objections except as to the form of question are reserved until hearing in this cause; and that reading and signing was not waived. It is also stipulated that any off-the-record conversations are with the consent of the deponent.

Intrado, can you please state for the record that your witness has taken the certification of oath?

MS. KISER: Ms. Clugy has taken the certificate of oath and a copy reflecting that has been provided to the Commission.

MS. TAN: Excellent. Thank you very much.

CYNTHIA CLUGY

was called as a witness and, after being duly sworn by the Notary Public reporter, testified as follows:

DIRECT EXAMINATION

BY MS. TAN:

Q Good afternoon, Ms. Clugy. As you know, my name is Lee Eng Tan, and I am an attorney with the Commission, and I will be taking your deposition this afternoon.

A Yes, ma'am.

Q In this deposition I will ask you questions and your answers will be recorded by Ms. Faurot, the court reporter here with us this afternoon. You do understand that you will need to speak up and to give oral answers that are clear?

A Yes, ma'am.

Q And it is also very important that you understand the questions and give accurate answers. So if I ask you a question that you do not understand for any reason, please ask me to rephrase the question, okay?

A Yes, thank you.

Q Excellent. And where possible, I would also request that you provide first a yes or no answer and then explain where necessary.

A Yes.

Q And could you please tell us your name for the record?

A Cynthia Clugy.

Q And who are you employed by?

A Intrado, Inc.

Q And what is your current job title?

A I am a contract consultant.

Q And can you please give us a description of your job?

A My job is to assist in the negotiations of 251 interconnection agreements for the deployment of Intrado's next gen 911 services.

Q And how long have you held this position with Intrado?

A Approximately 12 months.

Q Okay. We are going to go ahead and start with Issue Number 5.

A Yes.

Q And on Page 5 of your rebuttal testimony, can you please look at Lines 16 through 21. And let me know when you're ready.

A I'm ready.

Q Okay. Here you testify that Intrado's proposed language is appropriate for inclusion in a Section 251(c) agreement. Are the services that you are referring to services that Intrado provides pursuant to 251(c) of the Telecommunications Act?

A Yes, they would be services that we would provide pursuant to 251(c) of the Act in that to establish the

interconnection of a CLEC, Intrado's network, with an ILEC, Embarq's network, for the mutual exchange of 911 traffic, the order provisioning piece would have to be included so the incumbent local exchange carrier could place orders to terminate traffic to Intrado for the mutual exchange.

Q Okay. So what are the Section 251(c) services that Intrado's proposed language addressed that Embarq can order from Intrado?

A Well, we are talking in specific context of Issue 5, correct?

Q That is correct, strictly for Issue 5.

A So 251(c) addresses the interconnection and mutual exchange of traffic between a CLEC and an ILEC, and Intrado is interconnecting a competing 911 network, which due to the attributes of 911 calls, an interconnection of those competing networks requires each party to place orders to terminate traffic across to the appropriate selective routers. And so in a very general term, the inclusion of ordering provisions on both Embarq's side as well as Intrado's side is appropriate for a 251 interconnection between a CLEC such as Intrado and an incumbent such as Embarq.

Q Okay, thank you. Could you please turn to Witness Maples' direct testimony, and when you get to there, if you could go to Page 35.

A I'm there.

Q And if you could look at Lines 1 through 14.

A Okay, I've read that.

Q Okay. Here Mr. Maples asserts that Embarq does not control access to the wireline E911 network. If Mr. Maples' assertion is correct, tell me why Intrado's proposed language should be in a Section 251(c) agreement instead a Section 251(a) agreement?

A Well, looking at Mr. Maples' assertion, what he has done is he has parsed the interconnection and mutual exchange of traffic into three separate discreet situations, and doesn't acknowledge that they really are different aspects of the same thing, which is interconnection and exchange of 911 traffic in a competitive 911 environment.

So by trying to separate out the fact when Intrado is a 911 designated provider apart from the fact that this is actually an interconnection of competing networks with the mutual exchange of traffic is how he can make this assertion. And, you know, looking at it in that discreet perspective, then one could say his position is correct, but I believe that his position in fundamentally flawed, and that it is predicated on trying to parse out each one of these situations as completely separate when, in actuality, it is in toto the interconnection of competing local exchange networks.

Q Okay, thank you very much. Does Intrado require other carriers that must interconnect with Intrado's wireline

E911 network to do so under a 251(a) agreement?

A Yes. We would do so if that other carrier was a competitive local exchange carrier, a commercial mobile radio service provider; that is, any other carrier except an incumbent local exchange carrier.

Q With respect to the language that Intrado proposed regarding the processes for Embarq to order services from Intrado, is Intrado treating Embarq the same as other carriers?

A Absolutely.

Q And please describe and highlight those key steps that Intrado's ordering processes include on Intrado's website?

A I would speak to it in a process as opposed to a specific example, because I don't have the screen in front of me to address a particular detail. But process-wise, it will be a web-based interface. Embarq would establish an account, they would get a password, there would be user IDs, they would be able to access this interface, type in their password, they would be given a menu of things that they need to do. One of them would be to place an order for a port access request. That would pop up the screen. That screen is populated with standard fields that are used within the telecommunications provisioning industry. That information would be plugged in on the part of the Embarq provisioner.

Intrado would then take that information, process the request through, return back something that is called an FOC, a

firm order commitment date, for the installation of that port. There would be testing. The standard type of things that occur in the industry today for provisioning of termination and port accesses on switches. The circuits would be tested. They could pass traffic.

Q Okay. Is Intrado's website where its ordering processes are posted available to the public?

A I believe that that site is still under construction, but I do not know definitely. When it is completed, yes, it will be available to the public. However, you will have to have a user ID and a password to get to your particular account and subset for each carrier.

Q So at this time there is no website address available?

A That is correct.

Q Okay. My next set of questions will address Issue 7. If could you turn to your rebuttal testimony and look at Page 2, Lines 5 through 6.

A You said this was for Issue Number 7, correct?

Q That is correct.

A I'm still flipping madly. Please bear with me.

Q No problem. Your rebuttal testimony, Page 2, Lines 5 through 6. Just let me know when you're ready.

A Page 2, Lines 5 through 6, "The purpose of my rebuttal testimony is to address Issues 2(a, (b), Issue 5,

6(b), 11, and 14," is that where I'm supposed to be?

Q Yes, that is correct.

A Okay, thank you.

Q If you are looking on Pages 6 and 7, your rebuttal testimony also addresses Issue 7, doesn't it?

A Yes, Issue 7, that is correct. I see it on Page 6 and it goes over to Page 7.

Q What do you believe the dispute is between Intrado and Embarq with respect to Issue 7?

A I believe that initially Embarq was of the position that 911 traffic was not considered local exchange traffic, and, therefore, should not be in the part of the interconnection agreement that was for local exchange. And Intrado, originally we submitted language in the part of the interconnection agreement addressing the exchange of local traffic. We included 911 service and E911 calls, and Embarq did not accept that inclusion, and I can only surmise that it is because they do not believe that 911 is local exchange traffic.

Q Okay. If you could go ahead and look at Page 7 of your rebuttal testimony.

A Yes.

Q And when you look there, look at Lines 4 and 5. And here you state that the Commission has recognized that 911 and E911 services to be provided by Intrado are telephone exchange

services, is this correct?

A Yes.

Q Does your reference to the Commission refer to the Florida Public Service Commission?

A I believe it refers to the Federal Communications Commission is my reference there.

Q Okay, thank you. If you could go ahead and turn to Page 10 of your rebuttal testimony.

A Uh-huh.

Q If you could look at Lines 11 through 14.

A Yes, ma'am, I've looked at it.

Q Okay. Here you are briefly discussing examinations as opposed to audits, is this correct?

A Yes.

Q And could you please describe for me the types of reviews and analysis that can be done as an examination?

A To me an examination is something that is generally a one-time specific inquiry into a billing matter. For example, you receive a bill for services and you may have seen that there was a change to the type of services that you are purchasing, and you are not aware of placing any order that would change those services. Then you would initiate an examination as to the nature of that change that caused your bill to be different, and that would be an examination.

Q So are there any limits to the number and types of

documents or records that can be requested for an examination?

A Generally, I would say no. You know, every circumstance is going to be different depending on what it is. The example I cited you, chances are it would be very limited paperwork for that one specific billing instance. But, again, speaking in generalities, you run the risk of having the anomaly, but for the most part it should be rather limited in the amount of documentation you need to substantiate a specific examination.

Q Could you clarify precisely what types of investigations will require an audit as opposed to an examination?

A I would use as a good example for something that requires an audit as I would see that perhaps over a period of time you see consistent billing discrepancies. Whether they be improperly generated or generated because of a change, but improperly billed, but you would see a consistent issue with ongoing service provisioning which after a period of time and probably several examinations you sort of say time out, we need to look at this more closely, because obviously we have some ongoing issues here. So maybe doing an audit is the best thing to do to establish a baseline to make sure we are correct.

Q And is it possible for something that starts as an examination to escalate or convert to an audit?

A I think that there is a chance for that to happen if

in the course of the examination you sort of find a continuum of misapplication of things that leads you to believe that there is -- you know, it's sort of like the water spot on the ceiling turned out to be you have to replace the whole roof. So I'm saying that there is a possibility that that could occur; however, the chances of that occurring are generally remote.

Q Okay. And under the terms of the proposed interconnection agreement, how often can audits occur?

A I don't have the language in front of me, but I believe, recalling from my memory of this issue, is they can only occur once within a 12-month period.

Q Can you go ahead and look that up?

A Yes, ma'am, I will be more than happy to.

Q Thank you very much.

A I am showing that it is in Section 8.1 of the interconnection agreement.

Q Okay.

A And it specifically states either party at its own expense may perform an audit through an independent third party, which was the language Intrado added, and then back to the original language says, "Of the other party's books, records, and other documents directly related to billing and invoicing once in any 12-month period for the purpose of evaluating accuracy of the other party's," et cetera, et

cetera.

Q So given this mutual limit, is it possible for audit power to be abused?

A The fact that it can only be done once a year, I'm sure can limit it, but having it done every year can be an abuse of power. I think that, yes, putting the once a year on it certainly limits that ability to abuse it. But even outside the ability of abusing it, if things have escalated to such a situation that you believe that an audit is warranted, the use of a third-party certainly, I believe, is in all parties' interest because you're hiring a professional, dispassionate individual that can analytically assess any discrepancies and provide generally a fair and unbiased opinion.

Q Okay. Thank you very much. Now, I want to go back to -- if you could go ahead and look at the prehearing order, and if you can look at Page 4.

A Yes, ma'am.

Q Right now we are showing that you are only speaking about Issues 11 and 14, is that correct?

A Yes, 11 and 14. Yes is what the preorder says.

Q Are you not addressing also Issues 2(a), (b), Issue 5, Issue 6(b), and 7?

A There are other primary people that are assigned to those orders. However, since one of the more overarching issues in this arbitration is the applicability of 251(c), that

impacts a lot of more specific details. So exclusively me are the ones that are listed on Page 4, 11 and 14. And I have some tangential responsibilities on the ones that are assigned to other folks.

MS. TAN: Okay, thank you very much.

At this time staff has no further questions for Ms. Clugy. If Embarq is ready, would you like to go ahead and ask your questions?

MS. MASTERTON: Let me get you off mute first. Sure, I'm ready.

MS. TAN: Okay. Go ahead, Susan.

CROSS EXAMINATION

BY MS. MASTERTON:

Q Good afternoon, Ms. Clugy, how are you?

A I'm doing fine, thank you.

Q I'm Susan Masterton with Embarq, and I just a couple of questions for you.

First, I wanted to reference your direct testimony at Page 7. No, wait. I mean your rebuttal. I'm sorry, your rebuttal testimony at Page 7.

A Okay.

Q And then looking at Lines 20 to 22. And there you say that Intrado's proposed definition of end user reflects the entities that will be purchasing services from the parties. Is that correct?

A Yes.

Q What end users will Intrado have in Florida under the current price list on file with the Commission?

A The end users Intrado will have now will be public safety answering points, Intrado Comm.

Q Okay. But you state in your testimony at Page 8, and I think this is your -- yes, your rebuttal testimony again at Page 8 --

A Yes, ma'am.

Q -- Lines 8 through 10. You state that carriers are end users in some instances, or that the Federal Communications Commission has determined that. Is that correct?

A Yes, that carriers can be end users, that is correct.

Q Are there any services that Intrado has on its price list in Florida today that Intrado would sell to carriers and that Intrado would consider retail service?

A No.

Q And what about services that Intrado would provide to a company like Vonage?

A Intrado Comm does not offer those services today.

Q Okay. And are there any services that Intrado plans to provide in Florida to carriers or to companies like Vonage that Intrado would consider retail services?

A At this point, no. To be very frank with you, I really don't even want to begin to try to glean what the

product team would be offering, but in the immediate future while Intrado deploys its services to PSAPs, I believe they are not contemplating offering any services that carriers would purchase off a price list.

Q Okay. Or carriers or companies like Vonage, does that include companies like Vonage?

A Yes, ma'am.

MS. MASTERTON: Okay. That's all the questions that I have. Thank you.

THE WITNESS: Thank you.

MS. TAN: Okay. Does Intrado have any redirect?

MS. KISER: No redirect. Thank you.

MS. TAN: Okay. I believe at this time that everyone would like to have an electronic copy of this testimony. Am I correct?

MS. MASTERTON: Correct.

MS. KISER: You're right.

MS. TAN: Okay. Are there any outstanding issues that we need to discuss?

MS. KISER: I don't think so, not on our side.

(The deposition concluded at 4:55 p.m.)

* * * * * * *

ERRATA SHEET

DO NOT WRITE ON TRANSCRIPT - ENTER CHANGES HERE

IN RE: DOCKET NO. 070699-TP
NAME: CYNTHIA CLUGY
DATE: June 25, 2008

PAGE	LINE	CHANGE

CERTIFICATE OF OATH

STATE OF TEXAS

COUNTY OF TRAVIS

I, the undersigned authority, certify that Cynthia A. Clugy personally appeared before me at 500 North IH 35, Austin, Texas and was duly sworn by me to tell the truth.

WITNESS my hand and official seal in the City of Austin, County of Travis, State of Texas, this 25 day of June, 2008.

DONNA R. McCAIN
Notary Public, State of Texas
My Commission Expires
DECEMBER 03, 2010

Notary without Bond

Donna R. McCain

Notary Public

State of Texas

Personally Known _____ OR Produced Identification ✓

Type of identification produced Texas Drivers License 05214886

STATE OF FLORIDA)
: CERTIFICATE OF REPORTER
COUNTY OF LEON)

I, JANE FAUROT, Official FPSC Commission Reporter, do hereby certify that I was authorized to and did stenographically report the foregoing deposition at the time and place herein stated.

I FURTHER CERTIFY that this transcript, consisting of 18 pages, constitutes a true record of the testimony given by the witness.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED THIS 3rd day of July, 2008.

JANE FAUROT, RPR
Chief, Hearing Reporter Services
Office of Commission Clerk
(850) 413-6732

intrado®
Communications Inc.

Thomas Hicks

Director – Carrier Relations

July 9, 2008

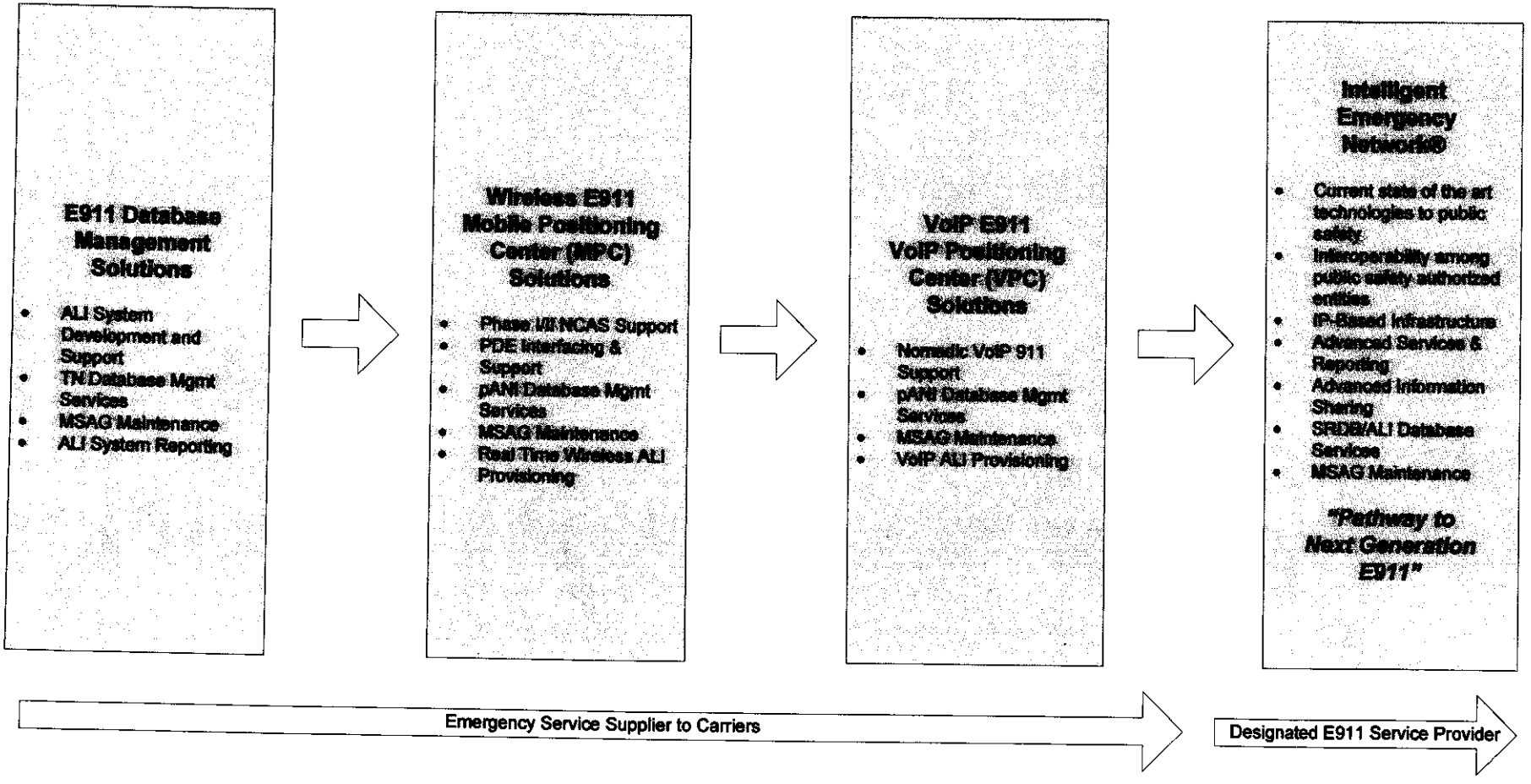
FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP EXHIBIT 10
COMPANY FL PSC Staff
WITNESS Thomas Hicks
DATE 07/09/08

Docket No. 070699

Ex. 10

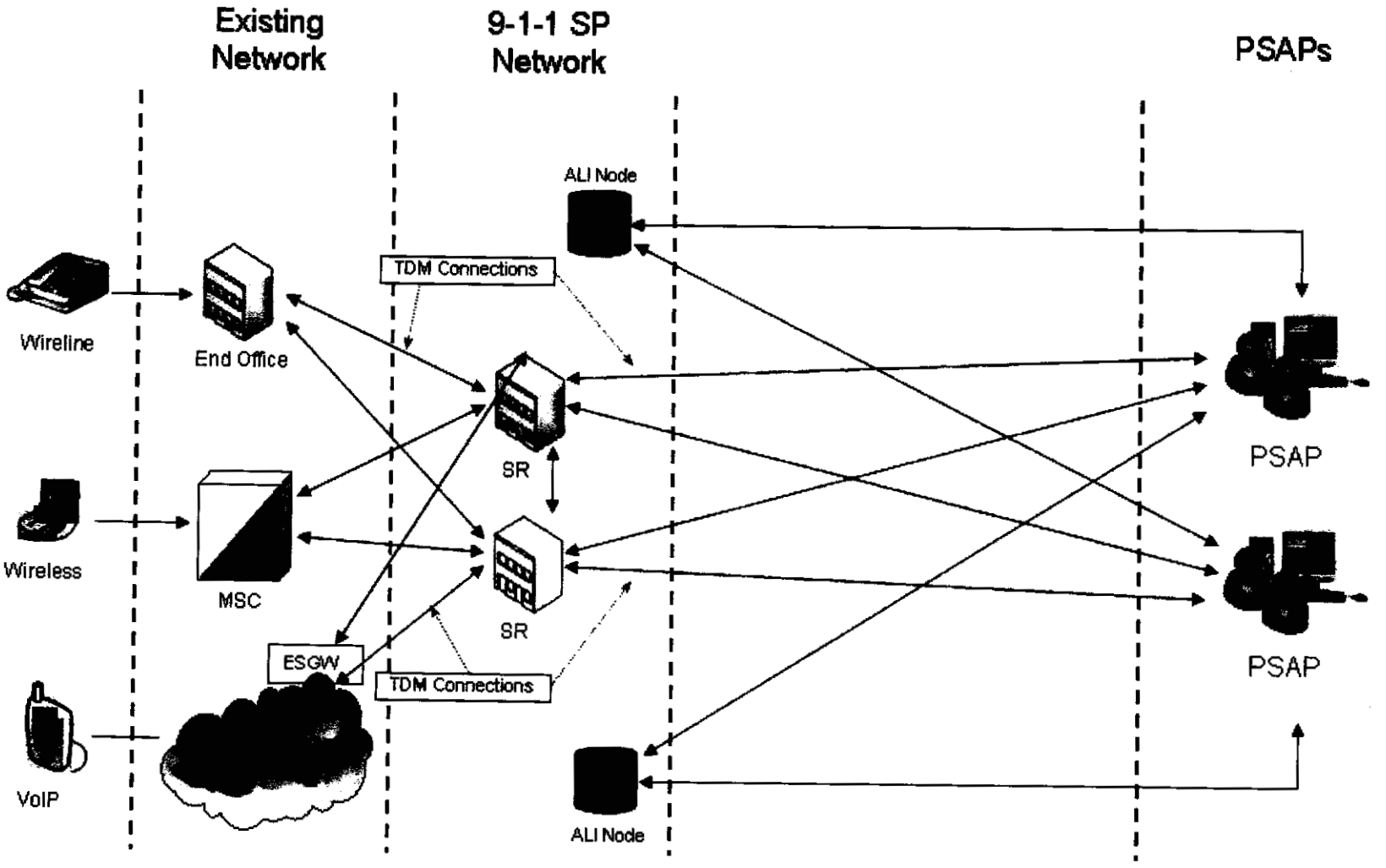
Intrado Emergency Service Evolution

Designed to Meet Public Safety's Growing Critical Response Needs

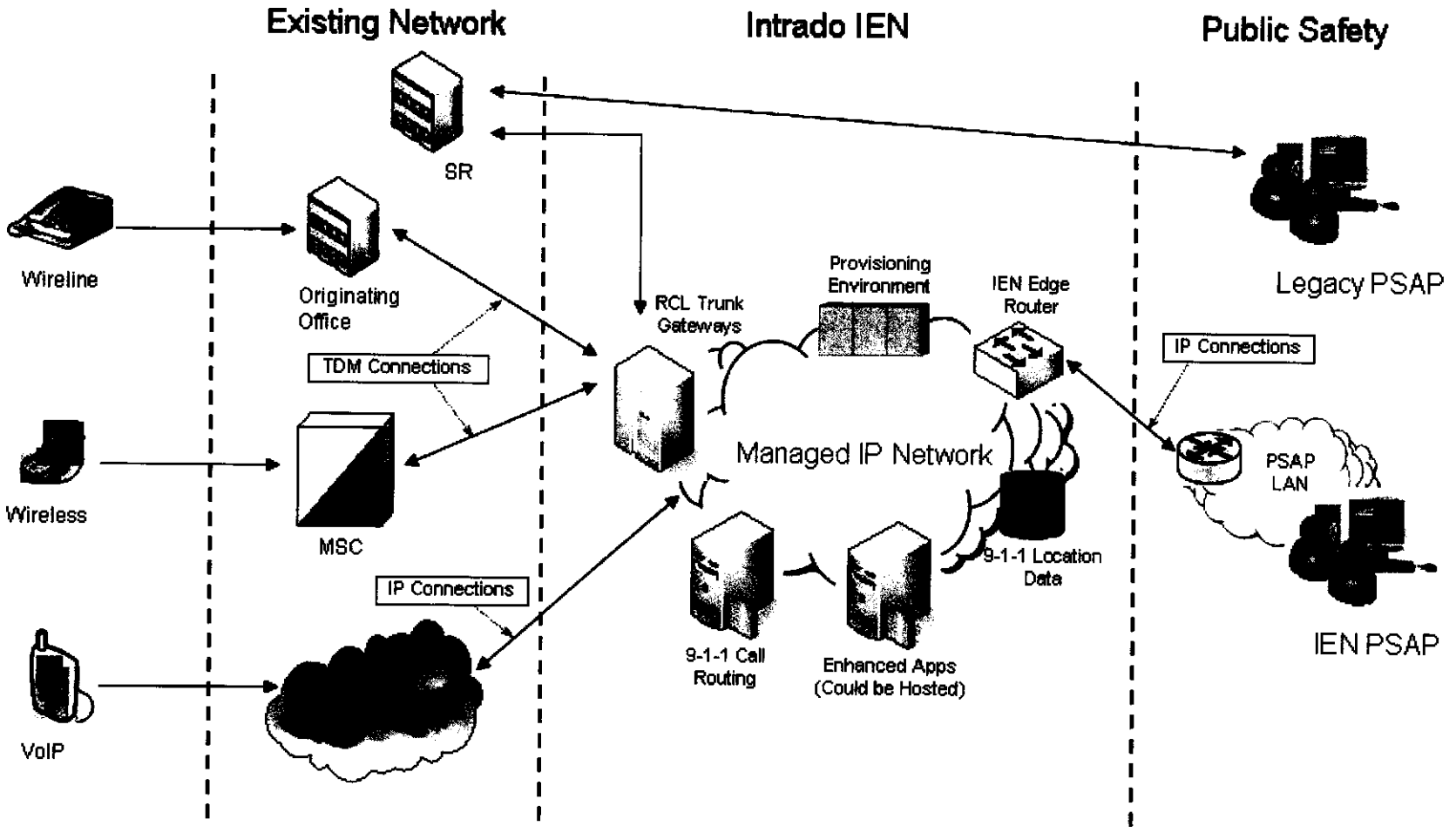


Docket No. 070699

Legacy 911 Environment



Intelligent Emergency Network



EMBARQ™

This Way To Common Sense ™

Opening Statement

Before the Florida Public Service Commission

James M. Maples

Docket No. 070699-TP

July 9, 2008

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP EXHIBIT 11
COMPANY Intrado
WITNESS James M. Maples
DATE 07/09/08

Voice | Data | Internet | Wireless | Entertainment

Introduction

EMBARQ

- The primary issue in dispute is whether Section 251(c) of the 1996 Telecommunications Act applies when Intrado is the 911 service provider to a Public Safety Answering Point (PSAP)
  - What is the appropriate classification of the service?
  - Should the interconnection arrangements be governed via Section 251(c) or Section 251(a) of the 1996 Telecommunications Act?
- The remaining issues will be settled with the resolution of these issues.

What Services does Intrado Provide or Intend to Provide in Florida?



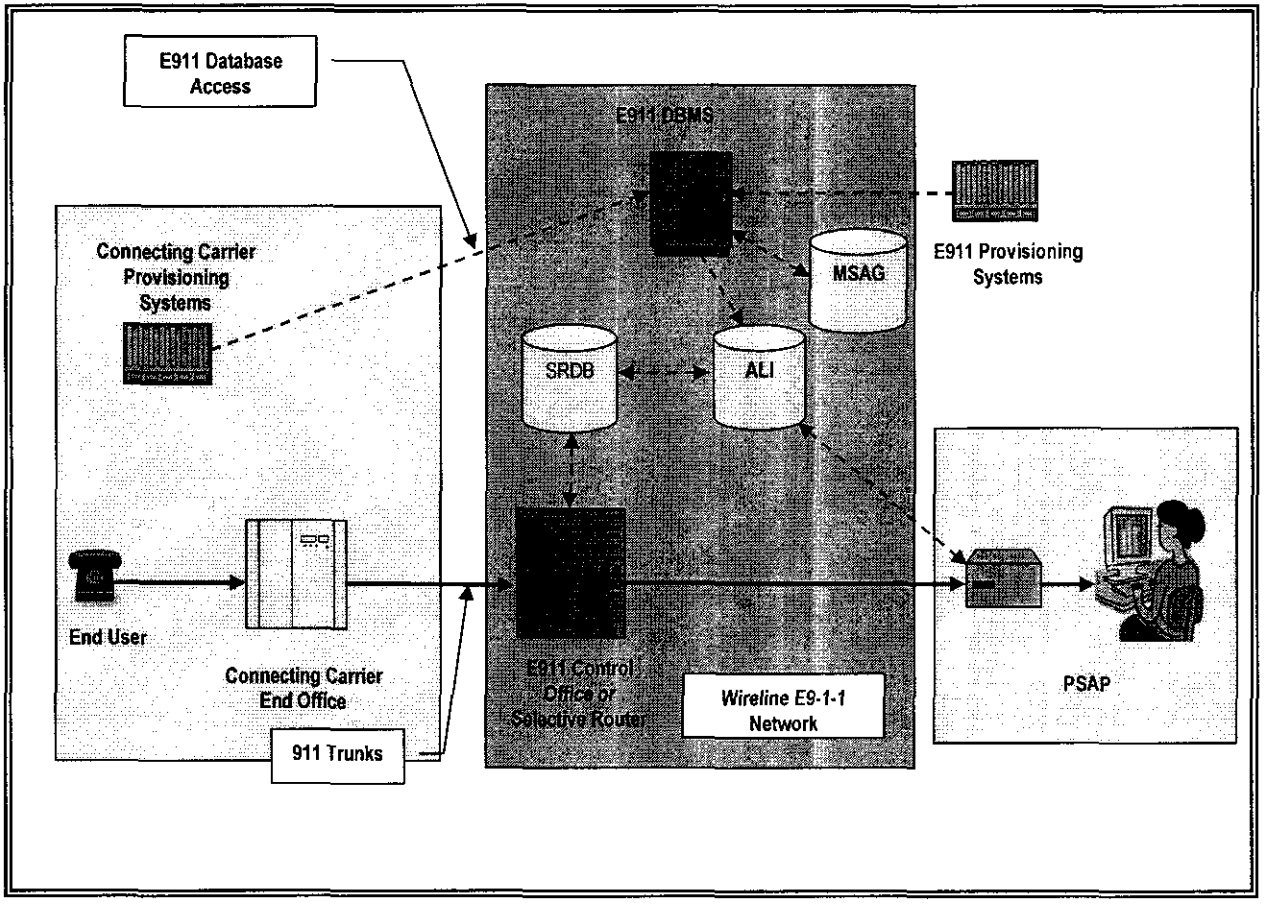
- Intrado intends to provide 911 service to PSAPs
- According to Intrado's testimony:
  - Intrado currently does not provide this service
  - PSAPs will be Intrado's only end users

What are the Typical Components of 911 Service Sold to PSAPs?

EMBARQ

- Selective Routing
  - Determines which PSAP to route the 911 call to.
- Database Management
  - Automatic Location Identification (ALI) contains the 911 caller's location.
  - Master Street Address Guide (MSAG) maps addresses with PSAPs.
- Database Access
  - PSAP queries ALI to determine 911 caller location.
- Trunk Facilities
  - Connects PSAP to Selective Router and Databases.
- PSAP Terminal Equipment
  - Handles the 911 call and queries the ALI.

Typical E911 Components



DBMS	Database Management System (Provides the interface with the various databases).
MSAG	Master Street Address Guide (Table of addresses used to validate addresses input into the ALI).
ALI	Automatic Location Identification Database (Provides end user location information to the PSAP).
SRDB	Selective Router Database (Identifies which PSAP to route the 911 call to).
PSAP	Public Safety Answering Position (The entity that answers the 911 call and provides assistance).

Unique Characteristics Of 911 Service



- Federal law [not Section 251(c)] mandates access.
- No choice of providers to access PSAP.
- A 911 call is jurisdictionally agnostic, that is, it is neither local or toll.
- 911 calls have never been subjected to intercarrier compensation (access or reciprocal compensation).
- End users fund 911 and E911 services via a surcharge that is collected and remitted to a state agency that manages the fund.

What has the FCC Decided?



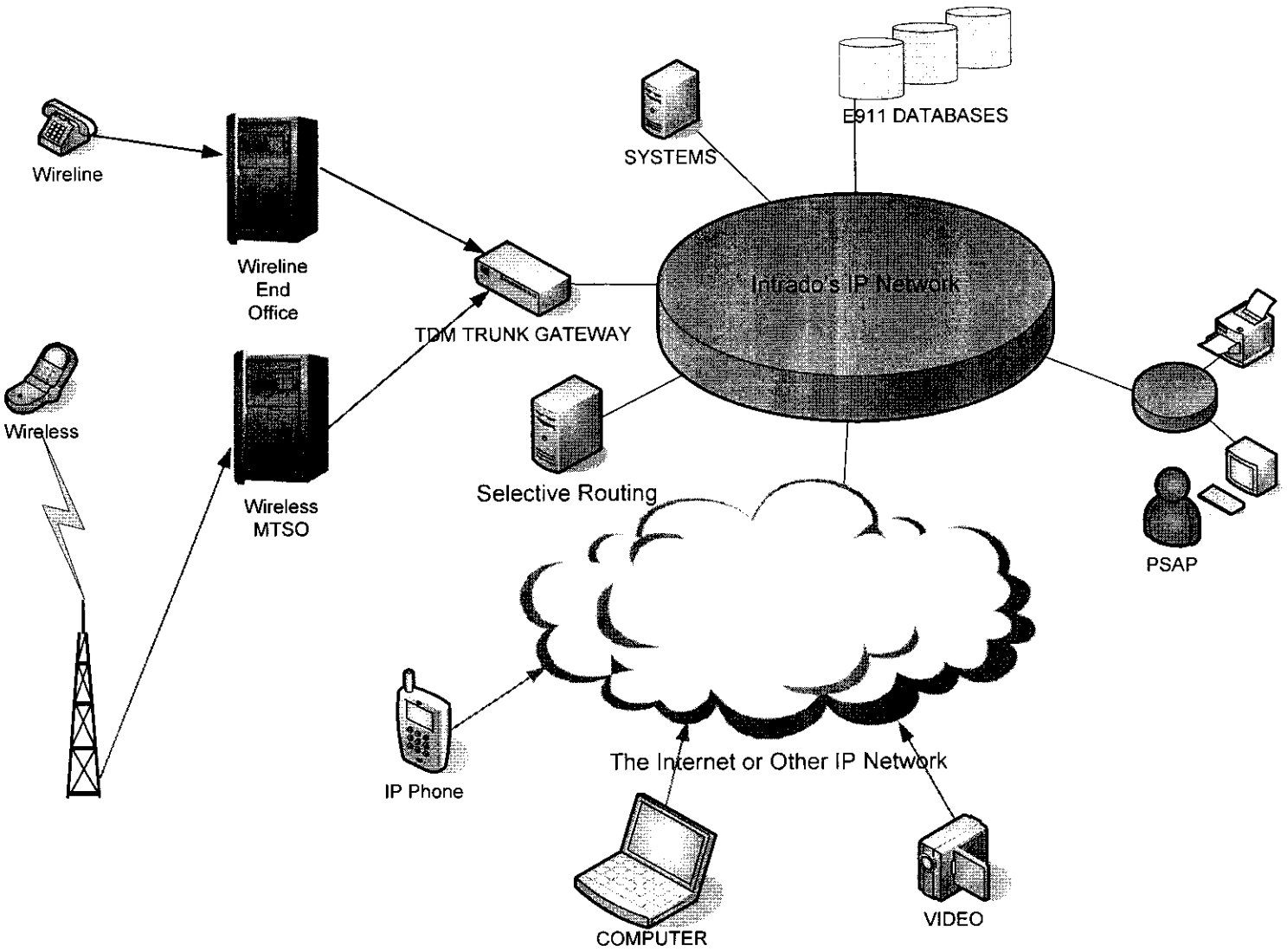
- All companies connected to the PSTN must provide 911 access to their end users.
- 911 service involves both telecommunications and information service.
- 911 service is **NOT** 100% intrastate and the FCC has partial jurisdiction.
- The Wireline E911 Network is a dedicated network that is largely separate but connected to the PSTN.
- The point of demarcation between the PSTN and the Wireline E911 Network is the selective router.

What has the FCC not Decided?



- The FCC has not determined the classification of IP-Enabled 911 service (telecommunications or information).
- An IP-Enabled service is any service that relies on the Internet Protocol family.

Intrado's Network



Characteristics of Intrado's Services



- Uses Internet Protocol (IP).
- It is an IP-Enabled service.
- It is more than just transport.
- 911 Calls from traditional networks (not IP-based) must undergo a protocol conversion to IP.
- 911 Calls from the Internet or other IP-based networks are connected directly without a protocol conversion.
- Voice and information services are combined on the same platform.
- Capable of handling NG-911 multimedia 911 calls.

Must 911 Service be Declared "Telephone Exchange" to Enable Competition?

EMBARQ™

- No. Embarq has agreed to include commercial Section 251(a) terms and Section 251(c) terms in a single agreement provided they are in separate and clearly delineated sections.
  - Inter-Selective Routing
  - Point of Interconnection on Intrado's Network
  - Direct End Office Trunking Where Appropriate
  - No Charge for Selective Routing in Split Wire Centers

Inter-Selective Routing Interconnection Arrangements are Section 251(a) Commercial Arrangements

- Inter-selective routing is the transfer of a 911 call between PSAPS.
- It involves a connection between two Wireline E911 Networks, not the PSTN.
- It is a co-carrier or "peering arrangement".
- The PSAPs are likely located in separate counties which may be toll points for normal calling.
- Embarq engages in these inter-selective routing arrangements today via commercial agreements [Section 251(a) Agreements].
- Embarq has offered to connect with Intrado in the same manner.

Interconnection Arrangements between Embarq and Intrado when Intrado Serves the PSAP are Section 251(a) Commercial Arrangements

- Intrado controls access to the PSAP.
- Intrado maintains the ALI and MSAG database access.
- Embarq must request access per Federal statutes.
- Embarq is the requesting carrier, not Intrado.
- Embarq is no different than any other carrier that must seek access including Wireless, CLEC, and VoIP providers.
- There is no reason to treat Embarq differently than the other voice providers, especially when one considers the number of wireless, CLEC and VoIP telephones in service.
- Section 251(c) requirements are not necessary for Intrado's market entry or to give them negotiating leverage.
- Section 251(c) does not apply to Intrado, Section 251(a) does.

Intrado Cannot Demand That Embarq Establish Dual Points of Interconnection (POIs) on Intrado's Network When Intrado Serves the PSAP under Section 251(c)

- The Telecom Act and the FCC's orders and regulations implementing the Act state that a carrier seeking interconnection under section 251(c) can select a POI within the incumbent's network, not on the requesting carrier's network.
- A POI that is within the incumbent's network is logically within its serving territory and located at a physical point where the incumbent's network exists.
- The Florida Commission confirmed this interpretation in the Generic Reciprocal Compensation dockets during 2002-2003.

Intrado Cannot Dictate How Embarq Switches E911 Calls in Split Wire Center Scenarios When Intrado Provides Service to the PSAP

- A split wire center is a central office that is served by more than one PSAP.
  - Embarq has agreed to direct trunk 911 calls from central offices to Intrado's selective router from central offices that are served by a single PSAP.
  - Intrado is demanding that Embarq implement Class Marking or Line Level Translations.

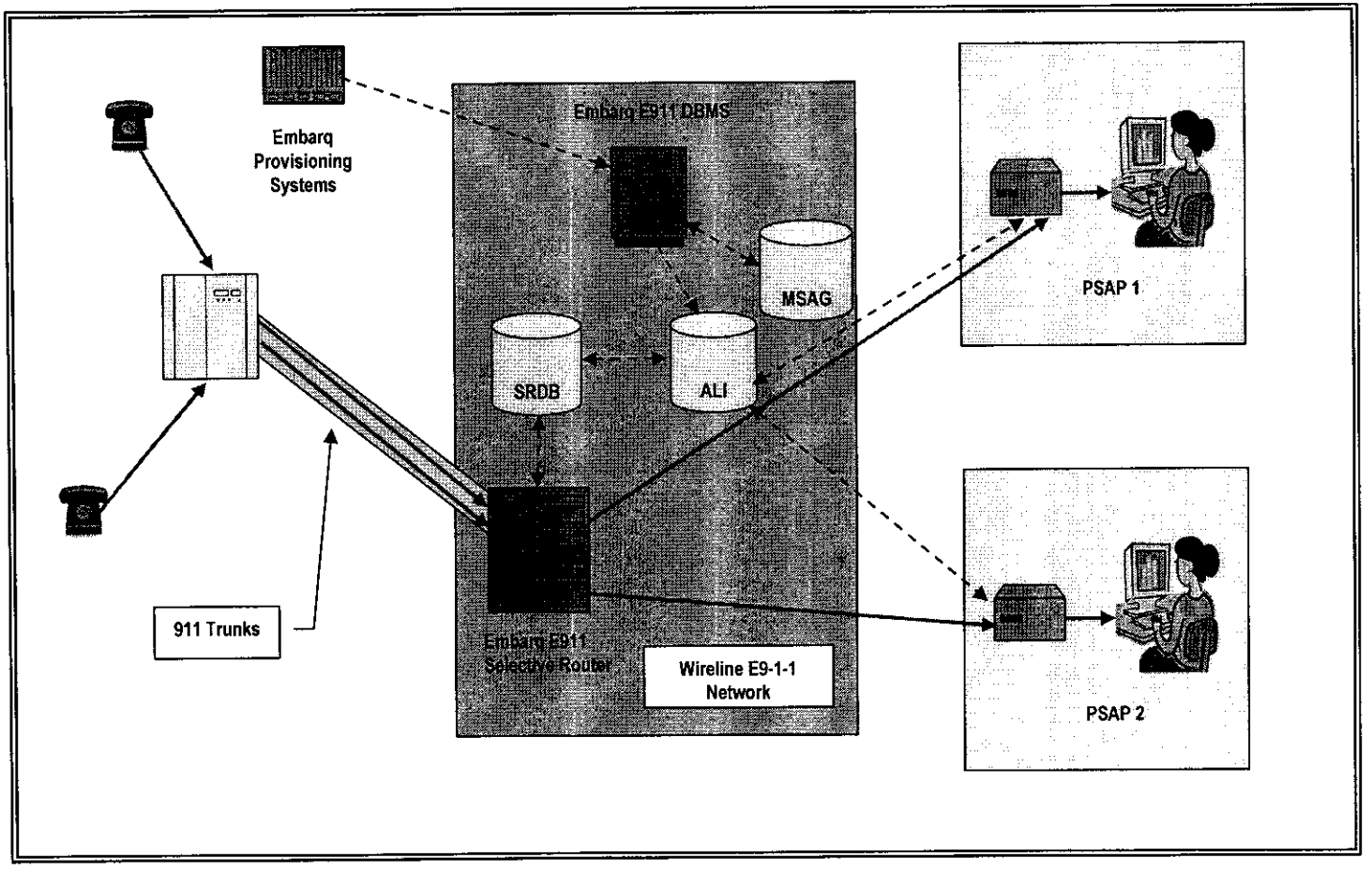
Class Marking

EMBARQ

- Is not recommended by NENA (National Emergency Number Association).
- The implementation of class marking is essentially duplicating the selective routing function in an end office switch.
- Class Marking imposes unnecessary burdens and costs on Embarq requiring it to establish expensive new systems and processes, including thorough testing to ensure error free call processing.
- Section 251(c) does not obligate Embarq to absorb the cost of an unreasonably expensive form of interconnection demanded by a requesting carrier.
- The transition of the existing lines is manually intensive, expensive, and risks major disruption of 911 service.

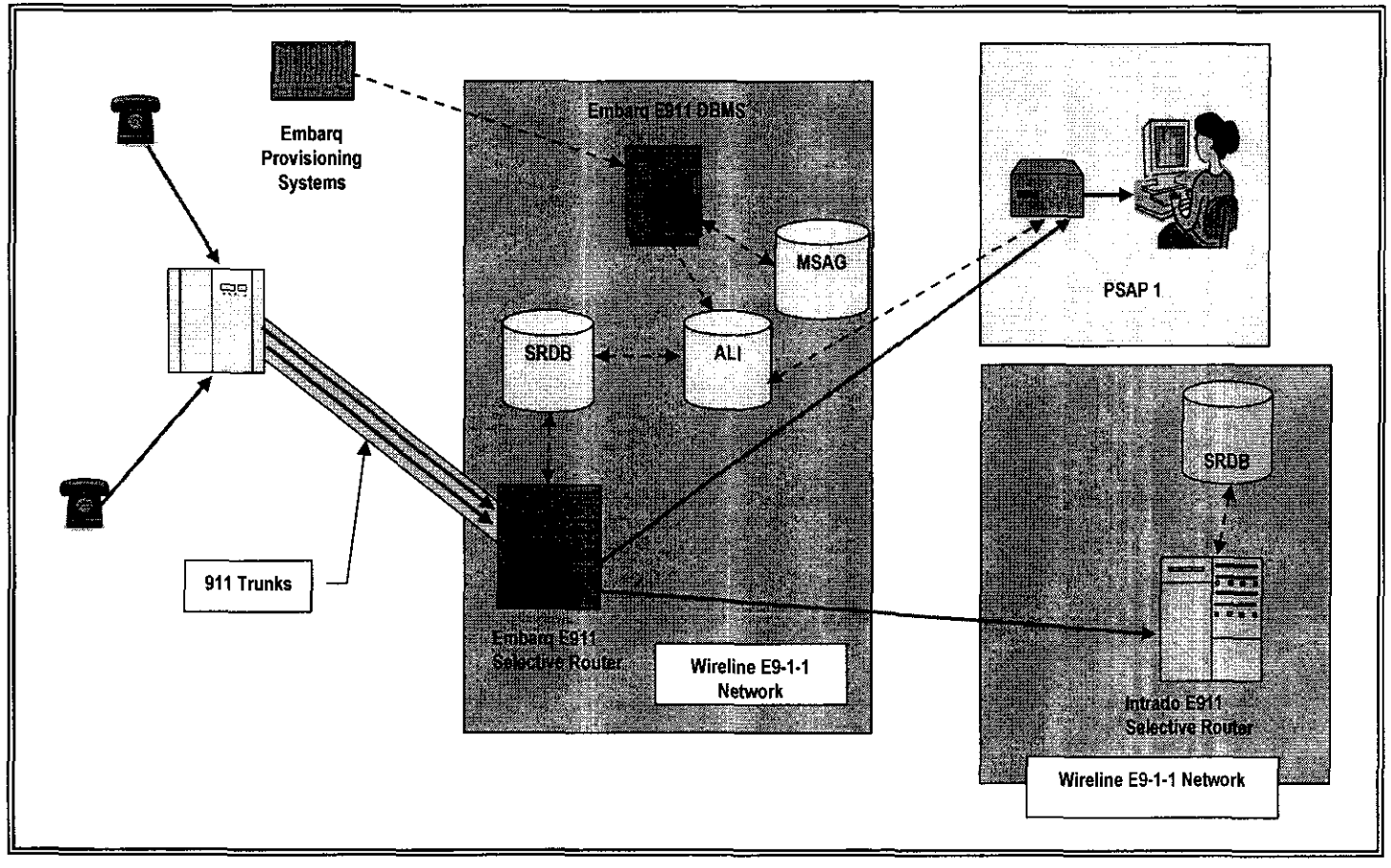
Split Wire Center - Embarq Serving PSAPs

Today in split wire center situations Embarq uses its selective router to determine what PSAP to route the 911 call to. This is what selective routers were designed for. Embarq has automated and efficient systems and databases for maintaining the appropriate tables for accurate routing.



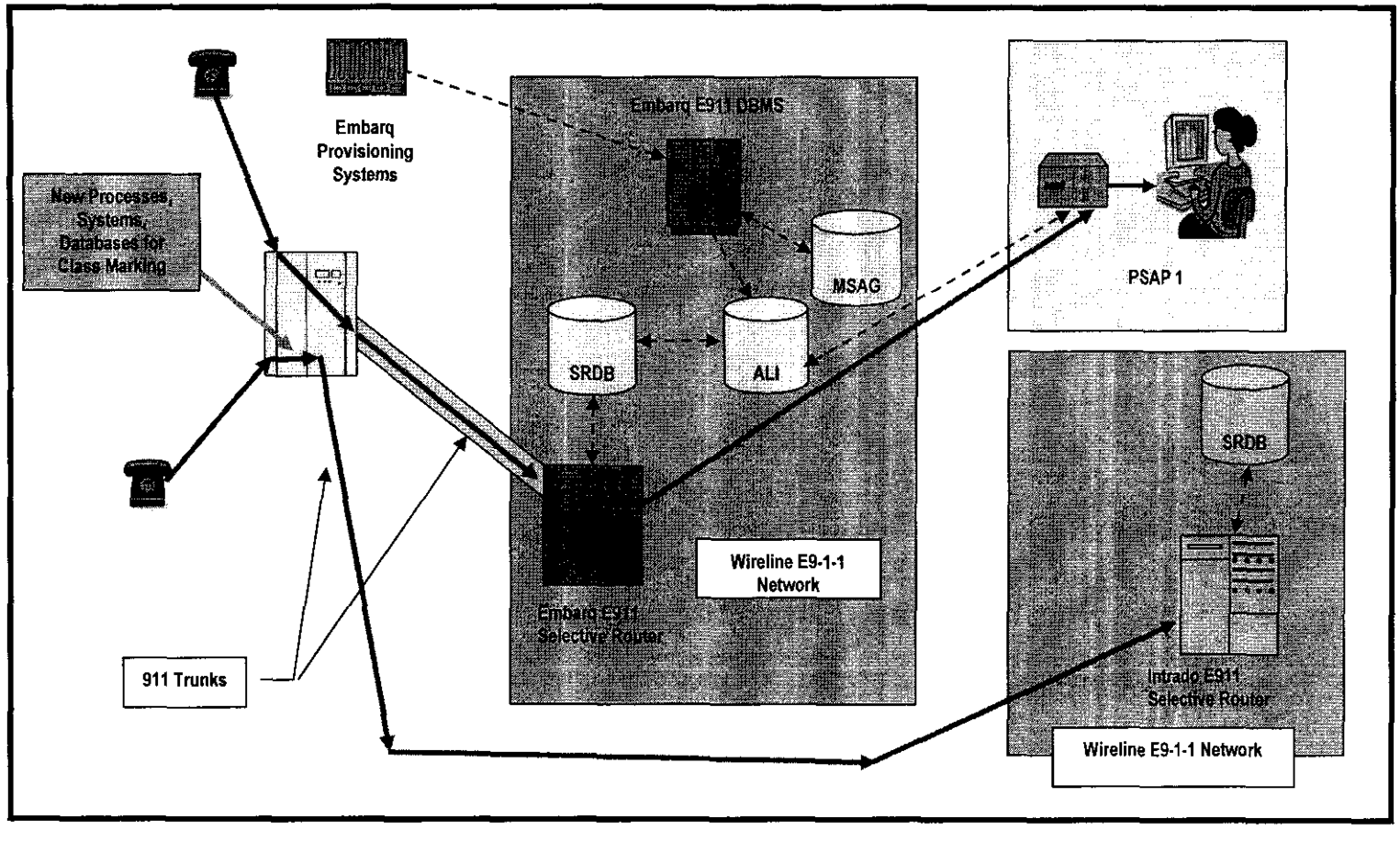
Split Wire Center - Separate Companies Serving PSAPS - Embarq Solution

If Intrado becomes the 911 provider to one of the PSAPs Embarq wants to redirect the calls from that selective router to Intrado's selective router.



Split Wire Center - Separate Companies Serving PSAPS - Intrado Solution

Intrado is demanding that Embarq not use its selective routers for this purpose but that Embarq implement a costly and inefficient form of routing referred to as Class Marking (or *line level translations*).



Definition of the Term "End User"



- An End User is the ultimate consumer of a retail service.
- Carriers buying wholesale services are not End Users.
- Intrado's proposed definition is overly broad and will enable it to improperly sell services to Carriers.
- Intrado's testimony is that the only End Users it will have are PSAPs.
- Embarq's definition includes PSAPs but excludes Carriers.

"Designated" vs. "Primary" 911 Provider



- Intrado is attempting to prohibit Embarq from applying its lawfully filed Florida tariffs and billing PSAPS for the records it provides to Intrado when Intrado is the ALI database provider.
- Embarq maintains a separate database system dedicated to 911 for the creation and ongoing maintenance of records that are sent to the 911 database provider.
- Intrado does not create this information which is essential for the ALI database.
- Intrado is simply seeking access to the information for free, neither offering to pay for it or agree that the PSAP should pay for it.
- Intrado's demand is not carrier or technology neutral.
  - Wireless carriers can recover the cost of providing these records directly from the wireless fund (§365.173(2)(d) of the Florida statutes)
- Intrado ignores the fact that the source of this money is from Embarq's end users.
  - It would be inappropriate for Embarq's end users to pay for the service through the 911 surcharge and also through their basic rates.

CONCLUSION

- Embarq's positions are consistent with regulations and offer a reasoned approach to the issues.
- Embarq's positions do not inhibit Intrado's entry into the 911 market.
- Embarq is ready and willing to connect with Intrado for the provision of excellent 911 service to Florida consumers.

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: Cynthia Clugy

PARTY: Intrado

DESCRIPTION: E911 Port Service Request Guidelines,
exhibit attached to rebuttal testimony

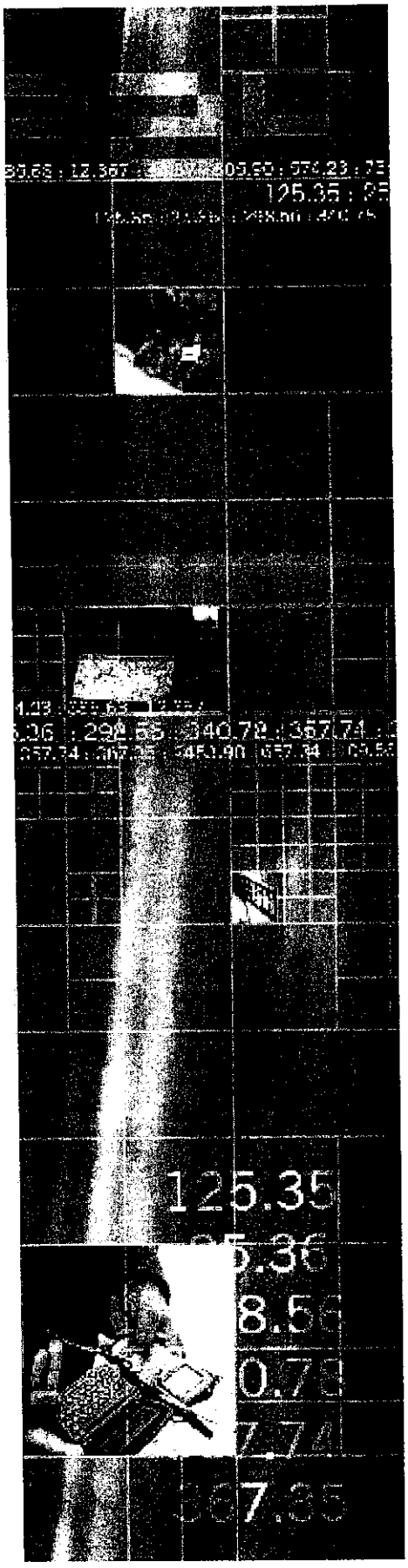
FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 12
COMPANY Intrado
WITNESS Cynthia Clugy (CC-1)
DATE 07-09-08

PROFFERING PARTY: Staff

I.D. # CC-1

E911 Port Service Request
Guidelines

Version 2008.05.15



intrado
Communications Inc.

Notice

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Longmont, CO 80503

720.494.5800

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Port Service Request (PSR) Instructions and Field Descriptions

PSR Form Submittal Instructions

1. Complete the Port Service Request (PSR) form for each Point of Interface (POI) you will be connecting to.
2. Submit the completed PSR form to IENVprovisioning@intrado.com.
3. Upon receipt of the completed PSR form, Intrado will review the information provided and will reply within two (2) business days as follows:
   - — Provide confirmation of receipt of the properly completed PSR form
   - — Provide the Intrado Facility Point Codes (if applicable – applies to SS7 Connectivity only)
   - — If the form is not properly completed, the confirmation will indicate missing or incorrect data and what additional or corrected information is needed. Please resubmit a properly completed form within two (2) business days (or sooner).
4. Once your circuit is delivered to the POI location, resubmit the PSR form as 'version 2' with your requested test date and the Exchange Company Circuit ID fields populated on the 'version 2' submittal.
5. Once the cross connect is completed, Intrado will notify the TSP of completion within five (5) business days of the 'version 2' submittal and schedule initial testing.
6. Please forward any questions to IENVprovisioning@intrado.com.

PSR Field Descriptions

Administrative Information Section of PSR Form

PON: Purchase Order Number. Identifies the Telephone Service Providers (TSP's) unique purchase-order or requisition number that authorizes the issuance of this request or supplement.

USAGE – The field is required.

DATA CHARACTERISTICSCHARACTERISTICS – 16 alpha numeric characters

EXAMPLE: 824Z9

VER: Version Identification. Identifies the TSP version number.

USAGE – The field is required.

DATA CHARACTERISTICSCHARACTERISTICS – Up to 2 alpha numeric characters

EXAMPLE: A2

D/TSENT: Date Sent. Identifies the date the Port Service Request is sent by the TSP.

Two-Digit Month (01-12)

Two-Digit Date (01-31)

Four-Digit Year (0000-9999)

USAGE – The field is required.

DATA CHARACTERISTICSCHARACTERISTICS – 8 numeric characters (including 2 hyphens)

EXAMPLE: 05-22-2007

DDD: Desired Due Date. Identifies the TSP's expected delivery of CFA (Tie Down) .

Two-Digit Month (01-12)

Two-Digit Date (01-31)

Four-Digit Year (0000-9999)

USAGE – The field is required.

DATA CHARACTERISTICSCHARACTERISTICS – 8 alpha numeric characters (including 2 hyphens)

EXAMPLE: 03-02-2008

PROJECT: Project Identification. Identifies the project with which the request is to be associated. Examples of the use of this field would be relating multiple requests especially for an initial cutover.

USAGE – The field is optional.

DATA CHARACTERISTICSCHARACTERISTICS – Up to 16 alpha numeric characters

EXAMPLE: MS736119

PPTD: Test Date. Identifies the pre-negotiated test date for the start of testing. Must be greater than the desired due date.

USAGE – The field is optional.

DATA CHARACTERISTICSCHARACTERISTICS – 8 alpha numeric/characters (including 2 hyphens)

VALID ENTRIES:

U.S. Standard	Metric Format
Two -Digit Month (01-12)	Two -Digit Century (00-99)
Two-Digit Day (01-31)	Two-Digit Year (00-99)
Four-Digit Year (0000-9999)	Two-Digit Day (01-31)

EXAMPLE: 03-22-2007

NOR: Number of Requests. Identifies both specific and total quantity of requests within a group of Requests being ordered.

USAGE – The field is required

DATA CHARACTERISTICS – 4 numeric characters

EXAMPLE: 01 of 06

ACT: Activity. Identifies the activity involved in this request.

USAGE – The field is required.

DATA CHARACTERISTICS – 1 alpha character

VALID ENTRIES

New installation or increase in capacity

Disconnection or decrease in capacity

Change CAMA to SS7, ISDN, or IP

EXAMPLE: N

SUP: Supplement Type. A supplement is any new iteration of a PSR. The entry in the SUP field identifies the reason for which the supplement is being issued.

USAGE – The field is conditional. Not for use on an initial request.

DATA CHARACTERISTICS – 1 numeric character

VALID ENTRIES:

Cancel – Indicates that the pending order is to be cancelled in its entirety.

New Due Date – Indicates that the pending order requires only a change of due date.

Other – Any other change to the request.

Correction – Indicates that this request is being issued to correct a previous request for which a firm confirmation has not been received.

EXAMPLE: 4

EXP: Expedite. Indicates that expedited treatment is requested and any charges generated in provisioning this request (e.g., additional engineering charges or labor charges if applicable) will be accepted.

USAGE – The field is optional.

DATA CHARACTERISTICS – 1 alpha character

VALID ENTRIES:

Y = Expedite Charges Authorized

EXAMPLE: Y

CKR: TSP Circuit Reference (primary/secondary). Identifies the circuit number or range of circuit numbers used by the TSP.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 53 alpha/numeric characters.

EXAMPLE: 0002/DF88ES

ECCKT. Exchange Company Circuit ID (Primary/Secondary). Identifies the LEC local loop circuit ID or multiple circuit IDs.

USAGE – The field is required on final draft of order (Version 2).

DATA CHARACTERISTICS – Up to 53 alpha/numeric characters.

EXAMPLE: 0002/DF88ES

RORD. Related Order Number – Identifies a related AP order number.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 17 alpha/numeric characters

EXAMPLE: C456895

RPON: Related Purchase Order Number. Identifies the PON of a related Port Service Request.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 16 alpha/numeric characters

EXAMPLE: 824Z9

POI SITE: Point of Interface Site. The location of the POI site that the TSP is connecting into. Each TSP must connect to a minimum of two POI locations. For a list of POI locations, go to Intrado's IEN Interconnection web page at www.Intradocomm.com.

USAGE – The field is required.

DATA CHARACTERISTICS – City: 32 alpha characters, State: 2 alpha characters

EXAMPLE: City: Denver; State: CO

POI CLLI CODE: Point of Interface Site CLLI Code. The CLLI code of the POI site you are connecting into. For a list of POI CLLI Codes, go to Intrado's IEN Interconnection web page at www.Intradocomm.com.

USAGE – The field is required.

DATA CHARACTERISTICS – 11 alpha/numeric characters

EXAMPLE: WCHSOHGR0ED

REMARKS: Identifies a free flowing field which can be used to expand upon and clarify other data on this form.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 186 alpha/numeric characters

EXAMPLE: DISC OF FIRST CIRCUIT IN GROUP

Billing Section of PSR Form

BILLNM: Billing Name. Identifies the name of the person, office, or company to whom the TSP has designated that the bill be sent.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 25 alpha/numeric characters

EXAMPLE: XYZ CORPORATION

SBILLNM: Secondary Billing Name. Identifies the name of a department or group within the designated BILLNM entry.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 25 alpha/numeric characters

EXAMPLE: TSPCOUNTS RECEIVABLE

STREET: Street Address. Identifies the street of the billing address associated with the billing name.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 25 alpha/numeric characters

EXAMPLE: 125 E MAIN STREET

FLOOR: Identifies the floor for the billing address associated with the billing name.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 3 alpha/numeric characters

EXAMPLE: 32

ROOM: Identifies the room for the billing address associated with the billing name.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 6 alpha/numeric characters

EXAMPLE: 1K151A

CITY: Identifies the city, village, township, etc. of the billing address associated with the billing name.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 25 alpha/numeric characters

EXAMPLE: LONGMONT

STATE: State/Province. Identifies the two character postal code for the state/province of the billing address associated with the billing name.

USAGE – The field is required.

DATA CHARACTERISTICS – 2 alpha/numeric characters

EXAMPLE: CO

ZIP CODE: Identifies the zip code or zip+4 of the billing address associated with the billing name.

USAGE – The field is required.

DATA CHARACTERISTICS – 12 alpha/numeric characters

EXAMPLE: 07039 or 08854-1234

BILLCON: Billing Contact. Identifies the name of the person or office to be contacted on billing matters.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 15 alpha/numeric characters

EXAMPLE: JANE T DOE

TEL NO: Telephone Number. Identifies the telephone number of the billing contact.

USAGE – The field is required.

DATA CHARACTERISTICS – 14 (10 digit + 4 digit extension) alpha/numeric characters (including 3 hyphens)

EXAMPLE: 201-555-3400-2223

Contact Section of PSR Form

INIT: Initiator Identification. Identifies the TSP's employee who originated this request.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 15 alpha/numeric characters

EXAMPLE: JOHN SMITH

TEL NO: Telephone Number. Identifies the telephone number of the TSP's employee who initiated the request.

USAGE – The field is required.

DATA CHARACTERISTICS – 14 (10 digit + 4 digit extension) alpha/numeric characters (including 3 hyphens)

EXAMPLE: 201-555-3400-2225

FAX NO: Fax Number. Identifies the fax number of the TSP's employee who initiated the request.

USAGE – The field is optional.

DATA CHARACTERISTICS – 10 digits (including 2 hyphens)

EXAMPLE: 201-981-3500

ENGINEERING: Engineering Identification

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 15 alpha/numeric characters

EXAMPLE: JOHN SMITH

TEL NO: Telephone Number. Identifies the telephone number of the Engineering Contact.

USAGE – The field is required.

DATA CHARACTERISTICS – 14 (10 digit + 4 digit extension) alpha/numeric characters (including 3 hyphens)

EXAMPLE: 201-555-3400-2225

FAX NO: Fax Number. Identifies the fax number of the Engineering Contact.

USAGE – The field is optional.

DATA CHARACTERISTICS – 10 digits (including 2 hyphens)

EXAMPLE: 201-981-3500

TEST: Tester Identification

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 15 alpha/numeric characters

EXAMPLE: JOHN SMITH

TEL NO: Telephone Number. Identifies the telephone number of Tester.

USAGE – The field is required.

DATA CHARACTERISTICS – 14 (10 digit + 4 digit extension) alpha/numeric characters (including 3 hyphens)

EXAMPLE: 201-555-3400-2226

FAX NO: Fax Number. Identifies the fax number of the Tester.

USAGE – The field is optional.

DATA CHARACTERISTICS – 10 digits (including 2 hyphens)

EXAMPLE: 201-981-3500

SITE: Site Contact Tester Identification

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 15 alpha/numeric characters

EXAMPLE: JOHN SMITH

TEL NO: Telephone Number. Identifies the telephone number of the TSP's Site Contact.

USAGE – The field is required.

DATA CHARACTERISTICS – 14 (10 digit + 4 digit extension) alpha/numeric characters (including 3 hyphens)

EXAMPLE: 201-555-3400-2226

FAX NO: Fax Number. Identifies the fax number of the TSP's Site Contact.

USAGE – The field is optional.

DATA CHARACTERISTICS – 10 digits (including 2 hyphens)

EXAMPLE: 201-981-3500

NOC: Network Operations Center. Identifies the NOC Name for future trouble reporting of this connectivity.

USAGE – The field is required.

DATA CHARACTERISTICS – 25 alpha/numeric characters

EXAMPLE: XYZ NOC

TEL NO. Telephone Number. Identifies the NOC Telephone number for future trouble reporting of this connectivity.

USAGE – The field is required.

DATA CHARACTERISTICS – 10 digits (including 2 hyphens)

EXAMPLE: 201-981-3500

NOC EMAIL ADDRESS: Network Operations Center Email Address. Identifies the email address of the TSPs NOC.

USAGE – The field is required.

DATA CHARACTERISTICS – 50 alpha/numeric characters

EXAMPLE: XYZCORPNOC@XYZ.COM

Trunking/Connectivity Section of PSR Form

Connectivity choices for connecting to Intrado's POIs. (Note: SS7 is the preferred method of connectivity.)

____ SS7 via VeriSign

____ SS7 via alternate SS7 provider

____ CAMA

DSO: Identifies number of DS 0s being used. (Note: Minimum requirement is two.)

USAGE – The field is required.

DATA CHARACTERISTICS – 2 numeric digits.

EXAMPLE: 02

HOM: Homed. Specify whether the connection from your End Office single (S), double (D) or triple (T) homed.

USAGE – The field is required.

DATA CHARACTERISTICS – 1 alpha character.

EXAMPLE: D

TRFTYP: Traffic Type. Identifies the type of Traffic, i.e., Wireline (WRLN), Wireless (WRLS) or Voice over IP (VOIP)..

USAGE – The field is required.

DATA CHARACTERISTICS – 4 alpha numeric characters

EXAMPLE: WRLN

TCIC: Trunk Circuit Identification Code. Identifies a specific trunk for which CCS is being performed.

USAGE – The field is required.

DATA CHARACTERISTICS – 11 alpha/numeric characters

EXAMPLE: 02345-02347

TRGP: Trunk Group. Identifies trunk group as either Selective Routing (SR) or Trunk only routing (TO).

USAGE – The field is required.

DATA CHARACTERISTICS – 2 alpha characters

EXAMPLE: TO

PSAP: Public Safety Answering Point. Identifies the Default Public Safety Answering Point to be used in the trunk group.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 25 alpha/numeric characters

EXAMPLE: HOWARD COMM CTR

NPAT: NPA per trunk group. If multiple NPAs are used, this field identifies the NPA per Trunk Group.

USAGE – The field is required if using CAMA and multiple NPAs only.

DATA CHARACTERISTICS – Up to 30 alpha/numeric characters

EXAMPLE: TR1=NPA212

CFA: Connecting Facility Assignment (TIE-DOWN). Identifies the provider carrier system and channel to be used from a Wideband Analog, High Capacity, or Optical Network facility when the customer has assignment control.

USAGE – The field is required on final draft of order (Version 2)

DATA CHARACTERISTICS – Up to 42 alpha/numeric characters

EXAMPLE: 101/T1/3/BSTNMAGTCGO/BSTNMAMTCG0

CSL: Customer Switch Location. Identifies the CLLI Code of the customer's switch.

USAGE – The field is required.

DATA CHARACTERISTICS – 11 alpha/numeric characters

EXAMPLE: CHCGILWRDS0

CSPC: Customer Signaling Point Code. Identifies the electronic address of the customer's signaling point (SP) or signaling transfer point (STP) in a CCS network.

USAGE – The field is required for SS7 connectivity.

DATA CHARACTERISTICS – 11 numeric characters (including 2 hyphens)

EXAMPLE: 249-255-101

NENA: NENA ID of Telephone Service Provider. Identifies the NENA ID.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 6 alpha/numeric characters

EXAMPLE: ITRDO

IMP: Implied NPA. Identifies the implied NPA.

USAGE – The field is required for CAMA connectivity.

DATA CHARACTERISTICS – 3 digits

EXAMPLE: 303

INF: Information Digit. Identifies if an information digit is being used.

USAGE – The field is required if using CAMA only.

DATA CHARACTERISTICS – One alpha character (Y) Yes or (N) No

EXAMPLE: N

ISUP: ISUP Parameter. Identifies the ISUP Parameter Used. (See ISUP Parameter Table on next page.)

USAGE – The field is required for SS7 connectivity.

DATA CHARACTERISTICS – Up to 6 alpha/numeric characters

EXAMPLE: NCASA1

Reference Tables for ISUP Parameter

ISUP Parameter	OLI	CpCAT	Called Party	Calling Party	Charge	Generic Digits

Option for wireline/wireless calls	Wireless	Emergency	Number	Number	Number	Parameter
NCAS A1	NO	YES	911	ANI/pANI	ANI/pANI	BLANK
NCAS A2	NO	YES	911	ANI/pANI	-	BLANK
NCAS A3	NO	YES	911	-	ANI/pANI	BLANK

ISUP Parameter Option for wireless calls	OLI Wireless	CpCAT Emergency	Called Party Number	Calling Party Number	Charge Number	Generic Digits Parameter
CAS A1	YES	YES	911	CBN	CBN	ESRD
CAS A2	YES	YES	911	CBN	-	ESRD
CAS A3	YES	YES	911	-	CBN	ESRD
CAS E1	YES	YES	ESRD	CBN	CBN	BLANK
CAS E2	YES	YES	ESRD	CBN	-	BLANK
CAS I1	YES	YES	ESRD	CBN	CBN	ESRD
CAS I2	YES	YES	ESRD	CBN	-	ESRD

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: Cynthia Clugy

PARTY: Intrado

DESCRIPTION: Excerpts of interconnection agreements, exhibit attached to rebuttal testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 13
COMPANY Intrado
WITNESS Cynthia Clugy
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # CC-2

TEMPLATE INTERCONNECTION AGREEMENT

TERMS AND CONDITIONS FOR INTERCONNECTION, UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES, AND RESALE OF TELECOMMUNICATIONS SERVICES

BETWEEN

Qwest Corporation

and

[COMPANY]

For the State of [STATE]

March 20, 2008

Agreement Number
CDS-xxxxxx-xxxx

Section 18.0 - AUDIT PROCESS

18.1 Nothing in this Section 18 shall limit or expand the Audit provisions in the Performance Assurance Plan (PAP). Nothing in the PAP shall limit or expand the Audit provisions in this Section 18. For purposes of this section the following definitions shall apply:

18.1.1 "Audit" shall mean the comprehensive review of the books, records, and other documents used in providing services under this Agreement. The term "Audit" also applies to the investigation of company records, back office systems and databases pertaining to Loop information.

18.1.2 "Examination" shall mean an inquiry into a specific element or process related to the above. Commencing on the Effective Date of this Agreement, either Party may perform Examinations as either Party deems necessary.

18.2 This Audit shall take place under the following conditions:

18.2.1 Either Party may request to perform an Audit or Examination.

18.2.2 The Audit or Examination shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

18.2.3 The Audit or Examination shall occur during normal business hours. However, such Audit will be conducted in a commercially reasonable manner and both Parties will work to minimize disruption to the business operations of the Party being audited.

18.2.4 There shall be no more than two (2) Audits requested by each Party under this Agreement in any twelve (12) month period. Either Party may audit the other Party's books, records and documents more frequently than twice in any twelve (12) month period (but no more than once in each quarter) if the immediately preceding audit found previously uncorrected net variances, inaccuracies or errors in invoices in the audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable for the affected services during the period covered by the Audit.

18.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

18.2.6 The location of the Audit or Examination shall be the location where the requested records, books and documents are retained in the normal course of business.

18.2.7 All transactions under this Agreement which are over twenty-four (24) months prior to the date of request will be considered accepted and no longer subject to Audit. In the event an audit is initiated, the Parties agree to retain records of all transactions under this Agreement for at least twenty-four (24) months and all subsequent transactions will also be subject to audit.

18.2.8 Audit or Examination Expenses

18.2.8.1 Each Party shall bear its own expenses in connection with

conduct of the Audit or Examination. The requesting Party will pay for the reasonable cost of special data extractions required by the Party to conduct the Audit or Examination. For purposes of this section, a "Special Data Extraction" means the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to the requesting Party's specification and at that Party's expense, the requesting Party will specify at the time of request whether the program is to be retained by the other Party for reuse for any subsequent Audit or Examination.

18.2.8.2 Notwithstanding the foregoing, the non-requesting Party shall pay all of the requesting Party's commercially reasonable expenses in the event an Audit or Examination identifies a difference between the amount billed and the amount determined by the Audit that exceeds five percent (5%) of the amount billed and results in a refund and/or reduction in the Billing to the requesting Party.

18.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor, which agreement will not be unreasonably withheld or delayed by the non-requesting Party. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit subject to Section 18.2.8.2.

18.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties. The portion of this expense borne by the requesting Party shall be borne by the non-requesting Party if the terms of Section 18.2.8.2 are satisfied.

18.2.11 Adjustments, credits or payments will be made and any corrective action must commence within thirty (30) Days after the Parties' receipt of the final Audit report to compensate for any errors and omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. The interest rate payable shall be in accordance with Commission requirements. In the event that any of the following circumstances occur within thirty (30) business days after completion of the Audit or Examination, they may be resolved at either Party's election, pursuant to the Dispute Resolution Process; (i) errors detected by the Audit or Examination have not been corrected; (ii) adjustments, credits or payments due as a result of the Audit or Examination have not been made, or (iii) a dispute has arisen concerning the Audit or Examination.

18.2.12 Neither the right to examine and Audit nor the right to receive an adjustment will be affected by any statement to the contrary appearing on checks or otherwise.

18.2.13 This Section will survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of the Agreement.

18.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement in Section 5.16. The non-requesting Party reserves the right to require any non-

employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, CLEC and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an Affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such Affiliate's disaggregated data, as required by reasonable needs of the Audit. Information provided in an Audit or Examination may only be reviewed by individuals with a need to know such information for purposes of this Section 18 and who are bound by the nondisclosure obligations set forth in Section 5.16. In no case shall the Confidential Information be shared with the Parties' retail marketing, sales or strategic planning.

18.3.1 Either Party may request an Audit of the other's compliance with this Agreement's measures and requirements applicable to limitations on the distribution, maintenance, and use of proprietary or other protected information that the requesting Party has provided to the other. Those Audits shall not take place more frequently than once in every three (3) years, unless cause is shown to support a specifically requested Audit that would otherwise violate this frequency restriction. Examinations will not be permitted in connection with investigating or testing such compliance. All those other provisions of this Section 18 that are not inconsistent herewith shall apply, except that in the case of these Audits, the Party to be audited may also request the use of an independent auditor.

Customer Name:

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CLEC Agreement With

<customer_name>

Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

8.3.2 Percent Local Facility (PLF). Each Party shall report to the other a PLF factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

8.3.3 Percent Interstate Usage (PIU). Each Party shall report to the other the projected PIU factors, including but not limited to PIU associated with facilities (PIUE) and Terminating PIU (TPIU) factors. The application of the PIU will determine the respective interstate traffic percentages to be billed at BellSouth's FCC No. 1 Tariff rates. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in AT&T's intrastate Access Services Tariff will apply to <customer_short_name>. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local traffic and facilities. The intrastate toll traffic shall be billed at AT&T's intrastate Access Services Tariff rates. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

8.3.4 Notwithstanding the provisions in Sections 8.3.1, 8.3.2, and 8.3.3 above, where AT&T has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at AT&T's option, be utilized to determine the appropriate jurisdictional reporting factors (i.e., PLU, PIU, and/or PLF), in lieu of those provided by <customer_short_name>. In the event that AT&T opts to utilize its own data to determine jurisdictional reporting factors, AT&T shall notify <customer_short_name> at least fifteen (15) days prior to the beginning of the calendar quarter in which AT&T will begin to utilize its own data.

8.3.5 Audits. On thirty (30) days written notice, <customer_short_name> must provide AT&T the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. <customer_short_name> shall retain records of call detail for a minimum of nine (9) months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by <customer_short_name>. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by an independent auditor chosen by AT&T. The audited factor (PLF, PLU and/or PIU) shall be adjusted based upon the audit results and shall apply to the usage for the audited period through the time period when the audit is completed, to the usage for the quarter prior to the audit period, and to the usage for the two (2) quarters following the completion of the audit. If, as a result of an audit,

<customer_short_name> is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, <customer_short_name> shall reimburse AT&T for the cost of the audit.

8.4 Compensation for IntraLATA 8XX Traffic. <customer_short_name> shall pay the appropriate switched access charges set forth in the AT&T's intrastate Access Services tariff and/or BellSouth's FCC No. 1 Tariff. <customer_short_name> will pay AT&T the database query charge as set forth in the applicable AT&T intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. <customer_short_name> will be responsible for any applicable Common Channel Signaling (SS7) charges.

8.4.1 Records for 8XX Billing. Where technically feasible, each Party will provide to the other Party the appropriate records, in accordance with industry standards, necessary for billing intraLATA 8XX providers. The records provided will be in a standard EMI format.

8.4.2 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD). AT&T's provision of 8XX TFD to <customer_short_name> requires interconnection from <customer_short_name> to AT&T's 8XX Signal Channel Point. Such interconnections shall be established pursuant to AT&T's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. <customer_short_name> shall establish SS7 interconnection at the AT&T LSTPs serving the AT&T 8XX Signal Channel Points that <customer_short_name> desires to query. The terms and conditions for 8XX TFD are set out in the appropriate AT&T Access Services Tariff.

8.5 Mutual Provision of Switched Access Service

8.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any PSTN interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method or method of originating or terminating the call, a call that originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or a call in which the Parties' Switched Access Services are used for the origination or termination of the call, shall be considered Switched Access Traffic.

8.5.2 If an AT&T end user chooses <customer_short_name> as their presubscribed interexchange carrier, or if an AT&T end user uses <customer_short_name> as an interexchange carrier on a 101XXXX basis, AT&T will charge <customer_short_name> the appropriate AT&T tariff charges for originating switched access services.

8.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff, as appropriate.

[AMENDED, EXTENDED AND RESTATED] AGREEMENT

by and between

*****CLEC Full Name TXT*****

and

*****VERIZON COMPANY FULL NAME 1 TXT*****

FOR THE STATE OF

[STATE]

rendered by Verizon or a Verizon Affiliate in any twelve (12)-month period, Verizon may, at its option, demand (and ***CLEC Acronym TXT*** shall provide) additional assurance of payment, consisting of monthly advanced payments of estimated charges as reasonably determined by Verizon, with appropriate true-up against actual billed charges no more frequently than once per Calendar Quarter.

6.4 [Intentionally Left Blank].

6.5 [Intentionally Left Blank].

6.6 Verizon may (but is not obligated to) draw on the letter of credit upon notice to ***CLEC Acronym TXT*** in respect of any amounts to be paid by ***CLEC Acronym TXT*** hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.

6.7 If Verizon draws on the letter of credit, upon request by Verizon, ***CLEC Acronym TXT*** shall provide a replacement or supplemental letter of credit conforming to the requirements of Section 6.3.

6.8 Notwithstanding anything else set forth in this Agreement, if Verizon makes a request for assurance of payment in accordance with the terms of this Section, then Verizon shall have no obligation thereafter to perform under this Agreement until such time as ***CLEC Acronym TXT*** has provided Verizon with such assurance of payment.

6.9 The fact that a letter of credit is requested by Verizon hereunder shall in no way relieve ***CLEC Acronym TXT*** from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by this Agreement.

7. Audits

7.1 Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party's bills. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Audited Party having an aggregate value of at least $1,000,000.

7.2 The audit shall be performed by independent certified public accountants selected and paid by the Auditing Party. The accountants shall be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.

7.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills.

7.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

8. Authorization

8.1 Verizon represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the ***Incorporation State-Commonwealth TXT*** of ***Incorporation State TXT*** and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

8.2 ***CLEC Acronym TXT*** represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the ***CLEC Incorporation State-Commonwealth TXT*** of ***CLEC State of Incorporation MC***, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

8.3 ***CLEC Acronym TXT*** Certification.

Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as ***CLEC Acronym TXT*** has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in the State of [State]. ***CLEC Acronym TXT*** shall not place any Orders under this Agreement until it has obtained such authorization. ***CLEC Acronym TXT*** shall provide proof of such authorization to Verizon upon request.

9. Billing and Payment; Disputed Amounts

9.1 Except as otherwise provided in this Agreement, each Party shall submit to the other Party on a monthly basis in an itemized form, statement(s) of charges incurred by the other Party under this Agreement.

9.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or (b) twenty (20) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer.

9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution.

9.4 Charges due to the billing Party that are not paid by the Due Date, shall be subject to a late payment charge. The late payment charge shall be in an

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: Carey Spence-Lenss

PARTY: Intrado

DESCRIPTION: Public Service Commission of West Virginia Order Approving Verizon 911 Tariff, attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 14
COMPANY Intrado
WITNESS Carey Spence-Lenss (CSL-1)
DATE 07-09-08

PROFFERING PARTY: Staff

I.D. # CSL-1

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

At a session of the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 20th day of November, 2007.

CASE NO. 04-0102-T-GI

FRONTIER COMMUNICATIONS OF WEST VIRGINIA; VERIZON WEST VIRGINIA INC.; ARMSTRONG TELEPHONE COMPANY; ARMSTRONG TELEPHONE COMPANY- NORTHERN DIVISION; HARDY TELECOMMUNICATIONS INC.; SPRUCE KNOB SENECA ROCKS TELEPHONE INC.; WAR TELECOMMUNICATIONS COMPANY; and WEST SIDE TELECOMMUNICATIONS

General investigation into the provision of Data Base Management Services and into who pays the costs of such services.

COMMISSION ORDER

INTRODUCTION

This Order approves Verizon West Virginia, Inc.'s (Verizon-WV) revised tariff filing proposing to provide enhanced 911 data base management services statewide (DBMS), waives the necessity of filing a full *Tariff Rule* 42 Exhibit in support of its proposed tariff, approves Verizon-WV's proposed tariff filing after revision, clarifies that enhanced 911 DBMS are a competitive service offering, allows for the provision of statewide, averaged E911 rates, and requires Verizon-WV to make an unbundled rate offering - all in the interest of public safety and welfare.

BACKGROUND

Factual Background

Enhanced 911 (E911) services allow the transmission of the name, telephone number and physical location of the person making an emergency call to a public safety answering point (PSAP), commonly known as a "911 Call Center."

Verizon-WV has offered E911 services in a bundled package containing all components of E911 services at uniform rates throughout its service territory since 1994. Initially, Verizon-WV's E911 monthly rate was $85 per thousand ($85/1000) access lines. This rate was adopted by

DOCUMENT NUMBER-DATE
03171 APR 21 80
FPSC-COMMISSION CLERK

Public Service Comm
of West Virginia
Charleston

Citizens Telecommunications Company of West Virginia, Inc., dba Frontier Communications of West Virginia (Frontier) in its West Virginia service territory. In 2001, Verizon-WV increased its monthly E911 rate to $110 per thousand ($110/1000) access lines to pay for the upgrade of facilities necessary to handle wireless calls. Once again, Frontier adopted Verizon-WV's rate. Verizon-WV currently provides E911 service to 42 PSAPs operating in 45 West Virginia counties and Frontier provides E911 service to 10 PSAPs in the State's remaining counties. Frontier's service territory is predominantly rural and includes Hardy, Mercer, Jefferson, Calhoun, Tucker, Grant, Hampshire, Pleasants, Wayne, and Webster Counties.

With the passage of the Telecom Act in 1996, the Federal Communications Commission (FCC) established two phases to allow E911 information to be transmitted to PSAPs for wireless calls. During Phase I, equipment is to be upgraded to provide for the transmission of the wireless caller's telephone number (Automatic Numbering Information or ANI). During Phase II, the physical location of the wireless caller is to be identified (Automatic Location Information or ALI). All counties served by Verizon-WV are Phase I and II compliant.

PSAPs in those counties served by Frontier have been paying the same higher rate as Verizon-WV; however, they have not been receiving the same service. With the exception of Mercer County, no Frontier county can identify the name, number or location of calls from wireless phones. The same is true for calls to PSAPs from customers of competitive local exchange carriers (CLECs) and calls from customers using Voice over Internet Protocol (VoIP). PSAPs in the Frontier counties currently lack access to E911 DBMS and selective routing facilities that are necessary to provide full E911 service.

Procedural Background

On January 28, 2004, the Staff of the Commission (Staff) filed a petition to initiate a general investigation into the provision of DBMS for E911 services. The petition was filed as a result of a settlement reached in Case No. 03-1188-T-T, *Citizens Telecommunications Company of West Virginia dba Frontier Communications of West Virginia.*

In the 2003 *Citizens* case, Frontier, an incumbent local exchange carrier (ILEC), filed a tariff seeking Commission approval to establish a monthly rate of $210 per thousand ($210/1000) access lines for managing the DBMS used for E911 services, including the provision of ANI and ALI services. As the *Citizens* case proceeded, the parties disagreed on what the law required, on who should bear DBMS costs, and on whether an ILEC is the only entity that could reasonably provide DBMS. The parties recommended that the Commission initiate a general investigation to explore the issues from a statewide perspective, considering the effect of multiple CLECs, wireless carriers, and other telecommunications providers on the ability of the PSAPs to provide DBMS.

Task Force Recommendations, Initial Interventions and Related Filings

On June 1, 2004, the Commission granted the Staff's petition for a general investigation and ordered the filing of a proposed procedural schedule.

On June 16, 2004, the West Virginia E911 Council (E911 Council) filed a petition to intervene in this proceeding. On July 1, 2004, Washington/Baltimore Cellular Limited Partnership dba Cingular Wireless, LLC (Cingular) filed a petition to intervene. Also on July 1, 2004, Staff filed its Further Staff Memorandum.

On August 10, 2004, the Commission issued a Procedural Order establishing a procedural schedule in this proceeding. On September 27, 2004, Staff requested that the established procedural schedule be suspended and that a Task Force be established to investigate the issues and make recommendations to the Commission. On October 12, 2004, the Commission issued an order establishing the Task Force and requiring that the Task Force file a final report on or before March 31, 2005.

After two extensions of time, the Task Force, comprised of telecommunications carriers, PSAPs, and Staff, filed its Final Report, including a proposed Verizon-WV E911 Tariff on January 6, 2006. Essentially, the Task Force Report recommended that: (1) the Commission direct a full financial analysis of the proposed Verizon-WV's E911 DBMS tariff rates and of the cost information supplied to Verizon-WV by the independent ILECs; (2) a public hearing be held no later than April 2006 to review the audit results and to take comments of interested parties; (3) public notice of the hearing be provided to all ILECs, CLECs, West Virginia wireless carriers and county commissions; (4) Verizon-WV be granted the authority to serve outside its normal service area; and (5) the independent ILECs be required to modify their tariffs regarding the provision of E911 service.

By Order entered on February 7, 2006, the Commission directed Staff to conduct a complete financial analysis of the proposed Verizon-WV E911 DBMS tariff rates and the cost information supplied to Verizon-WV by the independent ILECs. Staff was ordered to file its report and recommendations on or before April 4, 2006. On March 31, 2006, Staff filed motions to extend the due date of Staff's Financial Report and to approve the Verizon E911 Tariff as emergency interim rates, subject to refund. At that time, Staff had initiated the financial analysis as ordered. Additional information was required by Staff and discovery had been initiated to obtain the data necessary for Staff to complete its Report.

On April 3, 2006, Verizon-WV filed a response in opposition to Staff's recommendation that the proposed Verizon-WV E911 DBMS tariff be approved immediately on an emergency interim basis, subject to refund. The Commission, by Order entered on April 7, 2006, deferred ruling on Staff's motion for approval of Verizon-WV's proposed E911 DBMS Tariff on an emergency interim rate basis, but extended the deadline for the filing of Staff's Financial Report to June 5, 2006. On April 10, 2006, Verizon-WV filed a more detailed opposition to Staff's motion for approval of interim rates. Verizon-WV challenged the jurisdiction of the Commission to order it

to provide E911 DBMS outside its service territory. Verizon-WV also argued that it would not be financially responsible for assuming the cost of implementing such a statewide E911 DBMS offering without assurances of final approval.

On April 10, 2006, Metro Emergency Operations Center of Kanawha County (Kanawha Metro) also filed a petition to intervene in this proceeding, and on April 14, 2006, Kanawha Metro filed a response in opposition to the Staff motion for interim rates. In support of its opposition, Kanawha Metro argued that: (1) Verizon-WV's proposed tariff would violate the statutory right of each West Virginia county to implement its own E911 service; and (2) the plan was discriminatory in that it was not based primarily upon the costs of providing E911 DBMS and would create a subsidy flow from some counties to others.

On April 11, 2006, Frontier filed a response in opposition to the Staff motion for interim rate approval and asserted that it would be inappropriate to require major reconfiguration of the existing E911 network prior to final approval of all associated rates and charges.

On May 22, 2006, the County Commission of Jefferson County, West Virginia (Jefferson County) petitioned to intervene. Jefferson County requested that the Commission approve the proposed Verizon-WV E911 DBMS tariff prior to December 21, 2006. Jefferson County asserted that Motorola's technical support for Jefferson County's Customer Premise Equipment (CPE) would end at 11:59 p.m., on December 31, 2006. Because of the age of the Jefferson County CPE, the equipment regularly malfunctions. Jefferson County argued that it is essential for the Commission to provide both interim and final relief at the earliest possible date.

On June 8, 2006, Staff again requested that it be granted an extension of time to file the Staff Financial Report. Staff asserted that discovery was still proceeding and that not all of the information necessary for the Staff Report had been received. On June 19, 2006, the Commission entered an Order: (1) denying the motion of Staff to implement emergency interim rates; (2) granting the motions of Kanawha Metro and Jefferson County to intervene; and (3) extending the due date of the Staff Financial Report until August 4, 2006.

On June 21, 2006, the Commission received a letter from the County Commission of Tucker County, West Virginia (Tucker County). The letter stated that in 2005, Tucker County had purchased E911 equipment, but could not provide E911 services to its residents because of limitations in the service provided by Frontier. Tucker County objected to having to pay the same rate for E911 services as the counties in which E911 DBMS are available. Tucker County urged the Commission to act expeditiously.

On August 4, 2006, Staff filed its Financial Report and recommendation. An error in this Report was corrected by a subsequent filing on August 8, 2006. The Report presented E911 DBMS rates for both Verizon-WV and Frontier. Staff asserted that both sets of rates were cost-based. Frontier's cost-based rate per month was higher than the Verizon-WV rate of $210/1000 access lines because Frontier had included certain cost elements not included by Verizon-WV in its rate determination. Although Verizon-WV agreed that the cost elements included by Frontier

were proper, Verizon-WV stated that it would honor its rate as submitted and analyzed by Staff. Although other telephone utilities had submitted tariff rates, Staff indicated that these rates were not cost-based, and Staff recommended that the other telephone utilities use the lower cost-based rates, unless good cause could be shown for using the higher tariff rates. On August 18, 2006, Verizon confirmed by letter that it was committed to the rates as submitted, but only in the context of a settlement of this proceeding.

On November 1, 2006, Staff filed its Fourth Final Joint Staff Memorandum, noting that none of the remaining ILEC's had filed cost evidence in support of their higher E911 DBMS rates and charges. Staff recommended that (1) Verizon-WV immediately update its previously filed E911 DBMS tariff to reflect the rates finally agreed upon through negotiations and (2) the Commission order all ILEC's to file updated E911 DBMS tariffs.

On November 3, 2006, the Commission entered an Order requiring each of the remaining ILECs to either accept the Frontier E911 DBMS tariff rates as their own or to submit their own cost-based rates. Staff was ordered to work with Jefferson County to ameliorate the impact of the loss of technical support if possible. Finally, this matter was set for hearing to be held on January 18, 2007. The Commission ordered public notice of the hearing through a statewide Class I legal publication.

On November 13, 2006, Verizon-WV responded to the Staff Fourth Final Joint Staff Memorandum. Verizon-WV stated its agreement in principle with the Staff recommendations. Verizon asked that it be allowed until December 14, 2006, to file updated E911 DBMS tariff rates, acknowledging that the Commission had entered an order on November 3, 2006, requiring the remaining ILECs to file their own cost-based rates by December 4, 2006, or accept the Frontier rates as their own.

Only Hardy Telecommunications, Inc., and West Side Communications responded to the Commission Order of November 3, 2006. Both ILECs stated that they would accept the Frontier cost-based E911 DBMS rates as their own.

On December 22, 2006, Verizon-WV filed its revised tariff, noting that the rates are based on the assumption that the non-responding ILECs would accept the Frontier rates as their own.

Continuance of the Hearing and Subsequent Efforts to Set a Procedural Schedule

On December 28, 2006, Kanawha Metro filed a motion to continue the hearing scheduled for January 18, 2007. In support of its motion, Kanawha Metro stated that additional time was necessary in order to have a forensic accountant review the cost data submitted in support of the Verizon-WV E911 DBMS proposed tariff rates. Kanawha Metro also indicated that the State 911 Conference was scheduled during the week of the hearing. On January 8, 2007, the Commission granted the Kanawha Metro motion and ordered that public notice of the continuance be made by statewide publication.

On January 10, 2007, the Commission received a letter from the E911 Council indicating that at a special meeting held on January 5, 2007, the E911 Council had unanimously approved a motion to approve the Verizon-WV proposed E911 DBMS tariff on a statewide basis. The motion also argued against continuing the January 18, 2007, hearing. The E911 Council emphasized the emergency nature of the action by indicating that both Mercer and Jefferson Counties needed to update their CPE and would not have emergency maintenance service on their systems after December 31, 2006. The E911 Council also voiced concern that it would take Verizon-WV six to nine months to establish a fully operational system after all final approvals are received.

Similarly, on January 11, 2007, Jefferson County filed its opposition to the continuance of the January 18, 2007 hearing date, arguing that it would actually be more convenient to hold the hearings when the State 911 conference is in session because many parties would be in Charleston. Jefferson County also asserted that any further delay of a case that was already three years old would be detrimental to those counties without E911 service. Jefferson County moved the Commission to rescind its Order dated January 8, 2007, and allow the hearing to take place as previously scheduled. On January 17, 2007, the Commission denied the E911 Council request to hold the January 18, 2007 hearing as previously scheduled. By that same order, the Commission denied the Jefferson County motion to rescind the January 8, 2007 Order.

On January 22, 2007, Kanawha Metro filed a letter by counsel suggesting that the Commission consider the time required for Kanawha Metro to review responses to data requests when rescheduling the hearing date.

On February 12, 2007, Staff, the E911 Council, Jefferson County, Verizon-WV and Frontier filed a joint motion requesting that the Commission establish a new procedural schedule. The week of March 5, 2007 was suggested as a new hearing date. Kanawha Metro opposed that joint motion. Kanawha Metro stated that it had received cost information from Frontier on February 5, 2007, and that meaningful review would require more time than the joint motion would provide.

On March 5, 2007, the Commission entered a Procedural Order which denied the procedural schedule as presented in the February 12, 2007 joint motion. All parties were directed to confer and file a joint proposal for a mutually agreeable procedural schedule.

Kanawha Metro Motion to Dismiss and Responses Thereto

On March 9, 2007, Kanawha Metro filed a motion to dismiss this proceeding for lack of subject matter jurisdiction. Kanawha Metro argued that *W. Va. Code* § 7-1-3cc granted the authority to create enhanced 911 systems to the counties of the State of West Virginia. Kanawha Metro asserted that the Commission was exceeding its jurisdiction by creating a statewide E911 system through the approval of tariff rates and charges for telephone utilities.

Staff filed a response in opposition to the Kanawha Metro motion to dismiss on March 13, 2007. Staff argued that *W. Va. Code* § 24-6-3(a) requires that the Commission develop, adopt and periodically review a comprehensive plan establishing the technical and operational standards to

be followed in establishing and maintaining emergency telephone systems and enhanced emergency telephone systems. County E911 systems must be consistent with the comprehensive plan. If disputes arise among the counties, the Commission is obligated statutorily to centralize any multiple enhanced emergency telephone systems. The Staff also argued that the jurisdiction of the Commission to regulate services and rates of public utilities is clear under controlling authority.

Verizon-WV responded to the Kanawha Metro motion to dismiss for lack of jurisdiction on March 16, 2007. On March 20, 2007, Frontier filed a response in opposition to that same motion.

The Kanawha Metro Motion to Enjoin Ex Parte Communications and the Staff Response

On March 13, 2007, Staff received correspondence from Jimmy Gianato, Director of the West Virginia Division of Homeland Security and Emergency Management, asking that the correspondence be forwarded to the Chairman of the Commission. Mr. Gianato encouraged the Commission to schedule a hearing in this matter at the earliest possible date. This correspondence was docketed in this proceeding as part of the official case file by Staff on March 14, 2007. On March 19, 2007, Kanawha Metro filed a motion for an order enjoining the parties and interested entities/individuals from attempting to communicate *ex parte* with the Commission. Staff opposed the motion as unnecessary, arguing that the protections sought by Kanawha Metro were already afforded by law.

Proposed Hearing Schedules, Additional Filings and Intrado's Petition to Intervene

On March 22, 2007, Kanawha Metro filed a Reply to the Response of Staff and Verizon-WV. Kanawha Metro requested an immediate hearing or ruling on the issue of jurisdiction.

On March 26, 2007, Verizon, the E911 Council, Jefferson County, Frontier, the Consumer Advocate Division of the West Virginia Public Service Commission (CAD) and Cingular filed a jointly proposed procedural schedule. On March 26, 2007, Washington/Baltimore Cellular Limited Partnership dba Cingular Wireless LLC also filed a request that its name as a petitioner to intervene be changed to New Cingular Wireless PCS (New Cingular).

On March 27, 2007, Kanawha Metro filed a proposed procedural schedule that sought to have this matter set for hearing during the week of June 25-30, 2007. This proposed schedule was amended by a filing received on March 28, 2007.

On April 2, 2007, Intrado Communications, Inc.(Intrado) filed a petition to intervene in this proceeding.

Verizon-WV filed a letter with an attached e-mail message on April 2, 2007, to supplement the record regarding the jointly proposed procedural schedule.

On April 12, 2007, Kanawha Metro filed a motion in support of the Intrado intervention, and on April 13, 2007, Kanawha Metro filed a motion to stay this proceeding pending resolution of its

outstanding motion to dismiss. On April 13, 2007, Verizon-WV filed a letter stating that it had no objection to the intervention of Intrado.

Verizon-WV also filed a response on April 23, 2007, to the Kanawha Metro motions to further delay the proceeding.

Revised Verizon Cost Study

On April 4, 2007, Verizon-WV made a revised cost study available to all parties who had signed a proprietary agreement. According to Verizon-WV, the revised study contained certain changes including: (1) corrected mileage calculations and channel termination costs on certain circuit costs; (2) annuity factors applied to net present value expenses in several cost components; (3) power and engineered, furnished and installed (EF&I) factors applied for several cost components; and (4) installation services investments added to certain cost components. The new cost study supported a rate of $196.14 per thousand ($196.14/1000) access lines, but Verizon again stated that it would continue to honor its commitment to the initially proposed rate of $182 per thousand ($182/1000) access lines and its agreement to phase in the proposed increase.

April 24, 2007 Procedural Schedule

By Order entered on April 24, 2007, the Commission entered an order: (1) setting a procedural schedule; (2) dismissing the Kanawha Metro motion to enjoin ex parte communication as unnecessary; (3) granting the Intrado motion to intervene; and (4) denying the Kanawha Metro motion to stay. The following procedural deadlines were established and statewide public notice as a Class I legal advertisement was required:

Pre-filed direct testimony	To be filed on or before May 31, 2007
Pre-filed rebuttal testimony	To be filed on or before June 11, 2007
Hearing	To be held on June 21-22, 2007
Initial Briefs	To be filed on or before July 20, 2007
Reply Briefs	To be filed on or before July 30, 2007

Because the Commission concluded that a factual hearing would assist it in ruling on the jurisdictional issue, the Commission deferred ruling upon the Kanawha Metro motion to dismiss until after the hearing.

Pre-hearing Motions, Filings and Orders

New Cingular filed a motion on May 29, 2007, for additional time within which to file rebuttal testimony. New Cingular's counsel was scheduled to be out of the United States from June 1, 2007 until June 11, 2007. Additional time beyond June 11, 2007, would be required to review the prepared direct testimony and to prepare rebuttal, if necessary.

On May 31, 2007, Verizon-WV, Frontier, the E911 Council, Kanawha Metro, Intrado, Jefferson County, and Staff filed prepared direct testimony in support of their respective positions.

Verizon-WV prepared direct testimony in panel format. Cingular and CAD filed letters stating that they would not file prepared direct and reserved the right to cross-examine and to file rebuttal testimony.

On May 31, 2007, Verizon-WV filed a motion for a protective order, seeking protection of certain pre-filed direct testimony as proprietary in nature. As required by Commission practice, Verizon filed both public and proprietary versions of its prepared direct testimony. Verizon relied upon the trade secrets exception of the West Virginia Freedom of Information Act, *W. Va. Code* § 29B-1-1, et seq. (WVFOIA), stating that the information provided and identified as proprietary in nature was known to few individuals and that disclosure of the information to competitors would give those competitors a business advantage and harm Verizon-WV.

On June 4, 2007, Intrado filed a letter stating that it had no objection to the additional time requested by Cingular to prepare rebuttal testimony, and on June 7, 2007, Frontier filed a response to the Verizon motion for a protective order.

By Order entered on June 8, 2007, the Commission extended the time deadline for all parties to pre-file rebuttal testimony to June 15, 2007.

On June 11, 2007, Kanawha Metro filed a motion to strike the prepared direct testimony of Verizon-WV on the basis that the testimony in panel format hampered cross-examination. Kanawha Metro requested that Verizon-WV either identify each respondent in its prepared direct testimony or that the testimony be stricken.

The Mercer County Communications Center (Mercer County) filed a letter with the Commission on June 11, 2007. In the letter, Mercer County discussed the Jefferson County petition to intervene and explained that most of the statements made by Jefferson County were true for Mercer County and any other E911 centers using Motorola CPE in counties served by Frontier. Mercer County listed many of the difficulties it had encountered in providing E911 service and expressed concern about further delays in this proceeding. On June 11, 2007, the CAD filed a motion for additional time to respond to the Verizon-WV motion for protective order.

Verizon-WV responded on June 13, 2007, to the Kanawha Metro motion to strike the Verizon-WV prepared direct testimony in panel format. Verizon-WV pointed out that this form of presentation of prepared testimony had been approved by the Commission on multiple occasions since 1998 and requested that it be allowed to proceed using the panel format. Verizon-WV had updated its testimony on June 13, 2007 to identify which of its panel witnesses were sponsoring which portions of its pre-filed direct testimony.

On June 15, 2007, Verizon-WV, Frontier, Kanawha Metro, and Staff filed prepared rebuttal testimony.

The Kanawha Metro motion to strike the testimony of Verizon-WV was denied by Commission order on June 15, 2007. Recognizing that the Commission has previously permitted the use of panel testimony in order to expedite complex hearings, the Commission allowed Verizon-WV to proceed with its panel presentation.

On June 15, 2007, the Commission also granted the CAD motion for an extension of time to file a response to the Verizon May 31, 2007 motion for a protective order. CAD was given until June 19, 2007, to file a response and CAD filed its response in opposition to the Verizon-WV motion for a protective order on June 19, 2007.

On June 15, 2007, CAD filed a letter indicating that CAD had opted not to file rebuttal testimony, and reserving the right to cross-examine at the hearing. On that same date, Frontier informed the Commission by letter that it would not file rebuttal testimony for Randall J. Brockman. On June 15, 2007, Cingular also filed a letter indicating that it would not file rebuttal testimony and reserving the right to cross-examine and present testimony at the hearing.

Evidentiary Hearing

On June 21 and June 22, 2007, the Commission held the hearing as scheduled in the Howard M. Cunningham Hearing Room in the Public Service Commission in Charleston, West Virginia. At the hearing, Intrado filed a motion for *pro hac vice* admission of Rebecca Ballesteros to appear as counsel to Intrado. The Commission granted the motion. Verizon, Frontier, Cingular, the E911 Council, Kanawha Metro, Intrado, Jefferson County, CAD, and Staff appeared by counsel. Seven representatives of the public appeared at the hearing to voice their concerns about the current state of E911 service in West Virginia. They appeared on behalf of seven county PSAPs, including Preston, Summers, Ritchie/Doddridge, Logan, Webster, Tucker and Cabell Counties. Testimony was taken and evidence introduced, at the close of which this matter was submitted for a decision pending completion of a briefing schedule.

Post-hearing Filings and Orders

On June 28, 2007, Verizon-WV filed a motion for interim relief. Verizon-WV sought to maintain the status quo pending final resolution of this matter by seeking the Commission authorization for Verizon to continue charging monthly $110/1000 line rate for E911 DBMS. Verizon-WV's $110 rate was scheduled to drop to $85 on July 1, 2007, in accordance with the Commission Final Order in Case No. 01-1117-T-T, *Verizon West Virginia Inc.*, September 13, 2001. Verizon-WV had refrained from assessing the E911 rate to CLECs and wireless telecommunications providers until this case is finally resolved. Even with the additional revenue from the CLECs and wireless telecommunications providers, the Verizon-WV rate would need to increase to over $170/1000 lines. Verizon-WV indicated that it would be difficult to implement the required billing system changes to first reduce the rate from $110 to $85, then to increase it to a much higher rate within a short period of time. Verizon-WV thus sought authorization to continue to charge the $110/1000 line rate as currently being billed until this case is finally resolved.

On July 2, 2007, Frontier also filed a motion for interim relief. Despite higher underlying costs, Frontier has been adopting the Verizon-WV rates for the provision of E911 DBMS. For the same reasons provided by Verizon in support of its motion for interim relief, Frontier moved the Commission to authorize Frontier to maintain the status quo insofar as E911 charges are concerned, pending final resolution of this case.

On July 2, 2007, the Commission entered an order approving the Verizon-WV June 28, 2007 motion for interim relief. Verizon-WV was authorized to continue charging monthly $1 10/1000 lines for E911 DBMS until the final resolution of this proceeding. The Commission also amended the briefing schedule to extend the time for filing initial briefs until July 26, 2007, with reply briefs due on August 6, 2007. On July 3, 2007, the Commission granted Frontier interim relief on its rates for the same reasons as it granted the Verizon-WV motion for interim relief.

Verizon-WV filed a motion to extend the briefing schedule on July 20, 2007. The motion was granted by Commission Order entered on July 24, 2007. It was ordered that post-hearing Initial Briefs would be filed on August 9, 2007, and post-hearing Reply Briefs would be filed on August 20, 2007.

Post-hearing Initial Briefs, including proposed Commission Orders, were filed by Commission Staff, Verizon-WV, Frontier, Intrado, Kanawha Metro, Jefferson County, and CAD. Post-hearing Reply Briefs were filed by Verizon-WV, Frontier, Intrado, Kanawha Metro, and CAD.

For discussion purposes, references to the exhibits will be by exhibit identification number made at the hearing, such as VZ Exh. 1, p. 1. All references to the transcript will be reflected as follows: Tr. Vol. . pp.

DISCUSSION

As part of this proceeding the Commission reviewed the pre-filed and direct and rebuttal testimonies, observed the witnesses presented during the two-day evidentiary hearing, and read the initial and reply post-hearing briefs.

Currently, in West Virginia counties outside the Verizon-WV service area, if a PSAP receives an emergency call from a CLEC, wireless, or VoIP customer, the only information received is that similar to Caller ID information. If the call is lost, there is no number to call back. Further, the location of the caller is unknown and valuable time is lost in responding to the caller (if a response can be made at all).

With full Phase I and II E911 functionality, county PSAPs will automatically receive information about the number from which each 911 call is made, the number to call back in case the call is disconnected or additional information is needed, and the location of the caller. The public safety, security and health benefits of fully enhanced E911 services are enormous to citizens currently living without such service. These benefits, however, also extend to all citizens of the State and to tourists as they travel throughout West Virginia.

The lives and property of West Virginia residents and visitors are substantially more at risk when located in the Counties of Mercer, Jefferson, Calhoun, Tucker, Grant, Hampshire, Pleasants, Wayne, Webster and McDowell as the result of the unavailability of E911 DBMS.

Preliminary Matter (1):

Whether the Commission should grant the Kanawha Metro motion to dismiss for lack of subject matter jurisdiction over this proceeding?

In its Motion to Dismiss for Lack of Subject Matter Jurisdiction, filed March 9, 2007, Kanawha Metro argues that the Commission lacks subject matter jurisdiction to create and implement an E911 system because under *W. Va. Code* § 7-1-3cc only a county commission has that authority. Kanawha Metro also argues that the Commission lacks the authority to compel any county to participate in an E911 system without its agreement.

W. Va. Code § 7-1-3cc in relevant part states:

> In addition to possessing the authority to establish an emergency telephone system pursuant to section four [§ 24-6-4], article six, chapter twenty-four of this code, a county commission or the county commissions of two or more counties may, instead, establish an enhanced emergency telephone system or convert an existing system to an enhanced emergency system. The establishment of such a system shall be subject to the provisions of article six [§§ 24-6-1 et seq.] of said chapter. The county commission may adopt rules after receiving recommendations from the West Virginia Enhanced 911 Council concerning the operation of all county emergency communications centers or emergency telephone systems centers in the state[.]

The statute is clear that a county commission or a group of county commissions may establish an E911 emergency telephone system or convert an existing system to an enhanced system, but *must* comply with the statutory requirements of *W. Va. Code* §§ 24-6-1, et seq., as specified in *W. Va. Code* §7-1-3cc.

W. Va. Code § 24-6-3(a) requires that the Commission develop a comprehensive enhanced 911 plan. In relevant part, the *Code* provision states: "The public service commission shall develop, review a comprehensive plan establishing the technical and operational standards to be followed in establishing and maintaining emergency telephone systems and enhanced emergency telephone systems." Additionally, the Commission must review the construction and switching replacement projections of each operating telephone company . See *W. Va. Code* § 24-6-3(c).

Once a comprehensive plan is adopted by the Commission, county governments have the discretion to establish an emergency telephone system within their jurisdictions. However, the county plan must be consistent with the comprehensive plan. While there is no statutory mandate that there be a single system, the systems should be centralized. See *W. Va. Code* § 24-6-4. Subsequently, however, if a conflict arises among county commissions, among telephone

companies, between a telephone company or companies and a county commission or commissions, or between the department of public safety [West Virginia State Police] and any of the foregoing entities concerning an enhanced 911 system or systems, the Commission has been given the statutory duty by the Legislature to resolve those conflicts. Among the statutory remedies provided to the Commission is the authority to centralize any multiple enhanced emergency telephone systems. See *W. Va. Code* §24-6-7.

The statutory authority of the Commission to adopt and periodically review a comprehensive plan for establishing and maintaining emergency and enhanced emergency telephone systems is in addition to the authority of the Commission to regulate services and rates of public utilities. The general powers of the Commission to approve tariffs and rates under *W. Va. Code* § 24-2-3 extend to the tariffs and rates for E911 services provided by telecommunications carriers. See, *W. Va. Code* §§ 24-1-1(a), 24-2-2(a), 24-2-4a, 24-2-4b, and 24-2-4c.

In its motion to dismiss, Kanawha Metro challenges the Commission authority to compel county participation in an E911 system. The Commission authority to review and consider the Verizon-WV proposed statewide rates for E911 service does not diminish the opportunity for other providers to offer E911 service in the State. Section 253(a) of the Telecommunications Act of 1996 specifically states:

> (a) IN GENERAL.—No State or local statute, or regulation, or other State or local legal requirement, may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service.

Accordingly, all competitors remain free under federal law to enter the market to offer competing services.

Considering the evolution of this proceeding, the Commission has: (1) considered a proposed tariff filing by a regulated telecommunications provider; (2) created a task force and designated its responsibilities, all of which fall within the statutory mandate that the Commission adopt and periodically review a comprehensive plan establishing the technical and operational standards to be followed in establishing and maintaining emergency telephone systems and enhanced emergency telephone systems; (3) been advised concerning the reasonableness of the Verizon-proposed statewide DBMS rates and charges; and (4) considered these and other related issues in an extensive and well presented hearing by the parties.

The Commission finds that it has not only the authority, but the duty to establish, review, and update the comprehensive enhanced 911 plan and to review all utility rates and charges. Further, in exercising its statutory authority, the Commission is not compelling county participation in a statewide E911 system, as Kanawha Metro maintains in its motion to dismiss and Proposed Findings of Fact and Conclusions of Law. See, Kanawha Metro Proposed Finding of Fact 5. The Verizon-WV proposed E911 service is, in fact, not mandatory and not exclusive. The Kanawha Metro Motion to Dismiss for Lack of Subject Matter Jurisdiction is denied.

Issues:

1. Whether the Commission should reject the Verizon-WV proposed statewide, phased-in tariff on the grounds that Verizon-WV did not file a Tariff Rule 42 Exhibit?

Kanawha Metro and Intrado claim that although cost data supporting the proposed E911 rate was filed with the Commission in this proceeding, Verizon-WV did not comply with *Rule* 42 of the Commission *Rules for the Construction and Filing of Tariffs,* 150 *C.S.R.* 2 *(Tariff Rules)* in that total company financial data included in a *Tariff Rule* 42 Exhibit was not filed as part of the proposed tariff change. Tr. Vol. II, p. 286. They also argue that Verizon-WV did not apply for or receive a waiver of such filing requirements. Tr. Vol II, p. 375.

The telecommunications industry, however, has not been regulated on a rate-base/rate-of-return basis for nearly two decades. Tr. Vol II, pp. 372-373. Consequently, telecommunications carriers routinely make filings without including full *Rule* 42 Exhibits, pursuant to the Commission *Tariff Rules. Id.* As Staff witness Dannie Walker explained at hearing, Verizon-WV has not had a general rate case in West Virginia since 1984. Tr. Vol. II, pp. 372-373; *C & P Telephone Co. of W. Va.,* Case No. 84-747-T-42T, Final Order (Sept. 6, 1985).

Since that time and because of the tremendous changes within the telecommunications industry, the Commission has regulated Verizon-WV and other telecommunications providers in West Virginia by a series of incentive regulation plans, commonly known as alternative rate plans. Alternative rate plans allow for a relaxation of traditional rate-base/rate-of-return regulation in telecommunications. The State Legislature specifically endorsed this regulatory approach in 1990 when it adopted *W. Va. Code* § 24-2-3c, allowing the Commission to cease regulation of "workably competitive" telecommunications services. Subsection (e) of that statute states "[n]othing in this section limits the commission's power to continue to engage in incentive or other innovative forms of rate-making in connection with its regulation of those services which it has not determined to be subject to workable competition."

During the course of this proceeding, Verizon-WV, CAD and Staff in fact were negotiating in a different Commission proceeding, a joint petition for review and approval of a Market Transition Plan ("MTP"), an alternative rate plan governing the Verizon-WV services and rates through 2010. On December 15, 2006, the parties filed the joint petition, which the Commission thereafter approved. See, Verizon West Virginia, Inc., Case No. 06-1935-T-PC, Commission Order (Dec. 21, 2006).

Under Paragraph 4(a)(I) of the MTP, the Commission allowed Verizon-WV to raise E911 rates to the level to be determined by the Commission in this proceeding. The same paragraph also provided for the four-step phase in of the Verizon-WV E911 rates. On page 2 of the December 21, 2006 Order approving the MTP Joint Stipulation, the Commission stated that any rate changes contemplated by the MTP would not become effective until after proper notice and future order of the Commission. Verizon-WV filed a copy of the required notice with the Commission on February 13, 2007. That notice read in pertinent part:

The MTP includes rate caps on basic and discretionary services. Allowed rate changes under the rate caps include:

> Subject to phase-in provisions specified in the MTP, Verizon WV may (1) introduce a new pricing structure for Enhanced 911 services in accordance with any order that may be entered by the Commission in Case No. 04-0102-T-GI or related case concerning the provision of Enhanced 911 database management services, or (2) to request by appropriate filing with the Commission that the rates and charges for Enhanced 911 services be increased, if necessary, to a level that is sufficient to recover the costs of providing such services.

Following the publication of the required notice and review of the proposed rate changes, on March 26, 2007, the Commission entered an Order approving the rate changes proposed in the MTP. *Verizon West Virginia Inc.*, Case No. 06-1935-T-PC, Commission Order (Mar. 26, 2007).

The record clearly shows that Kanawha Metro and Intrado have been afforded actual notice of the Verizon-WV proposed E911 rate changes as witnessed by their intervention and participation in this case. The same is true of the West Virginia E911 Council and numerous other county PSAPs that actually intervened or appeared as part of this proceeding. In addition, Kanawha County and other county PSAPs have had constructive notice of the same E911 rate changes through publication of the notice in Case No. 06-1935-T-PC. All parties willing to review cost data, subject to a confidentiality agreement, have had an opportunity to review that data and to file testimony rebutting the filings submitted by Verizon-WV. Kanawha Metro and Intrado have fully availed themselves of this opportunity.

The Verizon-WV tariff proposal and proposed rates have been properly noticed to the public, and submitted by Verizon-WV as required by the Commission in this proceeding. The review of the proposed tariff change for E911 service in this case is consistent with the MTP approved by the Commission on March 26, 2007. The Commission concludes that *Tariff Rule* 42 does not create a procedural impediment preventing the review by the Commission of the Verizon-WV proposed rates for E911 service in this case.

The Commission may waive *Tariff Rule* 42 filings and frequently does so for good cause shown.[1] *Tariff Rule 42*. Good cause exists because for many years, Verizon-WV has transitioned in the telecommunications market through a series of Commission approved plans in Case Nos.

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[1] See *West Virginia-American Water Company and the Regional Development Authority of Charleston – Kanawha County*, Case No. 06-1858-W-CN-PC (Mar. 15, 2007); *City of Cameron*, Case No. 06-1487-W-CN (Jan. 23, 2007); *Cave Road Utilities, Inc.*, Case No. 06-1823-WS-ACN-PW (Jan. 22, 2007); *Town of Farmington*, Case No. 06-1491-W-CN, (Jan. 10, 2007); *Monongahela Power Company and the Potomac Edison Company each doing business as Allegheny Power*, consolidated Case Nos. 05-0402-E-CN and 05-0750-E-PC (Apr. 7, 2006). See also *Liberty Gap Wind Force*, LLC, Case No. 05-1740-E-CS (June 22, 2007).

83-259-T-SC, 90-613-T-PC, 94-0725-T-PC, 97-1461-T-PC, 00-0705-T-PC and 06-1935-T-PC. In addition, the Verizon-WV cost study and other evidence of record enables the Commission to make a determination as to the reasonableness of the Verizon-WV proposed rate.

2. Whether Verizon-WV proposed E911 tariff is reasonable with respect to cost?

Verizon-WV used a total service long-run incremental cost study, a forward-looking cost methodology, to develop proposed rates. For the past twenty years, the telecommunications industry has used forward-looking cost methodologies to develop prices for such services as 911, basic exchange service, vertical services, and data services. Tr. I, p. 94 The FCC requires the use of forward-looking costs for pricing unbundled network elements. Tr. II, p. 79.

Forward-looking cost study methodologies price a service based upon the total costs to provide a service, completely revising the entire pricing without reference to how those services previously were priced. In contrast, the Kanawha Metro cost analysis begins with complete acceptance of the historical rates and services Verizon-WV currently provides, and then attempts to identify those additional costs that Verizon-WV will incur to provide service outside of its existing incumbent service area. Metro Exh. 4, p. 4.

The bases of the Kanawha County claim are various critiques of the Verizon-WV cost study presented by the Kanawha Metro witness Morgan Winfree. However, each of these critiques was rebutted by the Verizon-WV witness. VZ Exh. R [Coates]. In addition, Kanawha Metro has never presented its position on what an appropriate rate should be.

The Verizon-WV tariff is reasonable when compared to its current tariff. Its proposed monthly rate for E911 service of $182/1000 access lines averages out to approximately a 65% increase over the current rate of $110/1000 access lines, although the actual increase varies by county. Under the terms of the Verizon-WV current tariff, however, the $110/1000 line rate can be applied to all access lines: ILEC, wireless, and CLEC, but Verizon-WV has only been billing for ILEC lines. Tr. Vol. I, p. 66. If Verizon-WV applied the current tariff as written, the bills for certain PSAPs would more than double because there are now more wireless phones in West Virginia than land line phones. *Id.* This would result in an effective rate per land line double the current rate.

The Verizon-WV proposed E911 rate was developed by including wireless costs. As a result, bills to PSAPs will only be based on the number of land lines served by each PSAP, as clarified by Verizon-WV at hearing. Tr. Vol. II, pp. 50-52. Footnote 4 on page 14 of the proposed tariff sets forth the method by which PSAPs will be billed for E911 service each month. Verizon-WV Exh. 1. Under the original language of footnote 4, the number of land line and wireless calls or lines in each county are assumed to be equal during the initial billing period. However, in subsequent years, footnote 4 stated that billing would be in proportion to the ratio of wire-line calls to wireless calls. Tr. Vol. II, p. 45. At hearing, Verizon-WV agreed to modify the language of footnote 4 to maintain the assumed equal ratio of land line and wireless calls for billing purposes. Tr. Vol. II, pp. 50-52. Thus, billing under the proposed tariff will be based solely on the number of land lines, including CLEC lines, served by each PSAP. Tr. Vol. I, p. 69. This stands in contrast to the current tariff that

allows billing of all lines. *Id.*, pp. 66; 74. When compared in this way, the effective rate per land line under the current tariff and the proposed tariff is almost identical, supporting the overall reasonableness of the Verizon-WV proposed rates.

Completely resetting the Verizon-WV prices, rather than building upon historical rates as Kanawha Metro advocates, is appropriate for several reasons. First, the Verizon-WV rates have not been adjusted since 2001. Tr. Vol. II, p. 40. Second, Verizon-WV began providing DBMS to PSAPs within its service area, including Kanawha Metro, without adjusting rates to reflect the additional service. Tr. Vol. II, pp. 92; 212-213. Third, the Verizon-WV service area under the plan will be increased significantly and its costs will change. Tr. Vol. I, pp. 72; 169-170; 176; Tr. Vol. II, p. 116; Frontier Exh.1, p. 10. Fourth, Verizon-WV has not been assessing all of the charges that are provided in its current tariff. Tr. Vol. I, pp.70-71. Taken together, these factors favor completely revisiting the Verizon-WV rates. Using its cost methodology, Kanawha Metro would omit any correction of rates for the additional DBMS it has been receiving and continues to receive without charge and would omit any correction for tariff charges that Verizon-WV has not been assessing.

3. ***Whether approval of the Verizon-WV statewide averaged E911 tariff would unduly discriminate against Kanawha-Metro or any other PSAP?***

The Verizon-WV proposed tariff will charge PSAPs $182/1000 access lines monthly for the provision of E911 service throughout the State by averaging all of its costs for E911service across the entire State. Kanawha Metro already receives E911 DBMS from Verizon-WV. In fact, Kanawha County Commissioner Kent Carper diligently worked with the Verizon-WV predecessor, C & P Telephone Company, over twenty years ago to develop an E911 system for Kanawha County which was the first in the State and one of the first in the Eastern United States. Tr. Vol II, p. 322. At that time, the State of West Virginia did not assist in paying for E911 so the Kanawha County Commission and the City of Charleston subsidized the Kanawha County 911 system in the amount of $500,000 and $1 million per year, respectively. The amounts subsidized by the City and the County were in addition to the amount the citizens of Kanawha County contributed by supporting every requested increase necessary to build the system. Tr. Vol. II, pp. 320, 323-324.

Kanawha Metro has worked hard and spent dearly to develop E911 service for county citizens and maintains that it derives no additional benefit from the provision of E911 DBMS to the ten Frontier counties. Metro Exh. 1, p. 7. Kanawha County houses two major Verizon-WV switching centers and is opposed to subsidizing the more rural, less populated counties that are located at greater distances from the Verizon-WV switching centers. *Id.*

The Verizon-WV averaging of its costs across the State is a continuation of the current E911 tariff that has used statewide averaged rates since 1994. Tr. Vol. I, p. 59. This Commission has historically supported statewide and utility-wide rates for decades as a reasonable, non-discriminatory and equitable cost-based way to price service offerings:

> The Commission is of the opinion that the Company's STP [single tariff pricing] proposal results in a just, reasonable, sufficient and non-discriminatory rate for all of the customers of WVWC [West Virginia Water Company]. Each customer will pay the same rate for a like and contemporaneous service made under the same or substantially similar circumstances and conditions. ... A STP methodology... does not result in undue discrimination or favoritism between persons and between locations for a like and contemporaneous ...service.

(Emphasis in original).

West Virginia Water Company, Case No. 81-126-W-42A, "Order Approving Single Tariff Pricing" (May 26, 1982); app. den. 70 ARPSCWV 480 (Sept. 21, 1982). See also, Pendleton County PSD, Case No. 94-1123-PWD-CN, Commission Order (Jan. 9, 1996).

Understandably, for the reasons set forth above, Kanawha Metro opposes the Verizon-WV proposed tariff. In today's computer and technology era, it is conceivable (but not practical) to price service individually. The question is whether that would be more equitable or efficient (or more accurate for that matter). It has long been the case that rates are averaged across a service area of a regulated carrier. All customers pay the same rate for the same class of telephone service from the same carrier, regardless of the cost to serve an individual customer. Tr. Vol. II, pp 160-161; 180; 337; Frontier Exh. 3, p. 5; Frontier Exh.1, p. 9. Just as the Verizon-WV rates for E911 services currently are averaged within its service area, it proposes that E911rates be the same throughout a newly-certificated E911 service area. Tr. Vol. I, p. 201. See also Frontier Exhibit 1, p. 9.

The record does not support overturning this long-standing regulatory principle or overturning the Commission policy of averaging rates for E911 service that has existed since 911 rates were first established in *General Investigation into the Practices of and Rates Charged by Certain Local Exchange Carriers with Respect to Emergency Telephone Systems service,* Case No. 93-0764-T-GI, Commission Order (Dec. 21, 1993). Tr. Vol. II, pp. 357-358; Frontier Exh. 2, pp. 2-3.

While Chapter 24 of the *W. Va. Code* is replete with prohibitions against undue discrimination, none of the statutory provisions preclude any and all discrimination, *per se.* See *W. Va. Code* §§ 24-1-1(a)(4); 24-2-2(a); 24-2-3; 24-2-4b(b); and 24-2-7(a). The approval of statewide or averaged rates to assure equal accessibility to essential E911 DBMS rates by all West Virginia PSAPs will not create undue discrimination against those county PSAPs who currently receive E911 DBMS.

4. Whether E911 rates should be bundled?

The Verizon-WV E911 tariff rate in West Virginia has been bundled since 1994. This means that there is a single rate for the entire E911 service. PSAPs cannot purchase individual pieces of

the E911 service on an a la carte basis. Intrado objects to the lack of unbundled rate elements in the proposed tariff as being anti-competitive.

Although Verizon-WV stated that it could unbundle its rates, it has resisted doing so because the PSAPs had requested the bundled rate. Tr. Vol. I, p. 160. Verizon offers unbundled E911 tariffs in other states. In fact, Verizon-WV witness Christopher Coates said that he could not compare rates in West Virginia to other Verizon states because those states had *unbundled* rate elements. *Id.*, pp.101-102. At hearing, Staff testified to the rates from the Verizon E911 tariff in Maryland that offered a bundled rate, but also had unbundled rate elements for selective routing and ANI services. Tr. Vol. II, pp. 340-341.

Verizon-WV has offered to make the separate components of E911 services available in a timely manner. Proposed Order of Verizon-West Virginia, p.111, Verizon-WV Findings of Fact 27-28. Additionally, Verizon-WV has modified its original proposal to make clear that counties could opt out, in whole or in part, from E911 service with Verizon-WV. VZ Exh. R, p. 4; Tr. Vol. I, p. 215.

The Commission will approve the Verizon-WV bundled averaged E911 tariff. Contrary to the concerns of Intrado, the Verizon-WV proposed tariff allows for competitive entry by other providers of E911 services. Nothing in the plan makes Verizon-WV the exclusive provider of E911 services. Instead, the rates Verizon-WV developed are based on the assumption that all counties in West Virginia participate in the plan and that Verizon-WV provides service to all counties in the State. If either of those assumptions does not accurately reflect how the plan is implemented, rates could change. Tr. I, pp. 21; 83; 209-211.

The Commission will also require Verizon-WV to supplement its E911 tariff with unbundled rate elements for selective routing and ANI/ALI services. Supporting cost information should also be filed with the unbundled rate elements. This will provide a foundation for competitive E911future offerings in the State and provide more purchasing options to PSAPs, either individually or collectively.

5. Whether the Verizon-WV proposed offset of implementation costs with Market Transition Plan public benefit grant funds in order to phase in its rates would be anti-competitive?

The Verizon-WV Commission-approved MTP is an alternative regulation plan that balances competing interests and viewpoints with a goal of benefitting the public interest by ensuring reasonable rates. See, e.g., Citizens Telecommunications Company of West Virginia dba Frontier Communications of West Virginia, Commission Order, Case No. 05-0040-T-PC, Attachment ¶¶ 11, 13 (May 4, 2005). Under Section 4 of the MTP, E911 services are classified as Category I services, the prices of which are normally set for the duration of the plan but were specifically

exempted because of the pendency of this proceeding. Verizon-WV agreed to phase in its proposed E911rates over four steps if the rates were approved as part of the resolution of this proceeding. Verizon West Virginia, Inc., Case No. 06-1935-T-PC, Commission Order (March 26, 2007).

The MTP includes a public benefits expenditure provision. Under Section 15 of the MTP, Verizon-WV is required to make annual grants totaling $1.7 million to the State, local agencies, or community-based non-profit groups for public benefits. However, Section 15 also states that if the phase in of E911 rates is approved, Verizon-WV can offset its annual public benefits' commitment by the amount of revenue forgone as a result of the phase in. *Id.*

The rate phase in would result in a monthly rate for E911 service of $128 per thousand ($128/1000) lines the first year; $146 the second; $164 the third; and $182/1000 lines the fourth year. Tr. Vol. I, p. 87. Verizon-WV has not sought a flash cut to the existing rate; on the contrary, with the rate phase in, Verizon-WV will receive approximately $900,000 less the first year than under full rates. Consequently, pursuant to the MTP, the Verizon-WV public benefits' commitment would be offset by $900,000 the first year, and lesser amounts the next two years. Tr. Vol. I, p. 89.

Intrado claims that the phase in of the Verizon new E911 rate is anti-competitive since the rates during the phase in will be below the costs indicated by the Verizon cost study. Proposed Commission Order Prepared by Intrado Communications, Inc., pp. 16-19. Intrado complains that the final rate of $182/1000 lines is too low, and therefore, anti-competitive. *Id.*, p. 3. Kanawha Metro complains that the proposed rate is too high and the rate increase of 65% or more is too large. Tr. Vol. II, pp. 285-286. Each of these concerns is defensible. A price set too low will stifle competition; a price set too high will impose unreasonable burdens on PSAPs and the public. The Commission is called to perform a balancing role in reconciling these two seemingly opposing interests. See W. Va. Code § 24-1-1(b).

The phase in of the new rate called for in the Verizon-WV MTP is an appropriate way for the Commission to strike this balance. PSAPs will see moderate predictable increases in the rate for E911 services over the next three years. At the same time, the rate will become increasingly higher with the passage of time, providing Intrado opportunities to make inroads with different county PSAPs, and ultimately the State as a whole. In this manner, rate impacts on customers can be mitigated, and market forces can be introduced into another area of telecommunications.

Parties to this proceeding have suggested that instead of phasing in the rate, that equivalent grants should be given to PSAPs so that they can make their own purchasing decisions or that the Commission should direct Verizon-WV to place the funds into a general fund administered by a third party. Intrado Exh. 1, p. 24. The Commission declines to do so. The MTP was a negotiated settlement in Case No. 06-1935-T-PC among the parties to that case. Changing the public benefit fund portion of the MTP affects other terms which likely would have been different had the parties known that public benefit funds would not be used to phase in E911 rates. Moreover, the MTP is

a Commission-approved plan that will use public benefit funds to facilitate the phase in of the Verizon-WV new E911 rates, and thereby provide a direct benefit to each and every PSAP in the State. The Commission finds that there is no sufficient basis for disturbing the MTP in this proceeding.

Staff argues that it would be unfair to the counties to eliminate the phase in of the Verizon E911 DBMS rates as long as there is no competition for the provision of E911 DBMS. See Initial Brief of Staff, Proposed Conclusion of Law 21, p. 35-36. Staff also argues that it would be anti-competitive for Verizon-WV to use its MTP technology grant funds to phase in its rates if there were a competitor in the market. See Initial Brief of Staff, Proposed Conclusion of Law 20, p. 35. The Commission notes that the Verizon-WV MTP governs its rates and services through 2010 only. See Verizon West Virginia, Inc., Case No. 06-1935-T-PC, Commission Order (Dec. 21, 2006).

As is obvious by the participation of Intrado in this case, other providers may offer competitive E911 services, and PSAPs are free to purchase E911 service from whichever provider best suits their needs. In fact, on March 28, 2007, Intrado was issued a certificate by the Commission to provide such statewide E911 services. See, Intrado Communications Inc., Case No. 06-1892-T-CN, Recommended Decision (March 8, 2007; final March 28, 2007). Intrado testified at hearing that it could offer a monthly rate of $231/1000 lines for E911 service. Tr. Vol II, p. 219, but has not yet made an appropriate tariff filing with the Commission proposing the rates, standards, terms and conditions for the E911 services that Intrado intends to offer in West Virginia.

Preliminary Matter (2):

Whether the Commission should grant the Verizon-WV motion for protective treatment?

On May 31, 2007, Verizon-WV filed a motion seeking protective treatment of certain exhibits attached to its direct testimony and portions of testimony referencing information contained in those exhibits. The exhibits in question were: (1) Exhibit 2, which Verizon-WV identifies as "Highly Proprietary" and describes as a "Diagram of Current Network and Proposed Network"; (2) Exhibit 5, described as the Verizon-WV "Price Change Breakdown Overview" and identified as "Proprietary"; and (3) Exhibit 6, which Verizon-WV describes as its "Cost Study" and claims is "Highly Proprietary." See VZ Exh. DP, Table of Exhibits. Portions of the Verizon-WV prepared direct testimony referencing information contained in these exhibits were also redacted. See VZ Exh. DP, pp. 14 (related to VZ Exh. 5); *Id.*, pp.19-25; 27 (related to VZ Exh. 2 and/or VZ Exh. 6).

Verizon-WV claims the information that was the subject of its motion for protective order is exempt from disclosure under the West Virginia Freedom of Information Act's ("WVFOIA") exemptions for "trade secrets" and/or Homeland Security-related information. See W. Va. Code §§ 29B-1-4(a)(1), (10), (13) and (15).

Frontier seeks to withhold certain information designated as "proprietary" in the prepared direct testimony of Randall Brockmann and in certain exhibits relating to the cost of the Frontier facilities used in the preparation of the Verizon-WV cost study. Frontier, however, did not file a motion for protective order regarding such information. Nor did Frontier make a motion for protective treatment during the hearing in this proceeding. Tr. Vol. I, pp. 35; 37.

As it is possible for the Commission to issue this Order without including any of the proprietary information, the Commission concludes that there is no need to rule upon the requests for protected treatment at this time as the Commission is addressing the protection of sensitive information dispositively in Case No. 07-0558-T-GI, *General Investigation into Procedures for the Protection of Confidential Information in Commission Proceedings*. The Commission shall direct its Executive Secretary to maintain the information separate and apart from the rest of the file. If there is a request filed with the Commission in the future to make such information public, the Commission shall require the entity seeking protective treatment to argue its request for protective treatment at that time.

FINDINGS OF FACT

1. Enhanced 911 (E911) services allow the transmission of the name, telephone number and physical location of the person making an emergency call to a PSAP.

2. Verizon-West Virginia, Inc. (Verizon-WV) has offered E911 services in a bundled package containing all components of E911 services at uniform rates throughout its service territory since 1994. Tr. Vol. I, pp. 57-59.

3. Verizon-WV currently provides E911 service to 42 PSAPs operating in 45 West Virginia counties and Frontier provides E911 service to 10 PSAPs in the State's remaining counties. The service territory of Frontier is predominantly rural and includes Hardy Mercer, Jefferson, Calhoun, Tucker, Grant, Hampshire, Pleasants, Wayne, and Webster Counties. Verizon's Initial Brief at p. 112.

4. Initially, the Verizon-WV E911 monthly rate was $85/1000 access lines. This rate was adopted by *Citizens Telecommunications Company of West Virginia, Inc., dba Frontier Communications of West Virginia* (Frontier) in its West Virginia service territory. Tr. Vol. I, pp. 243-244, 247; Tr. Vol. II, pp. 24, 96; Tr. Vol. II, pp. 95-96.

5. In 2001, Verizon-WV increased its monthly E911 rate to $110/1000 access lines to pay for the upgrade of facilities necessary to handle wireless calls. Frontier also adopted that Verizon-WV rate. Tr. Vol. II, pp. 24, 96; Tr. Vol. II, pp. 93, 123.

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6. PSAPs in those counties served by Frontier have been paying the same higher rate as Verizon-WV, however they have not been receiving the same service. Tr. Vol. I, pp. 55, 61; Tr. Vol. II, p. 123.

7. With the exception of Mercer County, no Frontier county can identify the name, number or location of calls from wireless phones. The same is true for calls to PSAPs from customers of competitive local exchange carriers (CLECs) and calls from customers using Voice over Internet Protocol (VoIP).

8. PSAPs in the Frontier counties currently lack access to E911 DBMS and selective routing facilities that are necessary to provide full E911 service.

9. A Task Force established by the Commission and comprised of telecommunications carriers, PSAPs, and Staff, filed its Final Report into DBMS for E911 services, including a proposed Verizon-WV E911 Tariff on January 6, 2006.

10. The Task Force recommended that: (1) the Commission direct a full financial analysis of the proposed Verizon-WV E911 DBMS tariff rates and of the cost information supplied to Verizon-WV by the independent ILECs; (2) a public hearing be held no later than April 2006 for review of the audit results and to take comments of interested parties; (3) public notice of the hearing be provided to all ILECs, CLECs, West Virginia wireless carriers and county commissions; (4) Verizon-WV be granted the authority to serve outside its normal service area; and (5) the independent ILECs be required to modify their tariffs regarding the provision of E911 service.

11. On January 6, 2006, the Task Force filed its Final Report. The Final Report included a proposed Verizon tariff establishing a statewide monthly rate of $198/1000 access lines to be charged by Verizon as the single E911 DBMS provider in West Virginia. See VZ. Exh. 1; Staff Exh. 1, pp. 4-8.

12. By Order entered on February 7, 2006, the Commission directed the Staff to review the financial analysis underlying the $198/1000 monthly rate of access lines and the cost information provided to Verizon by the ILECs. See Case No. 04-0102-T-GI, Commission Order, p. 7.

13. Subsequently, Verizon filed a cost study supporting an increase from its current monthly rate of $110/1000 access lines to a monthly rate of $182/1000 access lines. Tr. Vol. I, p. 60.

14. Verizon filed a Total Service Long Run Incremental Cost (TSLRIC) model, which used different cost components than its prior analyses. This study generated an E911 DBMS

monthly cost of $196.14/1000 access lines. However, Verizon continued to offer the service for the previously proposed $182 per month per thousand access lines. Tr. Vol. I, pp. 92-93.

15. Telecommunications carriers routinely make filings without including *Rule* 42 Exhibits, pursuant to the Commission *Rules for the Construction and Filing of Tariffs, 150 C.S.R.* 2. *Id.*

16. Verizon-WV did not file the company financial data included in a *Tariff Rule* 42 Exhibit under the *Rules for the Construction and Filing of Tariffs,* 150 *C.S.R.* 2 as part of its proposed tariff. Tr. Vol. II, p. 286. Nor did Verizon-WV apply for or receive a waiver of such filing. Tr. Vol II, p. 375.

17. Verizon-WV has not had a general rate case in West Virginia since 1984. Tr. Vol. II, pp. 372-373; *C & P Telephone Co. of W. Va.,* Case No. 84-747-T-42T, Final Order (Sept. 6, 1985).

18. On December 15, 2006, Verizon-WV, CAD and Staff filed a joint petition for review and approval of a Market Transition Plan ("MTP"), an alternative rate plan governing the Verizon-WV services and rates through 2010, which the Commission approved on December 21, 2006. Verizon West Virginia, Inc., Case No. 06-1935-T-PC, Commission Order (Dec. 21, 2006).

19. Under Paragraph 4(a)(I) of the MTP, the Commission allowed Verizon-WV to raise E911 rates to the level to be determined by the Commission in this proceeding. The same paragraph also provided for the four-step phase in of the Verizon-WV E911 rates. *Id.*

20. On page 2 of the December 21, 2007 Order approving the MTP Joint Stipulation, the Commission stated that any rate changes contemplated by the MTP would not become effective until after proper notice and future order of the Commission. Verizon-WV filed a copy of the required notice with the Commission on February 13, 2007. *Id.*

21. Following the publication of the required notice and review of the proposed rate changes, on March 26, 2007, the Commission entered an Order approving the rate changes proposed in the MTP. *Verizon West Virginia Inc.*, Case No. 06-1935-T-PC, Commission Order (Mar. 26, 2007).

22. For the past 20 years, the telecommunications industry has used forward-looking cost methodologies to develop prices for such services as 911, basic exchange service, vertical services, and data services. Tr. Vol. I, p. 94

23. Verizon-WV used a total service long-run incremental cost study, a forward-looking cost methodology, to develop proposed rates in this case. Tr. Vol. I, pp. 93-94.

24. Forward-looking cost study methodologies price a service based upon the total costs to provide a service, completely revising the entire pricing without reference to how those services previously were priced.

25. Kanawha Metro has never presented its position on what an appropriate rate should be.

26. Verizon-WV's proposed monthly rate for E911 service of $182/1000 access lines averages approximately a 65% increase over the current rate of $110/1000 access lines, although the actual increase varies by county.

27. The Verizon-WV current tariff can be applied to all access lines: ILEC, wireless, and CLEC, but Verizon-WV has only been billing for ILEC lines. Tr. Vol. I, p. 66.

28. If Verizon-WV applied the current tariff as written, the bills for certain PSAPs would more than double because there are now more wireless phones in West Virginia than land line phones. *Id.*

29. Verizon-WV has been providing DBMS to PSAPs within its service area, including Kanawha Metro, without adjusting rates to reflect the additional service. Tr. Vol. II, pp. 92; 212-213.

30. The Verizon-WV proposed E911 rate was developed by including wireless costs. As a result, bills to PSAPs will only be based on the number of land lines served by each PSAP. Tr. Vol. II, pp. 50-52.

31. The Verizon-WV proposed tariff sets forth the method by which PSAPs will be billed for E911 service each month. Verizon-WV Exh. 1, n. 4.

32. The Verizon-WV tariff will maintain the assumed equal ratio of land line and wireless calls for billing purposes. Tr. Vol. II, pp. 50-52. Billing under the proposed tariff will be based solely on the number of land lines, including CLEC lines, served by each PSAP. Tr. Vol. I, p. 69.

33. The Verizon-WV tariff proposes to charge PSAPs $182/1000 access lines monthly for the provision of E911 by averaging all of its costs for E911service across the entire State.

34. Verizon-WV's averaging of its costs across the State is a continuation of the current E911 tariff that has used statewide averaged rates since 1994. Tr. Vol. I, p. 59.

35. The Commission has historically supported statewide and utility-wide rates, which are common in the telecommunications industry. Tr. Vol. II, p.335, See also, West Virginia Water Company, Case No. 81-126-W-42A, "Order Approving Single Tariff Pricing" (May 26, 1982).

36. The Verizon-WV E911 tariff rate in West Virginia has been bundled since 1994 and there is a single rate for the entire E911 service. PSAPs cannot purchase individual pieces of the E911 service on an a la carte basis.

37. Verizon-WV can unbundle its rates but has resisted doing so because the PSAPs had requested the bundled rate. Tr. Vol. I, p. 160.

38. Verizon offers unbundled E911 tariffs in other states.

39. Verizon-WV has offered to make the separate components of E911 services available in a timely manner. Proposed Order of Verizon-West Virginia, p.111, Verizon-WV Findings of Fact 27-28.

40. Additionally, Verizon-WV has modified its original proposal to make clear that counties could opt out, in whole or in part, from E911 service with Verizon-WV. VZ Exh. R, p. 4; Tr. Vol. I, p. 215.

41. Nothing in its proposed tariff makes Verizon-WV the exclusive provider of E911 services. The rates Verizon-WV developed are based on the assumption that all counties in West Virginia participate in the plan and that Verizon-WV provides service to all counties in the State. If either of those assumptions does not accurately reflect how the plan is implemented, rates could change. Tr. I, pp. 21; 83; 209-211.

42. The Verizon-WV Commission-approved MTP is an alternative regulation plan that balances competing interests and viewpoints with a goal of benefitting the public interest by ensuring reasonable rates. See, e.g., Citizens Telecommunications Company of West Virginia dba Frontier Communications of West Virginia, Commission Order, Case No. 05-0040-T-PC, Attachment ¶¶ 11, 13 (May 4, 2005).

43. Under Section 4 of the MTP, E911 services are classified as Category I services, the prices of which are normally set for the duration of the plan, but were specifically exempted because

of the pendency of this proceeding. Verizon-WV agreed to phase in its proposed E911rates over four steps if the rates were approved as part of the resolution of this proceeding. *Verizon West Virginia, Inc.*, Case No. 06-1935-T-PC, Commission Order (March 26, 2007).

44. The MTP includes a public benefits expenditure provision. Under Section 15 of the MTP, Verizon-WV is required to make annual grants totaling $1.7 million to the State, local agencies, or community-based non-profit groups for public benefits. Section 15 also states that if the phase in of E911 rates is approved, Verizon-WV can offset its annual public benefits' commitment by the amount of revenue forgone as a result of the phase in. *Id.*

45. The rate phase in would result in a monthly rate for E911 service of $128/1000 lines the first year; $146 the second; $164 the third; and $182/1000 lines the fourth year. Tr. Vol. I, p. 87. Verizon-WV will receive approximately $900,000 less the first year than under full rates and lesser amounts the next two years.

46. Pursuant to the MTP Verizon-WV's public benefits' commitment would be offset by $900,000 the first year, and lesser amounts the next two years. Tr. Vol. I, p. 89.

47. On May 31, 2007, Verizon-WV filed a motion seeking protective treatment of certain exhibits attached to its direct testimony and portions of testimony referencing information contained in those exhibits.

48. The exhibits in question were: (1) Exhibit 2, which Verizon-WV identifies as "Highly Proprietary" and describes as a "Diagram of Current Network and Proposed Network"; (2) Exhibit 5, described as the Verizon-WV "Price Change Breakdown Overview" and identified as "Proprietary"; and (3) Exhibit 6, which Verizon-WV describes as its "Cost Study" and claims is "Highly Proprietary." See VZ Exh. DP, Table of Exhibits. Portions of the Verizon-WV prepared direct testimony referencing information contained in these exhibits were also redacted. See VZ Exh. DP, pp. 14 (related to VZ Exh. 5); *Id.*, pp.19-25; 27 (related to VZ Exh. 2 and/or VZ Exh. 6).

49. Verizon-WV claims that the information that is the subject of its Motion for Protective Order was exempt from disclosure under the West Virginia Freedom of Information Act's ("WVFOIA") exemptions for "trade secrets" and/or Homeland Security-related information. See W. Va. Code §§29B-1-4(a)(1), (10), (13) and (15).

50. Frontier seeks to withhold certain information designated as "proprietary" in the prepared direct testimony of Randall Brockmann and in certain exhibits relating to the cost of the Frontier facilities used in the preparation of the Verizon-WV cost study.

51. Frontier did not file a motion for protective order regarding such information, nor did Frontier-WV make a motion for protective treatment during the hearing in this proceeding. Tr. Vol. I, pp. 35; 37.

CONCLUSIONS OF LAW

1. *W. Va. Code* § 24-6-3 requires the Commission to "develop, adopt and periodically review a comprehensive plan establishing the technical and operational standards to be followed in establishing and maintaining emergency telephone systems and enhanced emergency telephone systems." County E911 systems must be consistent with the Commission comprehensive plan. *W. Va. Code* § 24-6-4(a). In addition, the Commission general powers to approve tariffs and rates of under *W. Va. Code* § 24-2-3 extend to the tariffs and rates for E911 services provided by telecommunications carriers.

2. The Commission finds that it has not only the authority, but the duty to establish, review, and update the comprehensive enhanced 911 plan and to review all utility rates and charges. Further, in exercising its statutory authority, the Commission is not compelling county participation in a statewide E911 system, as Kanawha Metro maintains in its Motion to Dismiss and Proposed Findings of Fact and Conclusions of Law. The Commission instead is approving the rates, terms and conditions for a service offered by a public utility subject to the Commission jurisdiction. Therefore, it is reasonable to deny the Kanawha Metro Motion to Dismiss for Lack of Subject Matter Jurisdiction.

3. The Verizon-WV tariff proposal and proposed rates have been properly noticed to the public and submitted by Verizon-WV as required by the Commission in this proceeding. The review of the proposed tariff change for E911 service in this case is consistent with the MTP approved by the Commission on March 26, 2007. *Tariff Rule* 42 of the Commission *Rules for the Construction and Filing of Tariffs*, 150 *W. Va. C.S.R.* 2 does not create a procedural impediment preventing the Commission review of the Verizon-WV proposed rates for E911 service in this case.

4. *Rule* 42 filing requirements are frequently waived by the Public Service Commission for good cause shown. See *Liberty Gap Wind Force, LLC* Case No. 05-1740-E-CS, June 22, 2007; *West Virginia-American Water Company and the Regional Development Authority of Charleston - Kanawha County*, Case No. 06-1858-W-CN-PC, March 15, 2007; *City of Cameron*, Case No. 06-1487-W-CN, January 23, 2007; *Cave Road Utilities, Inc.*, Case No. 06-1823-WS-ACN-PW, January 22, 2007; *Town of Farmington*, Case No. 06-1491-W-CN, January 10, 2007; *Monongahela Power Company and the Potomac Edison Company each doing business as Allegheny Power, Monongahela Power Company and the Potomac Edison Company each doing business as Allegheny Power*, consolidated Case Nos. 05-0402-E-CN and 05-0750-E-PC, April 7, 2006.

5. The Public Service Commission grants Verizon-WV a waiver of its *Rule* 42 Exhibit requirements. This waiver is granted because; (1) the submitted cost model is sufficient to determine the reasonableness of the proposed rate, (2) Verizon-WV is no longer rate-base/rate-of-return regulated, (3) the preparation of a *Tariff Rule* 42 Exhibit would prolong a final resolution of a threat which requires an expedient resolution, and (4) the expense of the preparation of a *Rule* 42 Exhibit would unnecessarily and substantially increase the cost of E911 DBMS in West Virginia. This waiver is granted in accordance with the provisions of Rule 1.6 of the Commission *Rules for the Construction and Filing of Tariffs*, 150 *W. Va. C.S.R.* 2.

6. The cost model submitted by Verizon-WV is sufficient to justify the proposed rate.

7. Completely resetting the Verizon-WV prices, rather than building upon historical rates as Kanawha Metro advocates, is appropriate. Using its cost methodology, Kanawha Metro would omit any correction of rates for the additional DBMS it has been receiving and continues to receive without charge and would omit any correction for tariff charges that Verizon has not been assessing.

8. Verizon-WV should, within ten days, file a revised tariff offering the proposed rate of $182/1000 access lines with the Commission. The revision should remove all references to the exclusive provision of E911 DBMS by Verizon and modify Footnote 4 of the proposed tariff, as agreed to by Verizon-WV in testimony at hearing, to maintain the assumed 50/50 ratio of land line and wireless calls for billing purposes until a subsequent new tariff is filed by Verizon-WV. See Footnote 4, Verizon's Miscellaneous Service Arrangements Tariff, P.S.C. W. Va. No. 211, Section 14, 2nd Revised Page 14, Canceling 1st Revised Page 14, marked at hearing as VZ Ex. 1.

9. This Commission has historically supported statewide and utility-wide rates for decades as a reasonable, non-discriminatory and equitable way to price service offerings on a cost-based methodology:

> The Commission is of the opinion that the Company's STP [single tariff pricing] proposal results in a just, reasonable, sufficient and non-discriminatory rate for all of the customers of WVWC [West Virginia Water Company]. Each customer will pay the same rate for a like and contemporaneous service made under the same or substantially similar circumstances and conditions. ... A STP methodology... does not result in undue discrimination or favoritism between persons and between locations for a like and contemporaneous ...service.

(Emphasis in original).

West Virginia Water Company, Case No. 81-126-W-42A, "Order Approving Single Tariff Pricing" (May 26, 1982); app. den. 70 ARPSCWV 480 (Sept. 21, 1982). See also, Pendleton County PSD, Case No. 94-1123-PWD-CN, Commission Order (Jan. 9, 1996).

10. The record does not support overturning this long-standing regulatory principle or overturning the Commission policy of averaging rates for E911 service that has existed since 911 rates were first established in *General Investigation into the Practices of and Rates Charged by Certain Local Exchange Carriers with Respect to Emergency Telephone Systems service*, Case No. 93-0764-T-GI, Commission Order (Dec. 21, 1993).

11. Although Chapter 24 of the *W. Va. Code* is replete with prohibitions against **undue** discrimination, none of the statutory provisions preclude any discrimination, *per se.* See *W. Va. Code* §§ 24-1-1(a)(4); 24-2-2(a); 24-2-3; 24-2-4b(b); and 24-2-7(a). The approval of statewide or postalized rates to assure equal accessibility to essential E911 DBMS rates by all West Virginia PSAPs will not create **undue** discrimination against those county PSAPs who currently receive E911 DBMS.

12. The Commission will approve the Verizon-WV bundled averaged E911 tariff. The Verizon-WV proposed tariff allows for competitive entry by other providers of E911 services. Nothing in the plan makes Verizon-WV the exclusive provider of E911 services. Instead, the rates Verizon-WV developed are based on the assumption that all counties in West Virginia participate in the plan and that Verizon-WV provides service to all counties in the State. If either of those assumptions does not accurately reflect how the plan is implemented, rates may change.

13. The Commission will also require Verizon-WV to supplement its E911 tariff Verizon-WV supplement its E911 tariff by filing proposed unbundled rate elements the individual components of E911 DBMS. Supporting cost information should also be filed with the unbundled rate elements. This will provide a foundation for competitive E911 future offerings in the State and provide more purchasing options to PSAPs, either individually or collectively, and will promote new technological development.

14. The Commission is called to perform its role in reconciling two seemingly opposing interests regarding the reasonableness of E911 service and competition in the marketplace. See, W. Va. Code § 24-1-1(b). The phase in of the new rate called for in the Verizon-WV MTP is an appropriate way for the Commission to strike this balance. PSAPs will see moderate predictable increases in the rate for E911 services over the next three years. At the same time the rate will become increasingly higher with the passage of time, providing Intrado opportunities to make inroads with different county PSAPs, and ultimately the State as a whole. In this manner, rate impacts on customers can be mitigated, and market forces can be introduced into another area of telecommunications.

15. As it is possible for the Commission to issue this Order without including any of the proprietary information, the Commission concludes that there is no need to rule upon the requests for protected treatment at this time as the Commission is addressing the protection of sensitive information dispositively in Case No. 07-0558-T-GI, *General Investigation into Procedures for the Protection of Confidential Information in Commission Proceedings*.

ORDER

IT IS THEREFORE ORDERED that the Kanawha Metro Motion to Dismiss for Lack of Subject Matter Jurisdiction is denied.

IT IS FURTHER ORDERED that the Verizon-WV bundled averaged E911 tariff is approved, subject to the condition that within ten days Verizon-WV revise its E911 tariff filing to remove all references to the exclusive provision of E911 DBMS by Verizon-WV and to modify Footnote 4 of the proposed tariff, as agreed to by Verizon-WV in testimony at hearing, so that the assumed 50/50 ratio of land line and wireless calls for billing purposes is maintained until a subsequent new tariff is filed by Verizon-WV.

IT IS FURTHER ORDERED that the requirements to file a complete *Rule* 42 are waived.

IT IS FURTHER ORDERED that Verizon-WV supplement its E911 tariff by filing proposed unbundled rate elements for selective routing and ANI/ALI services with supporting cost information within 120 days.

IT IS FURTHER ORDERED that Verizon-WV may use public benefit funds to facilitate the phase in of the Verizon-WV new E911 rates as set forth in the Verizon-WV Market Transition Plan.

IT IS FURTHER ORDERED that the Executive Secretary will continue to maintain the documents for which the parties requested protected treatment separate and apart from the remainder of the file and in a protected manner.

IT IS FURTHER ORDERED that upon entry of this order this case shall be removed from the Commission's docket of open cases.

IT IS FURTHER ORDERED that the Commission's Executive Secretary serve a copy of this order upon all parties of record by United States First Class Mail and upon Commission Staff by hand delivery.

A True Copy, Teste:

Sandra Squire
Executive Secretary

MEB/lm
040102cs.wpd

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: Carey Spence-Lenss

PARTY: Intrado

DESCRIPTION: Public Utilities Commission of Ohio
Finding and Order (Ohio Order),
attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 15
COMPANY Intrado
WITNESS Carey Spence-Lenss (CSL-2)
DATE 07-09-08

PROFFERING PARTY: Staff

I.D. # CSL-2

GCL

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Intrado Communications, Inc. to Provide Competitive Local Exchange Services in the State of Ohio.	)))	Case No. 07-1199-TP-ACE

FINDING AND ORDER

The Commission finds:

(1) On November 19, 2007, as amended on December 7, 2007, and January 28, 2008, Intrado Communications, Inc. (Intrado) filed an application seeking certification in the state of Ohio as a competitive local exchange carrier (CLEC) for the purpose of provisioning telecommunications services that facilitate, enhance, and advance the provision of emergency services for end users of wireline and wireless carriers and voice over Internet protocol (VoIP) providers. Intrado submits that it will offer its telecommunications services throughout the state of Ohio to a federal, state, or municipal or other local government unit legally authorized to subscribe to the service and which has public safety responsibility by law to respond to telephone calls from the public for emergency services, including police and fire. The applicant avers that its offerings in Ohio will provide public safety answering points (PSAPs) with competitive alternative options to their current 9-1-1 incumbent-based legacy systems that do not exist today. In particular, Intrado states that its next-generation solution will provide PSAPs with the capabilities to process, route, and deliver wireline, wireless, and VoIP calls allowing for more relevant information to be sent to first responders.

Intrado explains that its services permit calls originated by personal communications devices that dial 9-1-1 or another emergency number to be received by a PSAP. The company describes how its services support interconnection to other telecommunications service providers for the purpose of receiving emergency calls originated in their networks. Specifically, these services include 9-1-1 call routing services which use a call management system to perform the selective routing of an emergency call to the appropriate PSAP or to hand the call off to a different 9-1-1 service provider for call completion to the appropriate PSAP. Inasmuch as its services allow for access and usage of 9-1-1

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services through the transporting of 9-1-1 and emergency call traffic to its subscribers, Intrado opines that it is engaged in the provision of Tier 1 noncore service.

As part of its service provisioning, Intrado describes that it requires the use of numbering resources in the state of Ohio. In particular, these numbering resources pertain to the use of pseudo automatic number identification (pANI) resources for the purpose of instructing switches where to route wireless and VoIP 9-1-1 calls. Intrado avers that prior to seeking such numbering resources it should be certified as a CLEC for the purpose of providing Tier 1 noncore services.

(2) Pursuant to the attorney examiner's Entry of December 18, 2007, AT&T Ohio, Cincinnati Bell Telephone Company, LLC (Cincinnati Bell),[1] and the Ohio Telecom Association (OTA) were granted intervention in this proceeding.

(3) AT&T Ohio questions why Intrado should be allowed to provide a limited service absent the broader obligations of other telecommunications carriers in the state of Ohio. Specifically, AT&T Ohio avers that Intrado is seeking a CLEC certificate for the purpose of interconnection while not intending to offer basic local exchange service as required by the Commission's rules. AT&T Ohio submits that, pursuant to Section 4905.041, Revised Code, Intrado's application for certification should be denied in light of the fact that the company does not qualify as a local exchange carrier consistent with federal law (AT&T Ohio Motion for Intervention at 3).

Further, AT&T Ohio asserts that Intrado's application is contrary to the Commission's long-standing policy requiring that 9-1-1 services be priced "at cost." Specifically, AT&T Ohio highlights the fact that Intrado's tariff provides for a "return" on certain charges (AT&T Ohio Reply Memorandum, December 18, 2007, at 2, referencing Intrado's proposed Tariff No. 1, Section 6, Original Pages 1 and 2).

(4) Cincinnati Bell objects to Intrado seeking certification as a CLEC despite the fact that it will not be offering dial tone or any other aspect of local exchange service other than 9-1-1 services to

1 On December 4, 2007, Cincinnati Bell also filed objections in opposition to Intrado's application and a request for a suspension.

PSAPs. Cincinnati Bell opines that Intrado is seeking certification as a CLEC so that it can avail itself of interconnection and access to unbundled network elements (UNEs), despite the fact that it has no plans to actually operate as a CLEC. Cincinnati Bell also believes that Intrado is seeking to change the routing of certain 9-1-1 traffic and the relationship between Cincinnati Bell and other carriers and PSAPs in Cincinnati Bell's service area (Cincinnati Bell Motion for Intervention at 3).

(5) Similar to AT&T Ohio and Cincinnati Bell, OTA believes that Intrado is seeking to obtain the rights and privileges of interconnection, access to UNEs, and collocation, despite the fact that the applicant is not entitled to them pursuant to Ohio law inasmuch as Intrado does not provide all of the elements of basic local exchange service (OTA Motion to Intervene at 4). OTA opines that if Intrado is successful in gaining CLEC certification, OTA's members will be adversely affected and unlawfully burdened by other similarly situated providers (*Id.* at 2).

(6) Intrado considers the motions of AT&T Ohio, Cincinnati Bell, and OTA to be an attempt to create a barrier to entry for itself and other competitive 9-1-1 service providers to compete in Ohio for the purpose of serving the needs of the public safety community (Intrado Memorandum Contra at 1).

Specifically, Intrado dismisses the objections raised in response to its certification application inasmuch as it considers the identified issues and concerns to be either without merit or irrelevant to the issue of Intrado's fiscal, technical, or managerial qualifications as they relate to certification (*Id.* at). Intrado considers the stated objections to be nothing more than an attempt by the ILECs to protect their own turf from the services that Intrado believes are supported by the public safety community (*Id.* at 3). Additionally, Intrado believes that such services are supported by Section 253 of the Telecommunications Act of 1996 (1996 Act).

To the extent that there are technical issues relative to the offering of its advanced 9-1-1 services, Intrado believes that these issues are more appropriate in the context of interconnection negotiations, and should not be addressed in this certification proceeding. Intrado asserts that it services constitute telephone exchange service as defined in the 1996 Act inasmuch as it provides the routing, transmission, and transport of traditional

and nontraditional emergency call traffic to the appropriate PSAP. Therefore, Intrado avers that it is a telephone company subject to the Commission's jurisdiction in accordance with Section 4905.03(A)(2), Revised Code. As a result of its service offerings, Intrado asserts that it provides significant value to the public safety community, as well as residents of the state.

(7) Upon a review of Intrado's application for certification, the Commission determines that, although Intrado is seeking to be designated as a CLEC, based on the company's described services it is more appropriate to establish a new designation known as an "competitive emergency services telecommunications carrier" and to designate the applicant as such, rather than as a CLEC.

The Commission determines that competitive emergency services telecommunications carriers are telecommunications carriers pursuant to 47 U.S.C. 153. In reaching this determination, the Commission notes that, pursuant to Section 153(44) of the 1996 Act, a telecommunications carrier is:

> [A]ny provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in Section 226). A telecommunications carrier shall be treated as a common carrier under this Act only to the extent that it is engaged in telecommunications services . . . .

Section 153(51) of the 1996 Act defines telecommunications service as:

> [T]he offering of telecommunications for a fee directly to the public or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Section 153(48) defines telecommunications as:

> [T]he transmission between or among points specified by the user of information of the user's choosing, without change in the form or content of the information as sent and received.

Applying these definitions to Intrado's proposed service offering, it is clear that Intrado is engaged in the provisioning of tele-

communications due to its transmission of 9-1-1 end user information from the end user's location to the PSAP. This offering is a telecommunications service in light of the fact that it will be contracted for by one or more Ohio counties for a fee, the effect of which is the availability of enhanced 9-1-1 service directly to the public.

Additionally, the Commission determines that emergency service telecommunications carriers are telephone companies pursuant to Section 4905.03, Revised Code and Rule 4901:1-7-01(S), O.A.C., and public utilities pursuant to Section 4905.02(B), Revised Code, inasmuch as they are engaged in the transmission of a telephonic message in their capacity of maintaining the selective router and directing 9-1-1 traffic to the appropriate PSAP. Accordingly, competitive emergency services telecommunications carriers are entitled to all rights and obligations of a telecommunications carrier pursuant to Sections 251 and 252 of the 1996 Act.

In establishing the competitive emergency services telecommunications carrier designation, the Commission distinguishes between a CLEC that is engaged in the business of provisioning basic local exchange service to end user subscribers who have either affirmatively selected the carrier or have other alternative providers available, and a company such as Intrado, which intends to serve the needs of the public safety community as a "competitive 9-1-1 service provider" (Intrado Memorandum Contra, December 11, 2007, at 1), but with whom the end user has no relationship. In support of this distinction, the Commission notes that Intrado's services involve the routing, transmission, and transport of traditional and nontraditional emergency call traffic to the appropriate PSAP or to allow for the handoff to a different 9-1-1 service provider, such as an ILEC, for call completion to the appropriate PSAP (Application, Ex. 3). Therefore, while Intrado is a telecommunications carrier engaged in the provision of telephone exchange service pursuant to Section 251 of the 1996 Act, its telephone exchange activities are restricted in scope and, thus, do not extend to the level of a CLEC.

The Commission notes that as a telecommunications carrier, the applicant has requested interconnection with the following Ohio ILECs pursuant to Section 251 of the 1996 Act: AT&T Ohio,

CenturyTel of Ohio, Cincinnati Bell Telephone Company, United Telephone Company of Ohio dba Embarq, Verizon North, and Windstream (Application, Ex. 19). Therefore, ILECs are obligated to negotiate with Intrado in good faith specific to the terms of interconnection. Additionally, pursuant to its designation as an emergency services telecommunications carrier, Intrado is entitled to access of pANI resources. Intrado shall obtain and utilize such pANI resources in an efficient manner consistent with the FCC's number optimization rules in 47 C.F.R. §52. The Commission directs Intrado to make available to the Commission's staff, upon request, information concerning Intrado's application for and/or utilization of pANI resources.

The Commission highlights the importance of regulating competitive emergency services telecommunications carriers in light of the significant public interest surrounding the provisioning of 9-1-1 service. As discussed in Intrado's application, its next-generation technology will provide PSAPs with the enhanced capability to process, route, and deliver wireline, wireless, and VoIP calls, enabling more relevant information to be sent to emergency personnel (Application, Ex. 5, at 3). By certifying competitive competitive emergency services telecommunications carriers, the Commission recognizes that it is providing PSAPs with competitive alternatives (e.g., Intrado) to the ILEC's traditional processing of 9-1-1 traffic. PSAPs will now have the opportunity to contract with entities that provide the most advanced 9-1-1 service available. This competitive environment will encourage the further development of 9-1-1 technology.

(8) In reaching the determination that Intrado should be certified as a competitive emergency services telecommunications carrier, the Commission has engaged in a comprehensive analysis of the company's compliance of the requirements of Rule 4901:1-6-10, O.A.C., including a demonstration of its technical, financial, and managerial capabilities.

A review of the record reflects that Intrado is certified to provide telecommunications services in more than 35 states (Application, Ex. 3, at 3). The company represents that along with its affiliate Intrado Inc., it owns and operates the largest 9-1-1 network in the world and that Intrado Inc. has operated 9-1-1 databases on behalf of three of the major ILECs for a number of years, and a

nationwide near real-time messaging network in support of wireless E9-1-1 for over 49 wireless carriers (*Id.*). Intrado describes its support for the industry's migration to Next Generation 9-1-1 services as evidenced by its active support and alignment with the United States Department of Transportation's Next Generation 9-1-1 Initiative (*Id.*, Ex. 5, at 3). According to the company, its expertise and commitment to E9-1-1 network security is reflected by its active participation in the Network Reliability and Interoperability Council (*Id.*, Ex. 3, at 3). In fact, Intrado submits that it is a secured and private IP-managed network. Intrado's systems that are accessible through the Internet, including the subscriber record management data exchange portal, database management interface toll, and metrics tool, are protected by a secure access process that requires authentication through a unique user name, unique user password, and a code randomly generated at time of access via a secure ID token. Further, firewalls and network infrastructure are always configured with network intrusion detection in place to warn dedicated network security personnel of abnormal traffic patterns as well as providing the needed forensics to follow up on any attempted attack. The record also demonstrates that Intrado's officers and directors have vast technical experience in the 9-1-1 industry (*Id.*, Ex. 3). Additionally, the financial information submitted for Intrado's parent corporation reflects that Intrado has sufficient funding sources from its ultimate parent corporation to support its operations in the state of Ohio (*Id.*, Ex. 10).

(9) Intrado acknowledges and agrees to abide by the requirements set forth in Rule 4901:1-5-13, O.A.C., which pertain to the emergency and outage operations impacting 9-1-1 service. Consistent with the intent of this rule, the Commission is particularly concerned that 9-1-1 service not be interrupted due to a business determination on behalf of the applicant or a county that Intrado no longer serve in the capacity of an competitive emergency services telecommunications carrier. Therefore, Intrado must obtain Commission approval pursuant to an order prior to discontinuing or disconnecting service in a specific county or throughout the entire state of Ohio. In other words, all such requests should be filed as nonautomatic approval abandonment cases. Additionally, the Commission directs that Intrado and the ILEC providing wireline emergency 9-1-1 service shall

operate in a cooperative manner to ensure that emergency 9-1-1 calls continue unimpeded between end users and PSAPs.

(10) The Commission recognizes that, pursuant to Rule 4901:1-6-01(B)(3), O.A.C., basic local exchange service includes access to and usage of 9-1-1 services, where such services are available. Due to the fact that the provision of emergency services is a component of basic local service, it shall be considered as a Tier 1 core service consistent with Rule 4901:1-6-04, O.A.C. Therefore, with the exception of those case types specifically addressed in Findings (11) and (16), all applications related to the provision of emergency services shall be filed and processed in accordance with the automatic approval time frames provided for in the Commission's rules applicable to the competitive provider provision of Tier 1 core services.

Certification of competitive emergency services telecommunications carriers should occur on a countywide basis in order to ensure that all PSAPs in a given county are served by the same competitive emergency services telecommunications carrier for the purpose of provisioning seamless 9-1-1 service. In addition, the 9-1-1 systems in Ohio are planned, structured, and established on a countywide basis. Therefore, competitive emergency services telecommunications carriers should not serve individual PSAPs but, instead, the entire countywide 9-1-1 system.

(11) Pursuant to its application, Intrado is certified, at this time, as an competitive emergency services telecommunications carrier in all 88 counties in the state of Ohio. The company's tariff should be routinely updated to reflect the counties in which it is actually provisioning service.

Intrado, or any other competitive emergency services telecommunications carrier, may not operate as 9-1-1 system service provider in a countywide system until such time as the county has amended its 9-1-1 plan to identify that carrier as the 9-1-1 carrier of choice for the designated telecommunications (e.g., wireline, wireless, VoIP etc.). The ILEC shall continue to act as the 9-1-1 system service provider for those types of telecommunication services not designated to the competitive emergency services telecommunications carrier by the county. Any competitive emergency services telecommunications carrier

authorized to act as a countywide system service provider must carry all calls throughout the county for such types of telecommunications services designated by the county. In addition to the ILEC, there may be no more than one competitive emergency services telecommunications carrier designated by the county per countywide 9-1-1 system.

Once the countywide 9-1-1 plan has been amended and the competitive emergency services telecommunications carrier is designated to operate within the specified countys, the competitive emergency services telecommunications carrier shall file both the amended plan and an amended tariff listing both the county which has chosen it to provide 9-1-1 service and the telecommunication services designated by the county to be carried by the competitive emergency services telecommunications carrier.

(12) In order to promote the notion of seamless 9-1-1 service, each designated competitive emergency services telecommunications carrier shall interconnect with each adjacent countywide 9-1-1 system to ensure transferability across county lines. In addition, each competitive emergency services telecommunications carrier is required to ensure call/data transferability between Internet protocol (IP) enabled PSAPs and non-IP PSAPs within the countywide 9-1-1 systems it serves, and to other adjacent countywide 9-1-1 systems, including those utilizing non-IP networks which are served by another 9-1-1 system service providers.

(13) Intrado also seeks to establish rules, and regulations governing its competitive emergency services telecommunications carrier offerings. After inspecting the applicant's proposed tariff, as amended on December 7, 2007, and January 28, 2008, the Commission finds the tariff to be in compliance with the Commission's rules and orders relevant to the service offerings proposed by the applicant. Accordingly, the Commission concludes that the tariff should be approved. While approving Intrado's tariff, the Commission notes that the tariff reflects that the services will be offered on an individual contract basis. The tariff itself is limited standard language regarding the rules and regulations pertaining to the service offering.

While AT&T Ohio is correct in its contention that the Commission previously expressed the intent that the price of 9-1-1 and related services shall be limited to the additional cost to provide the service, this limitation was in reference to the offering of traditional 9-1-1 services offered by the ILEC. Enhanced 9-1-1 services, such as those proposed by Intrado, were not contemplated at the time of the Commission's prior 9-1-1 pricing decision. See, *In the Matter of the Adoption of Guidelines Governing the Disclosure or Use of the Emergency 9-1-1 Database in Accordance with House Bill No. 244*, Case No. 94-1965-TP-ORD, Finding and Order, June 6, 1996, at 13.

(14) All contracts between Intrado and individual Ohio counties for the provision of enhanced emergency services should, within 30-days of their execution, be submitted to the 9-1-1 Coordinator for the state of Ohio, 180 East Broad Street, Columbus, Ohio 43215-3793.

(15) To the extent that Intrado ultimately seeks to engage in the provision of additional services that results in the company acting as a CLEC, the applicant should file for approval to amend its certificate to provide such services. Upon the filing of the application, the Commission will assess the company's designated status.

(16) Finally, the Commission has previously determined that the provisioning of outbound emergency notification messaging is not competitive due to the fact that the 9-1-1 database is compiled and held in "public trust and not able to be released to any outside third party. As a result, all tariffs filed by Intrado for the provisioning of outbound emergency notification messaging should be held at cost and will be considered on a nonautomatic basis. See Case No. 06-915-TP-ORD, *In the Matter of the Implementation of Rules Concerning Wireless Enhanced 9-1-1 Pursuant to H.B. 361*, Entry on Rehearing, January 17, 2007, at 8. Intrado is directed to amend its tariff to include outbound emergency notification messaging once the service is requested from any county it serves.

It is, therefore,

ORDERED, That Intrado is granted certification as an competitive emergency services telecommunications carrier in accordance with the above findings and shall be issued Certificate No. 90-8000. It is, further,

ORDERED, That Intrado's tariff filed on November 19, 2007, as amended on December 7, 2007, and January 28, 2008, is hereby approved. The earliest effective date of the approved tariff shall be the date upon which Intrado has filed with the Commission three copies of the approved tariff in the TRF docket No. 90-8000-TP-TRF. The tariff shall be effective for services rendered on or after such effective date. It is, further,

ORDERED, That Intrado must update its tariff to reflect its counties of operation consistent with Finding (11). It is, further,

ORDERED, That Intrado amend its tariff to incorporate outbound emergency notification messaging consistent with Finding (16). It is, further,

ORDERED, That all contracts between Intrado and an Ohio county should be informally submitted to the Commission staff in accordance with Finding (14). It is, further,

ORDERED, That Intrado must obtain Commission approval pursuant to an Order prior to discontinuing or disconnecting service. It is, further,

ORDERED, That Intrado cannot commence operations in a particular county until such time that it has filed the applicable countywide 9-1-1 plan adopting Intrado as its 9-1-1 system service provider, filed its amended tariff updating the counties it is serving, and submitted the applicable contract to the Commission staff. Additionally, Intrado must have approved interconnection agreement(s) for the counties it seeks to serve. It is, further,

ORDERED, That the ILEC shall continue to act as the 9-1-1 system service provider for those types of telecommunications services not designated to Intrado by the county. It is, further,

ORDERED, That a copy of this Finding and Order be served upon all parties and interested persons of record.

THE PUBLIC UTILITIES COMMISSION OF OHIO

Alan R. Schriber, Chairman

Paul A. Centolella

Ronda Hartman Fergus

Valerie A. Lemmie

Donald L. Mason

JSA;geb

Entered in the Journal

FEB 05 2008

Reneé J. Jenkins
Secretary

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Certification Reporting Form
30-Day Auto

Company Name: Intrado Communications Inc.
Company Contact: Eric Sorenson Contact Phone Number: 720-494-5800

Case Number: 07-1199-TP-ACE

Date Filed: 11/19/07 Auto Date: 12/19/07

Last day to Suspend:
Suspension issued as a Non-auto (F&O required)

TRF No.: 90-8000
File Date of TRF Tariffs:

Company Types
☐CTS
☐CLEC
☐AOS
☒Other (Explain) Emergency Service Telecommunications Carrier (E9-1-1 Services Provider)

Service Types
☒Local
☐CTS
☐Other types of service - Specify:

☐Waiver Requested (Toll Auto Clock) Describe Waiver
☐Approve ☐Disapprove

☒Objection Filed

Telecom Staff Submitted By: Marianne Townsend Submitted Date:
Telecom Reviewed By: Marianne Townsend/Karen Kalmar Reviewed Date:
Legal Submitted By: Jay Agranoff Legal Submitted Date:
RSAD Staff: Ken Rogiers
9-1-1 Coordinator Technical Review By: Shawn Smith
Financial Review: Mick Twiss

ROI Below:

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REPORT OF INVESTIGATION

TO: The Commission

FROM: Marianne Townsend

DATE: January 30, 2008

SUBJECT: Intrado Communications, Inc.
Case No. 07-1199-TP-ACE

SUMMARY:

Staff is recommending that Intrado Communications, Inc. ("Applicant") be granted a new designation certification as an "Emergency Service Telecommunications Carrier" (ESTC) in the state of Ohio.

PROCESS:

On November 19, 2007, and amended on December 07, 2007 and January 28, 2008, the Applicant filed an application with the Commission seeking to be certified as a Competitive Local Exchange Carrier (CLEC) in the state of Ohio, pursuant to the Commission's Case No. 06-1345-TP-ORD, *In the Matter of the Review of Chapter 4901:1-6 O.A.C*, also known as the Retail Rules, as codified in 4901:1-6-10 of the Ohio Administrative Code (O.A.C.). Absent full or partial suspension, applicants seeking certification as a telephone company will be approved in accordance with the thirty-day automatic approval process described in Rule 4901:1-6-08 of the O.A.C. On December 4, 2007, Cincinnati Bell Telephone Company (CBT), AT&T Ohio (AT&T) and the Ohio Telecom Association (OTA) filed Motions to Intervene, written statements as to why the application should not be granted and request for suspension in this case. On December 18, 2007, by Attorney Examiner Entry, the Motions to Intervene were granted and the application was suspended in order to give the Commission Staff additional time to conclude its investigation.

DETAILED REPORT:

In this filing, the Applicant is seeking authority as a CLEC and is proposing to provide telecommunication services that facilitate, enhance and advance the provision of emergency services for end users of wireline, wireless, and Voice over Internet Protocol (VoIP) providers. The Applicant further proposes to offer its telecommunications services throughout the state of Ohio to a federal, state, or municipal or other local government unit legally authorized to subscribe to the service and which has public safety responsibility by law to respond to telephone calls from the public for emergency services, including police, and fire. The Applicant is not proposing to offer traditional basic local exchange services (BLES) but is proposing to offer a component of BLES (i.e. E9-1-1).

The Applicant states that its offerings in Ohio will provide public safety answering points (PSAPs) with competitive and enhanced options to its current 9-1-1 incumbent-based legacy systems that do not exist today. Furthermore, the Applicant states that its next-generation solution will provide PSAPs with the capabilities to process, route and deliver wireline, wireless, and VoIP calls allowing for more relevant information to be sent to first responders.

The Applicant has requested interconnection arrangements with AT&T, CenturyTel, CBT, and United Telephone, dba Embarq, Verizon North and Windstream.

ISSUES

1. Does the Applicant have the proper managerial, technical and financial ability to provide an emergency telecommunication service in Ohio?

2. Public Policy on Emergency Service Telecommunications Carrier" (ESTC)
   - Service Territory
   - Call delivery

3. Regulatory Framework
   - Tier 1 Core
   - Disconnect/Abandonment of Service
   - Outbound emergency notification messaging
   - pANI Resources and Number Optimization

RULES

- *4901:1-6-10 Ohio Administrative Code, Telephone Company Certification*
- *4901:1-6-01(B) (3) Definitions, "Basic local exchange service"...Access to and usage of 9-1-1 services...*
- *4901:1-6-04(1)(a)(i) Tier 1 core services...Basic local exchange service*
- *Case No. 06-915-TP-ORD, In the Matter of the Implementation of Rules Concerning Wireless Enhanced 9-1-1 Pursuant to H.B. 361, Entry on Rehearing, January 17, 2007*
- *4905.03(A) (2) Revised Code, Public Utility Company Definition*

A) *Any person, firm, co-partnership, voluntary association, joint-stock association, company, or corporation, wherever organized or incorporated, is:*

(2) A telephone company, when engaged in the business of transmitting telephonic messages to, from, through, or in this state and as such is a common carrier;

- Sections 251 and 252 of the Telecommunication Act of 1996

ANALYSIS

1. **Does the Applicant have the proper managerial, technical and financial ability to provide an emergency telecommunication service in Ohio?**

Staff believes that, as demonstrated in the exhibits to the application and upon its own review and in part acquired from additional data requests, the Applicant has extensive managerial, technical and financial ability to provide telecommunications services; specifically, competitive enhanced 9-1-1 services in Ohio. The Applicant is currently an underlying 9-1-1 network and database provider to several large ILEC's in the state of Ohio. In other words, the applicant manages the ILEC's customer information in the automatic location information database ("ALI") and utilizing that information selectively routes the 9-1-1 call to the proper public safety answering point ("PSAP").

Financial

The Applicant is a Delaware corporation located in Longmont, Colorado and is wholly owned by West Corporation (West), a public consortium founded in 1986 and headquartered in Omaha, Nebraska. In April of 2006, West purchased the Applicant's immediate parent, Intrado, Inc., which held assets of approximately $539 million including goodwill. Staff questioned the Applicant's financials noting that there was a significant amount of "goodwill" in relation to its total asset base. The goodwill was booked as a result of the company acquiring several companies over the past two years at prices greater than the book value of the assets of those companies. While this is a common accounting practice Staff was concerned because the goodwill and assets acquired in these transactions were ultimately financed with additional debt.

Due to this recent increase in debt Staff carefully analyzed the company's most recent operating cash flows and interest expense. Staff believes the calculated Earnings Before Interest Taxes Depreciation and Amortization (EBITDA) interest coverage ratio of 1.64 is more than adequate to make interest payments and continue to invest in the operations of the company.

Based on this thorough review, Staff believes that the Applicant will be a financially viable telecommunications carrier in Ohio.

Managerial

Through its managerial review, Staff discovered that the Applicant has earned a well respected reputation in the industry through both its products and services, and active and high level involvement in each of the national 9-1-1 associations. Most recently, the Applicant developed a proposed set of 9-1-1 service standards, which it has circulated throughout the 9-1-1 industry. The Applicant believes that these standards will serve as a foundation for delivering reliable and redundant emergency telecommunication services.

The Applicant states and Staff has verified that the Applicant has received authority to provide the exact services it seeks to provide as a competitive local exchange and interexchange service provider in approximately 35 states.

Technical
The Applicant states that since the 1990s, it has provided the core of the nations' 9-1-1 ALI and selective routing infrastructure and that each year, its services and systems support over 200 million 9-1-1 calls, including calls from wireline, wireless, VoIP and other alternative communication technologies.

Staff independently reviewed maintenance and emergency planning documents. These plans were designed to address power interruptions to network elements, responses to service interruptions, pandemic flu events and other homeland security scenarios. Staff found these documents to be thorough and well prepared. In addition, Staff reviewed the network design and functionality of the Applicant's proposed service called "The Intelligent Emergency Network" and found it to be robust due to its enhanced IP framework which will allow for real-time data delivery and diverse routing over alternate voice and or data paths to reduce the potential for service failure.

In reviewing whether the Applicants' bonafide requests for interconnection to the ILEC, specifically CBT, they are seeking collocation facilities, specifically for DS1 connections over DSO level facilities to the ILEC tandems employing SS7 signaling; the applicant is also seeking UNE loops for the provision of local exchange service to PSAPs from the ILECs end offices; and the use of numbering resources pertaining to the use of pseudo automatic number identification (pANI) resources for the purpose of instructing switches where to route wireless and VoIP 9-1-1 calls. Staff questioned the applicant as to how they intended to use the DSO/DS1 circuits for PSTN or IP traffic and if they intended to resell the UNE loops. The applicant responded that while the DSO/DS1 connections could be used for either form of traffic, it currently intends to use them for traditional PSTN based connections between their 9-1-1 routing service and the CBT selective routing tandem. The applicant further stated that it did not intend to resell UNE loops.

Staff finds that the Applicant's rationale associated with the use of interconnection facilities supports its request to be a telecommunications carrier under Sections 251 and 252 of the Telecommunications Act of 1996 and entitled to all rights and obligations under such Act.

2. Public Policy on Emergency Service Telecommunications Carrier" (ESTC)

Upon further review of the applicant's proposed application seeking authority to be a CLEC; and in light of the significant public interest surrounding the provisioning of the applicant's described services, specifically of 9-1-1 service, Staff believes that the Commission should establish a new designation known as an "emergency service telecommunications carrier" and to designate the applicant as such, rather than as a CLEC. Within the scope of this ESTC designation, Staff recommends the following criteria:

Service Territory
The applicant is proposing that it be granted statewide authority, however, due to the fact that the 9-1-1 systems in Ohio are planned, structured, and established on a countywide basis, Staff finds that within the scope of this new ESTC designation, the certification should occur on a countywide basis in order to ensure that all PSAPs in a given county are served by the same emergency service telecommunications carrier for purposes of provisioning seamless 9-1-1

service. Therefore, ESTCs should not serve individual PSAPs but, instead, the entire countywide 9-1-1 system and it would be more appropriate to certify the applicant in all 88 counties.

Call Delivery
In order to promote seamless 9-1-1 services as the applicant proposes, Staff recommends that the ESTC be required to interconnect with each adjacent countywide 9-1-1 system to ensure transferability across county lines. In addition, each ESTC is required to ensure call/data transferability between Internet Protocol (IP) enabled PSAPs and non-IP PSAPs within the countywide 9-1-1 systems it serves, and to other adjacent countywide 9-1-1 systems, including those utilizing non-IP networks which are served by another 9-1-1 system service provider.

Also, Staff finds that the applicant should also be required to carry all calls throughout the county for such types of telecommunications services designated by the county.

3. Regulatory Framework

The Applicant proposes to offer its services and pricing on an individual contract basis. Staff recommends that all contracts provisioning for enhanced emergency services, between the applicant and any Ohio county should be submitted to the Ohio 9-1-1 coordinator within 30 days of their execution.

Tier 1 Core
Due to the fact that the provision of emergency services is an essential component of basic local service with public interest and safety ramifications, Staff points out that these services are considered Tier 1 Core and not Tier 1 non-core as proposed by the Applicant. Therefore, as an Emergency Service Telecommunications Carrier the Applicant will be governed by the Commission's Telecommunications Rules, as its service pertain to Tier 1 Core E9-1-1 services. Further, except where otherwise ordered and as noted below, subsequent filings and requests should follow the process and procedures depicted in the Commission's Retail Rules and where applicable the Commission's MTSS and Carrier Rules.

Specifically, Staff felt it necessary to set up certain requirements because of the potential impact to public safety. Those requirements are as follows:

Disconnects and/or Abandonments of Service
In the proposed application, the Applicant agrees to abide by the requirements set forth in the minimum telephone service standards (MTSS) which pertains to emergency and outage operations impacting 9-1-1 service. Staff finds that consistent with this rule, are concerned that 9-1-1 service not be interrupted due to a business determination on behalf of the applicant or a county that the applicant no longer wishes to serve in the capacity of an ESTC, Staff finds that the applicant must obtain Commission approval prior to discontinuing or disconnecting service in a specific county or throughout the entire state of Ohio. All such requests should be filed as non-automatic approval abandonment cases.

Outbound emergency notification messaging
Staff notes that although the Applicant is not currently offering "outbound emergency notification messaging" service or also known as "Reverse 9-1-1", Staff expects the applicant to

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file a tariff on this service once the service is requested from any county it serves. With respect to this particular service, the Commission previously determined that the provisioning of this service is not competitive due to the fact that the 9-1-1 database is compiled and held in "public trust" and not able to be released to any outside third party. As a result all tariffs filed by the Applicant for this service should be held at cost and will be considered on a non-automatic basis.

pANI Resources and Number Optimization

Pursuant to its designation as an emergency services telecommunications provider, the Applicant is entitled to access of pANI resources. Staff expects that such pANI resources will be obtained and utilized by the Applicant in an efficient manner consistent with the FCC's number optimization rules in 47 C.F.R §52. The Staff recommends that the Commission directs Applicant to make available to the Commission's Staff, upon request, information concerning the Applicant's application for and/or utilization of pANI resources.

CONCLUSION & STAFF RECOMMENDATION:

Staff has thoroughly reviewed this application and found that, as amended on December 7, 2007 and January 28, 2008, it is in compliance with Commission Rules and Regulations. Therefore, Staff recommends that this application be approved as discussed above via Commission Finding and Order.

"DRAFT-This document was created only for the purpose stated within. It is for staff discussion only and does not reflect the view of the Commission."

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: Carey Spence-Lenss

PARTY: Intrado

DESCRIPTION: Public Utilities Commission of Ohio Entry on Rehearing (Ohio Order Entry on Rehearing), attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 16
COMPANY Intrado
WITNESS Carey Spence-Lenss (CSL-3)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # CSL-3

BEF

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Intrado Communications Inc. to Provide Competitive Local Exchange Services in the State of Ohio.	))))	Case No. 07-1199-TP-ACE

ENTRY ON REHEARING

The Commission finds:

(1) Pursuant to its February 5, 2008, Finding and Order, as clarified on February 13, 2008, the Commission determined that Intrado Communications Inc. (Intrado) is a telephone company pursuant to Section 4905.03, Revised Code, and Rule 4901:1-7-01(S), Ohio Administrative Code (O.A.C.), and a public utility pursuant to Section 4905.02(B), Revised Code, and certified Intrado to provide competitive emergency telecommunications services in Ohio.

(2) On March 6, 2008, applications for rehearing were filed by AT&T Ohio, Cincinnati Bell Telephone Company LLC (Cincinnati Bell), and the Ohio Telecom Association (OTA). AT&T Ohio, Cincinnati Bell, and OTA (hereafter collectively intervenors) were granted intervention in this proceeding pursuant to an attorney examiner's entry issued December 18, 2007.

(3) On March 14, 2008, Intrado filed a memorandum contra the applications for rehearing.

(4) Section 4903.10, Revised Code, states that any party to a Commission proceeding may apply for rehearing with respect to any matters determined by the Commission within 30 days of the entry of the order upon the Commission's journal.

(5) AT&T Ohio alleges that the Commission's Finding and Order effectively establishes new rules without following the required steps for rulemaking under Ohio law and without affording interested parties due process. Specifically, AT&T Ohio asserts that, by creating the emergency services telecommunications carrier designation, the Commission established an entirely new category of certified carrier along with de facto rules without any prior notice and absent any opportunity for public

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comments or the stating of objections (AT&T Ohio Application for Rehearing at 2, 7). AT&T Ohio submits that Section 111.15, Revised Code, requires the Commission to follow a series of detailed, specific requirements when considering and establishing rules (e.g., advanced filing with the Joint Committee on Agency Rule Review) (*Id.* at 3, 6). AT&T Ohio avers that the requisite notice and filing requirements are intended to prohibit an agency from adopting industry-wide rules in an adjudicatory proceeding unless the potentially affected parties are afforded a full opportunity to be heard. AT&T Ohio submits that when adopting certification standards in the past, the Commission has always used the rulemaking process and permitted public notice and comment on the proposed rules (*Id.* at 4).

AT&T Ohio considers the Commission's actions in this proceeding to constitute rules inasmuch as Section 111.15(A)(1), Revised Code, defines a rule as "any rule, regulation, bylaw, or standard having a general or uniform operation, adopted by an agency under the authority of the laws governing the agency; any appendix to a rule; and any internal management rule" (*Id.* at 5). AT&T Ohio opines that the Commission's Finding and Order in this proceeding constitutes rules inasmuch as the order extends beyond the limited consideration of Intrado's application and establishes an entirely new framework of presumptions, rights, and obligations for the regulation of all competitive emergency services telecommunications carriers on a going forward basis (*Id.* at 5-7).

AT&T Ohio also believes that the Commission's Finding and Order establishes rules governing incumbent local exchange carriers (ILECs) inasmuch as it requires ILEC interconnection with emergency services telecommunications carriers and sets forth the obligation that ILECs work cooperatively with Intrado to ensure that 9-1-1 calls are completed from end users to public safety answering points (PSAPs). AT&T Ohio asserts that, while the Commission's Finding and Order establishes rules applicable to ILECs, it fails to address generic implementation issues (e.g., compensation) that could have been addressed in the context of a notice and comment period for a rulemaking (*Id.*).

Additionally, AT&T Ohio asserts that it would be inappropriate to apply retroactively the obligations of the Commission's Finding and Order to the parties in this proceeding. Referencing

Retail Wholesale & Department Store Union v. NLRB, 466 F.2d 380, 390 (D.C. Cir. 1972), AT&T Ohio claims that, in determining whether an agency has abused its discretion by retroactively applying a rule announced through adjudication, courts have generally considered the following factors:

(a) whether the particular case is one of first impression,

(b) whether the new rule represents an abrupt departure from well established practice or merely attempts to fill a void in an unsettled area of law,

(c) the extent to which the party against whom the new rule is applied relied on the former rule,

(d) the degree of the burden which a retroactive order imposes on a party, and

(e) the statutory interest in applying a new rule despite the reliance of a party on the old standard.

(*Id.* at 4).

Based on these factors, AT&T Ohio asserts that the Commission abused its discretion by applying its decision retroactively, to the detriment of the company. AT&T Ohio explains that there was no indication that the Commission would deviate from its existing rules and create a completely new category of telecommunications carrier. AT&T Ohio also opines that the Commission's decision appears to subject the company to the significant burden of making its network available to a new category of telecommunications carrier (*Id.* at 7, 8).

(6) OTA also objects to the Commission's establishment of the classification of competitive emergency services telecommunications carriers and the associated rules in the context of the Commission's Finding and Order addressing Intrado's application for certification as a competitive local exchange company. OTA contends that no party was given notice of the Commission's intention to consider this new carrier designation and no party was given the opportunity to provide comment.

OTA submits that the Commission failed to comply with Section 111.15, Revised Code, which provides for the legislative review of Commission rules by the Joint Committee on Agency Rule Review and for the central filing and publication of rules by the Secretary of State. OTA asserts that the Commission's directives regarding competitive emergency services telecommunications carriers are subject to Section 111.15, Revised Code, and should be available in the Ohio Administrative Code in order to properly notify the public regarding the new obligations (OTA Application for Rehearing at 11-12).

OTA asserts that the Commission has no authority to establish, *sua sponte*, a classification of emergency service telecommunications carriers absent due process, which would include notice and the opportunity to be heard concerning both the classification and the associated regulatory framework. In support of its position, OTA references that Section 4927.03(A), Revised Code, requires that the Commission afford the public and any affected telephone company the opportunity for comment. OTA states that the Commission's alleged failure to provide notice and an opportunity to be heard are violations of both Ohio law and constitutional guarantees of procedural due process. Additionally, OTA considers the approach taken by the Commission in this proceeding to be inconsistent with the Commission's approach in every other classification established pursuant to the aforementioned statute (*Id.* at 7-10).

(7) Similar to AT&T Ohio and OTA, Cincinnati Bell contends that the Commission erred by creating a new classification (competitive emergency services telecommunications carrier) and establishing corresponding rules absent notice or opportunity for comment by the intervenors. Cincinnati Bell submits that no rules previously existed for competitive emergency services telecommunications carriers. In establishing rules for these entities, Cincinnati Bell asserts that the Commission failed to follow the statutorily required rulemaking process which provides for the opportunity of public notice and comment (Cincinnati Bell Application for Rehearing at 4).

(8) Intrado contends that, because AT&T Ohio, OTA, and Cincinnati Bell were all granted intervention and the Commission considered their arguments seeking dismissal of the certification application, it is inappropriate for these entities to now argue

that they were denied due process. Intrado opines that the Commission has more than satisfied the requirements of due process as required by Section 4927.03, Revised Code, and provided for a greater participatory process than the Ohio Supreme Court deemed sufficient (Intrado Memorandum Contra at 7 citing *Discount Cellular Inc. v. Pub. Util. Comm.*, 112 Ohio St. 3d at 360, 368, 369 [2007]). Furthermore, Intrado points out that the Commission's ruling that Intrado is not a competitive local exchange carrier (CLEC) is precisely what the intervenors argued for in their motions. Thus, to now posit that the intervenors were denied due process, says Intrado, is ludicrous.

Inasmuch as the Commission permitted the intervenors to participate in this case, Intrado believes that the Commission was not required to initiate a formal rulemaking in order to assure due process (*Id.* at 8). In support of its position, Intrado states that, in *Discount Cellular*, the Ohio Supreme Court determined that there is no constitutional right to notice and hearing in utility-related matters if no statutory right to a hearing exists (*Id.* at 9).

Intrado considers the arguments raised by AT&T Ohio and OTA to be misleading and inaccurate inasmuch as it believes that Section 4927.03, Revised Code, grants the Commission the power to establish, by order, alternative regulatory requirements including different classifications, procedures, terms, and conditions without regard to Section 111.15, Revised Code (*Id.* at 2). In support of its position, Intrado states that in *Discount Cellular*, the Ohio Supreme Court determined that the Commission had properly exercised its statutory authority under Section 4927.03(A)(1), Revised Code, and had not engaged in rulemaking subject to the requirements of Section 111.15, Revised Code (*Id.* at 6).

Intrado submits that the Commission properly determined that the establishment of the alternative regulatory classification (competitive emergency services telecommunications carrier) was in the public interest consistent with Section 4927.03(A)(1), Revised Code, and would provide PSAPs with competitive, reasonably available alternatives. Further, Intrado opines that the associated procedures, terms, and conditions that competitive emergency services telecommunications carriers are

required to comply with are reasonable and do not create any undue economic, competitive, or market advantage to Intrado (*Id.* at 7).

Additionally, Intrado opines that, consistent with Section 4927.02(A)(4), Revised Code, the Commission, in its Finding and Order, specifically considered the state's policy objective of promoting diversity and options in the supply of the public telecommunications services when the Commission authorized Intrado to provide competitive emergency telecommunication services in Ohio (*Id.* at 4).

(9) With respect to AT&T Ohio's, OTA's, and Cincinnati Bell's arguments regarding due process violations and the failure of the Commission to comply with Section 111.15, Revised Code, rulemaking requirements, the applications for rehearing are denied. Despite the intervenors' arguments to the contrary, we conclude that the Finding and Order appropriately considered Intrado's request for certification and, upon determining that the company was not a competitive local exchange carrier (CLEC) but still under our jurisdiction, we established what type of a carrier Intrado actually is. Such a determination is certainly within the Commission's general supervisory powers and is not tantamount to a rulemaking endeavor. Specifically, the Commission has the ability to determine whether a particular applicant falls under the jurisdiction of the Commission and the attending regulatory rights and obligations of such an entity in the context of a request for a certificate to operate in this state. Moreover, given constant advancements in technology, it is not unusual for the Commission to have to consider in certification cases whether and to what extent new and unique telecommunications service offerings fit into our regulatory framework (See, for example, Case No. 93-1370-TP-ACE, *Time Warner AxS of Western Ohio, LP*, Finding and Order issued December 9, 1993). To require the Commission to conduct a rulemaking every time a telephone company proposes a new and unique telecommunications service option would frustrate both the policy of the state to encourage innovation in the telecommunications industry as well as the policy to promote diversity and options in the supply of public telecommunications services and equipment throughout the state (Section 4927.02, Revised Code). We further point out that, with respect to this certification analysis, the Commission not

only considered the viewpoints filed by the intervenors in Intrado's CLEC certification application, but that the Commission also agreed with many of their stated arguments.

While it appears that the intervenors advocate that the Commission's analysis should simply begin and end with the issue of whether Intrado is a CLEC, the intervenors fail to recognize that simply because an applicant is not a CLEC does not signify that it is also not a telephone company subject to the Commission's jurisdiction pursuant to Sections 4905.02, 4905.03(A)(2), and 4905.04, Revised Code. Therefore, upon determining that Intrado is a telephone company that does not fit neatly into the existing carrier classifications, the Commission took the next logical and necessary step of determining the appropriate classification for the telephone company in order to determine the appropriate regulatory framework to apply to Intrado. Intrado requested certification as a CLEC for the purposes of providing Tier 1 noncore services. The Commission determined that Intrado, although providing a component of basic local exchange service, was not a traditional provider of basic local exchange service in the sense that its telephone exchange activities are restricted in scope to competitive emergency telecommunications services. Thus, rather than placing Intrado into a regulatory classification in which it did not neatly fit, we categorized Intrado as an emergency services telecommunications carrier and concluded that the existing regulatory framework for Tier 1 core service should apply.

The Commission asserts that this determination is entirely consistent with the Commission's existing rules. In particular, the Commission highlights the fact that Chapter 4901:1-6, O.A.C., sets forth the regulatory framework for all providers of competitive telecommunications services, not just CLECs (See Rule 4901:1-6-02, O.A.C.). Also, Rule 4901:1-6-06, O.A.C., sets forth the application process which must be followed by any telephone company desiring to offer telecommunications services in the state of Ohio. It was under this process that the Commission considered Intrado's application for certification, and it was the existing rules in Chapters 4901:1-5, 4901:1-6, and 4901:1-7, O.A.C., which we applied to Intrado's operating authority, once we determined what kind of telephone company Intrado is. Therefore, the Commission established no new rules as a result of our Finding and Order in this proceeding.

In our Finding and Order, we established specific additional conditions for Intrado's operating authority, due to the high level of public interest in ensuring uninterrupted 9-1-1 service to the public. AT&T Ohio maintains that the Commission clearly intended these findings to apply generally and uniformly to all emergency services telecommunications carriers and, therefore, by definition, they constitute new rules (AT&T Ohio Application for Rehearing at 5). The Commission grants AT&T Ohio's request for rehearing on this ground. The Commission agrees with AT&T Ohio that it would be improper to apply the determinations made in this case generally and uniformly to any future applicant for a certificate to provide competitive emergency telecommunications services. Thus, to the extent that our findings appeared to apply to all providers of the type of competitive emergency telecommunications services proposed by Intrado, we clarify that our findings are limited to the unique business plan and operation of Intrado, as set forth in its application in this case. The specific requirements we imposed on Intrado in its certification case apply only to Intrado, and are a condition of it receiving a certificate to operate in Ohio. Should other applicants request similar authority in the future, the Commission will consider those requests based on the individual facts and merits of any such applications and will allow interested persons an opportunity to intervene and express their views regarding the applications in those cases.

(10) As another ground for rehearing, AT&T Ohio asserts that the Commission's Finding and Order unlawfully creates discriminatory pricing in violation of Ohio's statutes (AT&T Ohio Application for Rehearing at 9). Specifically, AT&T Ohio points out that while the Commission has now determined that competitive emergency services telecommunications carriers can provide 9-1-1 services on an individual contract basis (Intrado Order at ¶13), the Commission previously stated in *In the Matter of the Adoption of Guidelines Governing the Disclosure or Use of the Emergency 9-1-1 Database in Accordance With House Bill No. 344*, Case No. 94-1965-TP-ORD (94-1965), Finding and Order, June 6, 1996, at 13, that "[t]o allow market pricing for 9-1-1 database service . . .would essentially allow LECs to profit from State and subscriber-funded investment" (*Id.* at 9, 10). AT&T Ohio asserts that if Intrado is providing the same or similar emergency services to that of another carrier, the same pricing standards should apply to both entities. AT&T Ohio submits that to do

otherwise would be a violation of Section 4927.02(A)(7), Revised Code (*AT&T Ohio Application for Rehearing at 10*).

(11) Similar to AT&T Ohio, OTA contends that the Commission's Finding and Order unlawfully and unreasonably discriminates between ILECs and competitive emergency services telecommunications providers regarding the pricing of emergency services and unreasonably imposes costs for which recovery is ordered. In support of its petition, OTA represents that, consistent with the policy set forth in 94-1965, Finding and Order, June 6, 1996, at 13, ILECs in Ohio have developed, filed, and implemented tariffs for 9-1-1 services that are based on the incremental costs alone (OTA Application for Rehearing at 15). In contrast, OTA submits that, pursuant to the Commission's Finding and Order in this proceeding, competitive emergency services telecommunications carriers are allowed to recover whatever the market will bear. OTA avers that such an outcome violates Section 4927.02(A)(7), Revised Code, which reflects that it is the policy of the state of Ohio to "not unduly favor or advantage any provider and not unduly disadvantage providers of competing and functionally equivalent services." Additionally, OTA objects to the Commission imposing costs on ILECs for the purpose of assisting in the migration of 9-1-1 traffic to a competitive emergency services telecommunications carrier while not providing a cost recovery mechanism subsequent to the migration of traffic (*Id.* at 16).

(12) In response to AT&T Ohio's and OTA's arguments that the Commission's Finding and Order results in discriminatory pricing standards relative to the pricing constraints applicable to ILECs, Intrado responds that the pricing structure set forth in 94-1965 was intended to address how traditional 9-1-1 services should be tariffed according to incumbent regulatory requirements and was not intended to apply to all new competitive services. In support of the Commission's decision to allow Intrado to offer service to counties pursuant to contract, Intrado references Section 4927.03(B), Revised Code, and asserts that the Commission may prescribe different classifications for different telephone companies and the services they provide (Intrado Memorandum Contra at 17).

Intrado submits that the Commission has continuously set forth different regulatory structures for ILECs, CLECs, and other

telecommunications providers. With respect to 9-1-1 service, Intrado believes that the disparity in regulatory treatment is appropriate in light of the fact that ILECs are providing service over ubiquitous legacy facilities, while Intrado does not have the benefit of embedded legacy facilities and a legacy cost structure (*Id.* at 18). In particular, Intrado submits that most of the ILEC facilities used to provide the traditional 9-1-1 services have been in place for many years and that the ILECs have likely recovered the cost of these facilities in full (*Id.* at 19). Intrado states that the pricing requirements implemented by the Commission in 94-1965 were applied to prohibit ILECs from "profit(ing) from State and subscriber-funded investment" (*Id.* at 17). Contrastingly, Intrado represents that it is financing this new technology, without ratepayer funding (*Id.* at 19). Thus, argues Intrado, it is only appropriate and reasonable that the Commission made a distinction in the pricing structure applicable to Intrado.

(13) In regard to AT&T Ohio's and OTA's arguments that the Commission's Finding and Order results in discriminatory pricing standards relative to the pricing constraints applicable to ILECs, the applications for rehearing are denied. Contrary to AT&T Ohio's and OTA's contention that the Commission's Finding and Order results in discriminatory pricing, the Commission determines that the arguments raised do not engage in a comparison of similar services. Specifically, whereas the Finding and Order in 94-1965 was limited in scope to the disclosure of the legacy 9-1-1 database information by the ILECs, the Finding and Order in this case addresses the pricing of an enhanced, next generation 9-1-1 system, which incorporates new costs not previously contemplated by the Commission and not currently being recovered by State and subscriber-funded investment. Based on the facts of this case, we believe that it is appropriate to allow Intrado a pricing structure for its proposed service different from the legacy service. To the extent that any ILEC seeks to similarly provision enhanced, next generation 9-1-1 service, the Commission would consider in the context of such application, the appropriateness of affording the same pricing flexibility as Intrado for those costs not already accounted for under its legacy 9-1-1 costs.

(14) As further grounds for rehearing, AT&T Ohio submits that the Commission unnecessarily decided issues not relevant to the issue of certification. Specifically, AT&T Ohio states that there

was no reason for the Commission to address the issue of the applicability of Sections 251 and 252 of the Telecommunications Act of 1996 (1996 Act) or Intrado's eligibility for pseudo automatic number identification (pANI) resources when the only issue before it was to determine whether Intrado was entitled to certification pursuant to Ohio law (AT&T Ohio Application for Rehearing at 11, 12). AT&T Ohio submits that the issue of the applicability of Sections 251 and 252 is more appropriate in the context of Intrado's pending arbitration cases with AT&T Ohio and Embarq (*Id.*). To the extent that the Commission's Finding and Order is also intended to unequivocally give Section 251 and Section 252 rights to other competitive emergency services telecommunications carriers, AT&T Ohio believes that such treatment is inappropriate in light of the fact that each individual competitive emergency services telecommunications carrier may have its own business plan and network architecture and may not offer services that are functionally equivalent to that offered by Intrado (*Id.* at 12-14).

At a minimum, AT&T Ohio seeks clarification that, pursuant to the Commission's Order, Intrado or any future competitive emergency services telecommunications carrier is not automatically granted greater rights than an actual CLEC or any other carrier under Sections 251 or 252 of the 1996 Act. For example, AT&T Ohio submits that, pursuant to the 1996 Act, interconnection is only available to a requesting carrier if it is used to provide exchange access or local exchange service and only if it is used for the mutual exchange of traffic. AT&T Ohio opines that decisions regarding the reasonableness of individual company requests for interconnection should occur on an individual case-specific basis in the context of a Section 252 proceeding (*Id.* at 13).

(15) Similar to AT&T Ohio, OTA asserts that the Commission's framework misconstrues the law and erroneously confers rights on Intrado to which it is not entitled. Specifically, OTA states that Intrado is not entitled to interconnection under either state or federal law (OTA Application for Rehearing at 10). First, OTA opines that the Commission should not have addressed this issue at all inasmuch as no party raised it for consideration (*Id.* at 13). Next, OTA submits that Intrado is not entitled to Section 251 interconnection due to the fact that the company is not engaged in the routing of telephone exchange service as defined

by 47 U.S.C. 153(47) or involved in the provisioning of exchange access (*Id.* at 13, 14). OTA also avers that the Commission may not lawfully extend interconnection rights as a matter of state law. In support of this position, OTA notes that Section 4905.041, Revised Code, provides that:

> (a) The public utilities commission shall not establish any requirements for the unbundling of network elements, for the resale of telecommunications services, or for network interconnection that exceed or are inconsistent with or prohibited by federal law, including federal regulations.
>
> (b) The commission shall not establish pricing for such unbundled elements, resale, or interconnection that is inconsistent with or prohibited by federal law, including federal regulations, and shall comply with federal law, including federal regulations, in establishing such pricing.

(*Id.* at 14, 15).

(16) Cincinnati Bell also asserts that the Commission erred in declaring that competitive emergency services telecommunications carriers are entitled to all rights and obligations of a telecommunications carrier pursuant to Sections 251 and 252 of the 1996 Act. In support of its position, Cincinnati Bell asserts that this issue was irrelevant to the certification issue pending before the Commission in this proceeding. In particular, Cincinnati Bell states that it is not necessary to resolve these federal law issues when determining whether Intrado is qualified as a CLEC under Ohio law and that Intrado's status under Ohio law is not determinative of its rights under Sections 251 and 252 of the 1996 Act (Cincinnati Bell Application for Rehearing at 5, 6). Similar to AT&T Ohio, Cincinnati Bell asserts that it is inappropriate for the Commission to have determined that all companies designated as competitive emergency services telecommunications carriers are automatically entitled to all rights and obligations under those sections. Rather, Cincinnati Bell believes that it would have been more appropriate for the Commission to determine that such issues should be addressed in the individual arbitration proceedings (*Id.* at 6, 7).

(17) Intrado submits that it is a telephone company pursuant to Section 4905.03(A)(2), Revised Code, and that, consistent with Section 4905.041, Revised Code, the Commission must afford Intrado with the same rights and benefits under Ohio law that it enjoys under federal law, including the granting of the same interconnection rights as Ohio CLECs (Intrado Memorandum Contra at 3). Additionally, Intrado believes that telephone exchange service is not limited to voice communications provided over the public circuit-switched network (*Id.* at 11 citing *Federal-State Joint Board on Universal Service*, 13 FCC Rcd 11830 [1998]). Intrado states that its services have the same qualities as other telephone exchange services recognized by the Federal Communications Commission (FCC) including the communicating of information within a local area and the intercommunication among subscribers within a local exchange area (*Id.* at 9, *10* citing *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 15 FCC Rcd 385 [1999]).

Intrado believes that the Commission was well within its statutory authority to determine the company's interconnection rights pursuant to Sections 251 and 252 of the 1996 Act. In support of its position, Intrado asserts that Section 252 specifically designates state commissions as the proper entity to address issues concerning interconnection (*Id.* at 16). Further, Intrado avers that the Commission is not required to limit its discussion of interconnection issues solely in the context of interconnection agreement disputes or arbitration. Intrado believes that it was particularly appropriate for the Commission to address the issue of interconnection rights in light of the fact that AT&T Ohio and OTA, in this proceeding, had raised issues relating to Intrado's rights under Sections 251 and 252 (*Id.*).

(18) With respect to the arguments raised by the intervenors regarding the determination that Intrado is entitled to interconnection pursuant to Sections 251 and 252, the Commission finds that the applications for rehearing should be granted in part and denied in part. As discussed *supra*, the Commission certainly has the ability to determine whether a particular applicant falls under its jurisdiction and to set forth the attending regulatory rights and obligations of such an entity. Issues such as whether Intrado, as a telephone company, is generally subject to Sections 251 and 252 are encompassed within these attending regulatory obligations. Thus, the

Commission's determination that Intrado is a telephone company pursuant to Section 4905.03, Revised Code, and Rule 4901:1-7-01(S), O.A.C., for purposes of Chapter 4901:1-7, O.A.C., and Sections 251 and 252 was proper and appropriate. However, consistent with our conclusion above, we grant rehearing to clarify that the Commission makes no determination in this proceeding as to the general applicability of Chapter 4901:1-7, O.A.C., and Sections 251 and 252 to other providers of competitive emergency telecommunications services. Our findings in this case are limited to the business plan and operation of Intrado, as set forth in its application in this case. Should other applicants request similar authority as Intrado in the future, the Commission will consider those requests based on the individual facts and merits of any such applications and will allow interested persons an opportunity to intervene and express their views in the context of those cases.

Furthermore, the Commission clarifies that we are not deciding in this case the issues pending in Intrado's arbitration proceedings. While the Commission recognizes its determinations that (a) Intrado is entitled to the rights and obligations of a telecommunications carrier pursuant to Sections 251 and 252 of the 1996 Act, (b) ILECs are obligated to negotiate with Intrado in good faith and (c) Intrado is entitled to access pANI resources (Finding and Order at 5, 6), these determinations address ONLY the fundamental question as to Intrado's right, as a telephone company under Rule 4901:1-7-01(S), O.A.C., to request AN interconnection agreement pursuant to Chapter 4901:1-7, O.A.C., and Sections 251 and 252 of the 1996 Act. Our decision does not address the appropriateness and scope of any specific request for interconnection. Such decisions are to be addressed in the context of Intrado's ongoing arbitration proceedings, based on the case-specific facts of Intrado's actual proposal.

(19) AT&T Ohio asserts that Intrado is not a telecommunications carrier pursuant to federal law inasmuch as it does not provide telecommunications as defined by 47 U.S.C. 153(43). In support of its position, AT&T Ohio states that 47 U.S.C. 153(43) requires that a telecommunications carrier provide "the transmission, between or among points specified by the user, of information of the user's choosing without change in the form or content of the information as sent and received." Since Intrado's customer is

the county PSAP, and not the end user, AT&T Ohio contends that Intrado is not engaged in the provision of telecommunications. Additionally, AT&T Ohio submits that the FCC has held that E911 services are not telecommunications services and, instead, are information services (AT&T Ohio Application for Rehearing at 14 citing *In the Matter of Bell Operating Companies, Petitions for Forbearance From the Application of Section 272 of the Communications Act of 1934, as Amended, to Certain Activities*, 13 FCC Rcd. 2627, ¶17 [1998]).

(20) Intrado submits that the Commission properly determined that the company is a telecommunications carrier offering telephone exchange service. Specifically, Intrado argues that its service provides PSAPs and municipalities with transmission between or among points specified by the user (the PSAP or municipality) of information of the user's choosing without change in the form or content of the information as sent and received. Intrado explains that when the PSAP receives an emergency call it directs the call to the appropriate entity without a change in the form or content of the communication (Intrado Memorandum Contra at 12).

In response to AT&T Ohio's claim that E9-1-1 services are information services, rather than telecommunications services, Intrado states that the FCC has distinguished between a separately-stated, separately-priced storage and retrieval function being offered as an information service on a stand-alone basis to an end user and an automatic location identification database function being offered for the management, control, or operation of telecommunication systems or telecommunications services by a carrier to provide an integrated comprehensive 9-1-1 service (*Id.* at 13 citing *Bell Operating Companies: Petitions for Forbearing from the Application of Section 272 of the Communications Act of 1934, as Amended, to Certain Activities*, 13 FCC Rcd 2627, ¶¶17, 18 [1998]). In light of the fact that its services are marketed to end users (municipalities and PSAPs) as a single integrated offering, Intrado asserts that the Commission has properly classified its services as a telecommunications service (*Id.* at 13).

Additionally, Intrado asserts that the PSAPs and the municipalities that it serves are the end users of such services just as PSAPs or municipalities that purchase services from the ILECs at retail rates via a retail tariff are considered as holding

end user status. Intrado highlights that the FCC has determined that "wholesale" means a service or product that is an input to a further sale to an end user, while a retail transaction is for the customer's own personal use or consumption (*Id.* citing *Federal-State Joint Board on Universal Service*, 13 FCC Rcd 5318, ¶298 [1997]).

(21) In regard to AT&T Ohio's argument that the Commission incorrectly determined that Intrado is a telecommunications carrier pursuant to federal law, AT&T Ohio's application for rehearing should be denied. As we stated above, we found that Intrado is a telephone company pursuant to Section 4905.03, Revised Code, and Rule 4901:1-7-01(S), O.A.C. Under Chapter 4901:1-7, O.A.C., "telephone company" includes the definition of "telecommunications carrier" incorporated in 47 U.S.C. 153(44), and the obligations found in Chapter 4901:1-7, O.A.C., including interconnection, are generally applicable to telephone companies as defined by Section 4905.03, Revised Code.

(22) Finally, Cincinnati Bell questions the intent of the Commission's requirement that a provider of competitive emergency telecommunications services must carry all calls throughout the county for the designated types of telecommunications services (Cincinnati Bell Application for Rehearing at 7 citing Finding and Order at ¶11). Specifically, Cincinnati Bell states that if it were the intent to create exclusivity for types of telecommunications traffic, such a conclusion is unreasonable and unlawful. Cincinnati Bell submits that it is beyond the jurisdiction of the Commission to dictate how counties will provision 9-1-1 services. Additionally, Cincinnati Bell believes that just because a county may authorize a particular competitive emergency services telecommunications carrier, there is no reason why a county cannot authorize multiple 9-1-1 providers, even for the same class of service (*Id.* at 8).

Similarly, Cincinnati Bell contends that a given wireless carrier should not be forced to redirect all of its traffic to the competitive emergency services telecommunications carrier if it is content to continue using the existing connections (*Id.*). Cincinnati Bell also points out that ILEC telephone boundaries extend beyond county boundaries. Therefore, Cincinnati Bell believes it would be inequitable to force a wireless provider to interconnect with a competitive emergency services telecommunications carrier for a

county's 9-1-1 service, while continuing to have to interconnect with the ILEC for the provision of 9-1-1 service in other counties. In support of its position, Cincinnati Bell asserts that the Commission's determination will actually result in less, rather than more competition for the provisioning of emergency services (*Id.* at 9, 10).

(23) In response to Cincinnati Bell's contention that the Commission erred in its determination that the county-designated competitive emergency services telecommunications carrier will be the exclusive provider of 9-1-1 service in the county, Intrado points out that competitive emergency services telecommunications carriers will still compete with the ILEC to provide 9-1-1 services (Intrado Memorandum Contra at 19). Intrado also asserts that Cincinnati Bell lacks standing to raise its arguments in light of the fact that, to the extent that there is an aggrieved entity, it would be a county or another competitive emergency services telecommunications carrier,, and not Cincinnati Bell (*Id.* at 20).

(24) With respect to the Commission's requirement that Intrado must carry all calls throughout the county for the designated types of telecommunications services, the Commission finds that the application for rehearing should be denied. First, the Commission agrees with Intrado and finds that Cincinnati Bell lacks standing with respect to this assignment of error inasmuch as Cincinnati Bell does not argue that the Commission's order invades its rights or aggrieves its interests. Second, we note that the ILEC's right to provide 9-1-1 services remains intact, although there will now be a competitor for these services. Additionally, the Commission emphasizes that the requirement that there be no more than one additional competitive emergency services telecommunications carrier designated by the county for specific types of traffic is necessary and limited in scope at this point in time in order to ensure that the public interest is protected and the chance of a 9-1-1 system error is reduced. The Commission will continue to monitor the development of the competitive emergency services telecommunications market and will take whatever future action that it deems necessary.

It is, therefore,

07-1199-TP-ACE

ORDERED, That the applications for rehearing are granted in part and denied in part consistent with the above findings. It is, further,

ORDERED, That the Commission's February 5, 2008, Finding and Order is clarified in accordance with the above findings. It is, further,

ORDERED, That to the extent not specifically addressed herein, all other arguments raised in the applications for rehearing are denied. It is, further,

ORDERED, That a copy of this Entry on Rehearing be served upon all parties and interested persons of record.

THE PUBLIC UTILITIES COMMISSION OF OHIO

Alan R. Schriber, Chairman

Paul A. Centolella

Ronda Hartman Fergus

Valerie A. Lemmie

JSA/JRJ/vrm/geb

Entered in the Journal

Reneé J. Jenkins
Secretary

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: Carey Spence-Lenss

PARTY: Intrado

DESCRIPTION: Intrado Florida Tariff, attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP EXHIBIT 17
COMPANY Intrado
WITNESS Carey Spence-Lenss (CSL-4)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # CSL-4

TERMS, CONDITIONS, RATES AND CHARGES

Applying to the provision of Intrastate

EMERGENCY SERVICES

Within the operating territory of

INTRADO COMMUNICATIONS INC. (T)

IN THE STATE OF

FLORIDA

CHECK-SHEET

The sheets of this Price List are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Price List and are currently in effect as of the date on the bottom of this page.

SHEET	REVISION	SHEET	REVISION	SHEET	REVISION
TITLE SHEET	Original	26	First	52	Original *
1	Second *	27	First	53	Original *
2	Second *	28	First		
3	First	29	First		
4	First	30	First		
5	First	31	First		
6	First	32	First		
7	First	33	First		
8	First	34	First		
9	First	35	First		
10	First	36	First		
11	First	37	First		
12	First	38	First		
13	First	39	First		
14	First	40	First		
15	First	41	First		
16	First	42	Second *		
17	First	43	Second *		
18	First	44	Second *		
19	First	45	Second *		
20	First	46	Original *		
21	First	47	Original *		
22	First	48	Original *		
23	First	49	Original *		
24	First	50	Original *		
25	First	51	Original *		

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1.0 APPLICATION AND REFERENCE

1.1 APPLICATION OF PRICE LIST

1.1.1 This Price List contains the regulations, terms, conditions, and maximum rates and charges applicable to intrastate exchange and network services and equipment furnished by Intrado Communications Inc.., hereinafter referred to as ICI or the Company. (T)

1.1.2 The Company's services are available to Business Customers, Public Agencies. Local Exchange Carriers, Wireless Service Providers and Telematics Service providers.

1.1.3 The Company's Florida service territory is statewide.

1.1.4 Service is available where facilities permit.

1.2 EXPLANATION OF ABBREVIATIONS

AMA	Automatic Message Accounting
ANI	Automatic Number Identification
ALI	Automatic Location Identification
ASCII	American Standard Code for Information Interexchange
Bps	Bits per second
CAMA	Centralized Automated Message Accounting
CCITT	The International Telegraph and Telephone Consultative Committee
CCSA	Common Control Switching Arrangement
CNCC	Customer Network Control Center
CO	Central Office
Cont'd	Continued
cps	Cycles per second
CRT	Cathode Ray Tube
dB	Decibel
DC	Direct Current
DID	Direct-Inward-Dialing
ESS	Electronic Switching System
FCC	Federal Communications Commission
GMT	Greenwich Mean Time
Hz	Hertz
IXC	Interexchange Carrier
Kbps	Kilobits per Second
kHz	Kilohertz
MHz	Megahertz
MSAG	Master Street Address Guide
NPA	Numbering Plan Area
PBX	Private Branch Exchange
PSAP	Public Safety Answering Point
SS 7	Signaling System 7
SRA	Selective Routing Arrangement

1.3 PRICE LIST FORMAT

1.3.1 LOCATION OF MATERIAL

1.3.1.1 Section 1 provides the following sections in this Price List.
- Subject Index – an alphabetical listing to find the desired section.
- Table of Contents – a numerical listing to find the desires section and page.

1.3.1.2 Each individual section in the Price List provides a Subject Index for the material located within that section.

1.3.1.3 Obsolete Service Offerings
Obsolete service offerings are identified in the Price List by adding 100 to the current section number, i.e., obsolete items from Section 5, will be found in Section 105. This section is then filed behind Section 5.

1.3.2 OUTLINE STRUCTURE

Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in Price Lists.

2.1
2.1.1.
2.1.1.1.1.
2.1.1.1.1.1.

1.3.3 SHEET NUMBERING

Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Price List. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

1.3.4 SHEET REVISION NUMBERS

Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14

1.3.5 RATE TABLES

Within rate tables, four types of entries are allowed:

- Rate Amount

The rate amount indicates the dollar value associated with the service.

- A dash "-"

The dash indicates that there is no rate for the service or that a rate amount is not applicable under the specific column header.

- A footnote designator "[1]"

The footnote designator indicates that further information is contained in a footnote.

- ICB

The acronym "ICB" indicates that the product/service is rated on an individual case basis.

1.3.6 CHECK SHEETS

Check Sheets: When a Price List filing is made with the Florida Public Service Commission, an undated check sheet accompanies the Price List filing. The check sheet lists the sheets contained in the Price List, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Price List user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Florida Public Service Commission.

1.4 EXPLANATION OF CHANGE SYMBOLS

SYMBOL	EXPLANATION
(D)	To signify discontinued material
(I)	To signify rate increase
(M)	To signify material moved from or to another part of the Price List with no change, unless there is another change symbol present
(N)	To signify new material
(R)	To signify rate reduction
(T)	To signify a change in text or regulation but no change in rate or charge

1.5 TRADEMARKS, SERVICE MARKS AND TRADE NAMES

9-1-1 SafetyNet℠ Service Mark of Intrado Communications Inc. (T)

2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.1. DEFINITION OF TERMS

9-1-1
A three-digit telephone number used to report an emergency situation requiring a response by a public agency such as a fire department or police department.

9-1-1 Failure or Outage
A situation in which 9-1-1 calls cannot be transported from the end user to the Public Safety Answering Point (PSAP) responsible for answering the 9-1-1 emergency calls.

Access Line
An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to ICI's location or switching center. (T)

Authorized User
A person, firm, or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively. An authorized user must be specifically named in the application for service.

Automatic Numbering Identification (ANI)
A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Automatic Location Identification (ALI)
The automatic display, on equipment at the PSAP, of the location of the caller's telephone number, the address for the telephone, including non-listed and non-published numbers and addresses, and other information about the caller's location.

Basic Emergency Service
A telecommunications service permitting the use of the basic local exchange network and the three-digit number 9-1-1 for reporting police, fire, medical, or other emergency situations to a PSAP and referral to a public agency. Basic emergency service does not include discretionary equipment purchased by, or contracted for, governing bodies but not essential to the provision of 9-1-1 or E9-1-1 service.

Basic Local Exchange Carrier
Any person holding a Certificate of Public Convenience and Necessity issued pursuant to the Rules Regulating the Authority to Offer Local Exchange Telecommunications Services of the Commission to provide basic local exchange
service whether as a facility-based carrier or as a reseller.

Basic Local Exchange Service or Basic Service
The telecommunications service that provides a local dial tone line and local usage necessary to place or receive a call within an exchange area and any other services or features that may be added by the Commission.

Bit
The smallest unit of information in the binary system of notation.

Building
A structure occupied by one or more Customers.

Campus
A group of two or more buildings or spaces located on a single owned continuous or contiguous property.

Central Office (CO)
A switching unit providing telecommunication services to the general public, designed for terminating and interconnecting lines and trunks. More than one CO may be located in a building.

Central Office Line
See "Exchange Access Line."

Certified Telecommunications Provider
Providers of telecommunications local exchange service who are certified with the Florida Public Service Commission as a Local Exchange Services Provider.

Common Carrier
An authorized company or entity providing telecommunications services to the public.

Company
Refers to Intrado Communications Inc. (T)

(D)

Customer
A person, firm, corporation, or governmental agency responsible for paying the telecommunication bills and for complying with the rules and regulations of the Company.

Dedicated
A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Demarcation Point
The point of interconnection between the Company's regulated telecommunications facilities and terminal equipment, protective apparatus or wiring at the premise. The demarcation point location will be within twelve inches (12) of the protector, or when there is no protector, within twelve inches (12) (or as close as practicable) of the point at which the cable/wire enters the Customer premises.

Duplex Service
Service which provides for simultaneous transmission in both directions.

E9-1-1 Features
The ANI, ALI database and selective routing capabilities and all other components of an E9-1-1 system, not including the transport and switching facilities.

E9-1-1 Facilities
The facilities provided by the basic emergency service provider that interconnect to the wireless providers, certificated basic local exchange carriers, and other services that are used to transport E9-1-1 and other emergency calls to the PSAP. The facilities may include the use of E9-1-1 tandem switches or direct trunking of E9-1-1 calls to the PSAPs.

E9-1-1 Tandem or 9-1-1 Selective Routing Tandem
The switch that receives E9-1-1 calls from the originating local exchange central offices and wireless providers, employs the ANI information associated with such calls from the originating central office, determines the correct destination of the call, and forwards the call and the ANI information to that destination.

E9-1-1 Trunks
The facilities that connect from the central office serving the individual telephone that originates a 9-1-1 call to the E9-1-1 tandem and connect the tandem to the PSAP. These may include, but are not limited to, point-to-point private line facilities. Common or shared facilities also may be used subject to the provisions of these rules.

Emergency Communications Network (ECN)
A telephone network consisting of automated and manual call processing steps used to aggregate, transport and deliver emergency calling information to the appropriate 9-1-1 Selective Routing Tandem or PSAP.

Emergency Telephone Service
A telephone system using the three-digit number 9-1-1 to report police, fire, medical or other emergency situations.

End User
The term "End User" denotes any Customer of an intrastate telecommunications service that is not a carrier.

Enhanced 9-1-1 (E9-1-1)
An emergency telephone service that includes ANI, ALI (including non-listed and non-published numbers and addresses), and (optionally) selective routing, to facilitate public safety response.

Entrance Facilities
Those facilities from the property line to the point at which the cable enters the premises and terminates at the protector.

Facilities
Central office equipment, supplemental equipment, apparatus, wiring, cables (outside plant) and other material and mechanisms necessary to or furnished in connection with the services of the Company.

Fiber Optic Cable
A thin filament of glass with a protective coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Geographic Area
The area such as a city, county, municipality, multiple counties, or other areas defined by a governing body or other governmental entity for the purpose of providing public agency response to 9-1-1 calls.

Governing Body
A board of county commissioners of a county or the city council or other governing body of a city, city and county, or town or the board of directors of a special district.

Holiday
New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day.

Individual Case Basis (ICB)
A service arrangement in which the regulations, rates, charges and other terms and conditions are developed based on the specific circumstances of the case.

Inside Wire
Wiring located on the building owner's/Customer's side of the demarcation point. Such wiring is deregulated. Installation and maintenance of Inside Wiring is the responsibility of the Customer or premises owner.

Local Access and Transport Area (LATA)
A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Local Exchange Service
The furnishing of telecommunications services by a Local Exchange Provider to a Customer within an exchange for local calling. This service also provides access to and from the telecommunication network for long distance calling. The Company is not responsible for the provision of local exchange service to its Customers.

Master Street Address Guide (MSAG)
The file of street names and ranges defining emergency service agencies particular to a telephone number.

Maintenance of Service
Maintenance of Service (Trouble Isolation) denotes an occurrence of a visit to a Customer's premises in connection with a service difficulty when it is determined that the difficulty is due to a condition in Customer-provided facilities, terminal equipment, a communication system or for Customer-maintained premises wire. When a Maintenance of Service visit is made, Premises Work Charges will apply.

Mbps
Megabits, denotes millions of bits per second.

Minimum Point of Entry
The closest practicable point to where regulated facilities of the Company cross a property line or enter a building.

National Emergency Number Association (NENA)
An international not-for-profit organization whose purpose is to lead, assist, and provide for the development, availability, implementation and enhancement of a universal emergency telephone number or system common to all jurisdictions through research, planning, publications, training and education.

Network Control Signaling
Transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call process signals indicating reorder or busy conditions, alerting tones) to control the operating of switching equipment in the system.

Network Facilities
All Company facilities from the central office up to and including the Standard Network Interface at the demarcation point.

Non-listed service
Telephone numbers that are not published in the telephone directory but are available through directory assistance.

Non-published service
Telephone numbers that are neither published in the telephone directory nor available through directory assistance.

Nonrecurring Charge
A charge associated with a given service or item of equipment which applies on a per service and/or a per item basis each time the service or item of equipment is provided or changed.

Pseudo Automatic Number Identification (pANI)
The pseudo number associated with Non Call Path Associated wireless 9-1-1 call delivery and used for query into routing databases.

Person
Any individual, firm, partnership, copartnership, limited partnership, joint venture, association, cooperative organization, limited liability corporation, corporation (municipal or private and whether organized for profit or not), governmental agency, state, county, political subdivision, state department, commission, board, or bureau,

fraternal organization, nonprofit organization, estate, trust, business or common law trust, receiver, assignee for the benefit of creditors, trustee, or trustee in bankruptcy or any other service user.

Premises
See "Same Premises."

Premises Work Charge
A time-sensitive one-time charge that applies to Customer requested work done by the Company on the Customer's side of the Network Interface.

Private Branch Exchange (PBX)
An arrangement which comprises manual and/or automatic common equipment, wiring and station apparatus, and which provides for interconnection of main station lines associated with an attendant position and/or common equipment located on the Customer's premises or extended to another premises of the same Customer.

PBX Service
This service provides for centralized processing of exchange access by stations through groups of Central Office trunks, WATS lines, etc., or with other communication systems through voice circuits connected to the common equipment. Interconnection between stations through the common equipment is an inherent feature of the service.

Protector
An electrical device located in a central office, a Customer premises or any where along the telecommunications facility path. This device protects both the Company's and the Customer's property and facilities from high voltages and surges in current.

Public Agency
Any city, city and county, town, county, municipal corporation, public district, or public authority located in whole or in part within this state which provides or has the authority to provide fire fighting, law enforcement, ambulance, emergency medical, or other emergency services.

Public Safety Answering Point (PSAP)
A facility equipped and staffed to receive 9-1-1 calls from the basic emergency service provider. PSAPs operate under the direction of the governing body and are responsible to direct the disposition of 9-1-1 calls.

Reseller of Basic Local Exchange Service (Resellers)
For the purpose of this Price List, a reseller of basic local exchange service is providing basic local exchange service.

Routing
The central office programming required to transport a 9-1-1 call to the correct 9-1-1 Tandem.

Same Premises
All the space in the same building in which a Customer has the right of occupancy to the exclusion of others or shares the right of occupancy with others; and all space in different buildings on continuous property, provided such buildings are occupied solely by one Customer. Foyers, hallways, and other space provided for the common use of all occupants of a building are considered the premises of the operator of the buildings.

Shared facility
A facility or equipment system or subsystem which can be used simultaneously by several Customers.

Selective Routing
The capability of routing an E9-1-1 call to a designated PSAP based upon the seven-digit or ten-digit telephone number of the subscriber dialing 9-1-1.

Standard Network Interface (SNI)
A standard Federal Communications Commission (FCC) registration jack or its equivalent, which is provided, installed, owned and maintained by the Company at the Customer's premises. The SNI is placed at the point on the Customer's premises where all premises services are connected to the telecommunication's network via Company or Customer owned facilities/wire.

Supporting Structure
Consisting, of, but not limited to, pipes, conduits, risers, poles, trenches, backboards, plenum spaces, etc., as required for the physical placement, protection and support of telecommunications facilities. These structures are furnished, installed and maintained at the expense of the premises owner for use by the Company in terminating regulated facilities.

TDD/Text Phone
A telecommunications device for use by deaf persons that employs graphic communication in the transmission of coded signals through a wire or radio communication system.

Telecommunications Device for the Deaf (TDD)/Text Phone Emergency Access
Provides 9-1-1 access to individuals that use TDDs and computer modems.

Telecommunications Service Priority (TSP)
Denotes the regulatory, administrative, and operational system developed by the federal government to ensure priority provisioning and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. The FCC defines NSEP telecommunications services as those services which are used to maintain a state of readiness or to respond to and manage any event or crisis, which causes or could cause harm to the population, damage to or loss of property, or degrades or threatens the NSEP posture of the United States.

Telecommunications Relay Services
These services provides the ability for hearing- or speech-impaired individuals to communicate, by wire or radio, with a hearing individual in a manner that is functionally equivalent to communication by an individual without a hearing or speech impairment. This definition includes telecommunication relay services that enable two-way communications between an individual who uses a TDD or other non-voice terminal device and an individual who does not use such a device.

Telematics
Personal safety devices utilizing a combination of electronic sensors, wireless communications technologies, and location determination technologies to signal or notify Telematics service providers when assistance is required. While Telematics devices are used for non-emergency purposes such as roadside assist or concierge services, navigation assistance, and vehicle tracking, the services described herein are specifically designed to facilitate the delivery of emergency Telematics calls to the appropriate responding agencies where facilities permit.

Wire Center
The building which houses the local switching equipment (central offices) from which exchange and private line services are furnished and where cable facilities are terminated which furnish telephone service within a designated wire center serving area.

Wire Center Serving Area
The area of the exchange served by a single wire center.

2.2. ESTABLISHING AND FURNISHING SERVICE

These regulations are added to those pertaining to specific service items in other sections. Any change in rates, charges or regulations approved by appropriate governmental authority modifies all service terms and conditions unless otherwise specified in writing pursuant to an ICB agreement, the following terms and conditions will apply to the services.

2.2.1. APPLICATION FOR SERVICE

2.2.1.1. Applications for establishment of service must be made to the Company in writing. These applications become contracts upon approval by the Company and the customer or the establishment of the service, and shall be subject at all times to the lawful rates, charges and regulations of the Company.

2.2.1.2. Requests from Customers for additional service or equipment must be made in writing and, upon approval of installation of the service, become a part of the original contract, except that each additional item is subject to the appropriate Price List rates, charges and initial contract period, if any.

2.2.1.3. Any change in rates, charges or regulations authorized by the legally constituted authorities will act as a modification of all contracts to that extent without further notice.

2.2.2. REFUSAL

The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously furnished, until the indebtedness is satisfied.

2.2.3. CANCELLATIONS AND DEFERMENTS

When the Company advises a Customer that ordered services are available on the requested due date, and the Customer is unable or unwilling to accept service at that time, the facilities will be held available for the Customer for a 30 business day grace period. If after 30 business days the Customer has still not accepted service, regular monthly billing for the ordered services may begin, or the facilities will be released for other service order activity, and cancellation charges (non-recurring charges that would have applied had the service been installed) may be applied. These cancellation and deferment provisions apply to requests for all Company services.

2.2.4. USE OF SERVICE

2.2.4.1. Customer service will be furnished to business Customers for:

- The Customer;
- The Customer's employees and representatives;
- Customers who share the Company's service;
- Joint users of Company provided services.

2.2.4.2. ICI's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of ICI's services. (T) (T)

2.2.4.3. ICI's services are available for use twenty-four (24) hours per day, seven (7) days per week. (T)

2.2.5. OBLIGATION TO FURNISH SERVICE

2.2.5.1. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain with just and reasonable earnings, suitable rights and facilities, and to provide for the installation of those facilities required to the furnishing and maintenance of that service. At the option of the Company, in managing its facilities, certain regular service restrictions may be temporarily imposed at locations where new or additional facilities being constructed are not readily available to meet service demands.

2.2.5.2. The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

2.2.5.3. The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Price List until the indebtedness is satisfied.

2.2.5.4. When connections are requested and facilities to provide the required connections at the CO normally designated to serve the premises of the Customer are inadequate, facilities may be furnished from another CO to provide the requested interconnection. Under such circumstances additional monthly rates and installation charges will apply.

2.2.5.5. The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.2.6. LIMITED COMMUNICATION

The Company reserves the right to limit use of its services when emergency conditions arise that cause a shortage of facilities.

2.2.7. RESALE/SHARING OF SERVICE

Service on Customers' premises furnished by the Company shall not be used for performing any part of the work of transmitting, delivering, or collecting any message where any toll or consideration has been or is to be paid any party other than the Company, without written consent of the Company.

2.3. TERMINATION OF SERVICE – COMPANY INITIATED

The Company may terminate service, with notice, due to:

2.3.1. Nonpayment

2.3.1.1. The Company may, by notice in writing to the Customer, in accordance with paragraph 2.6.2.9, suspend or terminate the service for nonpayment of any sum due the Company.

2.3.1.2. Exception: The Company may not use its purchase of a Customer's indebtedness, i.e., the accounts receivable from another telecommunications service provider as a basis to deny or discontinue providing its services to that Customer.

2.3.2. Abandonment
In the event of the abandonment of the service, the Company may terminate its service.

2.3.3. Abuse
Use of service that interferes with another Customer's service or that is used for any purpose other than its express intended purpose, or if a Customer or user causes or permits any signals or voltages to be transmitted over ICI's network in such a manner as to cause a hazard or to interfere with services to other ICI Customers. (T) (T)

2.3.4. Fraud
Abuse or fraudulent use of service includes the use of facilities of the Company to transmit a message or locate a person otherwise to give or obtain information, without the payment of a toll charge. The Company reserves the right to discontinue or refuse service because of fraudulent use of its service.

2.3.5. Unlawful Use of Service
The service is furnished subject to the condition that it will not be used for an unlawful purpose. Upon request of an order from a court, acting within its jurisdiction, advising that such service is being used or will be used in violation of law, service will be discontinued.

2.3.6. Violation of Price List
Any other violation of the regulations of the Company or this Price List, the Company may in its sole discretion, without notice, either suspend service or terminate the service without suspension.

2.4. SPECIAL SERVICES

2.4.1. General

2.4.1.1. The rates and charges quoted in the Price Lists of the Company contemplate the use of service arrangements, equipment and facilities in quantities and types regularly furnished by the Company. Where equipment, facilities, or service arrangements are requested which are not provided for in the Company's applicable Price Lists, monthly rates and one-time charges, such as nonrecurring and construction charges, will apply based on the circumstances in each case.

2.4.1.2. These special equipment and service items will be provided whenever, in the judgment of the Company, there is a valid reason for providing the service requested. In such cases, the Company reserves the right to require an initial contract period commensurate with relevant circumstances.

2.4.1.3. The rates and charges specified contemplate that work will be performed during regular working hours and that work once begun will not be interrupted by the Customer. If, at the request of the Customer, work is performed outside of regular working hours, either to meet the Customer's convenience or because the time allowed is insufficient to permit completion during regular hours or if the Customer interrupts work which has begun, the Customer may be required to pay any additional costs incurred.

2.4.1.4. The rates and charges quoted in the Price Lists of the Company contemplate the use of standard procedures and practices for furnishing service, equipment and facilities. Where the Customer requests special procedures or practices, such as expedited material handling or shortened installation intervals through the use of overtime, etc., additional rates and charges will apply based on the circumstances in each case. These special practices or procedures will be provided at the discretion of the Company, depending upon each individual case.

2.5. TERMINATION OF SERVICE – CUSTOMER INITIATED

2.5.1. Initial Contract Period

2.5.1.1. An initial contract period of one year will apply unless otherwise specified.

2.5.1.2. Where service is disconnected and subsequently reestablished at the same location for the same or a different Customer, a new initial contract period will apply, whether or not the equipment has been removed.

2.5.1.3. Where the provision of service requires unusual costs or involves special assemblies of equipment, or where the provision of service requires construction of facilities for possible short term use, the Company reserves the right to require an initial contract period longer than one year in addition to any construction charge that may be applicable.

2.5.2. Charges for Termination of Service

2.5.2.1. Nonrecurring charges do not apply to disconnect service unless otherwise specified.

2.5.2.2. After the expiration of the initial contract period, service may be terminated upon reasonable advance notice to the Company and payment of all charges due to the date of termination of the services.

2.5.2.3. Prior to the expiration of the initial contract period, service may be terminated upon reasonable advance notice to the Company and upon payment of the termination charges hereinafter provided, in addition to all charges for the period service has been rendered.

2.5.3. Service Involving Unusual Cost

Where the provision of service requires construction of facilities for possible short term use, or involves unusual costs or special assemblies of equipment, the initial contract period and termination charge base will be determined by the Company in each individual case.

2.5.4. Termination Liability

Services provided via service agreements will be subject to Termination Liability.

2.5.4.1. Definitions

Minimum Service Period
When services are provided under a service agreement, a Minimum Service Period may be established. This would be the period of time that the 100% factor of the Termination Liability Charge would apply.

2.5.4.2. Complete Disconnect
If the Customer chooses to completely discontinue service, at any time during the term of the agreement, a termination charge will apply. The termination charge will be determined on an individual case basis.

2.6. PAYMENT FOR SERVICE

2.6.1. CUSTOMER RESPONSIBILITY

The Customer is responsible for payment of all charges for facilities and services furnished the Customer, including charges for services originated, or charges accepted, at such facilities.

2.6.2. PAYMENT OF BILLS

2.6.2.1. Customers will either be billed directly by the Company or its intermediary, or charges will be included in the Customer's regular bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable customer.

2.6.2.2. Unless otherwise specified, all charges for Company-provided services, equipment and facilities, exclusive of usage or transaction sensitive charges, start the day after service is installed, continue through the day service is disconnected and are payable monthly in advance. Charges for usage or transaction related services are payable monthly except the Company reserves the right to require payment of such charges at more frequent intervals.

2.6.2.3. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.6.2.4. In the event a Customer is indebted to the Company for charges and services previously rendered in Florida, or for service under one or more accounts at the same location, and the Customer does not pay the charges or satisfy such indebtedness, the Company may charge and bill such indebtedness against other accounts of this Customer.

2.6.2.5. In the event that payment from a Customer is less than the total amount of all charges owing to the Company and the Customer does not specifically designate the manner in which he wishes to apply said payment, then the Company may apply all or any part of the payments received to such accounts or indebtedness in any manner that the Company deems appropriate.

2.6.2.6. Except as otherwise specified, where the rate to be charged for a particular service is determined by applying a percentage of similar factor to a quoted rate, and such computation results in a fraction, the charge for the service shall be computed to the nearest cent, a half cent being increased to the next higher cent.

2.6.2.7. The furnishing of services, equipment and facilities and any indebtedness resulting therewith shall not result in a lien, mortgage or other security interest in any real or personal property of the Customer, unless such indebtedness has been reduced to judgment.

2.6.2.8. Service may be discontinued or refused to a Customer for the nonpayment of any sum for service furnished in the State of Florida or for the provision of facilities which also have been provided in Florida.

2.6.2.9. Unless otherwise specified, in the event it becomes necessary for service to be discontinued to a Customer for nonpayment, a written notice of at least seven days (measured from the date of mailing) will be given to the Customer advising the Customer of the amount due and the date by which the same must be paid. If the Customer fails to pay or make suitable arrangements for payment by said due date, the Company may suspend the service or discontinue the service and remove any or all equipment from the Customer's premises.

2.6.2.10. Payment of bills for service may be made by any means mutually acceptable to the Customer and the Company. Payment that is not honored or paid by the payer's designated financial institution will be considered as nonpayment. A returned payment charge is applicable to the account for each occasion that a payment is returned to the Company for reason of insufficient funds or closed account.

	Maximum Charge
• Returned Payment Charge	$20

2.6.2.11. Customers may have the following options as to the method of paying bills for Company provided service(s):

- At any Company payment depository location;
- At the office of any authorized payment agent of the Company;
- If by U.S. Mail, by check or money order only;
- Through an agent of the Customer;
- By any means acceptable to financial institutions and the Company.

2.6.2.12. Payments received by the Company on or before the due and payable date on the Customer's bill will be considered timely, provided the following billing information is remitted with payment:

- Customer's name;
- Customer's telephone number
- Customer's address;
- Customer's Account Code (if applicable);
- Customer's account type;
- Amount of payment;
- Other information as required by the service agreement.

2.6.2.13. Payments received by the Company after the due and payable date on the Customer's bill, but at least one day before the termination date on the suspension notice, may result in discontinuance of the Customer's service unless the following billing information is remitted with the payment:

- All of the items enumerated in 2.6.2.12., and
- The final payment date before discontinuance for nonpayment.

2.6.2.14. The Company will not be responsible if a Customer's service is discontinued after payment has been remitted, unless the payment is timely, as set forth in 2.6.2.12. or, if the payment is not timely, the requirements of 2.6.2.13. have not been met.

2.7. LATE PAYMENT CHARGES

2.7.1. A maximum late payment charge of 1.5% per month applies to all billed balances that are not paid by the billing date shown on the next bill unless the balance is $45.00 or less.

2.7.2. Collection procedures, temporary disconnection of service, and the requirements for deposit are unaffected by the application of a late charge. The late payment charge does not extend the time for payment or otherwise enlarge or change the rights of a Customer. Notice of intention to pay late will not avoid this charge.

2.7.3. The late payment charge does not apply to the following:

- Bills mailed more than ten days after bill date.
- Final bills.
- One time miscellaneous bills.
- Billed amounts under dispute that are resolved to the Company's satisfaction in the Customer's favor.

2.7.4. The Company is entitled to recover from the customer the Company's cost of collection including reasonable attorney fees.

2.8. ADJUSTMENT OF CHARGES

2.8.1. Interruptions

2.8.1.1. For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both. Interruption does not include, and no credit allowance shall be given for, service difficulties such as busy circuits or other network and/or switching capacity shortages or as further defined.

2.8.1.2. The credit allowance will not apply where service is interrupted by the negligence or willful act of the Customer or the failure of facilities provided by the Customer, or where the Company, pursuant to the terms of the Price List, suspends or terminates service because of unlawful or improper use of the facilities or services, or any other reason covered by the Price List or as further defined.

2.8.1.3. No credit allowance shall be made for interruptions in service due to electric power failure where, by the provisions of this Price List or as further defined, the Customer is responsible for providing electric power.

2.8.1.4. Should any such error, mistake, omission, interruption, failure, delay, defect or malfunction of equipment or facilities result in an interruption or failure of jurisdictional service to a Customer for more than eight hours during a continuous 24-hour period after being reported by the Customer or discovered by the Company, whichever occurs first, an appropriate adjustment shall be made automatically by the Company to the Customer's bill. The adjustment, unless further defined, shall be a credit allowance on the monthly bill of 1/30 of the Price List monthly rate for all jurisdictional services and facilities affected by such interruption or failure for each occurrence of more than eight hours in a continuous 24-hour time period after notice by the Customer or discovery by the Company, whichever occurs first. Credit allowances in any billing period shall not exceed the total charges for that period for the services and facilities that are affected by the interruption or failure.

2.8.1.5. In addition and not by way of limitation, in the event that there is a delay in installation of service, if any service date is promised, or any failure to service or properly maintain the items of service as provided for herein concerning maintenance or any failure to repair or replace the items of service as provided in 2.8.1.4., then the refunds provided in 2.8.1.4. shall be the exclusive remedy against the Company.

2.8.1.6. Under all circumstances set forth above, the Company shall not be liable to the Customer or any other persons for special, incidental, punitive or consequential damages, losses, expenses, or costs, if any.

2.9. LIABILITY OF THE COMPANY

2.9.1. SERVICE LIABILITIES

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

In view of the fact that the Customer has exclusive control of their communications over the facilities furnished them by the Company, and of the other uses for which facilities may be furnished them by the Company, and because of unavoidable errors incidental to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the following terms, conditions and limitations.

2.9.2. Limitations

2.9.2.1. Except as otherwise provided herein, no liability for direct, incidental punitive or consequential damages shall attach to the Company, its officers, directors, agents, servants or employees, for damages or costs arising from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities, in the course of establishing, furnishing, maintaining, rearranging, moving, terminating, or changing the service(s) or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the Customer or users of the service or facilities) in the absence of willful and wanton conduct, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.

2.9.2.2. The sole and exclusive remedy against the Company for an interruption or failure of service resulting from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities shall be as follows: The Company shall repair or replace any item of its facilities or defective part thereof at its expense. The Company shall have the option to decide whether to repair or to replace its facilities.

2.9.3. Transmission

2.9.3.1. The Company does not transmit messages but offers the use of its facilities, when available, for communications between parties, each of whom is present at a telephone or communications device.

2.9.3.2. The 9-1-1 emergency telephone number quickly summons emergency service in a crisis. When persons dial "9-1-1" to report an emergency, the telephone number (including non-published numbers) and address may be automatically displayed on a viewing screen located at the 9-1-1 answering centers and the call may also be recorded. The display of the calling number and address enables the emergency agency to quickly locate the caller if the call is disrupted by the crisis.

2.9.3.3. The 9-1-1 caller forfeits the privacy afforded by non-listed and non-published service to the extent that the telephone number, the address and name associated with the originating station location are furnished to the PSAP. Telephone subscribers (published and non-published) consent to the storage and retention of the subscriber name, telephone number and address in the database management systems and also consent to access of this information by Public Agencies for the sole purpose of responding to emergency calls.

2.9.3.4. The Customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright or trade secrets from the material transmitted over the Company's facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the Customer, and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company.

2.9.4. Connections with other telecommunications providers

When the facilities or services of other companies are used in establishing connections to points or services provided to Customers not reached by the Company's facilities, the Company is not liable for any act or omission of the other company or companies and their agents, servants, or employees.

2.9.5. Defacement of Premises

The Company shall not be liable for any defacement of, or damage to, Customer's premises resulting from the existence of the Company's instruments, apparatus, or wiring, on such premises, or caused by the installation or removal, when such defacement or damage is not the result of the negligence of the Company.

2.9.6. 9-1-1

The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person affected by the dialing of the digits "9-1-1."

2.10. **MAINTENANCE AND REPAIR**

2.10.1. All ordinary expense of maintenance and repair in connection with services provided by the Company is borne by the Company unless otherwise specified.

2.10.2. Nonrecurring charges do not apply to repair services.

2.11. **DATABASE ERRORS OR OMISSIONS**

2.11.1. Notwithstanding any other provisions herein, the Company expressly denies any representation or warranty that database records, data, or other information created, utilized or furnished hereunder will be furnished without interruption or free of errors or omissions. In no event shall the Company, its officers, directors, agents, servants, or employees, be liable for direct, incidental, punitive, or consequential damages for damages, injuries or costs arising from any such interruptions, errors, or omissions, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.

2.12. RESPONSIBILITIES OF THE CUSTOMER

2.12.1. LOST OR DAMAGED EQUIPMENT

2.12.1.1. In the case of damage to, or destruction of, any of the Company's equipment, instruments, apparatus, accessories or wiring due to the negligence or willful act of the Customer and not due to ordinary wear and tear, the Customer will be held responsible for the cost of restoring the equipment, instruments, apparatus, accessories or wiring to its original condition, or of replacing the equipment, instruments, apparatus, accessories or wiring destroyed.

2.12.1.2. The Customer is required to reimburse the Company for loss, through theft of equipment, instruments, apparatus, accessories or wiring furnished to the Customer.

2.13. BUILDING SPACE AND ELECTRIC POWER SUPPLY

2.13.1. All operations at the Customer's premises will be performed at the expense of the Customer and will be required to conform to whatever rules and regulations the Company may adopt as necessary in order to maintain a proper standard of service.

2.13.2. The Customer is required to provide adequate building space, lighting and atmospheric control for the proper installation, operation and maintenance of the equipment and facilities placed by the Company on his premises.

2.13.3. When Company equipment, installed on the Customer's premises, requires power for its operation, the Customer is required to provide such power. The Customer is required to provide adequate commercial power, wiring, electrical outlets, and environmentally appropriate conditions necessary for the proper operation of the Company's equipment on the Customer's premises.

2.13.4. The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company's personnel to install, repair, maintain, program, inspect or remove equipment with the provision of ICI's services. (T)

2.13.5. The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted into ICI's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Price List and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon five (5) days written notice via first class U.S. mail, terminate the Customer's service. (T)

2.14. **SPECIAL TAXES, FEES, CHARGES**

2.14.1. Rate schedules of the Company in Florida do not include any municipal, license, franchise, or occupation tax, costs of furnishing service without charge, or similar taxes or impositions on the Company.

2.14.2. The amount paid by the Company to a municipality as a cost of doing business within that municipality under a franchise, or pursuant to a license or occupation tax levied by the municipality, will be added to the bill for service to the Company's Customers within such municipality for the privilege of employment within the municipality shall be so surcharged.

2.14.3. A monthly surcharge to recover the additional expense related to any municipal, license, franchise, or occupation tax, costs of furnishing service without charge, or similar taxes will be added to Customer bills for all recurring and nonrecurring rates and charges for all intrastate service except returned check charges and late payment charges.

2.14.4. Introduction, cancellation, or modification of a surcharge will be effective on the date of the Customer's first bill rendered after the effective date of the change.

2.15. Promotional Offerings

2.15.1. Nonrecurring Charges

During specific promotional periods not to exceed 90 days, the offer may be made to reduce nonrecurring charges on a non-discriminatory basis. Each such offer shall be briefly described in a sequentially numbered informational letter to the Commission on seven days notice.

2.15.2. Recurring Rates and Charges

For the purpose of encouraging Customers to try different telecommunications services, the Company may offer promotional programs. The purpose of these programs is to waive or reduce recurring rates or charges to introduce present or potential Customers to Intrado Communications Inc. product(s) or service(s) not currently being received by the Customer. The Company may also offer incentives or other benefits to Customers to encourage the purchase or retention of any such service or product. Any such offers will be made on a non-discriminatory basis but are subject to service and facility availability and are subject to Commission rule requirements and state statutes. (T)

3. THIS SECTION IS RESERVED FOR FUTURE USE

4. THIS SECTION IS RESERVED FOR FUTURE USE

5. Emergency Services (N)(D)

5.1 Intelligent Emergency Network Service

Intelligent Emergency Network Services are telecommunications services that permit a Public Safety Answering Point (PSAP) to receive emergency calls placed by dialing the number 9-1-1 and/or emergency calls originated by personal communications devices.

Intelligent Emergency Network Services support interconnection to other telecommunications service providers for the purpose of receiving emergency calls originated in their networks. Intelligent Emergency Network Services include 9-1-1 call routing and transfer services which use a call management system to either directly perform the selective routing of an emergency call to the appropriate PSAP, or may be used to hand-off the call to a separate 9-1-1 Service Provider (possibly a legacy 9-1-1 selective router) for call completion to the appropriate PSAP. Intelligent Emergency Network Services provides further services of call bridging and post call activity reporting.

Intelligent Emergency Network 9-1-1 Routing includes a comprehensive data management and delivery service, ALI Management Services. ALI Management Services provide PSAPs more control over ALI data management with highly accurate data and superior reporting. ALI Management was developed specifically to allow Customers to optimize their 9-1-1 operations. ALI Management Services offers superior features such as "drill down" metric reporting capabilities for wireline, wireless, and VoIP 9-1-1 calls. The solution includes an easy to use web interface for data queries and MSAG management.

Intelligent Emergency Network Services are offered subject to the availability of facilities. The Customer is the Governing Authority that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Intelligent Emergency Network Services may have further Customers for the purpose of interconnection who are a Local Exchange Carrier (LEC), Wireless Services Provider (WSP), a Telematics-type service provider, VoIP Service Provider (VSP) or any other originating communications provider (voice and/or data) requiring aggregation and termination of calls and/or data information to the 9-1-1 network for the purpose of obtaining or delivering emergency services.

Intelligent Emergency Network Services are only available under contract with a minimum term agreement of one year. (N)(D)

5. **Emergency Services, (Cont'd.)** (N)(D)

5.1 Intelligent Emergency Network Service, (Cont'd.)

5.1.1 9-1-1 Routing Service

9-1-1 Routing is a public safety grade, specialized managed network for processing 9-1-1 calls that allows the PSAP to accommodate new technologies while simultaneously enabling more control over 9-1-1 call routing operations. Intrado's solution utilizes a fully redundant, secure network. Facilities and nodes are geographically diverse and are equipped with physically redundant data communications and power equipment that allow for continuous operation and high reliability. 9-1-1 Routing delivers emergency calls from both traditional and non-traditional voice networks. In addition to processing traditional TDM voice traffic, 9-1-1 Routing also provides IP based call processing capabilities.

Intrado 9-1-1 Routing Service facilitates interoperability and allows for specialized management of different call types. The Customer can designate, capture, and report on specific instructions for handling each call type:

Wireline: Supports traditional wireline emergency calls originating from an end office, central office and/or enterprise private branch exchange (PBX) over standard based Centralized Automatic Message Accounting (CAMA), both analog and digital interfaces, SS7 and PRI interfaces.

Wireless: Supports delivery of wireless 9-1-1 calls to assigned PSAPs. Carriers having the capability to provide wireless handset ANI, cell site and sector and/or longitudinal and latitudinal (x,y) coordinates in the appropriate format, may connect directly to the 9-1-1 Routing Service.

VoIP: Supports delivery of VoIP emergency calls originating from a VoIP Service Provider. VoIP Service Providers capable of providing calls and data in the appropriate format can connect directly to the 9-1-1 Routing Service. (N)(D)

5. Emergency Services, (Cont'd.) (N)(D)

5.1 Intelligent Emergency Network Service, (Cont'd.)

5.1.2 9-1-1 Routing Service Features

A. Automatic Number Identification (ANI)

Automatic Number Identification (ANI) is the feature by which the telephone number or other related routing (pANI) number associated with an inbound 9-1-1 caller is received by Intelligent Emergency Network 9-1-1 Routing and passed on to the proper PSAP. The ANI is also used to determine the proper PSAP to receive the inbound call.

B. 9-1-1 Routing Options

Selective Routing
The routing of a 9-1-1 call to the proper PSAP based upon the location of the caller. Selective Routing is typically accomplished by mapping the ANI to an ESN that has been derived based on the caller's location. The ESN maps to a specific routing rule that identifies the PSAP and possible alternative destinations.

Trunk Only Routing
Inbound trunks, typically from a given Telecommunications Carrier, can be designated to route all calls to a given destination, usually a specific PSAP. If Trunk Only Routing is not specified the system will attempt to perform Selective Routing.

Default Routing
When an incoming 9-1-1 call cannot be selectively routed due to the reception of an ANI number that is either not stored in the selective router data base, unintelligible ANI or when no ANI number is passed, a predetermined call route will be chosen and the caller will be terminated to the PSAP based upon the incoming trunk facility the call is passed over.

PSAP Abandonment Routing
If a situation arises where a PSAP must be closed or evacuated, this feature provides specific routing instructions for delivery of calls to recovery locations. (N)(D)

5. **Emergency Services, (Cont'd.)** (N)(D)

5.1 Intelligent Emergency Network Service, (Cont'd.)

5.1.2 9-1-1 Routing Service Features, (Cont'd.)

C. 9-1-1 Transfer Options

Fixed Transfer
Fixed transfer is a feature which enables a PSAP call taker to transfer a 9-1-1 call to a secondary destination (possibly another PSAP) by dialing a pre-assigned speed dial code or by use of a single button on an approved Customer telephone system which dials the appropriate code.

Selective Call Transfer
Selective Call Transfer is a feature enabling a PSAP call taker to transfer an incoming 9-1-1 call to another agency by dialing a pre-assigned speed dial code associated with police, fire or medical agencies or by use of a single button on an approved Customer telephone system which dials the appropriate code. The specific transfer destination is determined by the caller's originating location as specified by the ESN.

Manual Transfer
A PSAP call taker may transfer an incoming call manually by depressing the hook switch of the associated telephone or the "add" button on approved Customer telephone system, and dialing either an appropriate seven or 10-digit telephone number.

Alternate Routing
The Overflow Call Disposition transfer feature enables the ability for callers to be terminated either to a previously designated alternate call center, a prerecorded message or to a busy tone when all PSAP trunks are busy.

D. Call Event Logging

The Call Event Logging feature delivers reporting information containing the ANI received from a 9-1-1 call, the identity of the incoming trunk the Selective Router received the call over, the identity of the outgoing PSAP trunk the call is terminated to, and the date and time the call was delivered to its target destination, transferred and/or disconnected. (N)(D)

5. **Emergency Services, (Cont'd.)** (N)

5.1 Intelligent Emergency Network Service, (Cont'd.)

5.1.3 ALI Management Service

A. MSAG Management
Intrado provides a data management and administration tool that automates the viewing and communication of updates, insertions, and deletions to the MSAG database.

B. MSAG Build Services
Intrado acts as the facilitator with the addressing authority in the creation and maintenance of the MSAG utilizing recognized National Emergency Number Association (NENA) standards.

C. English Language Translation (ELT) Management
ELT information provides the names of fire, EMS and police jurisdictions associated with each ESN so that it may be delivered with the ALI to the PSAPs at the time of the E9-1-1 call. The requests are validated for accuracy and either updated into the database, or referred back to the PSAP for resolution. Upon completion of the transaction, notification is provided to the Customer

D. Subscriber Record Management
Subscriber Record Management is the collection of service order records from Telephone Service Providers (TSPs), validation of those records against the MSAG, and storage of the records for the generation of the ALI database.

E. ALI Database Updates
After processing and validating subscriber record updates, Intrado posts ALI records for call routing and for retrieval and display by the PSAP during 9-1-1 calls.

F. ANI/ALI Discrepancy Resolution
An ANI/ALI discrepancy occurs when an ALI record delivered to a PSAP does not match the information of the caller. Intrado will investigate ANI/ALI discrepancy reports and refer each discrepancy to the respective TSP for resolution. (N)

5. **Emergency Services, (Cont'd.)** (N)

5.1 Intelligent Emergency Network Service, (Cont'd.)

5.1.3 ALI Management Services, (Cont'd.)

G. Misroute Resolution
An ANI/ALI misroute occurs when a 9-1-1 call is delivered to the incorrect PSAP. Intrado investigates ANI/ALI misroute reports and refers each misroute report to the TSP for resolution.

H. No Record Found (NRF) Resolution
An NRF occurs when the ANI provided does not exist in the ALI database and/or when NRF is displayed at the PSAP. Intrado will resolve or refer each NRF to the respective TSP for resolution.

I. Local Number Portability (LNP) Processing
Intrado supports LNP, which allows subscribers to switch from one TSP to another without changing their phone numbers.

J. ALI Delivery
ALI Delivery provides location information via the ALI Data Access Connections to a PSAP during a 9-1-1 call.

K. Data Support of Wireless and VoIP E9-1-1
Intrado's database management systems support both Phase I and Phase II wireless and VoIP E9-1-1 call processing. This includes the E2 interface used by wireless service providers to communicate 9-1-1 caller location information to the ALI database.

L. ALI Metrics Reporting
Intrado provides access to reports that provide details on data transactions, the number of records processed, and the number of errors. (N)

5. **Emergency Services, (Cont'd.)** (N)

5.1 Intelligent Emergency Network Service, (Cont'd.)

5.1.4 9-1-1 Exchange Access

9-1-1 Exchange Access provides one way call delivery trunks from the 9-1-1 Routing Service to the PSAP. The 9-1-1 Exchange Access trunks are conditioned to allow delivery of ANI to the PSAP. They also allow signaling from the PSAP to the 9-1-1 Routing Service to invoke special features of the 9-1-1 Routing Service, such as transfer, speed dialing, etc.

5.1.5 ALI Data Access Connections

ALI Data Access Connections provide the PSAP network access to the ALI Database for ALI Delivery.

5.1.6 Diverse Facility Routing

Where facilities exist and a Customer wishes to subscribe to such services, Intrado will arrange for diverse routing over alternate voice and/or data paths to reduce the potential for service failure as a result of an interruption of transport facilities.

Diverse routing is supplied to the extent made possible as determined by the availability of current facilities. Diversity at Customer locations and additions to existing facilities to obtain diversity, where feasible within E9-1-1 network and as determined by the respective facility provider, will be based upon the costs incurred by the respective facility provider and will be supplied upon Customer request. (N)

5. **Emergency Services, (Cont'd.)** (N)

5.2 ***Intelligent Emergency* Network 9-1-1 Routing Rules & Regulations**

5.2.1 The Intelligent Emergency Network Service Customer may be a municipality, other federal, state or local governmental unit, an authorized agent of one or more municipalities or other federal, state or local governmental units to whom authority has been lawfully delegated. The Customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the served territory.

5.2.2 Intelligent Emergency Network Service is provided by the Company where facilities and operating conditions permit.

5.2.3 Intelligent Emergency Network Service is not intended to replace the local telephone service of the various public safety agencies which may participate in the use of this service.

5.2.4 Application for Intelligent Emergency Network Service must be executed in writing by the Customer. If execution is by an agent, satisfactory evidence of the appointment must be provided in writing to the Company. At least one local law enforcement agency must be included among the participating agencies.

5.2.5 Intelligent Emergency Network Service is provided solely for the benefit of the Customer operating the PSAP as an aid in handling assistance calls in connection with fire, police and other emergencies. The provision of Intelligent Emergency Network Service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any relationship with or any Company obligation direct or indirect, to any third person or legal entity other than the Customer.

5.2.6 The Company does not undertake to answer and/or forward 9-1-1 or other emergency calls, but furnishes the use of its facilities to enable the Customer's personnel to respond to such calls. (N)

5. **Emergency Services, (Cont'd.)** (N)

5.2 Intelligent Emergency Network 9-1-1 Routing Rules & Regulations, (Cont'd.)

5.2.7 The rates charged for Intelligent Emergency Network Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The Customer shall make such operational tests as, in the judgment of the Customer, are required to determine whether the system is functioning properly for its use. The Customer shall promptly notify the Company in the event the system is not functioning properly.

5.2.8 The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.

5.2.9 The Customer must furnish the Company its agreement to the following terms and conditions.

A. That all 9-1-1 or other emergency calls will be answered on a 24-hour day, seven-day week basis.

B. That the Customer has responsibility for dispatching the appropriate emergency services, or will undertake to transfer all emergency calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.

C. That the Customer will develop an appropriate method for responding to calls for nonparticipating agencies which may be directed to their PSAP by calling parties.

D. That the Customer will subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls. (N)

5. **Emergency Services, (Cont'd.)** (N)

5.2 Intelligent Emergency Network 9-1-1 Routing Rules & Regulations, (Cont'd.)

5.2.10 When the ALI Management Service is provided, the Customer is responsible to:

A. Provide information regarding the jurisdictional boundaries associated with all involved public safety agencies.

B. Support the creation of a master address file for use in validating subscriber address information and application of appropriate jurisdictional responsibility.

C. Define the unique combinations of public safety agencies (police, fire, medical, etc) responsible for providing emergency response services in any specific geographic location.

5.2.11 When the 9-1-1 Routing feature is provided, the Customer is responsible for identifying primary and secondary PSAPs associated with the unique combinations noted in 5.2.10.C. above and providing the access or telephone numbers required to support the selective transfer feature of 9-1-1 Routing Service.

5.2.12 After establishment of service, it is the Customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file, and to advise the Company of any changes in street names, establishment of new streets, closing and abandonment of streets, changes in police, fire, emergency medical or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 9-1-1 calls to the proper PSAP. (N)

5. **Emergency Services, (Cont'd.)** (N)

5.2 **Intelligent Emergency Network 9-1-1 Routing Rules & Regulations, (Cont'd.)**

5.2.13 The following terms define the Customer's responsibilities with respect to any information provided by the Company to the Customer as part of ALI Management Service:

A. Such information shall be used by the Customer solely for the purpose of aiding the Customer in more accurately identifying, updating and/or verifying the addresses of subscribers within the Customer's serving areas in connection with the Customer's provision of emergency response services.

B. Customer shall strictly limit access to the information to those authorized employees of the Customer with a need to know and those employees actually engaged in the provision of emergency assistance services.

C. Customer shall use due care in providing for the security and confidentiality of the information.

D. Customer shall make no copies of the information except as may be essential for the verification of emergency assistance services.

5.2.14 Each Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, and other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person: (1) for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, and which arises out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them, or (2) for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of Intelligent Emergency Network Service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone number used by the party or parties accessing Intelligent Emergency Network Service hereunder, or (3) arising out of any act or omission of the Customer, in the course of using services provided pursuant to this Tariff. (N)

5. **Emergency Services, (Cont'd.)** (N)

5.3 Intelligent Emergency Network Service Rates and Charges

	Nonrecurring Charge	Monthly Charge
9-1-1 Routing Service	ICB	ICB
ALI Management Services	ICB	ICB
9-1-1 Exchange Access Trunks	ICB	ICB
ALI Data Access Connections	ICB	ICB
Diverse Facility Routing	ICB	ICB

Note:
1. Additional charges may be rendered by other local exchange carriers in connection with the provisioning of E911 service to the Customer.
2. 9-1-1 Routing Service is only available in conjunction with ALI Management Services.
3. ICB pricing to be determined based upon unique service configuration requirements for each customer including, but not limited to, term of agreement, volume of subscribers served, and proximity of customer to company facilities. (N)

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: Carey Spence-Lenss

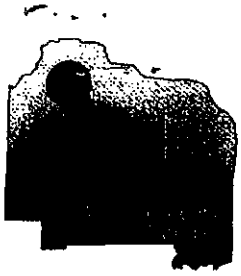
PARTY: Intrado

DESCRIPTION: Composite of letters in Support of Intrado's Petition for Declaratory Statement (Letters in Support), attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 18
COMPANY Intrado
WITNESS Carey Spence-Lenss (CSL-5)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # CSL-5



Board of County Commissioners

Alachua County Department of Fire/Rescue Services Communications Technology Bureau

Susan Nelson, ENP, CMP, Bureau Chief

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March 26, 2008

Ms. Ann Cole, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 080089, Intrado Petition for Declaratory Statement

Dear Ms. Cole:

On February 8, 2008, Intrado Communications Inc. ("Intrado") filed its petition for declaratory statement requesting that the Florida Public Service Commission ("Commission") address whether *Intrado or a 911 Public Safety Answering Point* ("PSAP") would bear any obligation to an incumbent local exchange telecommunications carrier ("ILEC") to pay an ILEC's 911 tariff charges when the PSAP has selected Intrado to provide the PSAP with its 911 services. On March 14, 2008, Intrado filed its amended petition substantively raising the same issue as the February 8th petition, but rephrasing the specific questions this Commission should address. As the Communications Bureau Chief/E-911 Coordinator for Alachua County, I strongly urge the Commission to consider the issues raised by Intrado and find that an ILEC many not charge Intrado and/or the PSAP for any ILEC 911 tariff charges, untariffed charges, or bundled charges for terminated 911 services.

Since the first deployment of emergency 911 services in the 1960s, the technology to receive and respond to 911-dialed calls has evolved from a wireline ILEC telephone network perspective. Today, traditional landline telephone callers rely upon a system that can effectively route calls to the appropriate PSAP and provide location data that is highly accurate and secure.

Over the last ten years, the demands upon the 911 system have grown and changed significantly because of the widespread use of wireless telephones and the increasing acceptance of new calling technologies such voice over Internet protocol ("VoIP"). While the Federal Communications Commission ("FCC") has mandated certain technological obligations on the wireless and VoIP carriers, it has been up to the local PSAPs to deploy the necessary equipment that can receive and process these calls. Our county government, along with additional funding opportunities made available through the Florida Legislature, has committed significant resources to be able to handle these non-traditional, non-ILEC network calls, but it is going to take the deployment of next generation network services to enable PSAPs to be able to receive, process, and respond to these callers.

The issue with wireless and VoIP calls is especially acute. Under the best of circumstances location accuracy is far less accurate than if the call originated at a traditional landline phone. In addition, consumers increasingly desire the ability to text message a PSAP or to send real time photographs

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and video during an emergency situation, but PSAPs are unable to receive these messages using ILEC network services.

Outside the wireless and VoIP environment, PSAPs face other challenges. During a hurricane, for example, the ability to seamlessly transfer an entire 911 center's calls to another 911 center would enable people to continue to reach first responders. In addition, it is not uncommon during a single event, such as a major traffic accident or other large event, for a 911 center to become overloaded with calls associated with that event, which may result in callers elsewhere in the county with other needs being blocked. The ability to "on the fly" reconfigure the 911 network to reroute calls originating from a specific geographic area that is overloading the system so that other callers can get through would be a life saving benefit to everyone. The network services that would enable this functionality can only be done through the deployment of next generation network services.

While as stewards of the 911 system, PSAP administrators have been moving forward with plans to deploy next generation network services such as are being offered by Intrado, we are constrained by some of the information we are receiving from the ILECs regarding alleged continuing obligations once the ILEC is no longer the network services provider. For example, as is related in Intrado's petition for declaratory statement, we have been told that if we choose Intrado as our network services carrier that Intrado and/or the PSAP may still be subject to certain ILEC tariff charges, or that the ILEC may create new tariff or other rate elements, or that other services we receive may be bundled with services we no longer receive resulting in the payment for unnecessary services.

To be sure, I want to be clear that we do not have any issue with ILEC charges associated with services or rates for which there is a continuing legal duty, nor are we contesting any previously contractual obligations for early termination or liquidated damages. These types of contractual obligations are not the subject of the declaratory statement request.

The consumers of Florida require a more robust emergency 911 system that serves all callers, whether from a traditional landline phone, a wireless phone, or over a VoIP network. Only through the deployment of next generation 911 services such as are being offered by Intrado will our county be able to receive and effectively serve 911 callers. However, in order to make this technology transition, we must be free from any legacy ILEC charges other than those for which we have clear, specific obligations.

I strongly urge you to issue the requested declaratory statement. Feel free to contact me if there are any questions or the Commission needs additional information from us. Thank you for your consideration.

Sincerely yours,

Susan Nelson, ENP, CPM
Communications Bureau Chief, Alachua County Fire Rescue

cc: Chief Will Gray May, Jr., Director of Emergency Services
Rick Mills, Alachua County Legislative Liaison

Office of the Sheriff

John Davenport
Sheriff of Charlotte County

7474 Utilities Road
Punta Gorda, Florida 33982
(941) 639-2101

March 25, 2008

Ms. Ann Cole, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 080089, Intrado Petition for Declaratory Statement

Dear Ms. Cole,

On February 8, 2008, Intrado Communications Inc. ("Intrado") filed its petition for declaratory statement requesting that the Florida Public Service Commission ("Commission") address whether Intrado or a 911 Public Safety Answering Point ("PSAP") would bear any obligation to an incumbent local exchange telecommunications carrier ("ILEC") to pay an ILEC's 911 tariff charges when the PSAP has selected Intrado to provide the PSAP with its 911 services. On March 14, 2008, Intrado filed its amended petition substantively raising the same issue as the February 8th petition, but rephrasing the specific questions this Commission should address. As the E911 Administrator for the Charlotte County PSAP, I strongly urge the Commission to consider the issues raised by Intrado and find that an ILEC many not charge Intrado and/or the PSAP for any ILEC 911 tariff charges, untariffed charges, or bundled charges for terminated 911 services.

Since the first deployment of emergency 911 services in the 1960s, the technology to receive and respond to 911-dialed calls has evolved from a wireline ILEC telephone network perspective. Today, traditional landline telephone callers rely upon a system that can effectively route calls to the appropriate PSAP and provide location data that is highly accurate and secure.

Over the last ten years, the demands upon the 911 system have grown and changed significantly because of the widespread use of wireless telephones and the increasing acceptance of new calling technologies such voice over Internet protocol ("VoIP"). While the Federal Communications Commission ("FCC") has mandated certain technological obligations on the wireless and VoIP carriers, it has been up to the local PSAPs to deploy the necessary equipment that can receive and process these calls. Our county government, along with additional funding opportunities made available through the Florida Legislature, has committed significant resources to be able to handle these non-traditional, non-ILEC network calls, but it is going to take the deployment of next generation network services to enable PSAPs to be able to receive, process, and respond to these callers.

The issue with wireless and VoIP calls is especially acute. Under the best of circumstances location accuracy is far less accurate than if the call originated at a traditional landline phone. In addition, consumers increasingly desire the ability to text message a PSAP or to send real time photographs and video during an emergency situation, but PSAPs are unable to receive these messages using ILEC network services.

Outside the wireless and VoIP environment, PSAPs face other challenges. During a hurricane, for example, the ability to seamlessly transfer an entire 911 center's calls to another 911 center would enable people to continue to reach first responders. In addition, it is not uncommon during a single event, such as a major traffic accident or other large event, for a 911 center to become overloaded with calls associated with that event, which may result in callers elsewhere in the county with other needs being blocked. The ability to "on the fly" reconfigure the 911 network to reroute calls originating from a specific geographic area that is overloading the system so that other callers can get through would be a life saving benefit to everyone. The network services that would enable this functionality can only be done through the deployment of next generation network services.

While as stewards of the 911 system, PSAP administrators have been moving forward with plans to deploy next generation network services such as are being offered by Intrado, we are constrained by some of the information we are receiving from the ILECs regarding alleged continuing obligations once the ILEC is no longer the network services provider. For example, as is related in Intrado's petition for declaratory statement, we have been told that if we choose Intrado as our network services carrier that Intrado and/or the PSAP may still be subject to certain ILEC tariff charges, or that the ILEC may create new tariff or other rate elements, or that other services we receive may be bundled with services we no longer receive resulting in the payment for unnecessary services.

To be sure, I want to be clear that we do not have any issue with ILEC charges associated with services or rates for which there is a continuing legal duty, nor are we contesting any previously contractual for early termination or liquidated damages. These types of contractual obligations are not the subject of the declaratory statement request.

The consumers of Florida require a more robust emergency 911 system that serves all callers, whether from a traditional landline phone, a wireless phone, or over a VoIP network. Only through the deployment of next generation 911 services such as are being offered by Intrado will our county be able to receive and effectively serve 911 callers. However, in order to make this technology transition, we must be free from any legacy ILEC charges other than those for which those we have clear, specific obligations.

I strongly urge you to issue the requested declaratory statement. Feel free to contact me if there are any questions or the Commission needs additional information from us. Thank you for your consideration.

Sincerely yours,

Janet Hamilton

Janet Hamilton
Charlotte County E911 Administrator

cc: Parties of Record

Robert L. Crowder
Sheriff

Office of the Sheriff
Martin County, Florida

(772) 220-7000

www.sheriff.martin.fl.us

March 25, 2008

Ms. Ann Cole, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 080089, Intrado Petition for Declaratory Statement

Dear Ms. Cole:

On February 8, 2008, Intrado Communications Inc. ("Intrado") filed its petition for declaratory statement requesting that the Florida Public Service Commission ("Commission") address whether Intrado or a 911 Public Safety Answering Point ("PSAP") would bear any obligation to an incumbent local exchange telecommunications carrier ("ILEC") to pay an ILEC's 911 tariff charges when the PSAP has selected Intrado to provide the PSAP with its 911 services. On March 14, 2008, Intrado filed its amended petition substantively raising the same issue as the February 8th petition, but rephrasing the specific questions this Commission should address. As the E-911 Manager and the E-911 Coordinator for Martin County Primary Public Safety Answering Point.(PSAP), I strongly urge the Commission to consider the issues raised by Intrado and find that an ILEC many not charge Intrado and/or the PSAP for any ILEC 911 tariff charges, untariffed charges, or bundled charges for terminated 911 services.

Since the first deployment of emergency 911 services in the 1960s, the technology to receive and respond to 911-dialed calls has evolved from a wireline ILEC telephone network perspective. Today, traditional landline telephone callers rely upon a system that can effectively route calls to the appropriate PSAP and provide location data that is highly accurate and secure.

Over the last ten years, the demands upon the 911 system have grown and changed significantly because of the widespread use of wireless telephones and the increasing acceptance of new calling technologies such voice over Internet protocol ("VoIP"). While the Federal Communications Commission ("FCC") has mandated certain technological obligations on the wireless and VoIP carriers, it has been up to the local PSAPs to deploy the necessary equipment that can receive and process these calls. Our county government, along with additional funding opportunities made available through the Florida Legislature, has committed significant resources to be able to handle these non-traditional, non-ILEC network calls, but it is going to take the deployment of next generation network services to enable PSAPs to be able to receive, process, and respond to these callers.

The issue with wireless and VoIP calls is especially acute. Under the best of circumstances location accuracy is far less accurate than if the call originated at a traditional landline phone. In addition, consumers increasingly desire the ability to text message a PSAP or to send real time photographs and video during an emergency situation, but PSAPs are unable to receive these messages using ILEC network services.

Outside the wireless and VoIP environment, PSAPs face other challenges. During a hurricane, for example, the ability to seamlessly transfer an entire 911 center's calls to another 911 center would enable people to continue to reach first responders. In addition, it is not uncommon during a single event, such as a major traffic accident or other large event, for a 911 center to become overloaded with calls associated with that event, which may result in callers elsewhere in the county with other needs being blocked. The ability to "on the fly" reconfigure the 911 network to reroute calls originating from a specific geographic area that is overloading the system so that other callers can get through would be a life saving benefit to everyone. The network services that would enable this functionality can only be done through the deployment of next generation network services.

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I strongly urge you to issue the requested declaratory statement. Feel free to contact me if there are any questions or the Commission needs additional information from us. Thank you for your consideration.

Sincerely,
Robert L. Crowder, Sheriff

by: Joseph J. Laviano

Joseph J. Laviano, ENP
Martin County E-911 Manager/E-911 Coordinator

cc: Parties of Record

SARASOTA COUNTY
"Dedicated to Quality Service"

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CLERK

March 25, 2008

Ms. Ann Cole, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

CONSUMER

Re: Docket No. 080089, Intrado Petition for Declaratory Statement

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Sincerely yours,



William K. Stevens ENP
911 Coordinator
Sarasota County Public Safety Communications
1660 Ringling Blvd.
Sarasota, Fl. 34236

cc: Parties of Record

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: Carey Spence-Lenss

PARTY: Intrado

DESCRIPTION: Amended Petition for Declaratory Statement, attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-T **EXHIBIT** 19
COMPANY Intrado
WITNESS Carey Spence-Lenss (CSL-6)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # CSL-6

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition of
Intrado Communications Inc.
for Declaratory Statement
Regarding Local Exchange
Telecommunications Network
Emergency 911 Service
_____/

Docket No. 080089-TP
Filed March 14, 2008

AMENDED PETITION FOR DECLARATORY STATEMENT

Intrado Communications Inc. ("Intrado"), pursuant to Section 120.565, Florida Statutes, and Rules 28-105.002 and 28-106.202, Florida Administrative Code, hereby files this Amended Petition for a Declaratory Statement from the Florida Public Service Commission ("Commission"). This Amended Petition seeks a declaration regarding whether Intrado or a 911 Public Safety Answering Point ("PSAP") would bear any obligation to an incumbent local exchange telecommunications carrier ("ILEC") to pay an ILEC's 911 tariff charges when the PSAP has selected Intrado to provide the PSAP with its 911 services. In support of its Petition, Intrado states as follows:

I. Introduction

1. Petitioner's name and address are:

Intrado Communications, Inc.
1601 Dry Creek Drive
Longmont, CO 80503-6493

2. All notices, Orders or documents regarding this Petition should be directed to:

Floyd R. Self, Esq.
Messer, Caparello & Self, P.A.
2618 Centennial Place
Tallahassee, Florida 32308
(850) 425-5213 (phone)
(850) 224-4359 (facsimile)
fself@lawfla.com (e-mail)

Rebecca Ballesteros
Associate Counsel
Intrado Communications Inc.
1601 Dry Creek Drive
Longmont, CO 80503
(720) 494-5800 (telephone)
(720) 494-6600 (facsimile)
Rebecca.Ballesteros@intrado.com

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FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition of
Intrado Communications Inc.
for Declaratory Statement
Regarding Local Exchange
Telecommunications Network
Emergency 911 Service
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Docket No. 080089-TP
Filed March 14, 2008

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Rebecca.Ballesteros@intrado.com

DOCUMENT NUMBER-DATE
01933 MAR 14 08
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DOCUMENT NUMBER-DATE
03173 APR 21 08
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3. Intrado is a Delaware corporation authorized to do business in the state of Florida. Intrado is certificated by this Commission as a competitive local exchange telecommunications carrier ("CLEC"), holding Certificate Number 7736. Intrado has been assigned company code TX607 by the Commission.

II. 911 Services Background

4. Sections 365.171 through 365.175, Florida Statutes, provide the authority for the creation, funding, and operation of an emergency telecommunications number system to provide end users of local exchange telecommunications services with abbreviated access by landline and wireless carriers to emergency public safety agencies through a universal "9-1-1" dialed telephone number, and to allow the public safety agencies to identify the telephone number and location of the person placing the 911 call. The ability of the PSAP to identify the telephone number and the location of the calling party is referred to as "E911" services, to distinguish such services from the original 911 services which merely completed calls to a PSAP. The ability to identify the calling party telephone number and location is made possible through various technologies and functionalities including automatic number identification ("ANI") information and automatic location identification ("ALI") information. There are additional state and federal statutes, rules, and orders which impose obligations on ILECs as well as on CLECs, wireless carriers, Voice over Internet ("VoIP") providers, and other carriers which require them to deploy certain technologies and to follow certain network protocols as they interconnect with the public switched telephone network, of which the E911 network is part, in order to make available E911 services to their respective customers.

5. The first entity that answers the 911-dialed call is the PSAP, which is usually the county sheriff's office, the city police department, the fire department, or other local government entity that is charged with answering the 911 calls and dispatching first responders to deliver emergency assistance when necessary. Historically, the PSAPs have purchased the various local exchange telecommunications network services required to get the 911-dialed call to the PSAP's location from the serving ILEC pursuant to an ILEC 911 services tariff as well as unregulated customer premises equipment ("CPE") from the ILEC or another CPE provider.

6. Intrado has developed and is now offering to the PSAPs of Florida and throughout the country its E911 Intelligent Emergency Network® local exchange telecommunications services and equipment as a competitive alternative to ILEC bundled offerings. Intrado has the ability to provide E911 service for land line, wireless, and VoIP calling party end users, and ensuring that E911 calls are routed to the correct 911 call center regardless of device, protocol, or location. Indeed, for nearly 30 years Intrado has designed and deployed public safety infrastructure, systems, and services that have been relied upon and incorporated into the E911 connectivity and services offered by ILEC, CLEC, wireless, VoIP, and other carriers to their respective end users. Intrado now has the ability to provide E911 network service directly to the PSAPs at a competitive rate that includes both traditional E911 services as well as new and enhanced services and functionality, including text, imaging, and video capabilities along with greater interoperability and communications capability between and among emergency responders and the PSAPs.

7. In order for Intrado to be able to offer its E911 services to PSAPs, Intrado must interconnect and exchange local exchange telecommunications traffic with ILECs. Accordingly, Intrado is currently negotiating with various ILECs for such interconnection services and traffic

exchange. Pursuant to federal and state law, Intrado has filed petitions for arbitration with this Commission in furtherance of its efforts to interconnect with the ILECs.[1]

8. Currently the ILEC tariffs offer certain network functions and services from the selective call router to the PSAP's demarcation point. These ILEC local exchange telecommunications services help to enable each PSAP to receive 911-dialed calls from the public. If a PSAP selects Intrado to provide those local exchange telecommunications services, neither Intrado nor the PSAP will be a customer or subscriber of the applicable ILEC's 911 services.[2] In such a case the ILEC should not charge Intrado for any tariffed 911 services previously provided to the PSAP unless Intrado specifically orders such services. However, to the extent Intrado requires any ILEC services, such services may be addressed in the interconnection agreement between Intrado and such ILEC since Intrado is a CLEC. In addition, the ILEC should no longer charge the PSAP for any of its tariffed 911 services nor should the ILEC create new rates, tariffed or otherwise, that it would seek to impose on Intrado or the PSAP.[3] Likewise, the ILEC should not bundle its services in its tariff in such a manner as to require Intrado and/or the PSAP to pay for any services not actually requested or consumed.

9. Intrado has been in negotiations with PSAPs for the provision of its E911 service. Any PSAP selecting Intrado would no longer be a customer of the ILEC for 911 services.

[1] The Intrado petition for arbitration with AT&T is docketed in Docket No. 070736. The Intrado petition for arbitration with Embarq is docketed in Docket No. 070699. Intrado is not attempting to relitigate or collaterally address the substance of those arbitration proceedings in this declaratory statement. Rather, this petition is seeking to answer an entirely independent question – whether an ILEC may charge Intrado or a PSAP for 911 services when the PSAP has ceased to be a customer of the ILEC's 911 services and has selected Intrado to be the PSAP's provider of 911 services.

[2] This selection of Intrado to provide the PSAP with E911 IEN services is independent of, and has no relationship to, any terminal or other equipment on the PSAP's side of the demarcation point at the PSAP's premises that is provided by the ILEC or any other local exchange telecommunications services the PSAP may purchase from an ILEC such as non-emergency voice lines.

10. Intrado was in the process of negotiating with one PSAP when its negotiations were abruptly terminated by the PSAP. It was represented to Intrado that this negotiation was terminated because of the uncertainty as to whether the PSAP would continue to be charged, directly or indirectly through Intrado, the ILEC's 911 tariff charges or new charges. For example, it has been suggested that an ILEC and/or the PSAP may seek unwarranted cost recovery by Intrado to rehome circuits. The effect of those representations was to cause the PSAP to believe it would be billed by both the ILEC and Intrado for certain services, thus making Intrado's service offering uncompetitive.

11. What matters at this juncture is not what may have been represented or assumed from reading the ILEC tariffs. Rather, all that is needed in the marketplace at this time is a statement by this Commission as to the respective rights and responsibilities of Intrado, the PSAP, and the ILEC once the PSAP has terminated the ILEC's 911 service, and neither Intrado nor the PSAP are customers of the LEC's 911 tariff services. Accordingly, in order to ensure an effectively competitive market for E911 services, Intrado and the PSAPs are in need of a declaratory statement to resolve questions or doubts as to how the statutes, rules, orders, and tariffs discussed herein may apply to Intrado's particular circumstances.

III. The Declaratory Statement Request

12. A petition seeking a declaratory statement is appropriate when there is a need for "resolving a controversy or answering questions or doubts concerning the applicability of statutory provisions, rules, or orders over which the agency has authority." Section 120.565(1), Florida

[3] Intrado notes that any successful change in providers from an ILEC's 911 services to Intrado's IEN E911 services will require a transition period and coordination between all of the affected parties. Intrado recognizes that during such a transition an ILEC may rightfully charge the PSAP for certain 911 tariffed services until such time as the ILEC's services to the PSAP are fully terminated. Intrado believes that the affected parties will cooperatively plan and implement such a transition in a competent and professional manner, working to ensure that at all times the integrity of the 911 call delivery system is fully operational. The calling public seeking emergency assistance deserves nothing less.

Statutes. ILEC tariffs are filed with and approved by the Commission pursuant to both statutory and Florida Administrative Code rule authority and such tariffs have the full force and effect of law as an order as if a statute or rule.[4]

13. For over 20 years this Commission has been in the forefront of advocating statutory changes or implementing rules and procedures to help transition monopoly-provided telecommunications services to a competitive marketplace. From long distance, to pay telephones, to shared tenant services, to alternative access vendors, and to competitive local exchange services a guiding principle has been that once an end user customer selects a new provider the former provider's relationship is terminated. Once the customer relationship has ended, all billing to that customer ceases and any services ordered by the new carrier from the former carrier are addressed by the carrier to carrier agreement or, in more limited circumstances, by special interconnection tariffs that apply to the class of carriers.[5]

14. It may seem intuitively obvious that once a customer terminates its service with an ILEC neither that end user nor the successive carrier selected by the end user can or should be charged after the effective termination dates. However, the applicable statutes, rules, orders, and tariffs do not directly or completely address this post-termination status. What the ILEC tariffs do say is what you would expect them to say – that a customer or subscriber is a person or other legal entity "which orders and is responsible for paying the telephone bill for any form of exchange

[4] *Pan American World Airways, Inc. v. Florida Public Service Commission*, 427 So.2d 716 (Fla. 1983); *Reinschmit v. Louisville & Nashville Railroad*, 160 So. 69 (Fla. 1935).

[5] The most obvious example of a carrier to carrier interconnection occurring by tariff is in the area of pay telephones, where competitive pay telephone providers interconnect with the ILECs via special pay telephone interconnection tariffs which are applicable only to certificated carriers. On the other hand, CLEC and wireless carriers interconnect with ILECs through interconnection agreements negotiated or arbitrated under sections 251 and 252 of the Federal Act or sections 364.161 and 364.162, Florida Statutes.

service furnished by the Company."[6] There is no disputing that a PSAP is a customer or subscriber. The BellSouth tariff, for example, provides that BellSouth will provide 911 services "[w]hen requested by local government authorities"[7] and that an "[a]pplication for E911 service must be executed in writing by each customer."[8] The Verizon tariff has similar language.[9]

15. The ILEC tariffs generally have language regarding post-termination obligations to pay for pre-termination services. This declaratory statement does not concern these types of post-termination obligations since they reflect services previously consumed but not paid for. These are obligations created by the customer.

16. This question of the provision of directly competitive local exchange telecommunications network 911 services appears to be a case of first impression. However, the BellSouth tariff does provide some language that at least recognizes that BellSouth may not always be the 911 provider to the PSAP. The tariff provides that "[s]ervice may be terminated at any time upon reasonable notice from the subscriber to the Company,"[10] but that "[w]hen an order for 911 service and facilities . . . [is] cancelled in whole or in part" the subscriber must reimburse BellSouth for expenses incurred *before* notice of cancellation is received.[11]

17. With respect to Intrado's relationship to an ILEC, under both federal and state law a CLEC such as Intrado is entitled to enter into an interconnection agreement with an ILEC for the exchange of traffic and other services and network functionality. Any person or entity choosing to

[6] The Windstream Florida and Embarq Florida local exchange tariffs have this exact same wording. *See* Windstream Florida, Inc., General Subscriber Services Tariff, Section 1, Original Page 19; Embarq Florida, Inc. General Exchange Tariff, Section A1, First Revised Sheet 10.

[7] BellSouth Telecommunications, Inc. Florida, General Subscriber Service Tariff, Section A24, Original Page 1.

[8] BellSouth Telecommunications, Inc. Florida, General Subscriber Service Tariff, Section A24, Original Page 4.

[9] *See generally*, Verizon Florida Inc., General Services Tariff, Section A24.

[10] BellSouth Telecommunications, Inc. Florida, General Subscriber Service Tariff, Section A2, Original Page 13.

[11] BellSouth Telecommunications, Inc. Florida, General Subscriber Service Tariff, Section A24.1.2.Q, Original Page 4 (emphasis supplied)

receive Intrado's E911 CLEC services becomes the subscriber of Intrado, and is no longer a customer of the ILEC. That CLEC customer should then be independent of and without any interference from the ILEC. Therefore, the ILEC is not entitled to bill Intrado's customer, the PSAP, for any former ILEC 911 data or connectivity services from the selective call router to the PSAP's demarcation point formerly subscribed to by the PSAP. For example, it would be inappropriate for the ILEC to attempt to charge the PSAP for ANI. Likewise, the ILEC should not charge the Intrado for such former ILEC 911 services or any bundled services since any ILEC services required by Intrado will be obtained by the parties' interconnection agreement or otherwise specifically ordered by Intrado.

18. In 1990, the Commission addressed a similar issue relating to the provision of 911 services. In that case, the ILECs were demanding that counties and municipalities obtain E911 terminal equipment or CPE from the ILEC. In finding such a monopoly to be a barrier to competition, the Commission found that:

> Upon consideration, we find that neither Southern Bell nor any other LEC should be allowed to continue to be the sole provider of E911 terminal equipment in its serving territory. It is clear that there is a competitive market for E911 terminal equipment. We also note the existing desire of counties and municipalities to competitively bill [sic] for E911 equipment. Southern Bell's tariff restrictions as well as those of other LECs discriminate against other vendors and prohibit counties and municipalities from purchasing E911 systems that may better meet their technical and economic needs. We do not believe that sole equipment provider accountability is essential to the reliability or integrity of E911 service.[12/]

While CPE is a deregulated, non-tariffed service, the principle in the Commission's 1990 Order applies with equal force now to the underlying 911 local exchange telecommunications network services and functionality now available to PSAPs by Intrado.

[12] *Proposed Agency Action to Require Unbundling of E911 Terminal Equipment and Allow for the Competitive Provision of E911 Equipment by Other Than the Serving LEC*, Docket No. 900297-TL, Order No. 22996, 1990 Fla. PUC LEXIS 607, *7 (Fla. Pub. Serv. Comm'n, May 29, 1990).

19. The application of tariff charges to services that have been terminated and which are provided competitively discriminates against competitive providers and is unlawful. Such actions create a barrier to entry and have a chilling effect on competition in violation of Section 364.01, Florida Statutes. Indeed, the threat or uncertainty associated with the application of such unjustified charges precludes PSAPs, local Florida government agencies, from purchasing new services or further enhancements to their existing services such as Intrado is now offering. To the extent terminated services are continued to be charged for by the ILEC also results in rates that are not fair, just, and reasonable in violation of Florida and federal law.

20. Intrado is substantially affected by the current regulatory uncertainty regarding the potential application of ILEC 911 tariff charges, untariffed charges, or unfairly unbundled charges to Intrado and/or the PSAPs.[13] Until this uncertainty is resolved, Intrado and other competitive 911 providers are unable to effectively compete to offer PSAPs their E911 advanced services to the detriment of the calling public seeking emergency assistance. Such uncertainty, if left unresolved, would condone anticompetitive behavior and adversely affect Intrado's rights as a certificated CLEC in Florida. The Commission has clear jurisdiction to prevent such behavior pursuant to Section 364.01(4)(g), Florida Statutes.

21. The statutes, rules or orders on which the declaratory judgment is sought include the following:

a. Alltel Florida, Inc., General Subscriber Services Tariff, Section 24.

b. Alltel Florida, Inc., General Subscriber Services Tariff, Section 1.

c. BellSouth Telecommunications, Inc. Florida, General Subscriber Service

[13] Bundled ILEC retail tariffs would require the PSAPs to pay twice for one service. For example, a PSAP selecting Intrado's ALI service could continue to be subject to ILE ALI charges because some ILEC tariffs bundled ALI with other services. See, e.g., Public Service Commission of West Virginia Case No. 04-0102-T-GI, Frontier, et al. General

Tariff, Section A1.

d. BellSouth Telecommunications, Inc. Florida, General Subscriber Service Tariff, Section A24.

e. Embarq Florida, Inc. General Exchange Tariff, Section A1.

f. Embarq Florida, Inc. General Exchange Tariff, Section A10.

g. Verizon Florida Inc., General Services Tariff, Section A24.

h. Section 364.01(4)(g), Florida Statutes.

i. Section 364.162, Florida Statutes.

j. Section 364.03, Florida Statutes.

k. Chapter 25-9, Florida Administrative Code

22. For the reasons set forth herein, Intrado requests that the Commission issue a Declaratory Statement that the statutes, rules, orders, and tariffs cited above do not allow an ILEC to collect 911 tariff charges, new unjustified charges, or unbundled charges from Intrado and/or the PSAPs when the PSAP has ceased to be a customer of the ILEC's 911 services.

23. As discussed in greater detail herein, Intrado is in need of a declaration from the Florida Public Service Commission regarding the following questions:

a. Once a PSAP has selected Intrado to be its local exchange telecommunications network provider of 911 services, does Intrado or its customer have to pay an ILEC for any of the ILEC's 911 services that have been terminated by the PSAP and assumed by Intrado?

Investigation into the provision of Data Base Management Services and into who pays the costs of such services, Commission Order, (Nov. 20, 2007) (Commission ordered Verizon-WV to make an unbundled rate offering).

b. Once a PSAP has selected Intrado to be its local exchange telecommunications network provider of 911 services, does Intrado or its customer have to pay an ILEC for post termination 911 services not currently in the ILEC's tariff?

c. Once a PSAP has selected Intrado to be its local exchange telecommunications network provider of 911 services, does Intrado or its customer have to pay an ILEC for bundled post-termination 911 charges with other charges that may be charged to Intrado and/or the PSAP?

24. For the reasons set forth herein, Intrado requests that the Florida Public Service Commission issue a Declaratory Statement:

a. Establishing that Intrado and/or the PSAP is not required to pay for any tariffed ILEC 911 local exchange telecommunications network services previously provided to the PSAP unless Intrado or the customer specifically orders such services.

b. Establishing that Intrado and/or the PSAP is not required to pay for any terminated ILEC 911 services through new tariffed or non-tariffed rates.

c. Establishing that Intrado and/or the PSAP is not required to pay for any ILEC bundled services in such a manner as to require Intrado and/or the PSAP to pay for any terminated 911 services or otherwise for any 911 services not actually requested or consumed.

THEREFORE, Intrado Communications, Inc. respectfully requests that the Florida Public Service Commission grant the declaratory statement requested herein and declare that Intrado and/or the PSAP is not required to pay for any ILEC 911 tariff charges, untariffed charges, or bundled charges for terminated 911 services as set forth herein.

Respectfully submitted,

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Counsel for Intrado Communications, Inc.

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: Carey Spence-Lenss

PARTY: Intrado

DESCRIPTION: National Emergency Number Association (NENA) Transition Effort press release, attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 20
COMPANY Intrado
WITNESS Carey Spence-Lenss (CSL-7)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # CSL-7

National Emergency Number Associa

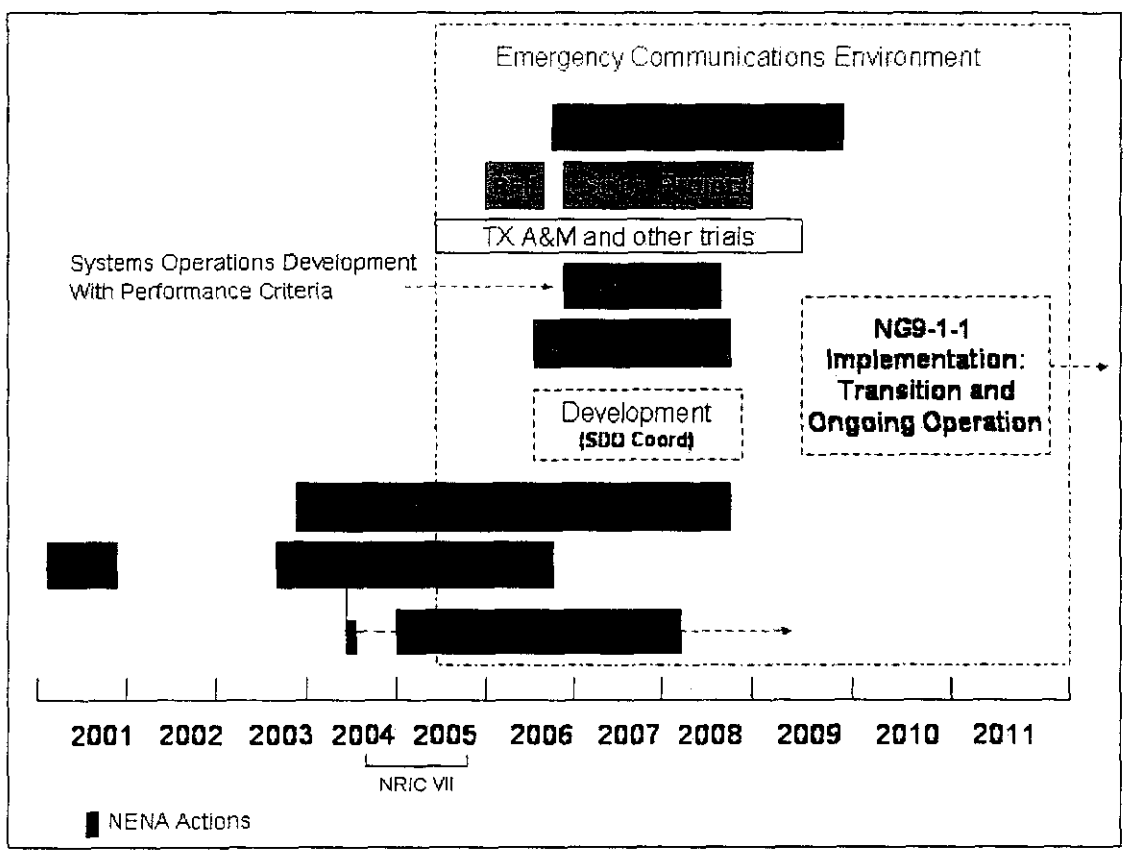
The Voice of 9-1-1

FOR IMMEDIATE RELEASE
Thursday, October 27, 2006

CONTACT: Patrick Halley
202-466-4911, media@nena.org

NENA Launches Next Generation (NG) 9-1-1 Transition Planning Effort

Arlington, VA – For nearly six years, NENA has actively worked to develop concepts, requirements, and technical definitions for the next generation of 9-1-1 systems and services. To further NENA's overarching goal of ensuring a coordinated and managed approach to the nationwide implementation of NG9-1-1, NENA is pleased to announce the formation of a joint Technical and Operations working group focused on the development of a NG9-1-1 System and PSAP Transition Plan. This effort is an additional component of an overall NG9-1-1 Project Plan that NENA is in the early stages of initiating which will provide a detailed roadmap of present and future activities toward the transition to a NG9-1-1 system and the subsequent operation of that system (or system of systems). The overall project plan is intended to cover phased replacement of today's E9-1-1 system with an inter-networked, IP based NG9-1-1, with greatly expanded capabilities for emergency call/message handling, multimedia emergency communications, and data acquisition, management and sharing.



NG 9-1-1 Activity Relationships

DOCUMENT NUMBER-DATE
03174 APR 21 08
FPSC-COMMISSION CLERK

NENA's work on the next generation of E9-1-1 began in 2000 with the establishment of the "9-1-1 Future Path Plan" by NENA's Technical Committee, which conceptualized the objectives for what has come to be known as NG9-1-1. In 2003, the NENA Technical Committee undertook development of requirements and architectural design for major portions of NG9-1-1. This initial work is nearing completion and is planned to be published in the near future. Additionally, NENA's 9-1-1 Center Operations Committee began its ongoing related work in 2003 on PSAP operations issues pertaining to NG9-1-1. In 2004, due to concerns about dealing with non-technical issues that, if unresolved, would impede development and implementation, a recommendation was made to initiate a program to address topics such as funding, public policy, jurisdiction, location identification, standards, trials, interoperability, and education. The result was the creation of the NENA NG E9-1-1 Partner Program, implemented in 2005, and continuing in 2006 and beyond.

During the same period, NENA developed content used in the NRIC working groups, and as part of an NTIA funded Texas A&M testing and trial activity. The US Department of Transportation is also on the verge of beginning work on a NG9-1-1 Initiative which will include coordinated development and proof of concept trial activities in 2007-2008. NENA is also working with multiple national and international standards bodies to integrate NENA requirements and design into the universe of IP communications development, within which NG9-1-1 systems will have to operate.

This multi-faceted NENA approach is targeted toward significant NG9-1-1 transition and implementation in the US and Canada starting in 2008-2009 (see above timeline). The forthcoming NENA NG9-1-1 Project Plan will provide a more detailed analysis of needed activities and the timeframes within which they should be completed in an effort to effectively and efficiently implement NG9-1-1.

###

About the National Emergency Number Association

NENA is *The Voice of 9-1-1™*. Now celebrating its 25th year, NENA was established to promote implementation and awareness of 9-1-1 as North America's universal emergency number. NENA has grown to become the leading professional non-profit organization dedicated solely to 9-1-1 emergency communications issues. NENA serves its more than 7,000 members in 46 chapters across the U.S. and Canada through policy advocacy, establishment of technical and operational standards, certification programs and a broad spectrum of educational offerings. Find out more at www.nena.org.

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: Carey Spence-Lenss

PARTY: Intrado

DESCRIPTION: Alliance for Telecommunications Industry Solutions (ATIS) news release, attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 21
COMPANY Intrado
WITNESS Carey Spence-Lenss (CSL-8)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # CSL-8

News Release

For Immediate Release

ATIS
1200 G Street, NW
Suite 500
Washington, DC 20005

Contact: Trish St. Michel
Phone: 202-434-8851
E-mail: tstmichel@atis.org
www.atis.org

ATIS ESIF Releases Suite of IP-based Emergency Services Standards

December 4, 2006, Washington – ATIS today announced the availability of its newly developed suite of IP-based Emergency Services Network Interface (ESNI) standards that will enable the expansion of E9-1-1 services and functionality within the Next Generation Network (NGN).

The ESNI suite of standards includes an overall emergency services framework for the ESNI applications and protocols such as the Emergency Information Services Interface (EISI) that provide access to emergency services within or external to the Emergency Services Network (ESNet). The ESNI standards suite also includes the Emergency Services Messaging Interface (ESMI), released in September 2005, which provides managed interconnections between next generation public service answering points (PSAPs) and the ESNet.

The current protocol and network architecture between the PSAP and the ESNet that provide Automatic Location Identification (ALI) are largely unchanged since the introduction of modern emergency calling services in the 1970s, presenting significant barriers to introducing new features and advanced emergency services. The future ESNet consists of multiple standard protocols to support responses from various emergency events -- including basic call management, location information delivery, and enhanced emergency services. The ESNI framework and protocol suite will enable flexibility, additional emergency services and more advanced interaction models on the ESNet that will enhance the reliability and survivability of national emergency services and will allow for management and distribution of enriched data types such as graphics, images, and video. A typical scenario enabled by an ESNet that utilizes the ESNI protocols would be a national weather notification service that can deliver weather alarms by geographic area, graphically, and real-time to PSAPs.

The ESNI standards suite is currently made up of four documents from ATIS: the *Emergency Services Network Interfaces Framework* (ATIS-0500008), an ATIS Technical Report that defines the framework and structure of the ESNI; two Draft American National Standards for Trial Use for the Emergency Information Service

DOCUMENT NUMBER-DATE
03175 APR 21 80
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Interface (EISI) that address the EISI ALI service delivery (ATIS-PP-0500006.200X) and the EISI network implementation with web services (ATIS-PP-0500007.200X); and the Draft American National Standard for Trial Use, *Emergency Services Messaging Interface (EMSI)* (ATIS-PP-0500002.200X), which was published in September 2005.

About ATIS

ATIS is a technical planning and standards development organization that is committed to rapidly developing and promoting technical and operations standards for the communications and related information technologies industry worldwide using a pragmatic, flexible and open approach. Participants from more than 350 communications companies are active in ATIS' 23 industry committees and Incubator Solutions Program. www.atis.org

-30-

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: Carey Spence-Lenss

PARTY: Intrado

DESCRIPTION: Embarq Florida tariff, attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 22
COMPANY Intrado
WITNESS Carey Spence-Lenss (CSL-9)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # CSL-9

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Eighth Revised Contents Sheet 1
Cancelling Seventh Revised Contents Sheet 1
Effective: November 2, 2006

N11 SERVICES
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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Third Revised Contents Sheet 2
Cancelling Second Revised Contents Sheet 2
Effective: July 1, 2006

N11 SERVICES
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(M)

RESERVED FOR FUTURE USE (N)

(M) Material formerly appearing on this sheet now appears on Seventh Revised Contents Sheet 1.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Third Revised Sheet 1
Cancelling Second Revised Sheet 1
Effective: November 2, 2006

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES

(D)

(D)

1. General (T)

a. Enhanced Universal Emergency Number Service also referred to as Enhanced 911 or E911, is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911. E911 Service includes lines and equipment necessary for the answering, transferring, and dispatching of public emergency telephone calls originated by persons within the serving area who dial 911. (T)

(T)

b. Enhanced 911 Service is offered subject to availability of facilities.

c. The E911 customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the telephone central office areas arranged for 911 calling. (T)

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Fourth Revised Sheet 2
Cancelling Third Revised Sheet 2
Effective: November 2, 2006

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

(D)

2. Explanation of Terms (T)

a. ALTERNATE ROUTING (AR) - A feature provided to allow E911 calls to be routed to a designated alternate location if, (1) all E911 exchange lines to the primary PSAP (see definition below) are busy, or (2) the primary PSAP closes down for a period (night service). This is a standard feature of E911 Service. (T)

b. ANI/ALI DISPLAY TRANSFER UNIT - A console and associated common equipment for displaying ANI and/or ALI at the PSAP attendant position and used by the attendant to activate Fixed and/or Selective Transfer functions. (T)

c. AUTOMATIC LOCATION IDENTIFICATION (ALI) - **The automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency services information. ALI info from the DBMS also provides for an initial information load for the data base stored in customer provided equipment, as well as the equipment of other E911 Service Providers and for periodic updates to this information.** (T) (T)

d. AUTOMATIC NUMBER IDENTIFICATION (ANI) - **Telephone number associated with the access line from which a call originates.** (T) (T)

e. BACKUP PSAP VOICE GRADE SERVICE – Backup PSAP Voice Grade Service is only for use in Backup PSAPs. Voice Grade Service, as described in Section A20 of this tariff, is a channel that does not require a central office connection to communicate between specified locations. (T)

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Fourth Revised Sheet 3
Cancelling Third Revised Sheet 3
Effective: November 2, 2006

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

(D)

2. Explanation of Terms (Cont'd) (T)

f. DATA **BASE** MANAGEMENT SYSTEM (DBMS) - A system of manual procedures and computer programs used to create, store, and update the data required to provide the Selective **Routing and/or Automatic Location Identification for E911 systems.** (T) (T) (T)

g. DEFAULT ROUTING (DR)- A feature activated when an incoming E911 call cannot be selectively routed due to an ANI feature, garbled digits, or other causes. Such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP. This is a standard feature of E911 Service. (T)

h. END OFFICE - The central office(s) in the E911 System which receive originating E911 calls. (T)

i. ENHANCED 911 (E911) CONTROL OFFICE - The office providing tandem switching capability for E911 calls. It controls switching of ANI information to the PSAP and also provides the SR feature, standard ESS Speed Calling features, call transfer capability, and certain maintenance functions for each PSAP. (T)

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Fourth Revised Sheet 4
Cancelling Third Revised Sheet 4
Effective: November 2, 2006

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

(D)

2. Explanation of Terms (Cont'd) (T)

j. ENHANCED 911 SERVICE AREA - The geographic area in which the customer will respond to all E911 calls and dispatch appropriate emergency assistance. (T)

k. FIXED TRANSFER - A feature which enables a PSAP attendant to transfer incoming E911 calls to secondary PSAPs by use of a single button on the ANI/ALI Display Transfer Unit. (T)

l. FORCED DISCONNECT - A function of the E911 central office trunk circuit which enables the PSAP attendant to release a connection even though the calling party has not hung up. This feature prevents the jamming of the E911 exchange lines and is a standard feature of E911 Service. (T)

m. IDLE TONE APPLICATION - A feature which allows the PSAP attendant to distinguish between calls that have been abandoned before they are answered and calls where the calling party is unable to speak for some reason. If the caller abandoned the line before the PSAP attendant answered, a distinct tone is heard by the attendant. If the caller is still on the line but unable to speak, no tone will be heard. This is a standard feature of E911 Service. (T)

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Fourth Revised Sheet 5
Cancelling Third Revised Sheet 5
Effective: November 2, 2006

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

(D)

2. Explanation of Terms (Cont'd)

n. MANUAL TRANSFER - A feature that enables the PSAP attendant to transfer an incoming call by depressing the switch hook of the associated telephone or the "add" button on the ANI/ALI Display Transfer Unit and dialing either a 7-digit or 10-digit telephone number or a 2-digit Speed Calling Code. Manual Transfer is associated with the E911 trunk unit and is a standard feature of E911 Service. (T)

o. PUBLIC SAFETY ANSWERING POINT (PSAP) - An answering location for E911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only. An additional type of PSAP is the Backup PSAP. Backup PSAPs are disaster recovery answering points which serve as a backup to the Primary PSAP and are not co-located with the Primary PSAP. PSAPs are public service agencies such as police, fire, or emergency medical or a common bureau serving a group of such entities. (T)

p. SELECTIVE ROUTING (SR) - A feature that routes an E911 call from a central office to the designated primary PSAP based upon the identified number of the calling party. (T)

q. SELECTIVE TRANSFER - A feature providing persons at the PSAP the ability to transfer an incoming call to another agency by depressing a single button labeled with the type of agency, e.g., "Fire", on the ANI/ALI Display Transfer Unit. This type of transfer is only available when the SR feature is provided. (T)

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Fourth Revised Sheet 6
Cancelling Third Revised Sheet 6
Effective: November 2, 2006

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

(D)

2. Explanation of Terms (Cont'd) (T)

r. SERVICE CENTRAL OFFICE - The central office from which a PSAP, either primary or secondary, is served. (T)

s. **SERVICE PROVIDER - An entity providing one or more of the following E911 elements: network, CPE or data base service.** (N) (N)

t. UNIVERSAL EMERGENCY NUMBER SERVICE - An exchange communication service for receiving telephone calls placed by persons in need of assistance who dial the number 911. Such calls are answered at PSAPs established and operated by the customer. The lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls are included. (T)

u. UNIVERSAL EMERGENCY NUMBER SERVICE CUSTOMER - A municipality or other state or local government unit or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated within a defined geographic area to respond to public emergency telephone calls, at the minimum for police and fire service. (T)

3. Rules and Regulations (T)

a. This service is limited to the use of central office telephone number 911 as the universal emergency telephone number. Only one E911 service will be provided within any government agency's locality. (T)

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Fourth Revised Sheet 7
Cancelling Third Revised Sheet 7
Effective: November 2, 2006

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

(D)

3. Rules and Regulations (Cont'd) (T)

b. The 911 emergency telephone number is not intended as a total replacement for the telephone service of the various public safety agencies which participate in the use of this number. The public safety agencies will subscribe to other exchange telephone service as provided in other sections of this tariff. (T)

c. The service is furnished to the customer only for the purpose of receiving reports of emergencies by the public. Residential customers whose telephone services have been temporarily denied for non-payment will continue to have access to 911 Service (outgoing service only). Service will be provided on a "where available" basis. (T)

d. E911 Service is classified as Business Exchange Service and is arranged for 1-way incoming service to the appropriate PSAP. Outgoing calls can only be made on a transfer basis. (T)

e. E911 Service is provided solely for the benefit of the customer operating the PSAP. The provision of E911 Service by the Company shall not be interpreted, constructed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the customer. (T)

f. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the customer's personnel to respond to such calls on the customer's premises. (T)

g. Terminal equipment may be provided by the Company for use with this service. (T)

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Fourth Revised Sheet 8
Cancelling Third Revised Sheet 8
Effective: November 2, 2006

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

(D)

3. Rules and Regulations *(Cont'd)* (T)

h. Temporary suspension of service is not provided for any part of the E911 Service. (T)

i. E911 information consisting of the name, address, and telephone number of telephone customers whose listings are not published in directories or listed in Directory Assistance Offices is confidential. Information will be provided on a call-by-call basis only for the purpose of responding to emergency calls. (T)

j. The E911 calling party forfeits the privacy afforded by nonlisted and nonpublished service to the extent that the telephone number, address, and name associated with the originating station location are furnished to the PSAP. (T)

(D)
(D)

k. The Company's entire liability to any person for interruption or failure of E911 Service shall be limited to the terms set forth in this section and other sections of this tariff. The Company shall not be liable to any person or entity for any damages whatsoever resulting from or in connection with the provision of access to E-911 Service during the temporary denial of a residential subscriber service for non-payment. (T)

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Third Revised Sheet 9
Cancelling Second Revised Sheet 9
Effective: November 2, 2006

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

(D)

3. Rules and Regulations (Cont'd) (T)

l. The rates charged for E911 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational tests as, in the judgment of the customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Company in the event the system is not functioning properly. (T)

m. The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof, whether caused by the negligence of the Company or otherwise, shall not exceed the greater of $50.00 or an amount equivalent to the pro rata charge for the service affected during the period of time that the service was fully or partially inoperative. These limited damages shall be in addition to any credit which may be given for an out-of-service condition. (T)

n. Each customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others. (T)

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Third Revised Sheet 10
Cancelling Second Revised Sheet 10
Effective: November 2, 2006

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

(D)

3. Rules and Regulations (Cont'd) (T)

o. The customer also agrees to release, indemnify, and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, conditions, occasion or use of E911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Company, the customer, its user, agencies or municipalities, or the employees or agents of any one of them. (T)

p. The Company's intent will be to provide at least the same level of service reliability and quality as the telephone service being provided in the exchanges where E911 is offered. (T)

q. Because the Company serving boundaries and political subdivision boundaries may not coincide, it is the obligation of the customer to make arrangements to handle all E911 calls that originate from telephones served by central offices in the local service area whether or not the calling telephone is situated on property within the geographical boundaries of the customer's public safety jurisdiction. (T)

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Third Revised Sheet 11
Cancelling Second Revised Sheet 11
Effective: November 2, 2006

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

(D)

3. Rules and Regulations (Cont'd) (T)

r. Application for E911 Service must be executed in writing by each customer. If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the customer. (T)

s. The customer must furnish the Company its agreement to the following terms and conditions: (T)

1) That all E911 calls will be answered on a 24 hour day, 7 day week basis. (T)

2) That the customer has responsibility for dispatching the appropriate emergency service vehicles within the E911 service area, or will undertake to transfer all E911 calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available. (T)

3) That the customer will develop an appropriate method for responding to calls for nonparticipating agencies which may be directed to the E911 PSAP by calling parties. (T)

4) That the customer will subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls. (T)

5) **That the customer will subscribe to, or provide, telephone equipment with a capacity adequate to handle the number of incoming E911 lines recommended by the Company to be installed.** (T)(M) | (M)

(M) Material now appearing on this sheet formerly appeared on Second Revised Sheet 12.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Third Revised Sheet 12
Cancelling Second Revised Sheet 12
Effective: November 2, 2006

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

(D)

3. Rules and Regulations (Cont'd) (T)

(D)
(D)

(M)
|
(M)

t. When the Selective Routing feature is provided, the customer is responsible for identifying primary and secondary PSAP locations as well as the unique combinations of police, fire, and ambulance or any other appropriate agencies responsible for providing emergency service in the E911 serving area. An Emergency Service Number (ESN) will be provided for each unique combination by the Company. The customer will associate these ESNs with street address ranges or other mutually agreed upon routing criteria in the E911 serving area. These ESNs will be carried in the Data Base Management System (DBMS) to permit routing of 911 calls to the primary and secondary PSAPs responsible for handling of calls from each telephone in the E911 serving area. The following terms define the customer's responsibility in providing this information. (T) (T)

1) Initial and subsequent ESN assignments by street name, address range, and area or other mutually agreed upon routing criteria shall be furnished by the customer to the Company prior to the effective date of service. (T)

(M) Material formerly appearing on this sheet now appears on third Revised Sheet 11.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Third Revised Sheet 13
Cancelling Second Revised Sheet 13
Effective: November 2, 2006

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

(D)

3. Rules and Regulations (Cont'd) (T)

t. (Cont'd) (T)

2) After establishment of service, it is the customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file, and to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance, or other appropriate agencies' jurisdiction over any address, annexations, and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of E911 calls to the proper PSAP. (T)

3) The Company will provide to the customer on request a complete written copy of the master address file to permit the customer to verify the accuracy of the police, fire and ambulance PSAP routing designations. (T)

4) Changes, deletions, and additions which the customer desires to have made in the master address file should be submitted on an "as occurred" basis. (T)

5) The Company will furnish a written copy to the customer for verification showing each change, deletion, and addition to the master address file. (T)

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

(D)

3. Rules and Regulations (Cont'd) (T)

t. (Cont'd) (T)

6) The Company will bill "911" local option fees in accordance with Chapter 365, Florida Statutes, as amended. Each customer imposing a "911" local option fee agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person, arising out of the Company's good faith compliance with the instructions of the customer concerning the imposition, billing, collection or remittance of the "911" fee, whether or not the act of complying with the customer's instructions is deemed to be negligent. (T)

4. Service Features (T)

a. E911 Service is available in five service feature offerings: (T)

1) Automatic Number Identification (T)
2) Selective Routing
3) Automatic Number Identification and Selective Routing
4) Automatic Number Identification and Automatic Location Identification
5) Automatic Number Identification, Automatic Location Identification, and Selective Routing (T)

b. The following standard features are included with each of the service offerings: (T)

1) Forced Disconnect (T)
2) Idle Tone Application
3) Default Routing
4) Alternate Routing (Night Service)
5) Speed Calling
6) Central Office Transfer Arrangements (T)

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
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RESERVED FOR FUTURE USE (T)

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Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
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Effective: November 2, 2006

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
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Cancelling Second Revised Sheet 17
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By: F. B. Poag
Director

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

(D)

5. All Counties (T)

a. General (T)

Enhanced Universal Emergency Number Service (E911) will be provided within the established boundaries of requesting counties subject to the rules, regulations and definitions specified in this section of the tariff.

(T)

b. Rates

The following rates are applicable for county-wide E911 Service.

1) Including Automatic Number Identification, Automatic Location Identification and Selective Routing (T)

Service Establishment Charge	Nonrecurring Charge	Monthly Rate
$1,270/M	$730/M	$120/M

2) Including Automatic Number Identification, and Automatic Location Identification (T)

Service Establishment Charge	Nonrecurring Charge	Monthly Rate
$1,270/M	$730/M	$ 93/M

M = 1000

(N)

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

(D)

5. All Counties (Cont'd) (T)

b. Rates (Cont'd) (T)

3) When the Selective Routing feature is selected by the county, a testing charge of $27 per thousand access lines and PBX trunks per month is applicable for each month of pre turn-up system testing requested by the county. (T)

4) Each county's Nonrecurring and Service Establishment charges are calculated at the time E911 Service is established and are based on the number of access lines and PBX trunks, per thousand, in service in the respective county. The Nonrecurring charge is applied also annually thereafter per thousand access lines and trunks added during the year. (T)

5) Each county's Monthly Charge is applied based on the number of access lines and PBX trunks, per thousand, that have access to that county's E911 Service. The total billed amount is subject to annual adjustment to reflect changes in the number of access lines served. (T)

6) The Monthly Rate provides normal maintenance 7 days a week including holidays provided trouble is reported between hours of 8 a.m. and 12 midnight. Trouble reported outside this time period will be cleared and billed on a per occasion per hour rate. (T)

7) Appropriate rates in this tariff and other tariffs in which the Company concurs are applicable in addition to the rates shown in A10.A.1.f.2 of this tariff. (T)

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Second Revised Sheet 20.1
Cancelling First Revised Sheet 20.1
Effective: December 9, 2006

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

6. Backup PSAP Voice Grade Service

a. General

1) Voice Grade Service, as described in Section A20 of this tariff, is a channel that does not require a central office connection to communicate between specified locations. Voice Grade Service does not require line treatment or line conditioning and may be provided as two-wire or four-wire service.

2) The flat rate charges for a two point Backup PSAP Voice Grade Service will be equal to one (1) channel termination charge, two-wire or four-wire, as appropriate.

3) Backup PSAP Voice Grade Service is only for use in Backup PSAPs

b. Rates

		Monthly Rate	Nonrecurring Charge First	Nonrecurring Charge Additional	
1)	Backup PSAP Voice Grade Service, Per Point of Term				(T) | (T)
	Two-wire termination	$59.00	$270.00	$87.00	
	Four-wire termination	59.00	270.00	87.00	
		Fixed Monthly Rate	Per Mile Monthly Charge	NRC	
2)	Interoffice Channels	$45.00	$1.50	$87.00	

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
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GENERAL EXCHANGE TARIFF

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
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GENERAL EXCHANGE TARIFF

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

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GENERAL EXCHANGE TARIFF

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By: F. B. Poag
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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

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GENERAL EXCHANGE TARIFF

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GENERAL EXCHANGE TARIFF

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

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Director

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
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By: F. B. Poag
Director

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Embarq Florida, Inc.

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Director

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GENERAL EXCHANGE TARIFF

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Director

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GENERAL EXCHANGE TARIFF

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Director

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
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GENERAL EXCHANGE TARIFF

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By: F. B. Poag
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GENERAL EXCHANGE TARIFF

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By: F. B. Poag
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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
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Embarq Florida, Inc.

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
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By: F. B. Poag
Director

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Director

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Director

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Director

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
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RESERVED FOR FUTURE USE (T)

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
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Effective: November 2, 2006

RESERVED FOR FUTURE USE (T)

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Second Revised Sheet 69.1
Cancelling First Revised Sheet 69.1
Effective: November 2, 2006

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

7. WIRELESS E911 PHASE 2 (T)

a. Description of Service

Wireless E911 Phase 2 is only available in combination with E911 as specified in this section of the tariff and is subject to the regulations specified herein.

In accordance with the FCC's Report and Order 94-102, Wireless E911 Phase 2 provides PSAPs with the wireless E911 caller's location and callback number (CBN) information, as specified by the FCC. The FCC has adopted specific handset-based and network-based location accuracy and reliability solutions standards for the Wireless Service Providers (WSPs).

b. General Regulations

1) The Company is not responsible for the location determination technology, the accuracy of the location determination technology, or the investigation or maintenance of said technologies. Only the data required and specified by the FCC in its Report and Order 94-102 will be delivered by the Company to the PSAP. This required data includes the cell site or sector location, the callback number, and the latitude/longitude of the caller. Each customer agrees that delivery, or lack of delivery, of additional data elements which may be provided by the WSP will not be the responsibility of the Company and the Company assumes no responsibility or liability for such information.

2) PSAPs must have all required elements of Wireless E911 Phase 1, utilizing p-ANI routing and cell site/sector location based information, in place before implementing Phase 2. This is necessary to accommodate loading of the respective p-ANIs also known as Emergency Service Routing Key/Emergency Service Routing Digit into the Company's Data Bbase Management System. In addition, the following requirements must be met for Phase 2 implementation:

a) PSAPs must order both the Company's Extended ALI Display Format and the ALI Database for Wireless Phase 2 to accommodate the x/y data provided by Wireless E911 Phase 2 Service. See rates in 3.F. following. (T)

b) WSPs must have Position Determining Entity (PDE) and a Mobile Position Center (MPC)/Gateway Mobile Location Center (GMLC) in their network.

c) WSPs or their designated database provider must have obtained an interface to the Company's ALI database that complies with the Company's existing operating standard. This interface will be used by the WSP to provide the Phase 2 data.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Second Revised Sheet 69.2
Cancelling First Revised Sheet 69.2
Effective: November 2, 2006

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

7. WIRELESS E911 PHASE 2 (Cont'd) (T)

c. Definition of Terms

1) Callback Number (CBN)

The wireless caller's 10-digit handset telephone number. The CBN is used by the PSAP to reestablish a call in the event the call was prematurely disconnected.

2) Interface

A reference point for a data path that exists between an MPC/GMLC and an ESME (the ALI database). The data that traverses the interface is made up of an Emergency Services Position Request and the response. The interface is not provided by and is not the responsibility of the Company.

3) Emergency Services Message Entity (ESME)

An entity in the emergency services network which serves as the point of interface to an MSC for common channel emergency services messaging. ESME is another term for the ALI database.

4) Enhanced MF Signaling (EMFS)

A signaling protocol for sending 10 or 20 digits of ANI from the 911 Tandem to the PSAP. EMF signaling is required when an interconnecting WSP selects Phase 2 NCAS mode without WLS911.

5) Mobile Position Center (MPC)

The interface between the wireless network and the Company's ALI database. The MPC serves as the wireless network entity which retrieves, forwards, stores, and controls position data within the wireless location network. The MPC is not provided by and is not the responsibility of the Company. Global System for Mobile (GSM) communication Gateway Mobile Location Centers (GMLCs) will be treated as MPCs by the Company.

6) Mobile Switching Center (MSC)

The wireless equivalent of a Central Office, which provides switching functions for wireless calls. The MSC is not provided by and is not the responsibility of the Company.

7) Phase 2 NCAS

In this mode the p-ANI and the CBN both are sent to the Selective Router. The trunk between the Selective Router and the PSAP must support transport of at least two 10-digit numbers.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

7. WIRELESS E911 PHASE 2 (Cont'd) (T)

c) Definition of Terms (Cont'd)

8) Position Determining Entity (PDE)

The PDE determines the geographic location of a wireless handset when the wireless caller places a 911 call or while the call is in process. The PDE is not provided by and is not the responsibility of the Company.

9) Pseudo-ANI (P-ANI)

A pseudo, non-dialable telephone number assigned to a cell site or a sector of a cell site to provide location identification for wireless E911 calls.

10) WLS911

The Company solution that sends either eight or ten digits of ANI to the PSAP and dynamically updates the static cell site or sector information with the CBN as provided by the WSP. This solution when used in conjunction with a WSP's interface allows WSPs to comply with the FCC's order without requiring PSAPs to upgrade their PSAP equipment to utilize Enhanced MF signaling.

11) Wireless Service Provider (WSP)

A person or entity that provides Commercial Mobile Radio Service (CMRS). The term wireless includes service provided by any wireless real-time, two-way voice communication device, including radio-telephone communications used in cellular telephone service, personal communication service (PCS), or functional or competitive equivalent. The term does not include service providers whose customers do not have access to 911 or 911-like services.

12) Wireline Compatibility Mode

Occurs when the WSP sends only p-ANI to the Company E911 tandem and the PSAP receives eight or ten digits of ANI.

13) X,Y Coordinates

The latitude and longitude of the 911 wireless caller's location.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Second Revised Sheet 69.4
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Effective: November 2, 2006

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

7. WIRELESS E911 PHASE 2 (Cont'd) (T)

d) Enhanced MF

Enhanced MF (EMF) is a new signaling protocol from the 911 Tandem to the PSAP. Enhanced MF accommodates either ten or 20 digits of ANI. Enhanced MF is not a requirement of Wireless Phase 2 implementation but EMF must be used by PSAPs when an interconnecting Wireless Service Provider chooses the Phase 2 NCAS Mode (as defined in J-STD-036 Annex D, Table D.1.2. and/or D.2.), without WLS911. If an interconnecting WSP chooses a Phase 2 NCAS solution without WLS911, the PSAP's equipment must be 20-digit Enhanced MF capable. The PSAP must request the Company convert them to EMF signaling when preparing to accept Phase 2 calls from a WSP utilizing Phase 2 NCAS without WLS911. Once a PSAP has been converted to 20 digit EMF Signaling the functionality of WLS911 is disabled for all WSPs serving that PSAP.

e) Wireless E911 Phase 2 Service

This service is comprised of two components, Extended ALI Display Format and ALI Database for Wireless Phase 2. Both components are required for implementation of this service. (T)

1) Extended ALI Display Format

The PSAP's Automatic Location Identification (ALI) display format must be changed to the Company's Extended ALI Display Format to accommodate the latitude and longitude, or x,y coordinates. The provision and delivery of the x,y information to the PSAP requires an interface between the ALI database and the WSP's Mobile Position Center (MPC)/Gateway Mobile Location Center (GMLC). The provisioning of the interface is the responsibility of the WSP.

2) ALI Database for Wireless Phase 2 (T)

The ALI Database for Wireless Phase 2 enables the PSAP to query and retrieve wireless caller location information from the Company's Automatic Location Identification (ALI) database. Location information may include cell site sector location, longitude and latitude of the wireless caller's location, and the wireless caller's callback number (CBN). This enables the necessary interfaces, software, and databases to permit the wireless caller's location information to be populated in the Company's ALI database and/or retrieved when queried by the customer's PSAP equipment. (T) (T)

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Second Revised Sheet 69.5
Cancelling First Revised Sheet 69.5
Effective: November 2, 2006

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

7. WIRELESS E911 PHASE 2 (Cont'd) (T)

f) Rates and Charges

	Nonrecurring Charge	Monthly Rate	SAE Code
1) Enhanced MF signaling, per PSAP	$0.00	$0.00	-
2) Extended ALI Display Format, per PSAP	$3,500.00	$0.00	-
3) ALI Database for Wireless Phase 2, per PSAP	$0.00	$250.00	AEMDATA (WLS)

(T)

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

8. Private Switch Database Service (T)

a. Description of Service

1) Private Switch Database Service is available to companies that use a Private Branch Exchange (PBX) or Centrex to manage their individual telephones and want to provide specific location information for each of these telephones to the Public Safety Answering Point (PSAP) responsible for responding to an emergency.

2) Private Switch Database Service allows a customer with a multi-line private switch to facilitate reception of either (1) Automatic Number Identification (ANI) or (2) a combination of ANI and Automatic Location Identification (ALI) information by a PSAP for emergency "9-1-1" calls originating from the location served by the customer's multi-line private switch. A private switch is customer premises equipment (CPE) at the end user customer's location.

b. General Regulations

1) The customer is responsible for validating address information through Master Street Access Guide (MSAG) and for coordinating with the Company to provide the National Emergency Number Association (NENA) standard format of telephone numbers and address data. The Company will allow the customer to update records no more frequently than on a daily basis. The data may originate from the customer's private switch, when technically feasible, or from a manually created list.

2) The Company will:

a) Be responsible for uploading a NENA formatted data file to its ALI database;

b) Hold the information in confidence and protect it in accordance with state and federal rules applicable to emergency 911 services; and

c) Use the information only in connection with providing emergency services to PSAPs.

3) The Company may immediately terminate a customer's use of Private Switch Database Service if, in the Company's sole judgment, the customer falsifies the information provided or fails to comply with any other provisions of this tariff.

4) The Company will only provide Private Switch Database Service where the Company is the primary 911 database provider for the PSAP serving the customer's location

5) The Company will provide a software package that will allow the customer to load the database information in the appropriate NENA format for transmission to the Company's data center

6) The Company will charge the private switch customer a monthly recurring charge for maintenance of the data in the national ALI database for delivery upon a 911 call to the PSAP.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

8. Private Switch Database Service (Cont'd) (T)

c. Limitations

1) The Company offers no warranty or representation with respect to the accuracy or completeness of the Private Switch Database Service. The Company relies on its customers for all private switch information placed in the Company's database management system.

2) The Company does not warrant or represent that its database management system will be compatible with every type of private switch equipment. Customers who wish to provide automated updates to the Company's database management system are responsible for acquiring their own private switch equipment and for testing the compatibility of that equipment with the Company's database management system.

d. Obligations of the Customer

1) When implementing Private Switch Database Service, the customer must contact the Telephone Company's E-911 representative to negotiate trunking, hardware and software requirements associated with the Private Switch Database Service.

2) The customer will be responsible for loading address information into the Private Switch Database Service software package and transmitting that information to the Telephone Company.

GENERAL EXCHANGE TARIFF

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

8. Private Switch Database Service (Cont'd) (T)

e. Rates and Charges

1) Private Switch Database Service rates

	Nonrecurring Charge
a) Installation	
(1) Initial Installation	$900.00
(2) Subsequent addition of Station Records	0.00
	Monthly Recurring Charge
b) Monthly Rate[1]	
(1) Up to 1000, per 1000 Station Records	$100.00
(2) 1001 - 4000, per 1000 Station Records	70.00
(3) Over 4000, per 1000 Station Records	60.00

2) Separate charges, not specified in this section of the tariff, are applicable for network connectivity from the customer's private switch to the Company's central office facilities.

3) Each Private Switch Database Service customer's Installation Charge and Monthly Rate is calculated at the time Private Switch Database Service is established and is based on the number of station records in service for the customer. The total number of station records are audited annually by the Telephone Company and applied to the account.

[1] The Monthly Rate is calculated based on the total number of station records submitted by the customer at installation or at the time of the annual audit. For example, 900 station records = $100 MRC; 3900 station records = $70 X 4 = $280 MRC; 4500 station records = $60 X 5 = $300 MRC.

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Second Revised Sheet 69.9
Cancelling First Revised Sheet 69.9
Effective: November 2, 2006

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

9. Reverse Notification Telephone Number Database Service (T)

a. Description of Service

1) The Company offers Reverse Notification Telephone Number Database Service (Reverse Database Service) to support the ability of Public Safety Answering Points (PSAPs) to make broadcast notification calls to areas under their jurisdiction in the event of emergencies.

b. General Regulations

1) Reverse Database Service is offered solely for the purpose of permitting PSAPs to make broadcast notifications to particular geographic areas and associated local telephone numbers in the event of emergencies. PSAPs ordering Reverse Database Service must provide the Company with written certification of their authority to make public emergency notifications.

2) PSAPs may not use Reverse Database Service information in connection with E911 Emergency Reporting Services.

3) PSAPs subscribing to Reverse Database Service will receive CD-ROM downloads of information from the Company's Automatic Location Indicator (ALI) database. The Company will provide ten-digit telephone numbers and associated addresses, to the extent that information is present in the Company's ALI database. (T)

4) Reverse Database Service will include ALI information obtained by the Company from other local exchange carriers serving a PSAP's jurisdiction, when there are multiple local exchange carriers in a PSAP's jurisdiction. Reverse Database Service will include ALI information obtained from customers who operate private switches and have requested that carriers maintain appropriate information in the carrier's ALI database.

5) The Company will provide Reverse Database Service only for the jurisdictional area where a PSAP is authorized to provide emergency services. PSAPs will not be able to obtain foreign listings, foreign exchange cross-listings, foreign central office subscriptions, and multiple listings through Reverse Database Service.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Second Revised Sheet 69.10
Cancelling First Revised Sheet 69.10
Effective: November 2, 2006

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

9. Reverse Notification Telephone Number Database Service (Cont'd) (T)

b. General Regulations (Cont'd)

6) The Company considers all information provided to a PSAP under Reverse Database Service to be confidential and proprietary. Information received through Reverse Database Service may contain the addresses and telephone numbers of individuals whose listings are not published in directories and/or are not listed in directory assistance databases. The PSAP must: (T)

a) Hold all Reverse Database Service information in confidence and protect it in accordance with the security regulations by which it protects its own proprietary or confidential information;

b) Restrict disclosure of the information solely to those PSAP employees and/or agents with a need to know and not disclose or resell such information to any other parties;

c) Use the information only when delivering broadcast notifications of emergencies; and

d) Notify the Company immediately of any confirmed or suspected misuse of Reverse Database Service information.

7) The PSAP represents and warrants that it will use information received through Reverse Database Service only in emergency situations. A PSAP may not access, use, import, export, copy, print, distribute or release information for any purpose other than what is necessary to make outbound telephone emergency notifications.

8) The Company may immediately terminate a PSAP's use of Reverse Database Service and demand the return of all Reverse Database Service information furnished to the PSAP if, in the Company's judgment, the PSAP misuses the information provided or fails to comply with any other provision of this tariff.

9) A PSAP's modification, merger or enhancement of information received through the Reverse Database Service will not relieve the PSAP from any provision of this tariff.

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Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Second Revised Sheet 69.11
Cancelling First Revised Sheet 69.11
Effective: November 2, 2006

N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

9. Reverse Notification Telephone Number Database Service (Cont'd) (T)

c. Limitations

1) The Company offers no warranty or representation with respect to the accuracy or completeness of the Reverse Database Service. The Company may rely on other local exchange carriers or private switch customers for certain information used in the Reverse Database Service.

2) The Company does not warrant or represent that the Reverse Database Service will be compatible with every type of reverse notification equipment. PSAPs are responsible for acquiring their own broadcast notification equipment and for testing the compatibility of that equipment with the Reverse Database Service.

3) By offering Reverse Database Service, the Company makes no warranties or representations for the operation of customer's broadcast notification equipment or for the availability or performance of any telephone network facilities, including the Company's facilities, during a broadcast notification.

d. Liability of the Company

1) By subscribing to Reverse Database Service, a PSAP agrees to hold harmless and indemnify the Company, along with its employees, directors, officers, agents, and subcontractors, from and against all claims or suits arising out of or resulting from the provision of Reverse Database Service, specifically including, but not limited to, all claims or suits resulting from or allegedly resulting from errors or omissions in the file or the use of such information by the PSAP or its agents.

2) To the extent that the PSAP claims sovereign immunity or other statutory limitations against third party claims, the PSAP will extend that same protection to the Company in connection with the PSAP's use of the Reverse Database Service.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

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Second Revised Sheet 69.12
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N11 SERVICES

A. E911 EMERGENCY REPORTING SERVICES (Cont'd)

9. Reverse Notification Telephone Number Database Service (Cont'd) (T)

e. Rates and Charges

1) PSAPs can purchase Reverse Database Service in the following formats:

a) One-time update – a nonrecurring charge is applicable per occasion. (T)

b) Monthly update – A recurring charge per month is applicable. The service is only offered on a 12 month minimum basis. If service is terminated prior to the 12 months, the monthly charge is applicable for the full 12 months.. (T) (T)

	Nonrecurring Charge	Monthly Rate
2) Reverse Database Service,		
a) One-time update (CD-ROM)	$1,200.00	$ 0.00
b) Monthly update (CD-ROM) 12 Month Term	0.00	500.00

Tariff page revised 6/5/2006 to reflect company name change from Sprint to Embarq.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 70
Cancelling Original Sheet 70
Effective: July 14, 2001

N11 SERVICES

B. 711 SERVICE FOR TELECOMMUNICATIONS RELAY SERVICES (TRS)

1. General

a. 711 Dialing Code ("711") is a three digit local dialing arrangement for telephone voice transmission access to all certified Telecommunications Relay Services entities as a toll free call. Pursuant to Order 00-257, issued by the Federal Communications Commissions (FCC) in CC Docket 92-105, the FCC assigned 711 dialing code for nationwide access to Telecommunications Relay Services (TRS) entities, to be implemented not later than October 1, 2001.

b. 711 is available the Company within the Company's service area only. To provide access to 711 to end users in another company service area or to a Competitive Local Exchange Carrier (CLECs) end users within the local calling area, the TRS entity must make appropriate arrangements with the other company or CLEC serving that territory. The TRS entity should work separately with competing local providers to ascertain that its end user customers will be able to reach relay services provided by dialing 711.

c. This service is subject to the availability of the 711 dialing code.

d. 711 can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.).

e. Limitations and use of service are as stated in Section A2 of this Tariff.

f. Directory Listings may be provided for 711 at rates and regulations as specified in Section A6 of this Tariff.

g. Access to 711 is not available to the following classes of service:

-Hotel/Motel/Hospital Service (toll call only)
-1+
-0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
-Inmate Service
-101XXXX
-Cellular - Type 2A
In addition, operator assisted calls to 711 will not be completed.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 71
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N11 SERVICES

B. 711 SERVICE FOR TELECOMMUNICATIONS RELAY SERVICES (TRS) (Cont'd)

2. Obligations of the TRS Entity

a. The TRS entity must, prior to provisioning of the service, sign a written acknowledgement of possible recall of the 711 dialing code by the FCC and an agreement to return the code upon receipt of 6 months written notice of such a recall from the Company or regulating entity and abide by all terms and conditions which may be identified by the FCC in CC Docket 92-105 regarding the use and return of the 711 dialing code. If a recall is affected, the Company will work with the TRS entity affected by such recall to transfer their service arrangements, to a 7 or 10-digit dialing arrangement within the 6-month notice period. The TRS entity will be required to migrate to any access arrangement the telecommunications relay services subsequently agreed to by the industry and approved by the FCC. The TRS entity will be charged the appropriate tariff rates for the establishment of the new access arrangement.

b. The TRS entity should work separately with wireless companies to ascertain their end user customers will be able to reach telephone relay services provided by dialing 711.

c. The TRS entity should work separately with competitive local exchange companies to ascertain their end user customers will be able to reach telephone relay services provided by dialing 711.

d. The TRS entity is restricted from selling or transferring the 711 dialing code to an unaffiliated entity, either directly or indirectly.

1) An "affiliate" of a TRS entity is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the TRS entity. The term "control" (including the terms "controlling," "controlled by," and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 72
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N11 SERVICES

B. 711 SERVICE FOR TELECOMMUNICATIONS RELAY SERVICES (TRS) (Cont'd)

2. Obligations of the TRS Entity (Cont'd)

e. The 711 Dialing Code will be provided by the Company to the TRS entity under the following conditions:

1) For network sizing and protection, the TRS entity must provide an estimate of annual call volumes, the expected busy hour and the expected holding time for each call to the 711 dialing code.

2) The TRS entity will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the Company, to adequately handle calls to 711 without impairing the Company's general telephone service or telephone facilities.

3) The TRS entity is responsible for obtaining all necessary permission, licenses, written consents, waivers, releases and all other rights from all persons whose work, statements or performance are used in connection with the 711 dialing code, and from all holders of copyrights, trademarks, and patents used in connection with said service.

f. If a pre-recorded announcement is provided by the TRS entity, the following conditions apply:

1) The TRS entity will provide announcements. The company will provide only the delivery of the call.

2) The provision of access to the 711 network by the Company for the transmission of announcement is subject to availability of such facilities and the requirements of the local exchange network.

3) The TRS entity assumes all financial responsibility for all costs involved in providing announcement including, but not limited to, the recorder-announcement equipment located on the TRS entity's premises.

4) The TRS entity assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required, to connect the recorder-announcement equipment located on the TRS entity's premises.

Tariff page revised 6/5/2006 to reflect company name change from Sprint to Embarq.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

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N11 SERVICES

B. 711 SERVICE FOR TELECOMMUNICATIONS RELAY SERVICES (TRS) (Cont'd)

3. Obligations of the Company

a. Once the 711 Dialing Code has been assigned and the subscriber has provided the Company the appropriate toll free number, implementation of the 711 Dialing Code will begin on or after July 16, 2001. The Company will implement the TRS entity's request within a reasonable time, given the complexity of the order.

If, during or at the end of the provisioning period, the TRS entity has failed to establish service or decides to discontinue service establishment, the 711 code will be recalled and the number will be considered available for reassignment.

b. When a 711 Service call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said 711 Service call, the quality of the call or any features that otherwise may be provided with 711 dialing service.

4. Obligations of the Competitive Local Exchange Carrier (CLEC)

a. In those instances where a CLEC provides the 711 dialing code to its end user within the local calling area, terms and conditions for 711 dialing code are as defined in the appropriate Interconnection Agreement.

1) For purposes of providing a CLEC end user access to the TRS entity within the local calling area, appropriate arrangements must be made by the CLEC with the TRS entity serving the local calling area.

2) A CLEC may negotiate the provision of directory listing as defined in the Interconnection Agreement.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 74
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N11 SERVICES

B. 711 SERVICE FOR TELECOMMUNICATIONS RELAY SERVICES (TRS) (Cont'd)

5. Liability

a. The TRS entity is responsible for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of liable and slander. Unless otherwise specifically provided in this Tariff, the Company shall be authorized to disconnect any tariffed service provided to the TRS entity utilized, directly or indirectly, with the 711 dialing code, which fails to comply with regulations and conditions set forth herein, upon five (5) days of notice to the subscriber. Disconnection may be suspended at the discretion of the Company if it receives written certification that the TRS entity is in compliance with regulations and conditions of the tariffs. Continual noncompliance shall be cause for disconnection without notice at the discretion of the Company.

b. The TRS entity shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via the 711 dialing code. If requested by the Company, the TRS entity shall assist the Company in responding to complaints made to the Company concerning the 711 dialing code.

c. A written notice will be sent to any TRS entity following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company. If after notification the TRS entity makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the TRS entity is unwilling to accept the modifications, or if the TRS entity continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures up to and including termination of service.

d. The Company may take all legal and practical steps to disassociate itself from the TRS entity providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

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N11 SERVICES

B. 711 SERVICE FOR TELECOMMUNICATIONS RELAY SERVICES (TRS) (Cont'd)

5. Liability (Cont'd)

e. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the TRS entity.

6. Other Terms and Conditions

a. Only one 10-digit toll free number may be used as the lead number per basic local calling area.

b. The 711 Dialing Code is provided where facilities permit.

c. The 711 Service will not provide calling number information in real time to the TRS entity. If this type of information is required, the TRS entity must subscribe to *compatible Caller ID Service* as described in Section A13 of this Tariff.

d. The 711 Service is provided solely for the benefit of the TRS entity. The provision of the 711 Service by the Company shall not be interpreted, constructed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the TRS entity.

7. Rates and Charges

a. The 711 Service is ordered by the FCC to be provided without charge. Therefore, there are no rates or charges for the 711 Service.

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GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

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N11 SERVICES

C. 211 SERVICE FOR COMMUNITY INFORMATION AND REFERRAL SERVICES

1. General

a. The 211 Dialing Code ("211") is a three-digit local dialing arrangement for local access to community information and referral services as a toll free call. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the Florida Public Service Commission (FPSC) assigned the 211 Dialing Code for access to Local Community Information and Referral Service Agencies (Local Agencies) to be determined within each local exchange.

b. The 211 Service allows a Company subscriber to access a Local Agency call center by dialing only the 211 Dialing Code.

c. Subject to other terms and conditions of this Tariff, Company subscribers shall be able to make, and assigned Local Agencies shall be able to receive, calls using the 211 Dialing Code as part of their local exchange service. The 211 Dialing Code is supplemental to and is not a replacement for either party's local exchange service.

d. All 211 Dialing Code calls shall be local in nature and shall not result in any Extended Calling Scope ("ECS"), TOLLPAC, Optional Extended Local Calling ("OELC"), Optional Extended Area Service ("OEAS"), intraLATA toll, interLATA long distance or pay-per-call charges to Company subscribers.

e. 211 Dialing Code calls may result in local measured service charges where Company subscribers' service plans include such charges as part of home and EAS exchange calling.

f. The 211 Service is not available for the following classes of service: inmate service, 1+ and 0+ calling, 0- operator assisted calling and 101XXXX calling. The 211 Service is otherwise available wherever local service is available.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

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N11 SERVICES

C. 211 SERVICE FOR COMMUNITY INFORMATION AND REFERRAL SERVICES (Cont'd)

2. Obligations of the Local Community Information and Referral Services Agencies

a. The Local Agencies shall make written application for the 211 Dialing Code to the Company at the local exchange level. The Local Agencies may establish the 211 Dialing Code in all, in part or in none of the Company's local exchanges.

b. The Local Agency's written application to establish the 211 Dialing Code in a Company local exchange shall include the following:

1) The local, foreign exchange, or toll free number into which the Company is to translate the dialed 211 code. If a Local Agency desires to change the telephone number into which the 211 Dialing Code is translated in an exchange, then the Local Agency shall make a new application.

2) A location description of the Local Agency call center where 211 calls made from the Company local exchange will be routed.

3) For network sizing and protection, an estimate of annual call volumes, the expected busy hour and holding time for each call to the 211 Dialing Code.

4) An acknowledgement of the possibility that the FCC's designation of the 211 Dialing Code may be recalled at any time.

c. Local Calling for Company Subscribers

1) The Company, in cooperation with the Local Agencies, will make reasonable efforts to ensure that all 211 Dialing Code calls are local in nature and do not generate ECS, TOLLPAC, OELC, OEAS, intraLATA toll, interLATA long distance or pay-per-call changes for Company subscribers.

2) When the Local Agencies make application for the 211 Dialing Code in a Company local exchange, Local Agencies shall supply the Company with a seven (7) or ten (10) digit telephone number that terminates within the Company local exchange or one of the local exchange's EAS exchanges. The Company's exchange facilities will translate the dialed 211 Dialing Code into the telephone number the Local Agency provides once 211 Dialing Code is established in the local exchange.

3) When a Local Agency makes application for the 211 Dialing Code in a Company local exchange and a Local Agency call center is not located within the local exchange or one of the local EAS exchanges, then the Local Agency shall establish Foreign Exchange Service or supply the Company with a toll free telephone number so that Company subscribers' 211 Dialing Code calls remain local in nature.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

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N11 SERVICES

C. 211 SERVICE FOR COMMUNITY INFORMATION AND REFERRAL SERVICES (Cont'd)

2. Obligations of the Local Community Information and Referral Services Agencies (Cont'd)

d. The Local Agencies shall be liable for and shall indemnify, protect, defend and hold harmless the Company against all suits, actions, claims, demands and judgments, plus any expenses and counsel fees incurred by the Company on account thereof, whether suffered, made, instituted or asserted by the Local Agency or any party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Local Agency or others, arising out of or resulting directly or indirectly from the 211 Dialing Code.

e. The Local Agencies shall develop an appropriate method for responding to 211 calls directed to it out of confusion or in error by Company subscribers.

f. The Local Agencies must be prepared to receive all calls to the 211 Dialing Code during normal business hours. To this end, the Local Agencies agree to subscribe to termination facilities and lines in sufficient quantities to provide adequate service to the public.

g. The Local Agencies shall comply with all present and future rules pertaining to the 211 abbreviated dialing code, including any and all requirements to relinquish the 211 Dialing Code in the event of a national assignment contrary to that made by the FPSC.

h. The Local Agencies are responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the 211 Dialing Code, and from all holders of copyrights, trademarks and patents used in connection with said service.

i. The Local Agencies shall respond promptly to any and all complaints lodged with any regulatory authority against the 211 Dialing Code. If requested by the Company, the Local Agencies shall assist the Company in responding to complaints made to the Company concerning the 211 Dialing Code.

j. The Local Agencies shall not promote the 211 Dialing Code with the use of an autodialer or broadcasting of tones that dial the 211 Dialing Code.

k. The Company can only make the 211 Dialing Code available to end users located in Company local exchanges. To establish the 211 Dialing Code to end users in non-Company local exchanges, the Local Agencies must make appropriate arrangements with the companies serving those local exchanges, even where Company subscribers may make local calls to the non-Company local exchanges.

l. The Local Agencies should work separately with Competitive Local Exchange Carriers ("CLEC") operating and serving customers in the Company's local exchanges to ascertain whether the 211 Dialing Code will be available to their end users.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

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N11 SERVICES

C. 211 SERVICE FOR COMMUNITY INFORMATION AND REFERRAL SERVICES *(Cont'd)*

3. Obligations of the Company

a. The Company shall provision the 211 Dialing Code within ninety (90) days of the Company's receipt of the Local Agencies' completed application(s) for service.

b. When a 211 Dialing Code call is placed by the calling party via interconnection with an inter-exchange carrier, the Company cannot guarantee the completion of the 211 call, the quality of the call or any features that may otherwise be provided with 211 Dialing Code.

c. The Company does not undertake to answer and forward 211 Service calls, but furnishes the use of its facilities to enable the Local Agencies to respond to such call at the Local Agencies' established call centers.

d. The rates charged for the 211 Dialing Code do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in service, nor does the Company undertake such responsibility. The Local Agencies shall make such operational tests as, in the judgment of the Local Agencies, are required to determine whether the Company's facilities are functioning properly for its use. The Local Agencies shall promptly notify the Company in the event the Company's facilities are not functioning properly.

4. Liability

a. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing the 211 Dialing Code, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the Local Agencies for the 211 Dialing Code and local exchange services for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect or failure in facilities occurs.

b. The Company has no liability for losses or damages caused by the negligence of the Local Agencies.

c. The Company's entire liability to any person for interruption or failure of the 211 Dialing Code shall be limited to the terms set forth in this section and other sections of this Tariff.

d. The FPSC's local assignment and the Local Agencies' use of the 211 Dialing Code are subject to preemption by the FCC. The Company shall not be liable to the Local Agencies for any damages the Local Agencies may incur that result from a national assignment of the 211 Dialing Code.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 80
Cancelling Original Sheet 80
Effective: August 2, 2001

N11 SERVICES

C. 211 SERVICE FOR COMMUNITY INFORMATION AND REFERRAL SERVICES (Cont'd)

5. Other Terms and Conditions

a. The 211 Dialing Code will not provide calling number information in real time to the Local Agencies. If this type of information is required, the Local Agencies must subscribe to compatible Caller ID service as described in Section A13 of this Tariff.

b. The 211 Dialing Code is provided solely for the benefit of the Local Agencies. The provision of the 211 Dialing Code by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the Local Agencies.

c. A written notice will be sent to the Local Agency following oral notification when its 211 service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of abbreviated dialing codes. If, after notification, the Local Agency makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the Local Agency is unwilling to accept the modifications, or if the Local Agency continues to cause service impairment, the Company reserves the right at any time, without further notice, to institute protective measures, up to and including termination of service.

d. In an emergency situation as determined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.

6. Rates and Charges

a. Subject to other terms and conditions of the Tariff, Company subscribers shall be able to make and Local Agencies shall be able to receive calls using the 211 Dialing Code as part of both parties' local exchange service. The 211 Dialing Code is supplemental to and is not a replacement for either party's local exchange service.

b. The Local Agencies shall pay a nonrecurring Central Office Charge for each company host central office out of which the 211 Dialing Code is established.

1) Some Company local exchanges are served by more than one host central office. In order to establish the 211 Dialing Code in such an exchange, the Local Agency shall pay a Central Office Charge for each host central office in the Company local exchange.

2) Some host central offices serve more than one Company local exchange. If the Local Agency makes applications to establish the 211 Dialing Code in multiple Company local exchanges served by the same host central office, then only one Central Office Charge shall apply. However, the Local Agency shall pay the full Central Office Charge whether or not it requests the 211 Dialing Code in all the Company local exchanges served by the host central office.

Tariff page revised 6/5/2006 to reflect company name change from Sprint to Embarq.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Third Revised Sheet 81
Cancelling Second Revised Sheet 81
Effective: June 4, 2004

N11 SERVICES

C. 211 SERVICE FOR COMMUNITY INFORMATION AND REFERRAL SERVICES (Cont'd)

6. Rates and Charges (Cont'd)

c. Where applicable, the Local Agency shall pay a nonrecurring Exclusion Charge.

1) When the Local Agency does not make contemporaneous applications to establish the 211 Dialing Code in every Company local exchange served by a host central office, the Local Agency shall pay an Exclusion Charge for each Company local exchange served by the host central office where the 211 Dialing Code is not established.

2) When a Company local exchange is once excluded, but the Local Agency later makes application to establish the 211 Dialing Code in the Company local exchange, then an Exclusion Charge shall again apply.

3) When the Approved Information and Referral Service Provider requests a different telephone number be translated to the 211 abbreviated dialing code in a participating central office other than the telephone number translated to the 211 abbreviated dialing code in the host central office.

d. The Local Agency shall pay a nonrecurring Number Change Charge when it makes application to change the telephone number into which the 211 Dialing Code is translated. The Number Change Charge shall be applied on a per telephone number, per host central office basis.

e. Applicable Service Order Charges as specified in Section A4 of the Tariff will apply in addition to the rates listed below.

f. Florida 211 Dialing Code Offering Non-Recurring Costs:

Rate Elements	Non-Recurring Rate
Central Office Charge(1)	$250.00
Exclusion Charge(2)	325.00
Number Change Charge	50.00

(1) This is applied at the host central office only, and covers all offices that are part of that host complex with a single translated number. If more than one translated number is desired, apply the charge as many times as there are numbers. Any given office must have one number translated to – this cost does not cover cases where the Local Agency wants two or more translated numbers. Such a case would require class marking or a database.

(2) This is applied at the host office only, and could cover any number of offices that would not have access to the 211 Dialing Code.

Tariff page revised 6/5/2006 to reflect company name change from Sprint to Embarq.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 82
Cancelling Original Sheet 82
Effective: July 15, 2002

N11 SERVICES

D. 511 SERVICE FOR TRAVEL INFORMATION SERVICES

1. *General*

a. The Federal Communications Commission ("FCC") has nationally assigned the three digit 511 abbreviated dialing code to traveler information services. In CC Docket 92-105, Order 00-236, the FCC concluded that a governmental entity may request 511 assignment from wireline providers in order to provide intelligent transportation systems and other transportation information. The FCC also concluded that state public utility commissions may continue to exercise jurisdiction over N11 codes to ensure that carriers comply with transportation agencies' requests to deploy 511 expeditiously.

b. The three digit 511 abbreviated dialing code the Approved Travel Information Service Provider ("511 Provider") for use in providing community travel information services to the public by way of voice grade facilities.

c. The Company makes the 511 abbreviated dialing code available to the 511 Provider as a tariffed, local calling area based service ("511 Service"). The 511 Service allows a Company subscriber to access the 511 Provider's call center by dialing only the 511 abbreviated dialing code using voice grade facilities. Subject to other terms and conditions of this tariff, Company subscribers shall be able to make and the 511 Provider shall be able to receive calls using the 511 Service as part of their local exchange services. The 511 Service is supplemental to and is not a replacement for either party's local exchange service.

d. All 511 abbreviated dialing code calls must be local in nature and will not result in any extended calling scope (ECS), $.20 EAS, intraLATA toll, interLATA long distance or pay-per-call charges to Company subscribers. However, 511 Service calls may result in measured service charges where Company subscribers' service plans include such charges as part of local measured service or home exchange service calling plans.

e. The 511 Service is not available for the following classes of service:

1. Hospital service.
2. Inmate Service.
3. 1+ and 0+ calling.
4. 0-operated assisted calling.
5. 101XXXXX calling.

Tariff page revised 6/5/2006 to reflect company name change from Sprint to Embarq.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Second Revised Sheet 83
Cancelling First Revised Sheet 83
Effective: September 20, 2003

N11 SERVICES

D. 511 SERVICE FOR TRAVEL INFORMATION SERVICES

2. Obligations of the Approved Travel Information Services Provider

a. The 511 Provider must submit a written application to the Company for 511 Service at the local exchange level. The 511 Provider may establish 511 Service in all or part of the Company's local exchanges.

b. The 511 Provider's written application to establish 511 Service in a Company local exchange must include the following:

1. The local, foreign exchange or toll free telephone number into which the Company should translate the dialed 511 abbreviated code. If the 511 Provider desires to change the telephone number into which the 511 abbreviated dialing code is translated, the 511 Provider must pay a Number Change Charge as found in Section A10.

2. A location description of the 511 Provider call center where 511 calls made from the Company local exchange will be routed.

3. For network sizing and protection, an estimate of annual call volumes and holding time for calls to the 511 Service.

c. Local Calling for Company Subscribers

1. The 511 Provider, in cooperation with the Company, will assure that all 511 Service calls are local and do not generate extended calling scope (ECS), $.20 EAS, intraLATA toll, interLATA long distance or pay-per-call charges for Company subscribers.

2. When the 511 Provider applies for 511 Service in a Company local exchange, the 511 Provider must supply the Company with a seven or ten digit telephone number that terminates within the Company local exchange's local calling area. The Company will translate the 511 digits into the telephone number provided by the 511 Provider.

3. When the 511 Provider applies for 511 Service in a Company local exchange and a 511 Provider call center is not located within the local exchange's local calling area, the 511 Provider must establish foreign exchange service or supply the Company with a toll free telephone number so that Company subscribers' 511 Service calls do not incur toll charges.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 84
Cancelling Original Sheet 84
Effective: July 15, 2002

N11 SERVICES

D. 511 SERVICE FOR TRAVEL INFORMATION SERVICES

2. Obligations of the Approved Travel Information Services Provider (Cont'd)

d. The 511 Provider is liable for and will indemnify, protect, defend and hold harmless the Company against all suits, actions, claims, demands and judgments, plus any expenses and counsel fees incurred by the Company on account thereof, whether suffered, made, instituted or asserted by the 511 Provider or any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the 511 Provider or others, arising out of or resulting directly or indirectly from the 511 Service.

e. The 511 Provider must develop an appropriate method for responding to 511 calls directed to it out of confusion or in error by Company subscribers.

f. The 511 Provider must subscribe to termination facilities and lines in sufficient quantities to provide adequate service to the public, and enable the 511 Provider to receive calls to the 511 Service during normal business hours.

g. The 511 Service is provided on the condition that the 511 Provider subscribes to termination facilities and lines in sufficient quantities to adequately handle calls to the 511 Service without interfering with or impairing any services offered by the Company. There will be one path available for each line to which to 511 Provider subscribes.

h. The 511 Provider must comply with all present and future state and federal rules pertaining to abbreviated dialing codes.

i. The 511 Provider is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the 511 Service. The 511 Provider is also responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all holders of copyrights, trademarks and patents used in connection with the said service.

j. The 511 Provider must respond promptly to all complaints lodged with any regulatory authority against the 511 Service. If requested by the Company, the 511 Provider must assist the Company in responding to complaints made to the Company concerning the 511 Service.

k. The 511 Provider shall not promote the 511 Service with the use of an autodialer or broadcasting of tones that dial the 511 abbreviated dialing code.

Tariff page revised 6/5/2006 to reflect company name change from Sprint to Embarq.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 85
Cancelling Original Sheet 85
Effective: July 15, 2002

N11 SERVICES

D. 511 SERVICE FOR TRAVEL INFORMATION SERVICES

2. Obligations of the Approved Travel Information Services Provider (Cont'd)

l. The 511 Service is available only to end users located in Company local exchanges. To establish 511 calling to end users in non-Company local exchanges, the 511 Provider must make appropriate arrangements with the companies serving those local exchanges, even where Company subscribers may make local calls to the non-Company local exchanges.

m. The 511 Provider must work separately with competitive local exchange carriers ("CLECs") operating and serving customers in the Company's local exchanges to ascertain whether 511 abbreviated dialing will be available to their end users.

3. Obligations of the Company

a. The Company will establish the 511 Service within ninety days after receipt of the 511 Provider's completed application(s) for service or the effective date of this tariff, whichever is later.

b. When a 511 Service call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said 511 Service call, the quality of the call or any features that may otherwise be provided with 511 Service.

c. The Company does not undertake to answer and forward 511 Service calls but furnishes the use of its facilities to enable the 511 Provider to respond to such calls at the 511 Provider established call centers.

d. The rates charged for 511 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in service, nor does the Company undertake such responsibility. The 511 Provider must conduct such operational tests as, in the judgment of the 511 Provider, are required to determine whether the Company's facilities are functioning properly for its use. The 511 Provider must promptly notify the Company in the event the Company's facilities are not functioning properly.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 86
Cancelling Original Sheet 86
Effective: July 15, 2002

N11 SERVICES

D. 511 SERVICE FOR TRAVEL INFORMATION SERVICES

4 Liability

a. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing 511 Service, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the 511 Provider for the 511 Service and local exchange services for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect or failure in facilities occurs.

b. The Company is not liable for any losses or damages caused by the negligence of the 511 Provider.

c. The Company's entire liability to any person for interruption or failure of the 511 Service is limited to the terms set forth in this and other sections of this Tariff.

5. Other Terms and Conditions

a. The 511 Service will not provide calling number information in real time to the 511 Provider. If this type of information is required, the 511 Provider must subscribe to compatible Caller ID service as described in Section 13 of this tariff. The Caller ID service will only provide calling number information as described in Section 13 of this tariff.

b. The 511 Service is provided solely for the benefit of the 511 Provider. The provision of the 511 Service by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the 511 Provider.

c. A written notice will be sent to the 511 Provider following oral notification when its 511 Service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of abbreviated dialing codes. If after notification the 511 Provider makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the 511 Provider is unwilling to accept the modifications, or if the 511 Provider continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service.

d. In an emergency situation as determined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Third Revised Sheet 87
Cancelling Second Revised Sheet 87
Effective: July 12, 2005

N11 SERVICES

D. 511 SERVICE FOR TRAVEL INFORMATION SERVICES

6. Rates and Charges

a. A Central Office Charge applies for each Company host central office out of which the 511 Provider orders 511 Service, as follows:

1. When a Company local exchange is served by more than one host central office, a Central Office Charge is applicable for each host central office in that local exchange.

2. If the 511 Provider establishes 511 Service in multiple Company local exchanges served by the same host central office, only one Central Office Charge applies.

b. An Exclusion Charge in lieu of a Central Office Change applies for the establishment of 511 Service as follows:

1. When the 511 Provider does not make simultaneous applications to establish 511 Service in every Company local exchange served by a host central office, the 511 Provider must pay an Exclusion Charge per host central office if any local exchange(s) are excluded from the translation.

2. When a Company local exchange is once excluded, but the 511 Provider later makes application to establish 511 Service in the Company local exchange, then an Exclusion Charge applies per host central office when a local exchange continues to be excluded from the translation.

3. When the 511 Provider requests a different telephone number be translated to the 511 abbreviated dialing code in a participating Company local exchange other than the telephone number translated to the 511 abbreviated dialing code in the host central office, then an Exclusion Charge applies per host central office.

c. A Number Change Charge applies when the 511 Provider applies to change the telephone number into which the 511 abbreviated dialing code is translated. The Number Change Charge is applied on a per telephone number, per host central office basis.

Tariff page revised 6/5/2006 to reflect company name change from Sprint to Embarq.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Second Revised Sheet 88
Cancelling First Revised Sheet 88
Effective: July 8, 2005

N11 SERVICES

D. 511 SERVICE FOR TRAVEL INFORMATION SERVICES

6. Rates and Charges (Cont'd)

d. When translating the seven or ten digit number to the 511 abbreviated dialing code, applicable Service Ordering Charges as specified in Section 4 of this tariff will apply as follows, in addition to the rates listed below.

1. A business rate Primary Service Ordering Charge per order, as found in Section 4.E.1. of this tariff.

2. A business rate Access Line Charge per translated number as found in Section 4.E.1 of this tariff.

e. Rates:

	Non-Recurring Charge
Central Office Charge (per host Central Office)	$ 250.00
Exclusion Charge (per host Central Office)	325.00
Number Change Charge (per telephone number)	50.00

Tariff page revised 6/5/2006 to reflect company name change from Sprint to Embarq.

Embarq Florida, Inc.

By: F. B. Poag
Director

N11 SERVICES

E. NON-EMERGENCY 311 SERVICE (T)

1. General

   a. Non-Emergency 311 Service (NE311) is a local telephone exchange communications service which allows Company subscribers to reach non-emergency local government services by dialing an abbreviated telephone number. The Federal Communications Commission (FCC) reserved the abbreviated telephone number, 3-1-1, for non-emergency access to public services. NE311 Service is an optional service which may be purchased by a local municipality, state or local governmental unit to whom authority has been lawfully delegated. The NE311 Service Provider must be granted authority by the appropriate city, county, or state officials to provide the service.

   b. NE311 Service allows a Company subscriber to access an approved NE311 Service Provider by dialing only the 311 abbreviated dialing code. Subject to other terms and conditions of this Tariff, Company subscribers shall be able to make and the NE311 Service Provider shall be able to receive calls using the NE311 Service as part of their local exchange services. The NE311 Service is supplemental to and is not a replacement for either party's local exchange service.

   c. All NE311 Service calls must be local in nature and shall not result in any intraLATA toll, interLATA long distance or pay-per-call charges to Company subscribers. However, NE311 Service calls may result in local measured service charges where Company subscribers' service plans include such charges as part of Home and Extended Area Service (EAS) exchange calling. NE311 Service calls are not permitted where local calling is restricted.

   d. The NE311 Service is not available for the following classes of service: inmate service, 1+ and 0+ calling, 0- operated assisted calling and 101XXXX calling. NE311 Service is otherwise available wherever local service is accessible.

   e. Only calls originating within a NE311 Service Provider's area of jurisdiction (the "NE311 Service Area") will be routed to a call center/answering point designated by the NE311 Service Provider. There can be only one NE311 Service Provider in each geographic area. NE311 Service areas may not overlap. This assures that NE311 calls from a telephone line within a NE311 Service Area can be routed to a unique NE311 call center/answering point.

   f. NE311 Service is offered subject to the availability of facilities.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 90
Cancelling Original Sheet 90
Effective: January 3, 2004

N11 SERVICES

E. NON-EMERGENCY 311 SERVICE (Cont'd)

2. Obligations of the Non-Emergency 311 Service Provider

a. The NE311 Service Provider must submit a written application for NE311 Service on a Company local exchange by local exchange basis. The NE311 Service Provider may establish NE311 Service in all or part of the Company's local exchanges.

b. The NE311 Service Provider's written application to establish NE311 Service in a Company local exchange shall include the following:

1) The unpublished local telephone number into which the Company is to translate the dialed NE311 abbreviated code. If the NE311 Service Provider desires to change the telephone number into which the NE311 abbreviated dialing code is translated in an exchange, then the NE311 Service Provider must pay the Number Change Charge specified in Section E.7.h.(1)(c).

2) A location description of the NE311 Service Provider call center where NE311 calls made from the Company local exchange will be routed.

3) For network sizing and protection, an estimate of annual call volumes, the expected busy hour and holding time for each call to the NE311 Service.

4) An acknowledgment of the possibility that the assignment of the NE311 abbreviated dialing code may be recalled at any time. The assignment of the dialing code is provided on a first come first served basis.

c. Local Calling for Company Subscribers

1) The NE311 Service Provider, in cooperation with the Company, shall assure that all NE311 Service calls are local in nature and do not generate local, intraLATA toll, interLATA long distance or pay-per-call charges for Company subscribers.

2) When the NE311 Service Provider makes application for NE311 Service in a Company local exchange, the NE311 Service Provider shall supply the Company with an unpublished seven or ten digit telephone number that terminates within the Company local exchange or one of the local exchange's EAS exchanges. The Company's exchange facilities will translate the dialed NE311 dialing code into the telephone number the NE311 Service Provider provides once NE311 Service is established in the local exchange.

3) When the NE311 Service Provider makes application for NE311 Service in a Company local exchange and a NE311 Service Provider call center is not located within the local exchange or one of the local exchange's EAS exchanges, then the NE311 Service Provider shall establish foreign exchange service or supply the Company with a toll free telephone number so that Company subscribers' NE311 Service calls remain local in nature.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 91
Cancelling Original Sheet 91
Effective: January 3, 2004

N11 SERVICES

E. NON-EMERGENCY 311 SERVICE (Cont'd)

2. Obligations of the Non-Emergency 311 Service Provider (Cont'd)

d. The NE311 Service Provider is liable for and will indemnify, protect, defend and hold harmless the Company against all suits, actions, claims, demands and judgments, plus any expenses and counsel fees incurred by the Company on account thereof, whether suffered, made, instituted or asserted by the NE311 Service Provider or any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the N11 Service Provider or others, arising out of or resulting directly or indirectly from the NE311 Service.

e. The NE311 Service Provider must develop an appropriate method for responding to NE311 calls directed to it out of confusion or in error by Company subscribers. This includes calls from customers that reside within the Company local exchange but outside the legally designated jurisdiction of the NE311 Service Provider (i.e. exchange boundaries that cross county borders.)

f. The NE311 Service Provider must be prepared to receive all calls to the NE311 Service during normal business hours. To this end, the NE311 Service Provider agrees to subscribe to termination facilities and lines in sufficient quantities to provide adequate service to the public.

g. NE311 Service is provided on the condition that the NE311 Service Provider subscribes to termination facilities and lines in sufficient quantities to adequately handle calls to the NE311 Service without interfering with or impairing any services offered by the Company. For each line subscribed to by the NE311 Service Provider, there will be one path available.

h. The NE311 Service Provider must comply with all present and future rules pertaining to abbreviated dialing codes.

i. The NE311 Service Provider is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the 311 Service, and from all holders of copyrights, trademarks and patents used in connection with the said service.

j. The NE311 Service Provider must respond promptly to any and all complaints lodged with any regulatory authority against the NE311 Service. If requested by the Company, the NE311 Service Provider shall assist the Company in responding to complaints made to the Company concerning the NE311 Service.

k. The NE311 Service Provider shall not promote the NE311 Service with the use of an autodialer or broadcasting of tones that dial the NE311 abbreviated dialing code.

Tariff page revised 6/5/2006 to reflect company name change from Sprint to Embarq.

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 92
Cancelling Original Sheet 92
Effective: January 3, 2004

N11 SERVICES

E. NON-EMERGENCY 311 SERVICE (Cont'd)

2. Obligations of the Non-Emergency 311 Service Provider (Cont'd)

l. The Company can only make NE311 Service available to end users located in Company local exchanges. To establish NE311 calling to end users in non-Company local exchanges, the NE311 Service Provider must make appropriate arrangements with the companies serving those local exchanges, even where Company subscribers may make local calls to the non-Company local exchanges.

m. The NE311 Service Provider must work separately with competitive local exchange carriers operating and serving customers in the Company's local exchanges to ascertain whether NE311 abbreviated dialing will be available to their end users.

n. In the event that an end user mis-dials and reports an emergency by dialing 311, the NE311 Service Provider agrees to release, indemnify, defend, and save harmless the Company from claims, suits, actions, damages, costs, judgments, actions of every name and description arising out of or due to acts or omissions of the NE311 Service Provider, its agents and its employees while answering and dispatching 311 calls.

3. Obligations of the Company

a. The Company shall provision the NE311 Service within ninety days of the Company's receipt of the NE311 Service Provider's completed application(s) for service. If the Company receives an application from an approved NE311 Service Provider prior to the effective date of this tariff, the Company will provision the 311 Service within ninety days of the effective date of the tariff.

b. When an NE311 Service call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said NE311 Service call, the quality of the call or any features that may otherwise be provided with NE311 Service.

c. The Company will route NE311 calls originating from end users on the Company's local exchange network whether they purchase service directly from the Company or from another provider reselling Company service. Otherwise, the Company is not responsible for establishing NE311 Service for calls originating from other telecommunications providers.

d. The Company does not undertake to answer and forward NE311 Service calls but furnishes the use of its facilities to enable the NE311 Service Provider to respond to such calls at NE311 Service Provider established call centers.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 93
Cancelling Original Sheet 93
Effective: January 3, 2004

N11 SERVICES

E. NON-EMERGENCY 311 SERVICE (Cont'd)

3. Obligations of the Company (Cont'd)

e. The rates charged for NE311 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in service, nor does the Company undertake such responsibility. The NE311 Service Provider shall make such operational tests as, in the judgment of the NE311 Service Provider, are required to determine whether the Company's facilities are functioning properly for its use. The NE311 Service Provider shall promptly notify the Company in the event the Company's facilities are not functioning properly.

f. NE311 Service is furnished subject to all operating failures and interruptions, including, but not limited to, equipment breakdowns, errors, defects, malfunctions and interruptions of service experienced in the regular telephone exchange system. The rates provided for this service are subject to the limitations which appear in this section and in other applicable sections of this and other tariffs. The Company does not undertake to provide a higher level of service reliability and quality than the telephone exchange service being provided in the exchange that NE311 Service is offered.

4. Liability

a. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing NE311 Service, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the NE311 Service Provider for the NE311 Service and local exchange services for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect or failure in facilities occurs. The Company has no liability for losses or damages caused by the negligence of the NE311 Service Provider.

b. The Company's entire liability to any person for interruption or failure of the NE311 Service shall be limited to the terms set forth in this section and other sections of this Tariff.

c. The local assignment and the NE311 Service Provider's use of the 311 abbreviated dialing code is subject to preemption by the Federal Communications Commission. The Company shall not be liable to the NE311 Service Provider for any damages the NE311 Service Provider may incur that results from a national assignment of the 311 abbreviated dialing code.

d. The Company accepts no responsibility for obtaining subscriber record information from telephone end users.

e. The Company will make every effort to route NE311 calls to the appropriate NE311 Service Provider calling center, however, the Company will not be held responsible for routing mistakes or errors.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 94
Cancelling Original Sheet 94
Effective: January 3, 2004

N11 SERVICES

E. NON-EMERGENCY 311 SERVICE (Cont'd)

5. Other Terms and Conditions

a. The NE311 Service will not provide calling number information in real time to the NE311 Service Provider. If this type of information is required, the NE311 Service Provider must subscribe to compatible Caller ID service as described in Section 13 of this tariff.

b. The NE311 Service is provided solely for the benefit of the NE311 Service Provider. The provision of the NE311 Service by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the NE311 Service Provider.

c. A written notice will be sent to the NE311 Service Provider following oral notification when its NE311 Service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of abbreviated dialing codes. If after notification the NE311 Service Provider makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the NE311 Service Provider is unwilling to accept the modifications, or if the NE311 Service Provider continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.

6. Optional Features

a. Call Summary Report: The NE311 Service Provider may choose to receive a monthly call summary report that provides the NE311 Service Provider with a summary of their NE311 traffic. The data is delivered using electronic mail distribution to the NE311 Service Provider and is reported as the number of calls by central office by month.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Second Revised Sheet 95
Cancelling First Revised Sheet 95
Effective: July 12, 2005

N11 SERVICES

E. NON-EMERGENCY 311 SERVICE (Cont'd)

7. Rates

a. The nonrecurring charges associated with the initial NE311 Service establishment are specified in E.7.h. following. These are one-time charges which apply only when the NE311 Service Provider establishes or modifies NE311 Service.

b. The NE311 Service Provider shall pay a nonrecurring Central Office Charge for each Company host central office out of which NE311 Service is established.

1) Some Company local exchanges are served by more than one host central office. In order to establish NE311 Service in such an exchange, the NE311 Service Provider shall pay a Central Office Charge for each host central office in the Company local exchange.

2) Some host central offices serve more than one Company local exchange. If the NE311 Service Provider makes applications to establish NE311 Service in multiple Company local exchanges served by the same host central office, then only one Central Office Charge shall apply. However, the full Central Office Charge applies whether or not the NE311 Service Provider requests NE311 Service in all the Company local exchanges served by that host central office.

c. An Exclusion Charge Applies in lieu of a Central Office Charge for the establishment of NE311 Service as follows:

1) When the NE311 Service Provider does not simultaneously establish NE311 Service in every Company local exchange served by a host central office, the NE311 Service Provider shall pay an Exclusion Charge per host central office if any local exchange(s) are excluded from the translation.

2) When a Company local exchange is once excluded, but the NE311 Service Provider later applies to establish NE311 Service in the Company local exchange, an Exclusion Charge again applies per host central office when a local exchange continues to be excluded from the translation.

3) When the NE311 Service Provider requests a different telephone number be translated to the 311 abbreviated dialing code in a participating Company local exchange other than the telephone number translated to the 311 abbreviated dialing code in the host central office, then an Exclusion Charge applies per host central office.

d. A nonrecurring Number Change Charge applies when the NE311 Service Provider changes the telephone number into which the NE311 abbreviated dialing code is translated. The Number Change Charge shall be applied on a per telephone number, per host central office basis.

e. Applicable service ordering charges as specified in Section 4 of this tariff will apply in addition to the rates listed below.

f. The charges associated with the Call Summary Report are monthly charges.

g. The minimum service period for NE 311 Service is one month.

Tariff page revised 6/5/2006 to reflect company name change from Sprint to Embarq.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Second Revised Sheet 96
Cancelling First Revised Sheet 96
Effective: July 8, 2005

N11 SERVICES

E. NON-EMERGENCY 311 SERVICE (Cont'd)

7. Rates (Cont'd)

h. Rates

1. Basic Service

		Nonrecurring Charge
(a)	Central Office Charge (per host Central Office)	$ 250.00
(b)	Exclusion Charge (per host Central Office)	325.00
(c)	Number Change Charge (per telephone number)	50.00

Tariff page revised 6/5/2006 to reflect company name change from Sprint to Embarq.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

SECTION A10

By: F. B. Poag
Director

Original Sheet 97
Effective: July 1, 2006

N11 SERVICES

F. 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS

1. General

a. 811 Dialing Code ("811 Service") is a three digit local dialing arrangement for telephone voice transmission access to all certified "One Call" notification systems entities as a toll free call. The Federal Communications Commission (FCC) assigned 811 dialing code for nationwide access to One Call Notification Systems.

b. *The three digit 811 abbreviated dialing* One Call Notification code is assigned to the Approved "811 Provider" for use in providing One Call notification services to the public by way of voice grade facilities.

c. 811 is available from Embarq Florida, Inc. (the Company) within the Company's service area only. To provide access to 811 to end users in another company service area or to a Competitive Local Exchange Carrier (CLEC) end users within the local calling area, *the 811 Provider must make appropriate arrangements with* the other company or CLEC serving that territory. The 811 Provider should work separately with competing local providers to ascertain that its end user customers will be able to reach relay services provided by dialing 811.

d. All 811 abbreviated dialing code calls must be local in nature and will not result in any expanded calling scope (ECS), $.20 EAS, IntraLATA toll, interLATA long distance or pay-per-call charges to Company subscribers. However, *811 Service* calls may result in measured service charges where Company subscribers' service plans include such charges as part of local measured service or local exchange service calling plans.

e. The 811 Service is not available for the following classes of service: inmate service, 1+ and 0+ calling, 0- operator assisted calling and 101XXXX calling. 811 Service is otherwise available wherever local service is accessible.

Tariff page revised 6/5/2006 to reflect company name change from Sprint to Embarq.

N11 SERVICES

F. 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (Cont'd)

2. Obligations of the Approved "ONE CALL" Notification Systems Provider

a. The 811 Provider must submit a written application to the Company for 811 Service at the local exchange level. The 811 Provider may establish 811 Service in all or part of the Company's local exchanges. There may be only one 811 Provider per exchange.

b. The 811 Provider's written application to establish 811 Service in a Company local exchange must include the following:

1. The local, foreign exchange or toll free telephone number into which the Company should translate the dialed 811 abbreviated code. If the 811 Provider desires to change the telephone number into which the 811 abbreviated dialing code is translated, the 811 Provider must pay a Number Change Charge as found in Section F.6.f.

2. A location description of the 811 Provider call center where 811 calls made from the Company local exchange will be routed.

3. For network sizing and protection, an estimate of annual call volumes and holding time for calls to the 811 Service.

4. An acknowledgment of the Possibility that the Commission's assignment of the 811 abbreviated dialing code may be recalled at any time.

c. Local Calling for Company Subscribers

1. The 811 Provider, in cooperation with the Company, will assure that all 811 Service calls are local and do not generate extended calling scope (ECS), $.20 EAS, intraLATA toll, interLATA long distance or pay-per-call charges for Company subscribers.

2. When the 811 Provider applies for 811 Service in a Company local exchange, the 811 Provider must supply the Company with a seven or ten digit telephone number that terminates within the Company local exchange's local calling area. *The Company will translate the 811 digits into the telephone number* provided by the 811 Provider.

3. When the 811 Provider applies for 811 Service in a Company local exchange and a 811 Provider call center is not located within the local exchange's local calling area, the 811 Provider must establish Foreign Exchange Service or supply the Company with a toll free telephone number so that Company subscribers' 811 Service calls do not incur toll charges.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 99
Cancelling Original Sheet 99
Effective: February 3, 2007

N11 SERVICES

F. 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (Cont'd)

2. Obligations of the Approved "ONE CALL" Notification Systems Provider (Cont'd)

d. **In no event shall the Company be liable for any losses or damages of any kind *resulting from the unavailability of its equipment* or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this service, or any personal injury to or death of any person, or damage or destruction of real or personal property. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the subscriber. The Company will not be liable for any consequential, incidental, or indirect damages for any cause of action, whether in contract or tort, whether or not there was an awareness or should have been an awareness of the possibility of these damages.** (T) (T)

e. The 811 Provider **must prevent or respond** to 811 calls directed to it out of confusion or in error by Company subscribers. (T)

f. The 811 Provider must subscribe to termination facilities and lines in sufficient quantities to provide adequate service to the public, and enable the 811 Provider to receive calls to the 811 Service during normal business hours.

g. The 811 Service is provided on the condition that the 811 Provider subscribes to termination facilities and lines in sufficient quantities to adequately handle calls to the 811 Service without interfering with or impairing any services offered by the Company. There will be one path available for each line to which the 811 Provider subscribes.

h. The 811 Provider must comply with all present and future state and federal rules pertaining to abbreviated dialing codes.

i. The 811 Provider is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the 811 Service. The 811 Provider is also responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all holders of copyrights, trademarks and patents used in connection with the said service.

j. **If** requested by the Company, the 811 Provider must assist the Company in responding to complaints made to the Company **or a Regulatory authority** concerning the 811 Service. (T) (T)

(D)
(D)

Tariff page revised 6/5/2006 to reflect company name change from Sprint to Embarq.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 100
Cancelling Original Sheet 100
Effective: February 3, 2007

N11 SERVICES

F. 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (Cont'd)

2. Obligations of the Approved "ONE CALL" Notification Systems Provider (Cont'd)

l. The 811 Service is available only to end users located in Company local exchanges. To establish 811 calling to end users in non-Company exchanges, the 811 Provider must make appropriate arrangements with the companies serving those exchanges, even where Company subscribers may make local calls to the non-Company exchanges.

m. The 811 Provider must work separately with competitive local exchange carriers ("CLECs") operating and serving customers in the Company's local exchanges to ascertain whether 811 abbreviated dialing will be available to their end users.

3. Obligations of the Company

a. The Company will establish the 811 Service within ninety days after receipt of the 811 Provider's completed application(s) for service or the effective date of this Tariff, whichever is later.

b. When an 811 Service call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said 811 Service call, the quality of the call or any features that may otherwise be provided with 811 Service.

c. The Company will route 811 calls originating from end users on the Company's local exchange network whether they purchase service directly from the Company or from another provider reselling company service. Otherwise, the Company is not responsible for establishing 811 Service for calls originating from other telecommunications providers.

d. The Company does not undertake to answer and forward 811 Service calls but furnishes the use of its facilities to enable the 811 Provider to respond to such calls at the 811 Provider established call centers.

e. The rates charged for 811 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in service, nor does the Company undertake such responsibility. **It is the 811 Provider's responsibility to ascertain whether the Company's facilities are functioning as required to meet their service needs.** The 811 Provider must promptly notify the Company in the event the Company's facilities are not functioning properly. (T) (T)

Tariff page revised 6/5/2006 to reflect company name change from Sprint to Embarq.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
First Revised Sheet 101
Cancelling Original Sheet 101
Effective: February 3, 2007

N11 SERVICES

F. 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (Cont'd)

4. Liability

a. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing 811 Service, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the 811 Provider for the 811 Service and local exchange services for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect or failure in facilities occurs.

b. The Company is not liable for any losses or damages caused by the negligence of the 811 Provider.

c. The Company's entire liability to any person for interruption or failure of the 811 Service is limited to the terms set forth in this and other sections of this Tariff.

d. The Commission's local assignment and the 811 Service Provider's use of the 811 abbreviated dialing code is subject to preemption by the Federal Communications Commission. The Company shall not be liable to the 811 Service Provider for any damages the 811 Service Provider may incur that results from a national assignment of the 811 abbreviated dialing code.

e. The Company will make every effort to route 811 calls to the appropriate 811 Service Provider calling center, however, the Company will not be held responsible for routing mistakes or errors.

5. Other Terms and Conditions

a. The 811 Service will not provide calling number information in real time to the 811 Provider. If this type of information is required, the 811 Provider must subscribe to compatible Caller ID service as described in Section 13 of this Tariff. The Caller ID service will only provide calling number or name and number information as described in Section 13 of this Tariff. **Calling number information will be delivered to the 811 Provider in the same manner that it is delivered to any toll free number. The 811 Provider's equipment will determine whether the numbers delivered in this manner will display.** (T) (T)

b. The 811 Service is provided for the benefit of the 811 Provider. The provision of the 811 Service by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the 811 Provider.

Tariff page revised 6/5/2006 to reflect company name change from Sprint to Embarq.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

SECTION A10

By: F. B. Poag
Director

Original Sheet 102
Effective: July 1, 2006

N11 SERVICES

F. 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (Cont'd)

5. Other Terms and Conditions (Cont'd)

c. A written notice will be sent to the 811 Provider following oral notification when its 811 Service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of abbreviated dialing codes. If after notification the 811 Provider makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the 811 Provider is unwilling to accept the modifications, or if the 811 Provider continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service.

d. In an emergency situation as determined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.

6. Rates and Charges

a. A Central Office Charge applies for each Company host central office out of which the 811 Provider orders 811 Service, as follows:

1. When a Company local exchange is served by more than one host central office, a Central Office Charge is applicable for each host central office in that local exchange.

2. If the 811 Provider establishes 811 Service in multiple Company local exchanges served by the same host central office, only one Central Office Charge applies. However, the full Central Office Charge applies whether or not the 811 Service Provider requests 811 Service in all the Company local exchanges served by that host central office.

Tariff page revised 6/5/2006 to reflect company name change from Sprint to Embarq.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc. SECTION A10

By: F. B. Poag
Director

Original Sheet 103
Effective: July 1, 2006

N11 SERVICES

F. 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (Cont'd)

6. Rates and Charges (Cont'd)

a. A Central Office Charge applies for each Company host central office out of which the 811 Provider orders 811 Service, as follows:

1. When a Company local exchange is served by more than one host central office, a Central Office Charge is applicable for each host central office in that local exchange.

2. If the 811 Provider establishes 811 Service in multiple Company local exchanges served by the same host central office, only one Central Office Charge applies. However, the full Central Office Charge applies whether or not the 811 Service Provider requests 811 Service in all the Company local exchanges served by that host central office.

b. An Exclusion Charge applies for the establishment of 811 Service as follows:

1. When the 811 Provider does not make simultaneous applications to establish 811 Service in every Company local exchange served by a host central office, the 811 Provider must pay an Exclusion Charge for each Company local exchange served by the host central office where 811 Service is not established.

2. When a Company local exchange is once excluded, but the 811 Provider later makes application to establish 811 Service in the Company local exchange, then an Exclusion Charge again applies for each local exchange that continues to be excluded.

3. When the 811 Provider requests a different telephone number be translated to the 811 abbreviated dialing code in a participating central office than the telephone number translated to the 811 abbreviated dialing code in the host central office.

c. A Number Change Charge applies when the 811 Provider established service or applies to change the telephone number into which the 811 abbreviated dialing code is translated. The Number Change Charge is applied on a per telephone number, per host central office basis.

Tariff page revised 6/5/2006 to reflect company name change from Sprint to Embarq.

GENERAL EXCHANGE TARIFF

Embarq Florida, Inc.

By: F. B. Poag
Director

SECTION A10
Second Revised Sheet 104
Cancelling First Revised Sheet 104
Effective: July 22, 2006

N11 SERVICES

F. 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (Cont'd)

6. Rates and Charges (Cont'd)

d. When translating the seven or ten digit number to the 811 abbreviated dialing code, applicable Service Ordering Charges as specified in Section 4 of this Tariff will apply as follows, in addition to the rates listed in Section F.6.f. below.

e. The minimum service period for 811 Service is one month.

f. Rates:

	Nonrecurring Charge	
Central Office Charge [1]	$ 250.00	(D)
Exclusion Charge [2] (per Exchange)	325.00	
Number Change Charge	50.00	(D)

g. 811 Service will not be available for sale until January 2007.

(1) This is applied at the host central office only, and covers all offices that are part of that host complex with a single translated number. If more than one translated number is desired, apply the charge as many times as there are numbers. Any given office must have one number translated to – this cost does not cover cases where the Local Agency wants two or more translated numbers. Such a case would require class marking or a database.

(2) This is applied at the host office only, and could cover any number of offices that would not have access to the 811 Service.

Tariff page revised 6/5/2006 to reflect company name change from Sprint to Embarq.

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: Carey Spence-Lenss

PARTY: Intrado

DESCRIPTION: Public Utilities Commission of the State of California Final Arbitrator'sReport (California Order), attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 23
COMPANY Intrado
WITNESS Carey Spence-Lenss (CSL-10)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # CSL-10

DOT/tcg 8/24/2001

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Petition of SCC Communications Corp. for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with SBC Communications Inc.	Application 00-12-025 (Filed December 20, 2000)

FINAL ARBITRATOR'S REPORT

I. Background

On December 20, 2000, SCC Communications Corporation (SCC)[1] filed a petition for arbitration of an interconnection agreement (ICA or agreement) with SBC Communications Inc. (SBC) pursuant to Section 252(b) of the Telecommunications Act of 1996 (Act) and the Commission's Arbitration Rules set forth in Resolution ALJ-181.[2]

On March 27, 2000, SCC requested that SBC enter into negotiations for an ICA in Texas. SCC later decided to pursue a multi-state interconnection agreement with SBC, which would include interconnection with SBC's

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[1] At the hearing on this matter, SCC disclosed that it has since changed its name to Intrado. To avoid confusion, I will continue to refer to the applicant by the name of SCC under which it filed the application.

[2] Resolution ALJ-181, adopted October 5, 2000, sets forth "Revised Rules Governing Filings Made Pursuant to the Telecommunications Act of 1996."

subsidiary, Pacific Bell Telephone Company (Pacific) in California.[3] The parties continued to engage in negotiations from March 2000 to December 2000, and agreed to extend the deadline for filing a petition of arbitration.[4] I find that SCC's application and request for arbitration was timely filed.

In its filings in this petition for arbitration, SCC states that it provides competitive telecommunications services in 19 states and the District of Columbia, and it has applications pending to provide telecommunications services in 13 other states, including California.[5] SCC states that its services facilitate, enhance, and advance the provision of emergency services by aggregating and transporting traditional and non-traditional emergency call traffic from end users of wireline, wireless, and telematics[6] service providers.

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[3] In its motion and response, Pacific notes that it, and not its parent company SBC, is the appropriate party with which a requesting telecommunications carrier may seek interconnection in the state of California. Consequently, the arbitrator's report will hereinafter refer to Pacific rather than SBC.

[4] Attachment 29 of the Application (A.) 00-12-025 contains a memorandum of understanding between the parties that extends the deadline for filing for arbitration to December 5, 2000. SCC's petition for arbitration was submitted to the Commission on December 4, 2000 but was not formally accepted until December 20, 2000 because SCC was required to file a certificate of public convenience and necessity (CPCN) application in order to request arbitration in California per Commission rules. SCC's CPCN application was filed on December 15, 2000.

[5] In A.00-12-016, SCC requests a CPCN to provide facilities-based and resold local exchange services in California. That application is currently pending.

[6]According to SCC, "telematics" devices combine electronic sensors, wireless communications technologies, and/or location determination technologies. Typically, these devices are supported by a call center operated by a telematics service provider that provides concierge type services such as driving directions, reservations and roadside assistance. (See Direct Testimony of Cynthia Clugy (Exhibit 1), pg. 13-14.) Telematics service providers include On Star and AAA Response. (SCC Brief, 7/5/01, pg. 4.)

SCC delivers 9-1-1 calls and other emergency call traffic to incumbent local exchange carriers' Selective Routing Tandems for transport to the appropriate Public Safety Answering Point (PSAP).

SCC does not currently have an ICA with Pacific. The petition for arbitration lists numerous unresolved issues arising during the negotiations between SCC and Pacific.

On December 27, 2000, Pacific filed a motion to dismiss the petition for lack of jurisdiction. Pacific claims that SCC is not a "telecommunications carrier" as set forth in Section 153(44) of the Act, and is therefore not entitled to invoke a state utility commission's jurisdiction to arbitrate interconnection agreements. SCC responded in opposition to this motion on January 9, 2001. Pacific filed a reply to SCC's opposition on January 16, 2001.

According to the Commission's arbitration rules, a response to the petition for arbitration is due 25 days after the filing of the arbitration request. The assigned arbitrator, ALJ Jones, suspended the filing of a response to SCC's petition for arbitration until the Commission acted on Pacific's motion to dismiss. On January 17, 2001, the petition for arbitration was reassigned from ALJ Jones to ALJ Duda. At the same time, the parties requested a continuance of the matter for several weeks so they could engage in settlement discussions.

Because the parties were not able to resolve all of their disputed issues, ALJ Duda proceeded to review the case and issued a ruling on April 25, 2001 denying Pacific's motion for dismissal. The ruling stated that if SCC's contentions regarding the nature of its service offerings could be supported by evidence submitted at an arbitration hearing, then SCC would be considered a

"telecommunications carrier" under the Act and could request interconnection. The ruling also set a further schedule for the arbitration.[7]

SCC filed testimony in support of its arbitration request on May 8, 2001. Pacific filed a response and its testimony on June 4, 2001. The response indicated that despite their continued disagreement over whether SCC is a "telecommunications carrier" entitled to interconnection, the parties had continued to negotiate their other unresolved issues and had reached resolution on each of the substantive issues raised in the arbitration request. Thus, the threshold issue of jurisdiction raised by Pacific's motion to dismiss is the only issue remaining for decision in this arbitration. Despite disagreement on the threshold issue, Pacific attached to its response the parties' proposed ICA should the Commission conclude that SCC is a telecommunications carrier entitled to request interconnection.[8]

An initial arbitration meeting was held on June 11, 2001 and an arbitration hearing was held on June 27, 2001. Parties filed briefs on July 5, 2001 and reply briefs on July 10, 2001.

II. Pacific's Position

In its motion to dismiss, Pacific states that only "telecommunications carriers" may seek arbitration under the Act. Pacific provides the following definitions from the Telecommunications Act of 1996 (1996 Act) regarding what constitutes a "telecommunications carrier:"

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[7] The parties stipulated to extend the time period for the Commission to resolve this arbitration through September 20, 2001.

[8] On June 26, 2001, Pacific amended its response with a corrected copy of the parties' proposed agreement.

The term "telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.[9]

The term "telecommunications carrier" means any provider of telecommunications services, except that such term does not include aggregators[10] of telecommunications services (as defined in section 226 of this title).[11]

The term "telecommunications service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.[12]

The term "telephone exchange service" means (A) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (B) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.[13]

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[9] 47 U.S.C. §153(43).

[10] 47 U.S.C. §226 (Section 226) states in relevant part that "the term 'aggregator' means any person that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for interstate telephone calls using a provider of operator services."

[11] 47 U.S.C. §153(44).

[12] 47 U.S.C. §153(46).

[13] 47 U.S.C. §153(47).

Pacific argues throughout its filings that SCC is not a competitive carrier in the local exchange market, but rather a provider of database services for the selective routing of 9-1-1 calls. First, Pacific asserts that SCC's services do not meet the definition of "telecommunications" in Section 153(43). Pacific claims that SCC does not provide a telecommunications service because the functions it performs, namely creating and updating selective routing data and providing "Automatic Location Information" (ALI),[14] are defined by the FCC as "adjunct services." Morever, Pacific claims that SCC's services are not telecommunications because the user does not specify the point of transmission and SCC changes the form and content of the information sent. Pacific contends that since SCC's Coordinate Routing Database (CRDB) routes calls to the appropriate PSAP, the points of transmission are not specified by the user as required in the definition of "telecommunications." In addition, Pacific claims that SCC adds dynamic location information to the 9-1-1 call and thus changes the form or content of the information sent.

Second, Pacific claims that SCC is not providing a "telecommunications service" as defined in Section 153(46) because it does not directly serve the public. Pacific argues that service to wireline and wireless service providers, telematics providers, and governmental agencies does not constitute service directly to "the public" because these entities are not end-users. Pacific argues that the person actually making the emergency call has no relationship with, and pays nothing to, SCC. Further, Pacific contends that SCC's tariff does not quote any specific price but merely notes that prices will be set on an "individual case

[14] ALI is subscriber information that is transmitted to the PSAP over a dedicated data circuit, in a separate transmission from the voice portion of a 9-1-1 call.

basis." Pacific claims that service under customer-specific contracts means SCC is not offering service indiscriminately to the public.

In Pacific's view, SCC sells wholesale services to other carriers and service providers who are not the end users. Therefore, it is not serving the public directly. Pacific supports this contention by asserting that the FCC made a similar finding that a carrier was not a telecommunications carrier because it provided wholesale services.[15] Pacific also claims that holdings of the FCC order it cites were affirmed on appeal to the D.C. Circuit of the United States Court of Appeals.[16]

Third, Pacific claims that SCC cannot request arbitration because it is not seeking interconnection. Interconnection is, by definition, "for the transmission and routing of telephone exchange service and exchange access."[17] According to Pacific, SCC provides selective routing information services but not telephone exchange service as defined in Section 153(47). Pacific notes that the FCC defines interconnection as the "linking of two networks for the mutual exchange of traffic."[18] Pacific claims that SCC is incapable of originating or terminating traffic that can be exchanged with Pacific, hence there is no mutual exchange of traffic between Pacific's network and SCC's. In Pacific's view, SCC does not originate calls because it does not provide the dial tone to the caller and SCC does not terminate any calls because Pacific terminates the call to the PSAP. Further,

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[15] See Re AT&T Submarine Systems., Inc., 13 FCC Rcd. 21,585 (rel. Oct. 9, 1998).

[16] See Virgin Islands Tel. Corp. v. FCC, (hereinafter Virgin Islands) 198 F.3d 921.

[17] See 47 U.S.C. §251(c)(2).

[18] 47 CFR 51.5.

SCC's customers cannot exchange calls with one another because SCC does not have assigned NPA-NXX numbers.[19]

Fourth, Pacific contends that SCC is a "go between" entity that simply aggregates 9-1-1 calls from other service providers and delivers them to Pacific's 9-1-1 Selective Routing Tandem. In Pacific's view, SCC is merely a vendor of services to the telecommunications industry that contracts with carriers and other service providers to perform one of their obligations. To support this contention, Pacific provides statements that SCC has made in other jurisdictions that it is not a telecommunications carrier. Specifically, Pacific's motion to dismiss cites a SCC brief filed before the Texas Public Utility Commission in 1999 that stated, "SCC is not a telecommunications carrier."[20] At hearing, Pacific submitted as evidence a document of the Montana Public Service Commission (PSC) that contains the statement that "SCC is not a local exchange provider and is not requesting authorization to provide local exchange service."[21] Pacific also notes that SCC has told Pacific's parent, SBC, that SCC's SafetyNet service is not in competition with SBC.[22]

In summary, Pacific states that only "telecommunications carriers" are entitled to arbitration under the Act and that SCC has not established that it

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[19] "NPA-NXX" refers to the six-digit area code/central office code designation for identifying numbering resources for routing and billing purposes under the North American Numbering Plan. The "NPA" is a three-digit code (also known as an "area code") identifying a "numbering plan area" and the NXX refers to the three-digit central office code that identifies blocks of 10,000 line numbers by rate center.

[20] See Pacific's Motion to Dismiss Petition for Arbitration, December 27, 2000, pg. 10.

[21] See Exhibit 101.

[22] See Exhibit C-2, Attachment F.

meets the definition of a telecommunications carrier. In Pacific's view, therefore, SCC is not entitled to obtain interconnection at prices based on cost.[23] While SCC claims it requires interconnection with Pacific to provide its end users with emergency services, Pacific argues that the fact that SCC will need to have a connection with Pacific's network does not automatically qualify SCC as a telecommunications carrier. According to Pacific, SCC can obtain the services it needs through Pacific's tariffed offerings or special contracts. Pacific states that it continues to negotiate with SCC concerning its request for services from Pacific and it intends to serve SCC as it would any other customer, through tariffs or negotiated contracts.

III. SCC's Position

SCC claims that Pacific lacks a full understanding of SCC's services and that its "9-1-1 SafetyNet" (SafetyNet)[24] service qualifies as "telecommunications" under the definitions in the 1996 Act. According to SCC, it offers several distinct services. One of SCC's services performs selective routing database management, which handles call routing data for delivery of 9-1-1 calls. SafetyNet, on the other hand, is a separate service that SCC characterizes as a telecommunications service.[25]

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[23] Interconnection Agreements set prices based on "total element long run incremental cost," or TELRIC.

[24] SCC clarifies that while it currently "offers" SafetyNet, it needs interconnection before it can physically provide the service in California and other states. (Hearing Transcript (Tr.) at 50.)

[25] SCC explains that selective routing is a subset of SafetyNet because SafetyNet uses a selective routing database to route a 9-1-1 call over SCC's network. (Tr. at 48-49.)

Under SafetyNet, SCC aggregates and transports 9-1-1 and emergency calls from SCC's customers to Pacific's 9-1-1 Selective Routing Tandem for ultimate transmission to the PSAP. SCC transports the caller's voice as well as data including Automatic Number Identification (ANI) and Automatic Location Information (ALI).[26] To transport the voice and data portions of these calls, SCC's Emergency Call Network consists of switches, transport, SS7 links, call management hardware and software, and trunking terminations at Pacific's Selective Routing Tandems.[27] SCC contends that although it can provide selective routing database management services without interconnection to Pacific, it needs interconnection with Pacific in order to provide its SafetyNet service.

In contrast to Pacific's arguments, SCC alleges that it meets the definitions provided in the 1996 Act to qualify it as a telecommunications carrier. First, SCC claims that it meets the requirements of Section 153(43) to provide transmission between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information. SCC maintains that end users specify the points of transmission for their emergency calls by dialing the 9-1-1 digits. SCC claims it then aggregates and transports the voice and data elements of the 9-1-1 call without altering the form or content of the information.

Second, SCC contends that it is a telecommunications carrier under Section 153(46) because it offers its service "for a fee directly ...to the public."

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[26] The ALI is transmitted in a separate transmission initiated by the PSAP when it receives the voice portion of a 9-1-1 call and ANI.

[27] Exhibit 1, pg. 10-11.

The "public" SCC contends it serves includes governments and municipalities,[28] telematics service providers, and Private Branch Exchange (PBX) customers.[29] SCC considers telematics service providers and PBX customers as business end users. SCC also considers government entities to form a subsection of the public. SCC disagrees that individual customer contracts constitute price discrimination and notes that Pacific routinely offers service based on customer specific contracts. SCC does not see a problem with end users not paying SCC for service since 9-1-1 calls are always free to end users.

According to SCC, sales to wireline and wireless carriers on a common carrier basis constitute sales to the public despite Pacific's arguments that service must be directly to end users and that wholesale service cannot be a telecommunications service. SCC rebuts Pacific on this point by stating that a provider of telecommunications on a common carrier basis is a telecommunications carrier, and that the definition of "common carrier" can include wholesale services to other carriers.[30] SCC states that it meets the applicable test for common carriage, as set forth in National Association of

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[28] SCC describes that it has made proposals involving 9-1-1 SafetyNet to the State of California and the State of New Hampshire, and that it offers services to state and local government entities wishing to procure competitive 9-1-1 services. (See Exhibit 1, pg. 13.)

[29] Exhibit 1, pg. 12.

[30] SCC cites the same case that Pacific relies on, namely Virgin Islands. SCC claims that this case specifically rejects a wholesale/retail distinction as a basis for determining whether a provider of telecommunications is a telecommunications carrier under the Act. SCC also claims that the decision holds that a telecommunications carrier is essentially the same as a common carrier (Virgin Islands, 198 F.3d at 929).

Regulatory Utility Commissioners v. FCC,[31] because it makes capacity available to the public indiscriminately. The fact that SCC provides common carrier service to other carriers on a wholesale basis does not mean it is not a telecommunications carrier.[32] SCC provided its proposed California tariffs and tariffs from another state as evidence that it does not discriminate in offering its services and that service is provided for a fee.[33]

Third, SCC claims that it is requesting interconnection because it provides "telephone exchange service," as defined in Section 153(47). SCC asserts that it transports 9-1-1 calls "within a telephone exchange," through the use of its transport and switching facilities. In SCC's view, SafetyNet is comparable to telephone exchange service because it allows SCC's subscribers (whether they are wireline or wireless carriers, telematics providers, or PBX customers) to originate and terminate 9-1-1 calls for their end users.[34] SCC states that it terminates 9-1-1 calls just as any other competitive local carrier (CLC) operating in Pacific's territory terminates such traffic. SCC states that where Pacific is the incumbent 9-1-1 services provider, all carriers must terminate 9-1-1 calls at Pacific's selective routing tandems because Pacific owns and controls the selective routing tandems and the trunking from these tandems to the PSAPs.[35]

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[31] 525 F.2d 630 (D.C. Cir. 1976) (herinafter NARUC I).

[32] See SCC Reply Brief, July 10, 2001, pg. 8-9.

[33] See Exhibit 1, Parts P and Q.

[34] See Exhibit 1, pg. 17-18. In addition, SCC claims that it facilitates the origination of 9-1-1 calls in the same way that Pacific does when it switches and transports 9-1-1 calls that originate and terminate outside of Pacific's wire center. (See SCC Reply Brief, pg. 17; Tr. at 55.)

[35] Tr. at 45.

SCC also asserts that 9-1-1 calls are inherently local in nature, that is "within a telephone exchange" or "the same exchange area," since traffic almost always terminates at a PSAP that is geographically proximate to the originating caller. SCC provides network diagrams showing that it provides service over its own network comprised of transmission and switching equipment, SS7 links, call management hardware and software, and trunking terminations.[36] SCC claims that all of these features satisfy the definition of "telephone exchange service."

[36] See Exhibit C-2, Part A, and Exhibit 1, pg. 10-11.

Further, SCC maintains that SafetyNet meets the definition of telephone exchange service because it allows end users to intercommunicate just like any other caller who dials 9-1-1. SCC states that its service establishes a continuous open communications path that permits the calling and called parties to interact. Although SCC does not provide traditional "dial up" exchange service, SCC claims that the FCC has held that non-traditional means of communicating information within a local area can also qualify as telephone exchange service.[37] Thus, SCC contends that its service meets the definition of telephone exchange service.

SCC states that briefs it filed in Texas in 1999 are not relevant because the nature of SCC service offerings has changed since the briefs were filed. Regarding statements to the Montana PSC that it is not a local exchange provider, SCC testified at hearing that it would have been more accurate for it to have stated, "SCC is not seeking to provide local dial tone."[38]

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[37] SCC cites Deployment of Wireline Services Offering Advanced Telecommunications Capability, Memorandum Opinion and Order, CC Docket No. 98-147 (rel. Aug. 7, 1998), at paragraph 41.

[38] Tr. at 26.

SCC disputes Pacific's statement that SCC could obtain service from Pacific's tariffs. SCC claims that database management services, certain transport facilities, and hardware to support ALI steering[39] are all required for its services and are not generally available in Pacific's special access tariff.[40]

SCC asserts that Pacific is collaterally estopped from relitigating issues argued and decided in a prior proceeding. SCC requests the Commission take official notice of a recent arbitration decision of the Illinois Commerce Commission (ICC), in which the ICC concluded that SCC is a telecommunications carrier under the Act. SCC claims that the ICC rejected jurisdictional arguments of Ameritech Illinois that are virtually identical to those raised by Pacific in this arbitration proceeding.

Finally, SCC contends that Pacific's opposition to signing an interconnection agreement with SCC is merely a "thinly-veiled effort to stifle competition."[41] SCC explains that SCC and Pacific have submitted competing proposals to provide the State of California with a statewide wireless 9-1-1 network and SCC will not be able to provide its service without interconnection with Pacific.

IV. Discussion

Based on the testimony and evidence presented, I find that SCC does provide "telecommunications services" and is, therefore, a "telecommunications

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[39] Witness Clugy testified that "ALI steering" is the ability, using bidirectional protocols, for the ALI node of Pacific to make an inquiry to the ALI node of SCC, to get a dynamically created ALI record for delivery to the PSAP. (Tr. at 40.)

[40] Tr. at 40-42, and 90.

[41] SCC Opening Brief, pg. 16.

carrier" entitled to interconnection with Pacific. SCC's Emergency Communications Network allows a wireline, wireless, or telematics services provider to connect emergency call traffic to the appropriate selective routing tandem and deliver a voice call with the accompanying data to the 9-1-1 selective routing tandem.

SCC Provides Telecommunications Service

First, SCC service meets the definition of "telecommunications" because the point of transmission for a 9-1-1 call under SafetyNet is specified by the end-user when the 9-1-1 digits are dialed. I do not agree with Pacific that SCC alters the form or content of the 9-1-1 call. SCC does not change the form or content of the voice message or the ANI that accompanies the 9-1-1 call merely by sending additional ALI information over a dedicated data circuit.

Second, SCC offers its services for a fee either directly to the public or to "such classes of users as to be effectively available directly to the public."[42] I agree that SCC has shown through the tariffs it submitted as evidence that it serves the public directly because it offers service to telematics service providers, PBX operators, and government entities. These entities are all end users and unquestionably, "the public." I agree with SCC that telematics providers are essentially business customers. According to the testimony of SCC's witness Clugy, a telematics end user can press an emergency button on the telematics device to initiate a call to the telematics provider. The telematics provider then sets up through its PBX a call, over SCC dedicated trunks, to the SCC switch for delivery to the appropriate 9-1-1 selective router for delivery to a PSAP.[43] I

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[42] 47 U.S.C. §153(46).

[43] Tr. at 34-35.

disagree with Pacific that prices set on an individual customer basis prove SCC does not offer service indiscriminately. SCC's tariffs refer to individual contract prices because SCC cannot set prices for its services until it secures interconnection with Pacific. There is no evidence that SCC will treat like customers differently and indeed, Pacific offers customer specific contracts in its own tariffs. I also find that SCC offers its services for a fee since SafetyNet subscribers pay for the services, even though the ultimate end users do not pay for 9-1-1 calls.

I disagree with Pacific's assertion that SCC is not directly serving the public because it is providing wholesale services to other carriers. While I find that both parties have somewhat mischaracterized Virgin Islands to support their views, I agree with SCC's analysis that Virgin Islands rejected the wholesale/retail distinction as a basis for determining whether a carrier is a common carrier and whether a service is "effectively available" to the public. Instead, that order affirmed the FCC's use of the NARUC I test to determine if a provider is a common carrier. I also conclude that Virgin Islands supports SCC's contention that a wholesale provider can still be a common carrier. I agree with SCC's analysis that it is a common carrier under the test set forth in NARUC I because it offers service indiscriminately as shown in its proposed tariffs. Therefore, I disagree with Pacific's assertion that SCC does not serve the public because if offers wholesale service.

SCC is Seeking Interconnection for Telephone Exchange Service

I find that SCC can seek interconnection because it meets the definition of "telephone exchange service." SCC meets this definition because it enables subscribers to "intercommunicate" within a telephone exchange. Using SCC's SafetyNet service, end users of SCC's subscribers are able to originate emergency calls and conduct two-way voice communication with a person at the PSAP.

Essentially, carriers that employ SCC's SafetyNet service originate 9-1-1 calls for their end users and SCC enables its carrier customers to originate these calls. For telematics customers and PBX customers, SCC originates emergency calls. In all of these scenarios, SCC uses its own facilities to carry the traffic from the origination point to Pacific's selective router for termination at the PSAP. SCC enables its customers to terminate 9-1-1 calls just as any other CLCs terminate such calls. This fulfills the requirement to allow origination and termination of calls as set forth in the definition of "telephone exchange service."

I disagree with Pacific that SCC is not a carrier because it does not provide dial tone and because it does not have assigned NPA NXX's. While SCC admitted it does not provide dial tone to end users, SCC's SafetyNet service allows intercommunication over its facilities even though SCC is not the dial tone provider. I find that this entails telephone exchange service for the subset of calls, namely 9-1-1 emergency calls, that SCC handles through its network of switches and transmission equipment. In addition, the definitions in the 1996 Act of "telecommunications" and "telecommunications carrier" do not include a requirement that a carrier have its own NPA NXX's or provide dial-tone.

I do not agree with Pacific that SCC's services are merely "adjunct services." While SCC may perform certain functions that the FCC has defined as adjunct, this is only one of the services that SCC offers. SCC's SafetyNet service entails transportation of 9-1-1 calls over SCC's facilities in order to allow subscribers to originate and terminate 9-1-1 calls. Again, this constitutes a "comparable service" to telephone exchange service as defined in part B of Section 153(47).

I do not agree with Pacific that SCC is an "aggregator" as defined in Section 226. SCC does not fit that definition because it is not making telephones available to the public or transient users of its premises for interstate calls using a

provider of operator services.

I find there is no issue with statements that SCC has made in the past in other jurisdictions, namely Texas and Montana. SCC has justified that its service has changed since its 1999 Texas filings claiming it was not a telecommunications carrier. Further, SCC has adequately clarified the meaning of its statements to the Montana PSC.

Regarding SCC's claims that Pacific is collaterally estopped from relitigating the jurisdictional issue, Pacific responds that the doctrine of collateral estoppel does not apply to an administrative agency's determination of a jurisdictional issue. Pacific does not provide any support for this contention. Nevertheless, I agree with Pacific that it is not collaterally estopped from litigating the issue of whether SCC is a telecommunications carrier in California simply because a similar arbitration was decided in SCC's favor by the ICC. SCC argues that collateral estoppel applies when the issue sought to be precluded is identical to the issue decided in a former proceeding. I have reviewed the ICC arbitration decision and while it decides the issue of whether SCC is a telecommunications carrier in Illinois, I cannot conclude that the facts underlying the ICC's determination are identical to the facts presented here. It is possible that the testimony regarding SCC's service offerings in California constitutes a different set of underlying facts on which this Commission will decide this arbitration. Therefore, I do not agree that Pacific is collaterally estopped from raising its jurisdictional arguments before this Commission. In addition, I will not take official notice of the ICC's arbitration decision issued on March 21, 2001.

SCC also charges that Pacific is thwarting SCC's interconnection efforts purely to stifle competition in 9-1-1 services. I note that SCC's accusations are not supported by any evidence. Indeed, Pacific presented evidence of SCC's own statements to SBC that its service was not in competition with SBC.

Furthermore, SCC's contentions regarding Pacific's motives do not answer the factual and legal question of whether SCC is a telecommunications carrier entitled to interconnection under the act. Therefore, I will not address these accusations because they are beyond the scope of this arbitration.

In summary, while SCC does not intend to offer traditional dial-up telephone services in California, and offers only one portion of what constitutes local exchange service, namely 9-1-1 calls, the fact that it does not offer all the services normally thought of as local exchange does not mean that it is not offering a telecommunications service. The language of the 1996 Act does not limit the definition of telephone exchange services in the manner in which Pacific contends. Providing a 9-1-1 connection, for another carrier or for other customers, is a telecommunications service. SCC offers a service that transports a 9-1-1 call and therefore SCC transmits information of the user's choosing, between or among points specified by the user, as set forth in Section 153(43). SCC facilitates intercommunication among subscribers, within the meaning of Section 153(47), because by transporting the 9-1-1 call to the appropriate PSAP, SCC enables an end user to talk to someone at the PSAP and vice versa. Therefore, SCC is a telecommunications carrier and is entitled to request arbitration of an ICA with Pacific.

V. Comments on Arbitrator's Report

The Draft Arbitrator's Report in this matter was mailed to allow comments by the parties as provided by Rule 3.19 of the Commissions Arbitration Rules. Comments were filed by Pacific and SCC on August 9, 2001. Pacific's comments reiterated its contention that SCC does not offer service indiscriminately and does not originate calls. There were no substantive changes made in response to comments.

ORDER

IT IS ORDERED that:

1. Within 7 days of adoption of the Final Arbitrator's Report, the parties shall file and serve:

   a. An entire Interconnection Agreement, for Commission approval, that conforms to the decisions of the Final Arbitrator's Report.

   b. A statement which (a) identifies the criteria in the Act and the Commission's Rules (e.g., Rule 4.2.1, Rule 2.18, and 4.2.3 of Resolution ALJ-181) by which the negotiated and arbitrated portions of the Agreement must be tested; (b) states whether the negotiated and arbitrated portions pass or fail those tests; and (c) states whether or not the Agreement should be approved or rejected by the Commission.

Dated August 24, 2001, at San Francisco, California.

/s/ DOROTHY J. DUDA
Dorothy J. Duda, Arbitrator
Administrative Law Judge

CERTIFICATE OF SERVICE

I certify that I have by mail this day served a true copy of the original attached Final Arbitrator's Report on all parties of record in this proceeding or their attorneys of record.

Dated August 24, 2001, at San Francisco, California.

/s/ TERESITA C. GALLARDO
Teresita C. Gallardo

N O T I C E

Parties should notify the Process Office, Public Utilities Commission, 505 Van Ness Avenue, Room 2000, San Francisco, CA 94102, of any change of address to insure that they continue to receive documents. You must indicate the proceeding number on the service list on which your name appears.

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The Commission's policy is to schedule hearings (meetings, workshops, etc.) in locations that are accessible to people with disabilities. To verify that a particular location is accessible, call: Calendar Clerk (415) 703-1203.

If specialized accommodations for the disabled are needed, e.g., sign language interpreters, those making the arrangements must call the Public Advisor at (415) 703-2074, TTY 1-866-836-7825 or (415) 703-5282 at least three working days in advance of the event.

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: Carey Spence-Lenss

PARTY: Intrado

DESCRIPTION: Illinois Commerce Commission Order on SCC / Ameritech Illinois arbitration (Illinois Order), attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 24
COMPANY Intrado
WITNESS Carey Spence-Lenss (CSL-11)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # CSL-11

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

SCC Communications Corp.	:	
	:	
Petition of SCC Communications Corp. for review of an Arbitrated Interconnection Agreement.	:	**01-0308**

ORDER

By the Commission:

I. PROCEDURAL HISTORY

This docket arises from an arbitration proceeding involving SCC Communications Corp. ("SCC") and Illinois Bell Telephone Company d/b/a Ameritech Illinois ("Ameritech Illinois"). On March 21, 2001, the Commission issued an arbitration decision in *In the Matter of the Petition of SCC Communications Corp. for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with SBC Communications Inc.*, Docket No. 00-0769 (March 21, 2001) ("Arbitration Decision").) On April 9, 2001, pursuant to Section 252(e) of the Telecommunications Act of 1996 ("Act"), SCC initiated this docket by filing with the Commission a unilaterally proposed interconnection agreement consistent with its interpretation of the Arbitration Decision and a petition for review of that agreement ("Original Petition"). Also on April 9, 2001, Ameritech Illinois filed a motion in Docket No. 00-0769 requesting a two-week extension of the filing deadline set forth in the Arbitration Decision (until April 23, 2001).

On April 25, 2001, the parties filed the signed Agreement ("Agreement") in this docket, along with a Joint Petition for Review of an Arbitrated Interconnection Agreement ("Joint Petition"). On May 8, 2001 Ameritech Illinois filed a motion in Docket No. 00-0769 requesting a nunc pro tunc extension of the filing deadline set forth in the Arbitration Decision, from April 23 until April 25, 2001. In the Joint Petition, the parties represent that the Agreement consists of: (1) terms and conditions upon which the parties agreed without the aid of arbitration; and (2) terms and conditions that the parties believe faithfully reflect the Commission's determinations in the Arbitration Decision. The parties asked the Commission to review the Agreement pursuant to section 252(e) of the Act.

DOCUMENT NUMBER-DATE
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Pursuant to notice given in accordance with the law and the rules and regulations of the Commission, on April 18, 2001, this matter came before duly authorized Hearing Examiners of the Commission for a pre-decisional conference at the Commission's offices in Chicago, Illinois. The parties were represented by counsel at the hearing. At the hearing, the Hearing Examiner adopted a procedural schedule.

Pursuant to notice given in accordance with the law and the rules and regulations of the Commission, on April 27, 2001, this matter came before duly authorized Hearing Examiners of the Commission for a status conference at the Commission's offices in Chicago, Illinois. The parties were represented by counsel at the hearing. At the hearing, SCC agreed to withdraw without prejudice its Original Petition and related comments, and Ameritech Illinois agreed to withdraw without prejudice its previously filed motion to strike SCC's comments. The parties subsequently withdrew those documents. Also at the hearing, the Hearing Examiner modified the procedural schedule to permit the parties until May 4, 2001 to file comments regarding the Agreement. SCC filed comments on May 4, 2001. Ameritech Illinois had previously filed comments on April 26, 2001. Staff also filed comments on May 4, 2001, regarding the agreement.

II. AMERITECH'S POSITION

The purpose of this proceeding is to determine whether or not the arbitrated portions of the agreement should be approved by the Commission. Pursuant to 83 Ill. Adm. Code 762.110, Ameritech filed comments opposing the approval of the agreement.

Ameritech's comments reiterate arguments it made during the arbitration process which were rejected by the Commission. Ameritech argues first, that SCC is not a telecommunications carrier entitled to interconnection under the 1996 Act. Ameritech also argues that: 1) the rules and procedures for advanced services should be set out in a separate DSL Appendix to the agreement; 2) that pricing for 911 related servicews should be determined by special access tariffs or the Bona Fide Request Process rather unbundled access; 3) that the language that unbundled access to network elements shall be provided "as required by applicable law" is vague and redundant.

III. SCC'S POSITION

SCC contends that Agreement as determined by the Commission comports with the requirements of the Act and the associated regulations prescribed by the FCC. It asserts that the Agreement complies with the Arbitration Decision; thus, it also complies with the requirements of the Act and the FCC's regulations. SCC also asserts that the Agreement is not discriminatory and consistent with the public interest, convenience, and necessity.

IV. STAFF'S POSITION

Staff supported the Agreement in its Comments. Staff argued that the Agreement as filed comported with the Commission's determinations in Docket No. 00-0769. Staff also opposed Ameritech's arguments that the Agreement should not be adopted on the basis that SCC is not a telecommunications carrier. The Commission already considered that question and ruled against Ameritech in Docket No. 00-0769.

V. COMMISSION'S ANALYSIS AND CONCLUSION

Interconnection agreements entered into under the Act must meet the standards set forth in Section 252(e)(2). Specifically, arbitrated portions of an interconnection agreement must be approved unless they "[do] not meet the requirements of section 251, including the regulations prescribed by the [Federal Communications] Commission pursuant to section 251, or the [pricing] standards set forth in subsection (d) of section 252," and the negotiated portions of an interconnection agreement must be approved unless the Commission finds that the they are discriminatory or inconsistent with the public interest, convenience, and necessity.

The Commission finds that the Agreement meets the requirements of Section 251 and 252 of the Act and the associated regulations prescribed by the FCC. The Commission finds that the Agreement is not discriminatory and is consistent with the public interest, convenience, and necessity. The Commission, therefore, finds that the Agreement satisfies the Act's requirements and the regulations of the FCC and this Commission.

Ameritech Illinois' comments ask the Commission to reject the interconnection agreement filed by SCC. Ameritech Illinois bases its comments on arguments raised numerous times in motions and in its briefs in Docket No. 00-0769. The Commission rejected those arguments in that Docket where they were properly raised. We reject them again here. Those arguments are not within the scope of the determinations under Section 252 (e) (2) and Section 251 that the Commission must make in this proceeding.

VI. Findings and Ordering Paragraphs

The Commission, having considered the entire record herein, is of the opinion and finds that:

(1) SCC and Ameritech Illinois are telecommunications carriers as defined in Section 13-202 of the Public Utilities Act (220 ILCS 5/1-101 *et seq.*), that provide telecommunications services as defined in Section 13-203 of the Public Utilities Act;

(2) the Commission has jurisdiction of the parties hereto and the subject matter hereof;

(3) the facts recited and conclusions reached in the prefatory portion of this Order are supported by the record and are hereby adopted as findings of fact and law;

(4) the arbitrated portions of the interconnection agreement submitted by the parties comply with the requirements of section 251 of the Act and the associated regulations prescribed by the FCC;

(5) the negotiated portions of the interconnection agreement submitted by the parties do not discriminate against a telecommunications carrier not a party to the interconnection agreement and are not contrary to the public interest, convenience, and necessity.

(6) in order to assure that the Agreement is in the public interest, Ameritech Illinois should implement the Agreement by filing a verified statement with the Chief Clerk of the Commission, within five (5) days of approval by the Commission, that the approved agreement is the same as the Agreement filed in this docket with the verified petition. The Chief Clerk shall place the Agreement on the Commission's web site under Interconnection Agreements;

(7) Ameritech Illinois should also place replacement sheets in its tariffs at the following location: Ill.C.C. No. 21 Section 19.15;

(8) approval of the Agreement does not have any precedential effect on any future negotiated agreements or Commission Orders.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that the arbitrated portions of the interconnection agreement between SCC Communications Corp. and Illinois Bell Telephone Company d/b/a Ameritech Illinois are approved pursuant to Section 252(e) of the Telecommunications Act of 1996.

IT IS FURTHER ORDERED that the negotiated portions of the interconnection agreement between SCC Communications Corp. and Illinois Bell Telephone Company d/b/a Ameritech Illinois are approved pursuant to Section 252(e) of the Telecommunications Act of 1996.

IT IS FURTHER ORDERED that the Chief Clerk of the Commission is directed to make a docket entry in Docket 00-0769 stating that the Commission has granted Ameritech's May 8, 2001 Motion for Extension of the Filing Deadline set forth in the Arbitration Decision in this Order.

IT IS FURTHER ORDERED that Ameritech Illinois shall comply with findings (6) and (7) of this Order within five days of the date of this Order.

IT IS FURTHER ORDERED that this Order is final; it is not subject to the Administrative Review Law.

By Order of the Commission this 23rd day of May, 2001.

Chairman

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: Carey Spence-Lenss

PARTY: Intrado

DESCRIPTION: Diagram of "Intrado Emergency Service Evolution," attached to rebuttal testimony

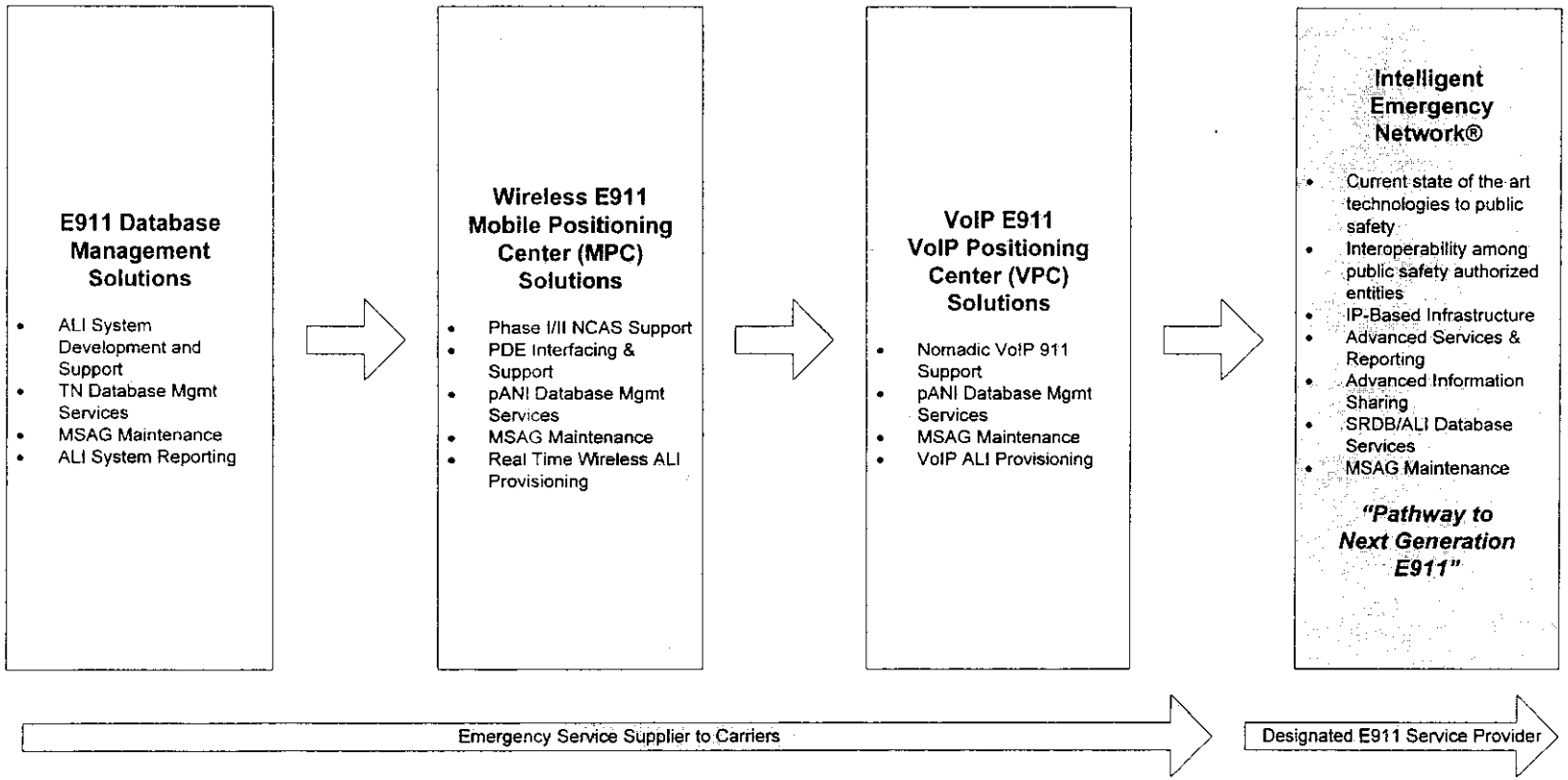
FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 25
COMPANY Intrado
WITNESS Carey Spence-Lenss (CSL-12)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # CSL-12

Intrado Emergency Service Evolution

Designed to Meet Public Safety's Growing Critical Response Needs



M | C
& | S
MESSER CAPARELLO & SELF, P.A.
Attorneys At Law
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July 8, 2008

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VIA HAND DELIVERY
Ms. Ann Cole, Director
Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 070699-TP

Dear Ms. Cole:

Enclosed for filing on behalf of Intrado Communications Inc. are an original and 15 copies of Revised Exhibit CSL-4 to be attached to the Direct Testimony of Carey Spence-Lenss filed in this docket on April 21, 2008.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

Sincerely yours,

Floyd R. Self

CMP
COM 5
CTR 1
ECR
GCL 2
OPC
RCA
SCR
SGA
SEC
OTH

FRS/amb
Enclosures
cc: Rebecca Ballesteros, Esq.
Parties of Record

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 26
COMPANY Intrado
WITNESS CSL-4 Supplement
DATE 07/09/08

DOCUMENT NUMBER-DATE
05867 JUL -8 08
FPSC-COMMISSION CLERK

Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Title Sheet (T)
Cancels 1st Revised Title Sheet

FLORIDA TELECOMMUNICATIONS PRICE LIST (T)

This Price List contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunications services provided by Intrado Communications Inc., with principal offices at 1601 Dry Creek Drive, Longmont, CO 80503. This price list applies for services furnished within the state of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business. (T)

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Intrado Communications Inc.

Florida Price List No. 1 (T)
3rd Revised Sheet 1 (T)
Cancels 2nd Revised Sheet 1

CHECK-SHEET

The sheets of this Price List are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Price List and are currently in effect as of the date on the bottom of this page.

SHEET	REVISION		SHEET	REVISION		SHEET	REVISION	
TITLE	2nd Revised	*	26	2nd Revised	*	52	1st Revised	*
1	3rd Revised	*	27	2nd Revised	*	53	1st Revised	*
2	3rd Revised	*	28	2nd Revised	*			
3	2nd Revised	*	29	2nd Revised	*			
4	2nd Revised	*	30	2nd Revised	*			
5	2nd Revised	*	31	2nd Revised	*			
6	2nd Revised	*	32	2nd Revised	*			
7	2nd Revised	*	33	2nd Revised	*			
8	2nd Revised	*	34	2nd Revised	*			
9	3rd Revised	*	35	2nd Revised	*			
10	2nd Revised	*	36	2nd Revised	*			
11	2nd Revised	*	37	2nd Revised	*			
12	2nd Revised	*	38	2nd Revised	*			
13	2nd Revised	*	39	2nd Revised	*			
13.1	1st Revised	*	40	2nd Revised	*			
14	2nd Revised	*	41	2nd Revised	*			
15	2nd Revised	*	42	3rd Revised	*			
16	2nd Revised	*	43	3rd Revised	*			
17	2nd Revised	*	44	3rd Revised	*			
18	2nd Revised	*	45	3rd Revised	*			
19	2nd Revised	*	46	1st Revised	*			
20	2nd Revised	*	47	1st Revised	*			
21	2nd Revised	*	48	1st Revised	*			
22	2nd Revised	*	49	1st Revised	*			
23	2nd Revised	*	50	1st Revised	*			
24	2nd Revised	*	51	1st Revised	*			
25	2nd Revised	*						

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Intrado Communications Inc.

Florida Price List No. 1 (T)
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1.0 APPLICATION AND REFERENCE

1.1 APPLICATION OF PRICE LIST

1.1.1 This Price List contains the regulations, terms, conditions, and maximum rates and charges applicable to local and interexchange and network services and equipment furnished by Intrado Communications Inc., hereinafter referred to as Intrado Communications or the Company. (T) | (T)

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1.1.2 The Company's Florida service territory is statewide. (T)

1.1.3 Service is available where facilities permit. (T)

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1.0 APPLICATION AND REFERENCE, (CONT'D.) (T)

1.2 EXPLANATION OF ABBREVIATIONS

AMA	Automatic Message Accounting
ANI	Automatic Number Identification
ALI	Automatic Location Identification
ASCII	American Standard Code for Information Interexchange
Bps	Bits per second
CAMA	Centralized Automated Message Accounting
CCITT	The International Telegraph and Telephone Consultative Committee
CCSA	Common Control Switching Arrangement
CNCC	Customer Network Control Center
CO	Central Office
Cont'd	Continued
cps	Cycles per second
CRT	Cathode Ray Tube
dB	Decibel
DC	Direct Current
DID	Direct-Inward-Dialing
ESS	Electronic Switching System
FCC	Federal Communications Commission
GMT	Greenwich Mean Time
Hz	Hertz
IXC	Interexchange Carrier
Kbps	Kilobits per Second
kHz	Kilohertz
MHz	Megahertz
MSAG	Master Street Address Guide
NPA	Numbering Plan Area
PBX	Private Branch Exchange
PSAP	Public Safety Answering Point
SS 7	Signaling System 7
SRA	Selective Routing Arrangement

Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Sheet 5 (T)
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1.0 APPLICATION AND REFERENCE, (CONT'D.) (T)

1.3 PRICE LIST FORMAT

1.3.1 LOCATION OF MATERIAL

1.3.1.1 Section 1 provides the following sections in this Price List.
- Subject Index – an alphabetical listing to find the desired section.
- Table of Contents – a numerical listing to find the desires section and page.

1.3.1.2 Each individual section in the Price List provides a Subject Index for the material located within that section.

1.3.1.3 Obsolete Service Offerings
Obsolete service offerings are identified in the Price List by adding 100 to the current section number, i.e., obsolete items from Section 5, will be found in Section 105. This section is then filed behind Section 5.

1.3.2 OUTLINE STRUCTURE

Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in Price Lists.

2.1
2.1.1.
2.1.1.1.1.
2.1.1.1.1.1.

1.3.3 SHEET NUMBERING

Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Price List. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

1.3.4 SHEET REVISION NUMBERS

Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14

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1.0 APPLICATION AND REFERENCE, (CONT'D.) (T)

1.3 PRICE LIST FORMAT, (CONT'D.) (T)

1.3.5 RATE TABLES

Within rate tables, four types of entries are allowed:

- Rate Amount

The rate amount indicates the dollar value associated with the service.

- A dash "-"

The dash indicates that there is no rate for the service or that a rate amount is not applicable under the specific column header.

- A footnote designator "[1]"

The footnote designator indicates that further information is contained in a footnote.

- ICB

The acronym "ICB" indicates that the product/service is rated on an individual case basis.

1.3.6 CHECK SHEETS

Check Sheets: When a Price List filing is made with the Florida Public Service Commission, an undated check sheet accompanies the Price List filing. The check sheet lists the sheets contained in the Price List, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Price List user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Florida Public Service Commission.

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2nd Revised Sheet 7 (T)
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1.0 APPLICATION AND REFERENCE, (CONT'D.) (T)

1.4 EXPLANATION OF CHANGE SYMBOLS

SYMBOL	EXPLANATION
(D)	To signify discontinued material
(I)	To signify rate increase
(M)	To signify material moved from or to another part of the Price List with no change, unless there is another change symbol present
(N)	To signify new material
(R)	To signify rate reduction
(T)	To signify a change in text or regulation but no change in rate or charge

Intrado Communications Inc.

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1.0 APPLICATION AND REFERENCE, (CONT'D.) (T)

1.5 TRADEMARKS, SERVICE MARKS AND TRADE NAMES

Intelligent Emergency Network® Registered Service Mark of Intrado Communications Inc. (T)

Intrado Communications Inc.

Florida Price List No. 1 (T)
3rd Revised Sheet 9 (T)
Cancels 2nd Revised Sheet 9

2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS

9-1-1
A local exchange service using a three-digit telephone number used to report an emergency situation requiring a response by a public agency such as a fire department or police department. (T)

9-1-1 Failure or Outage
A situation in which 9-1-1 calls cannot be transported to the Public Safety Answering Point (PSAP) responsible for answering the 9-1-1 emergency calls. (T)

Access Line
An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Company's location or switching center. (T)

Authorized User
A person, firm, or corporation that is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively. An Authorized User must be specifically named in the application for service. (T)

Automatic Numbering Identification (ANI)
A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Automatic Location Identification (ALI)
The automatic display, on equipment at the PSAP, of the location of the caller's telephone number, the address for the telephone, including non-listed and non-published numbers and addresses, and other information about the caller's location.

Emergency Service
A telecommunications service that permits the use of the local exchange network and the three-digit number 9-1-1 for reporting police, fire, medical, or other emergency situations to a PSAP and referral to a public agency. Emergency service does not include discretionary equipment purchased by, or contracted for, that is not essential to the provision of 9-1-1 or E9-1-1 service. (T) (T) (T) (T)

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Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Sheet 10 (T)
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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.1 DEFINITION OF TERMS (CONT'D.) (T)

(D)
(D)

Basic Local Exchange Service or Basic Service
The telecommunications service that provides a local dial tone line and local usage necessary to place or receive a call within an exchange area and any other services or features that may be added by the Commission.

Bit
The smallest unit of information in the binary system of notation.

Building
A structure occupied by one or more Customers.

Campus
A group of two or more buildings or spaces located on a single owned continuous or contiguous property.

Central Office (CO)
A switching unit providing telecommunication services to the general public, designed for terminating and interconnecting lines and trunks. More than one CO may be located in a building.

Central Office Line
See "Exchange Access Line."

Certified Telecommunications Provider
Providers of telecommunications local exchange service who are certified with the Florida Public Service Commission as a Local Exchange Services Provider.

Commission (N)
Florida Public Service Commission. (N)

Common Carrier
An authorized company or entity providing telecommunications services to the public.

Company
Refers to Intrado Communications Inc.

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Intrado Communications Inc.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.1 DEFINITION OF TERMS (CONT'D.) (T)

Customer
A person, partnership, firm, municipality, cooperative organization, corporation, or governmental agency furnished communications service by the Company under the provisions and regulations of this price list and who is responsible for paying the communication service bills and for complying with the rules and regulations of the Company. (T)

Dedicated
A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Demarcation Point
The point of interconnection between the Company's regulated telecommunications facilities and terminal equipment, protective apparatus or wiring at the premise. The demarcation point location will be within twelve inches (12) of the protector, or when there is no protector, within twelve inches (12) (or as close as practicable) of the point at which the cable/wire enters the Customer premises.

Duplex Service
Service that provides for simultaneous transmission in both directions. (T)

E9-1-1 Features
The ANI, ALI database and selective routing capabilities and all other components of an E9-1-1 system, not including the transport and switching facilities.

E9-1-1 Facilities
The facilities provided by the basic emergency service provider that interconnect to the wireless providers, certificated local exchange carriers, and other services that are used to transport E9-1-1 and other emergency calls to the PSAP. The facilities may include the use of E9-1-1 tandem switches or direct trunking of E9-1-1 calls to the PSAPs. (T)

E9-1-1 Tandem or 9-1-1 Selective Routing Tandem
The switch that provides the routing and switching of 9-1-1 calls. The E9-1-1 Tandem controls delivery of the call with ANI to the PSAP and provides selective routing, speed calling, selective transfer, fixed transfer, and certain maintenance functions for each PSAP. (T) (T)

E9-1-1 Selective Router Trunk (N)
A trunk from a Selective Router capable of transmitting the ANI associated with an End User call to 911. The E9-1-1 Selective Router Trunk may be between a Selective Router and a PSAP or between Selective Routers. The latter configuration may also be known as an inter-Selective Router Trunk. (N)

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Intrado Communications Inc.

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2nd Revised Sheet 12 (T)
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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.1 DEFINITION OF TERMS (CONT'D.) (T)

E9-1-1 Trunks
The trunks that connect from the end office serving the individual telephone that originates a 9-1-1 call to the E9-1-1 Selective Router. (T) (T)

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Emergency Telephone Service
A telephone system using the three-digit number 9-1-1 to report police, fire, medical or other emergency situations.

End User
The term "End User" means the Person that subscribes to (subscriber of record) and/or uses the Telecommunications Services provided by the Company. (T) (T)

Enhanced 9-1-1 (E9-1-1)
An emergency telephone service that includes ANI, ALI (including non-listed and non-published numbers and addresses), and selective routing, to facilitate public safety response. (T)

Entrance Facilities
Those facilities from the property line to the point at which the cable enters the premises and terminates at the protector.

Facilities
Central office equipment, supplemental equipment, apparatus, wiring, cables (outside plant) and other material and mechanisms necessary to or furnished in connection with the services of the Company.

Fiber Optic Cable
A thin filament of glass with a protective coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Geographic Area
The area such as a city, county, municipality, multiple counties, or other areas defined by a governing body or other governmental entity for the purpose of providing public agency response to 9-1-1 calls.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.1 DEFINITION OF TERMS (CONT'D.) (T)

Governing Body
A board or county commissioners of a county or the city council or other governing body of a city, city and county, or town or the board of directors of a special district. (T)

Holiday
New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day.

Individual Case Basis (ICB)
A service arrangement in which the regulations, rates, charges and other terms and conditions are developed based on the specific circumstances of the individual End User. (T) (T)

Inside Wire
Wiring located on the building owner's/Customer's side of the demarcation point. Such wiring is deregulated. Installation and maintenance of Inside Wiring is the responsibility of the Customer or premises owner.

Local Access and Transport Area (LATA)
A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Local Exchange Carrier (LEC)
Refers to any person, corporation or entity that pursuant to the statutes and rules of the State of Florida and the Commission is authorized to provide local exchange telecommunications services on a resale or facilities basis. (N) | (N)

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ISSUED: July 8, 2008 EFFECTIVE: July 9, 2008 (T)

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Florida Price List No. 1
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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.)

2.1 DEFINITION OF TERMS (CONT'D.)

(M)

Local Exchange Service
Refers to local service that allows a subscriber to complete calls through facilities provided for intercommunications to other telephones within a specified area without payment of toll charges. This service also provides access to and from the telecommunication network for long distance calling. (T)

Master Street Address Guide (MSAG)
A database of street names and house number ranges within their associated communities that defines Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of E911 calls (T)

Maintenance of Service
Maintenance of Service (Trouble Isolation) denotes an occurrence of a visit to a Customer's premises in connection with a service difficulty when it is determined that the difficulty is due to a condition in Customer-provided facilities, terminal equipment, a communication system or for Customer-maintained premises wire. When a Maintenance of Service visit is made, Premises Work Charges will apply.

Mbps
Megabits, denotes millions of bits per second. (M)

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Florida Price List No. 1 (T)
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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.1 DEFINITION OF TERMS (CONT'D.) (T)

Minimum Point of Entry
The closest practicable point to where regulated facilities of the Company cross a property line or enter a building.

National Emergency Number Association (NENA)
An international not-for-profit organization whose purpose is to lead, assist, and provide for the development, availability, implementation and enhancement of a universal emergency telephone number or system common to all jurisdictions through research, planning, publications, training and education.

Network Control Signaling
Transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call process signals indicating reorder or busy conditions, alerting tones) to control the operating of switching equipment in the system.

Network Facilities
All Company facilities from the central office up to and including the Standard Network Interface at the demarcation point.

Non-listed service
Telephone numbers that are not published in the telephone directory but are available through directory assistance.

Non-published service
Telephone numbers that are neither published in the telephone directory nor available through directory assistance.

Nonrecurring Charge
A charge associated with a given service or item of equipment which applies on a per service and/or a per item basis each time the service or item of equipment is provided or changed.

Pseudo Automatic Number Identification (pANI)
Refers to a number, which may be used in lieu of ANI, for query into routing databases for the delivery to PSAPs and corresponding ALI of E911 calls. (T) (T)

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Florida Price List No. 1 (T)
2nd Revised Sheet 15 (T)
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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.1 DEFINITION OF TERMS (CONT'D.) (T)

Person (M)
Any individual, firm, partnership, copartnership, limited partnership, joint venture, association, cooperative organization, limited liability corporation, corporation (municipal or private and whether organized for profit or not), governmental agency, state, county, political subdivision, state department, commission, board, or bureau, fraternal organization, nonprofit organization, estate, trust, business or common law trust, receiver, assignee for the benefit of creditors, trustee, or trustee in bankruptcy or any other service user. (M)

Premises
See "Same Premises."

Premises Work Charge
A time-sensitive one-time charge that applies to Customer requested work done by the Company on the Customer's side of the Network Interface.

Private Branch Exchange (PBX) (T)
An arrangement that comprises manual and/or automatic common equipment, wiring and station apparatus, and which provides for interconnection of main station lines associated with an attendant position and/or common equipment located on the Customer's premises or extended to another premises of the same Customer.

PBX Service
This service provides for centralized processing of exchange access by stations through groups of Central Office trunks, WATS lines, etc., or with other communication systems through voice circuits connected to the common equipment. Interconnection between stations through the common equipment is an inherent feature of the service.

Protector
An electrical device located in a central office, a Customer premises or any where along the telecommunications facility path. This device protects both the Company's and the Customer's property and facilities from high voltages and surges in current.

Public Agency
Any city, city and county, town, county, municipal corporation, public district, or public authority located in whole or in part within this state which provides or has the authority to provide fire fighting, law enforcement, ambulance, emergency medical, or other emergency services.

Public Safety Answering Point (PSAP)
A facility equipped and staffed to receive 9-1-1 calls from the basic emergency service provider. PSAPs operate under the direction of the governing body and are responsible to direct the disposition of 9-1-1 calls.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.1 DEFINITION OF TERMS (CONT'D.) (T)

Reseller of Local Exchange Service (Resellers) (T)
For the purpose of this Price List, a reseller of basic local exchange service is providing basic local exchange service.

Routing
The central office programming required to transport a 9-1-1 call to the correct 9-1-1 Tandem.

Same Premises
All the space in the same building in which a Customer has the right of occupancy to the exclusion of others or shares the right of occupancy with others; and all space in different buildings on continuous property, provided such buildings are occupied solely by one Customer. Foyers, hallways, and other space provided for the common use of all occupants of a building are considered the premises of the operator of the buildings.

Shared facility
A facility or equipment system or subsystem which can be used simultaneously by several Customers.

Selective Routing
The capability of routing an E9-1-1 call to a designated PSAP based upon the seven-digit or ten-digit telephone number of the subscriber dialing 9-1-1.

Standard Network Interface (SNI)
A standard Federal Communications Commission (FCC) registration jack or its equivalent, which is provided, installed, owned and maintained by the Company at the Customer's premises. The SNI is placed at the point on the Customer's premises where all premises services are connected to the telecommunication's network via Company or Customer owned facilities/wire.

Supporting Structure
Consisting, of, but not limited to, pipes, conduits, risers, poles, trenches, backboards, plenum spaces, etc., as required for the physical placement, protection and support of telecommunications facilities. These structures are furnished, installed and maintained at the expense of the premises owner for use by the Company in terminating regulated facilities.

TDD/Text Phone
A telecommunications device for use by the hearing or speech impaired that employs graphic communication in the transmission of coded signals through a wire or radio communication system. (T)

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.1 DEFINITION OF TERMS (CONT'D.) (T)

Telecommunications Device for the Deaf (TDD)/Text Phone Emergency Access
Provides 9-1-1 access to individuals that use TDDs and computer modems.

Telecommunications Service Priority (TSP)
Denotes the regulatory, administrative, and operational system developed by the federal government to ensure priority provisioning and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. The FCC defines NSEP telecommunications services as those services which are used to maintain a state of readiness or to respond to and manage any event or crisis, which causes or could cause harm to the population, damage to or loss of property, or degrades or threatens the NSEP posture of the United States.

Telecommunications Relay Services
These services provides the ability for hearing- or speech-impaired individuals to communicate, by wire or radio, with a hearing individual in a manner that is functionally equivalent to communication by an individual without a hearing or speech impairment. This definition includes telecommunication relay services that enable two-way communications between an individual who uses a TDD or other non-voice terminal device and an individual who does not use such a device.

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Wire Center
The building which houses the local switching equipment (central offices) from which exchange and private line services are furnished and where cable facilities are terminated which furnish telephone service within a designated wire center serving area.

Wire Center Serving Area
The area of the exchange served by a single wire center.

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Intrado Communications Inc.

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2nd Revised Sheet 18 (T)
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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.2 ESTABLISHING AND FURNISHING SERVICE

These regulations are added to those pertaining to specific service items in other sections. Any change in rates, charges or regulations approved by appropriate governmental authority modifies all service terms and conditions unless otherwise specified in writing pursuant to an ICB agreement, the following terms and conditions will apply to the services.

2.2.1. APPLICATION FOR SERVICE

2.2.1.1. Applications for establishment of service must be made to the Company in writing. These applications become contracts upon approval by the Company and the customer or the establishment of the service, and shall be subject at all times to the lawful rates, charges and regulations of the Company.

2.2.1.2. Requests from Customers for additional service or equipment must be made in writing and, upon approval of installation of the service, become a part of the original contract, except that each additional item is subject to the appropriate Price List rates, charges and initial contract period, if any.

2.2.1.3. Any change in rates, charges or regulations authorized by the legally constituted authorities will act as a modification of all contracts to that extent without further notice.

2.2.2. REFUSAL

The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously furnished, until the indebtedness is satisfied.

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Intrado Communications Inc.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D.) (T)

2.2.3. CANCELLATIONS AND DEFERMENTS

When the Company advises a Customer that ordered services are available on the requested due date, and the Customer is unable or unwilling to accept service at that time, the facilities will be held available for the Customer for a 30 business day grace period. If after 30 business days the Customer has still not accepted service, regular monthly billing for the ordered services may begin, or the facilities will be released for other service order activity, and cancellation charges (non-recurring charges that would have applied had the service been installed) may be applied. These cancellation and deferment provisions apply to requests for all Company services.

2.2.4. USE OF SERVICE

2.2.4.1. Customer service will be furnished to business Customers for:

- The Customer;
- The Customer's employees and representatives;
- Customers who share the Company's service;
- Joint users of Company provided services.

2.2.4.2. Intrado Communications' services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the Company's services. (T) (T)

2.2.4.3. The Company's services are available for use twenty-four (24) hours per day, seven (7) days per week. (T)

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D.) (T)

2.2.5. OBLIGATION TO FURNISH SERVICE

2.2.5.1. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain with just and reasonable earnings, suitable rights and facilities, and to provide for the installation of those facilities required to the furnishing and maintenance of that service. At the option of the Company, in managing its facilities, certain regular service restrictions may be temporarily imposed at locations where new or additional facilities being constructed are not readily available to meet service demands.

2.2.5.2. The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

2.2.5.3. The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Price List until the indebtedness is satisfied.

2.2.5.4. When connections are requested and facilities to provide the required connections at the CO normally designated to serve the premises of the Customer are inadequate, facilities may be furnished from another CO to provide the requested interconnection. Under such circumstances additional monthly rates and installation charges will apply.

2.2.5.5. The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D.) (T)

2.2.6. LIMITED COMMUNICATION

The Company reserves the right to limit use of its services when emergency conditions arise that cause a shortage of facilities.

2.2.7. RESALE/SHARING OF SERVICE

Service on Customers' premises furnished by the Company shall not be used for performing any part of the work of transmitting, delivering, or collecting any message where any toll or consideration has been or is to be paid any party other than the Company, without written consent of the Company.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.3. TERMINATION OF SERVICE – COMPANY INITIATED

The Company may terminate service, with notice, due to:

2.3.1. Nonpayment

2.3.1.1. The Company may, by notice in writing to the Customer, in accordance with paragraph 2.6.2.9, suspend or terminate the service for nonpayment of any sum due the Company.

2.3.1.2. Exception: The Company may not use its purchase of a Customer's indebtedness, i.e., the accounts receivable from another telecommunications service provider as a basis to deny or discontinue providing its services to that Customer.

2.3.2. Abandonment
In the event of the abandonment of the service, the Company may terminate its service.

2.3.3. Abuse
Use of service that interferes with another Customer's service or that is used for any purpose other than its express intended purpose, or if a Customer or End User causes or permits any signals or voltages to be transmitted over the Company's network in such a manner as to cause a hazard or to interfere with services to other Intrado Communications Customers (T) | (T)

2.3.4. Fraud
Abuse or fraudulent use of service includes the use of facilities of the Company to transmit a message or locate a person otherwise to give or obtain information, without the payment of a toll charge. The Company reserves the right to discontinue or refuse service because of fraudulent use of its service.

2.3.5. Unlawful Use of Service
The service is furnished subject to the condition that it will not be used for an unlawful purpose. Upon request of an order from a court, acting within its jurisdiction, advising that such service is being used or will be used in violation of law, service will be discontinued.

2.3.6. Violation of Price List
Any other violation of the regulations of the Company or this Price List, the Company may in its sole discretion, without notice, either suspend service or terminate the service without suspension.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.4. SPECIAL SERVICES

2.4.1. General

2.4.1.1. The rates and charges quoted in the Price Lists of the Company contemplate the use of service arrangements, equipment and facilities in quantities and types regularly furnished by the Company. Where equipment, facilities, or service arrangements are requested which are not provided for in the Company's applicable Price Lists, monthly rates and one-time charges, such as nonrecurring and construction charges, will apply based on the circumstances in each case.

2.4.1.2. These special equipment and service items will be provided whenever, in the judgment of the Company, there is a valid reason for providing the service requested. In such cases, the Company reserves the right to require an initial contract period commensurate with relevant circumstances.

2.4.1.3. The rates and charges specified contemplate that work will be performed during regular working hours, 9:00AM – 5:00PM, Monday – Friday except Holidays, and that work once begun will not be interrupted by the Customer. If, at the request of the Customer, work is performed outside of regular working hours, either to meet the Customer's convenience or because the time allowed is insufficient to permit completion during regular hours or if the Customer interrupts work which has begun, the Customer may be required to pay any additional costs incurred. (T)

2.4.1.4. The rates and charges quoted in the Price Lists of the Company contemplate the use of standard procedures and practices for furnishing service, equipment and facilities. Where the Customer requests special procedures or practices, such as expedited material handling or shortened installation intervals through the use of overtime, etc., additional rates and charges will apply based on the circumstances in each case. These special practices or procedures will be provided at the discretion of the Company, depending upon each individual case.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.5. TERMINATION OF SERVICE – CUSTOMER INITIATED

2.5.1. Initial Contract Period

2.5.1.1. An initial contract period of one year will apply unless otherwise specified.

2.5.1.2. Where service is disconnected and subsequently reestablished at the same location for the same or a different Customer, a new initial contract period will apply, whether or not the equipment has been removed.

2.5.1.3. Where the provision of service requires unusual costs or involves special assemblies of equipment, or where the provision of service requires construction of facilities for possible short term use, the Company reserves the right to require an initial contract period longer than one year in addition to any construction charge that may be applicable.

2.5.2. Charges for Termination of Service

2.5.2.1. Nonrecurring charges do not apply to disconnect service unless otherwise specified.

2.5.2.2. After the expiration of the initial contract period, service may be terminated upon reasonable advance notice to the Company and payment of all charges due to the date of termination of the services.

2.5.2.3. Prior to the expiration of the initial contract period, service may be terminated upon reasonable advance notice to the Company and upon payment of the termination charges hereinafter provided, in addition to all charges for the period service has been rendered.

2.5.3. Service Involving Unusual Cost

Where the provision of service requires construction of facilities for possible short term use, or involves unusual costs or special assemblies of equipment, the initial contract period and termination charge base will be determined by the Company in each individual case.

2.5.4. Termination Liability

Services provided via service agreements will be subject to Termination Liability.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.5 TERMINATION OF SERVICE – CUSTOMER INITIATED (CONT'D.) (T)

2.5.4 Termination Liability (Cont'd.) (T)

2.5.4.1. Definitions

Minimum Service Period
When services are provided under a service agreement, a Minimum Service Period may be established. This would be the period of time that the 100% factor of the Termination Liability Charge would apply.

2.5.4.2. Complete Disconnect
If the Customer chooses to completely discontinue service, at any time during the term of the agreement, a termination charge will apply. The termination charge will be determined on an individual case basis.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.6. PAYMENT FOR SERVICE

2.6.1. CUSTOMER RESPONSIBILITY

The Customer is responsible for payment of all charges for facilities and services furnished the Customer, including charges for services originated, or charges accepted, at such facilities.

2.6.2. PAYMENT OF BILLS

2.6.2.1. Customers will either be billed directly by the Company or its intermediary, or charges will be included in the Customer's regular bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable customer.

2.6.2.2. Unless otherwise specified, all charges for Company-provided services, equipment and facilities, exclusive of usage or transaction sensitive charges, start the day after service is installed, continue through the day service is disconnected and are payable monthly in advance. Charges for usage or transaction related services are payable monthly except the Company reserves the right to require payment of such charges at more frequent intervals.

2.6.2.3. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.6.2.4. In the event a Customer is indebted to the Company for charges and services previously rendered in Florida, or for service under one or more accounts at the same location, and the Customer does not pay the charges or satisfy such indebtedness, the Company may charge and bill such indebtedness against other accounts of this Customer.

2.6.2.5. In the event that payment from a Customer is less than the total amount of all charges owing to the Company and the Customer does not specifically designate the manner in which he wishes to apply said payment, then the Company may apply all or any part of the payments received to such accounts or indebtedness in any manner that the Company deems appropriate.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.6.2 PAYMENT FOR SERVICE (CONT'D.) (T)

2.6.2.6. Except as otherwise specified, where the rate to be charged for a particular service is determined by applying a percentage of similar factor to a quoted rate, and such computation results in a fraction, the charge for the service shall be computed to the nearest cent, a half cent being increased to the next higher cent.

2.6.2.7. The furnishing of services, equipment and facilities and any indebtedness resulting therewith shall not result in a lien, mortgage or other security interest in any real or personal property of the Customer, unless such indebtedness has been reduced to judgment.

2.6.2.8. Service may be discontinued or refused to a Customer for the nonpayment of any sum for service furnished in the State of Florida or for the provision of facilities which also have been provided in Florida.

2.6.2.9. Unless otherwise specified, in the event it becomes necessary for service to be discontinued to a Customer for nonpayment, a written notice of at least seven days (measured from the date of mailing) will be given to the Customer advising the Customer of the amount due and the date by which the same must be paid. If the Customer fails to pay or make suitable arrangements for payment by said due date, the Company may suspend the service or discontinue the service and remove any or all equipment from the Customer's premises.

2.6.2.10. Payment of bills for service may be made by any means mutually acceptable to the Customer and the Company. Payment that is not honored or paid by the payer's designated financial institution will be considered as nonpayment. A returned payment charge is applicable to the account for each occasion that a payment is returned to the Company for reason of insufficient funds or closed account.

	Maximum Charge
• Returned Payment Charge	$20

2.6.2.11. Customers may have the following options as to the method of paying bills for Company provided service(s): (D) (D)

- If by U.S. Mail, by check or money order only;
- Through an agent of the Customer;
- By any means acceptable to financial institutions and the Company.

(T)

ISSUED: July 8, 2008 EFFECTIVE: July 9, 2008 (T)

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.6.2 PAYMENT FOR SERVICE (CONT'D.) (T)

2.6.2.12. Payments received by the Company on or before the due and payable date on the Customer's bill will be considered timely, provided the following billing information is remitted with payment:

- Customer's name;
- Customer's telephone number
- Customer's address;
- Customer's Account Code (if applicable);
- Customer's account type;
- Amount of payment;
- Other information as required by the service agreement.

2.6.2.13. Payments received by the Company after the due and payable date on the Customer's bill, but at least one day before the termination date on the suspension notice, may result in discontinuance of the Customer's service unless the following billing information is remitted with the payment:

- All of the items enumerated in 2.6.2.12., and
- The final payment date before discontinuance for nonpayment.

2.6.2.14. The Company will not be responsible if a Customer's service is discontinued after payment has been remitted, unless the payment is timely, as set forth in 2.6.2.12. or, if the payment is not timely, the requirements of 2.6.2.13. have not been met.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.7. LATE PAYMENT CHARGES

2.7.1. A maximum late payment charge of 1.5% per month applies to all billed balances that are not paid by the billing date shown on the next bill unless the balance is $45.00 or less.

2.7.2. Collection procedures, temporary disconnection of service, and the requirements for deposit are unaffected by the application of a late charge. The late payment charge does not extend the time for payment or otherwise enlarge or change the rights of a Customer. Notice of intention to pay late will not avoid this charge.

2.7.3. The late payment charge does not apply to the following:

- Bills mailed more than ten days after bill date.
- Final bills.
- One time miscellaneous bills.
- Billed amounts under dispute that are resolved to the Company's satisfaction in the Customer's favor.

2.7.4. The Company is entitled to recover from the customer the Company's cost of collection including reasonable attorney fees.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.8. ADJUSTMENT OF CHARGES

2.8.1. Interruptions

2.8.1.1. For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both. Interruption does not include, and no credit allowance shall be given for, service difficulties such as busy circuits or other network and/or switching capacity shortages or as further defined.

2.8.1.2. The credit allowance will not apply where service is interrupted by the negligence or willful act of the Customer or the failure of facilities provided by the Customer, or where the Company, pursuant to the terms of the Price List, suspends or terminates service because of unlawful or improper use of the facilities or services, or any other reason covered by the Price List or as further defined.

2.8.1.3. No credit allowance shall be made for interruptions in service due to electric power failure where, by the provisions of this Price List or as further defined, the Customer is responsible for providing electric power.

2.8.1.4. Should any such error, mistake, omission, interruption, failure, delay, defect or malfunction of equipment or facilities result in an interruption or failure of jurisdictional service to a Customer for more than eight hours during a continuous 24-hour period after being reported by the Customer or discovered by the Company, whichever occurs first, an appropriate adjustment shall be made automatically by the Company to the Customer's bill. The adjustment, unless further defined, shall be a credit allowance on the monthly bill of 1/30 of the Price List monthly rate for all jurisdictional services and facilities affected by such interruption or failure for each occurrence of more than eight hours in a continuous 24-hour time period after notice by the Customer or discovery by the Company, whichever occurs first. Credit allowances in any billing period shall not exceed the total charges for that period for the services and facilities that are affected by the interruption or failure.

2.8.1.5. In addition and not by way of limitation, in the event that there is a delay in installation of service, if any service date is promised, or any failure to service or properly maintain the items of service as provided for herein concerning maintenance or any failure to repair or replace the items of service as provided in 2.8.1.4., then the refunds provided in 2.8.1.4. shall be the exclusive remedy against the Company.

2.8.1.6. Under all circumstances set forth above, the Company shall not be liable to the Customer or any other persons for special, incidental, punitive or consequential damages, losses, expenses, or costs, if any.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.9. LIABILITY OF THE COMPANY

2.9.1. SERVICE LIABILITIES

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

In view of the fact that the Customer has exclusive control of their communications over the facilities furnished them by the Company, and of the other uses for which facilities may be furnished them by the Company, and because of unavoidable errors incidental to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the following terms, conditions and limitations.

2.9.2. Limitations

2.9.2.1. Except as otherwise provided herein, no liability for direct, incidental punitive or consequential damages shall attach to the Company, its officers, directors, agents, servants or employees, for damages or costs arising from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities, in the course of establishing, furnishing, maintaining, rearranging, moving, terminating, or changing the service(s) or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the Customer or End Users of the service or facilities) in the absence of willful and wanton conduct, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability. (T)

2.9.2.2. The sole and exclusive remedy against the Company for an interruption or failure of service resulting from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities shall be as follows: The Company shall repair or replace any item of its facilities or defective part thereof at its expense. The Company shall have the option to decide whether to repair or to replace its facilities.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.9 LIABILITY OF THE COMPANY (CONT'D.) (T)

2.9.3. Transmission

2.9.3.1. The Company does not transmit messages but offers the use of its facilities, when available, for communications between parties, each of whom is present at a telephone or communications device.

2.9.3.2. The 9-1-1 emergency telephone number quickly summons emergency service in a crisis. When persons dial "9-1-1" to report an emergency, the telephone number (including non-published numbers) and address may be automatically displayed on a viewing screen located at the 9-1-1 answering centers and the call may also be recorded. The display of the calling number and address enables the emergency agency to quickly locate the caller if the call is disrupted by the crisis.

2.9.3.3. The 9-1-1 caller forfeits the privacy afforded by non-listed and non-published service to the extent that the telephone number, the address and name associated with the originating station location are furnished to the PSAP. Telephone subscribers (published and non-published) consent to the storage and retention of the subscriber name, telephone number and address in the database management systems and also consent to access of this information by Public Agencies for the sole purpose of responding to emergency calls.

2.9.3.4. The Customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright or trade secrets from the material transmitted over the Company's facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the Customer, and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company.

2.9.4. Connections with other telecommunications providers

When the facilities or services of other companies are used in establishing connections to points or services provided to Customers not reached by the Company's facilities, the Company is not liable for any act or omission of the other company or companies and their agents, servants, or employees.

2.9.5. Defacement of Premises

The Company shall not be liable for any defacement of, or damage to, Customer's premises resulting from the existence of the Company's instruments, apparatus, or wiring, on such premises, or caused by the installation or removal, when such defacement or damage is not the result of the negligence of the Company. (T)

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.9 LIABILITY OF THE COMPANY (CONT'D.) (T)

2.9.6. 9-1-1

The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person affected by the dialing of the digits "9-1-1."

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.10. MAINTENANCE AND REPAIR

2.10.1. All ordinary expense of maintenance and repair in connection with services provided by the Company is borne by the Company unless otherwise specified.

2.10.2. Nonrecurring charges do not apply to repair services.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.11. DATABASE ERRORS OR OMISSIONS

2.11.1. Notwithstanding any other provisions herein, the Company expressly denies any representation or warranty that database records, data, or other information created, utilized or furnished hereunder will be furnished without interruption or free of errors or omissions. In no event shall the Company, its officers, directors, agents, servants, or employees, be liable for direct, incidental, punitive, or consequential damages for damages, injuries or costs arising from any such interruptions, errors, or omissions, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.12. RESPONSIBILITIES OF THE CUSTOMER

2.12.1. LOST OR DAMAGED EQUIPMENT

2.12.1.1. In the case of damage to, or destruction of, any of the Company's equipment, instruments, apparatus, accessories or wiring due to the negligence or willful act of the Customer and not due to ordinary wear and tear, the Customer will be held responsible for the cost of restoring the equipment, instruments, apparatus, accessories or wiring to its original condition, or of replacing the equipment, instruments, apparatus, accessories or wiring destroyed.

2.12.1.2. The Customer is required to reimburse the Company for loss, through theft of equipment, instruments, apparatus, accessories or wiring furnished to the Customer.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.13. BUILDING SPACE AND ELECTRIC POWER SUPPLY

2.13.1. All operations at the Customer's premises will be performed at the expense of the Customer and will be required to conform to whatever rules and regulations the Company may adopt as necessary in order to maintain a proper standard of service.

2.13.2. The Customer is required to provide adequate building space, lighting and atmospheric control for the proper installation, operation and maintenance of the equipment and facilities placed by the Company on his premises.

2.13.3. When Company equipment, installed on the Customer's premises, requires power for its operation, the Customer is required to provide such power. The Customer is required to provide adequate commercial power, wiring, electrical outlets, and environmentally appropriate conditions necessary for the proper operation of the Company's equipment on the Customer's premises.

2.13.4. The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company's personnel to install, repair, maintain, program, inspect or remove equipment with the provision of the Company's services. (T)

2.13.5. The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Price List and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon five (5) days written notice via first class U.S. mail, terminate the Customer's service. (T)

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.14. SPECIAL TAXES, FEES, CHARGES

2.14.1. Rate schedules of the Company in Florida do not include any municipal, license, franchise, or occupation tax, costs of furnishing service without charge, or similar taxes or impositions on the Company.

2.14.2. The amount paid by the Company to a municipality as a cost of doing business within that municipality under a franchise, or pursuant to a license or occupation tax levied by the municipality, will be added to the bill for service to the Company's Customers within such municipality for the privilege of employment within the municipality shall be so surcharged.

2.14.3. A monthly surcharge to recover the additional expense related to any municipal, license, franchise, or occupation tax, costs of furnishing service without charge, or similar taxes will be added to Customer bills for all recurring and nonrecurring rates and charges for all intrastate service except returned check charges and late payment charges.

2.14.4. Introduction, cancellation, or modification of a surcharge will be effective on the date of the Customer's first bill rendered after the effective date of the change.

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Longmont, Colorado 80503

2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.15. Promotional Offerings

2.15.1. Nonrecurring Charges

During specific promotional periods not to exceed 90 days, the offer may be made to reduce nonrecurring charges on a non-discriminatory basis. Each such offer shall be briefly described in a sequentially numbered informational letter to the Commission on seven days notice.

2.15.2. Recurring Rates and Charges

For the purpose of encouraging Customers to try different telecommunications services, the Company may offer promotional programs. The purpose of these programs is to waive or reduce recurring rates or charges to introduce present or potential Customers to Intrado Communications' product(s) or service(s) not currently being received by the Customer. (T)
The Company may also offer incentives or other benefits to Customers to encourage the purchase or retention of any such service or product. Any such offers will be made on a non-discriminatory basis but are subject to service and facility availability and are subject to Commission rule requirements and state statutes.

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Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Sheet 40 (T)
Cancels 1st Revised Sheet 40

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3. THIS SECTION IS RESERVED FOR FUTURE USE

Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Sheet 41 (T)
Cancels 1st Revised Sheet 41

4. THIS SECTION IS RESERVED FOR FUTURE USE

5. Emergency Services

5.1 Intelligent Emergency Network® Service (T)

Intelligent Emergency Network Services are telecommunications services that permit a Public Safety Answering Point (PSAP) to receive emergency calls placed by dialing the number 9-1-1 and/or emergency calls originated by personal communications devices.

Intelligent Emergency Network Services support interconnection to other telecommunications service providers for the purpose of receiving emergency calls originated in their networks. Intelligent Emergency Network Services include 9-1-1 call routing and transfer services that use a call management system to either directly perform (T)
the selective routing of an emergency call to the appropriate PSAP, or may be used to hand-off the call to a separate 9-1-1 Service Provider (possibly a legacy 9-1-1 selective router) for call completion to the appropriate PSAP. Intelligent Emergency Network Services also provide call bridging and post call activity reporting. (T)

Intelligent Emergency Network 9-1-1 Routing includes a comprehensive data management and delivery service, ALI Management Services. ALI Management Services provide PSAPs more control over ALI data management with highly accurate data and *superior reporting. ALI Management allows Customers to optimize their* 9-1-1 (T)
operations. ALI Management Services offers superior features such as "drill down" metric reporting capabilities for wireline, wireless, and VoIP 9-1-1 calls. The solution includes a web interface for data queries and MSAG management. (T)

Intelligent Emergency Network Services are offered subject to the availability of facilities. The Customer is the Governing Authority that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this Price (T)
List.

(D)
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|
|
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(D)

Intelligent Emergency Network Services are only available under contract with a minimum term agreement of one year.

(T)
|
|
(T)

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5. Emergency Services, (Cont'd.)

5.1 Intelligent Emergency Network Service, (Cont'd.)

5.1.1 9-1-1 Routing Service

9-1-1 Routing is a public safety grade, specialized managed network for processing 9-1-1 calls that allows the PSAP to accommodate new technologies while simultaneously enabling more control over 9-1-1 call routing operations. The Company's solution utilizes a redundant, secure network. Facilities and (T)
nodes are geographically diverse and are equipped with physically redundant data communications and power equipment that allow for continuous operation and reliability. 9-1-1 Routing delivers emergency calls from both traditional and non-traditional voice networks. In addition to processing traditional TDM voice traffic, 9-1-1 Routing also provides Internet Protocol based call processing (T)
capabilities.

Intrado Communications' 9-1-1 Routing Service facilitates interoperability and (T)
allows for specialized management of different call types. The Customer can designate, capture, and report on specific instructions for handling each call type:

Wireline: Supports traditional wireline emergency calls originating from an end office, central office and/or enterprise private branch exchange (PBX) over standard based Centralized Automatic Message Accounting (CAMA), both analog and digital interfaces, SS7 and PRI interfaces.

Wireless: Supports delivery of wireless 9-1-1 calls to assigned PSAPs. Carriers having the capability to provide wireless handset ANI, cell site and sector and/or longitudinal and latitudinal (x,y) coordinates in the appropriate format, may connect directly to the 9-1-1 Routing Service.

VoIP: Supports delivery of voice over Internet protocol (VoIP) emergency calls (T)
originating from a VoIP Service Provider. VoIP Service Providers capable of providing calls and data in the appropriate format can connect directly to the 9-1-1 Routing Service.

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5. **Emergency Services, (Cont'd.)**

5.1 Intelligent Emergency Network Service, (Cont'd.)

5.1.2 9-1-1 Routing Service Features

A. Automatic Number Identification (ANI)

Automatic Number Identification (ANI) is the feature by which the telephone number or other related routing (pANI) number associated with an inbound 9-1-1 caller is received by Intelligent Emergency Network 9-1-1 Routing and passed on to the proper PSAP. The ANI is also used to determine the proper PSAP to receive the inbound call.

B. 9-1-1 Routing Options

Selective Routing
The routing of a 9-1-1 call to the proper PSAP based upon the location of the caller. Selective Routing is typically accomplished by mapping the ANI to an ESN that has been derived based on the caller's location. The ESN maps to a specific routing rule that identifies the PSAP and possible alternative destinations.

Trunk Only Routing
Inbound trunks, typically from a given Telecommunications Carrier, can be designated to route all calls to a given destination, usually a specific PSAP. If Trunk Only Routing is not specified the system will attempt to perform Selective Routing.

Default Routing
When an incoming 9-1-1 call cannot be selectively routed due to the reception of an ANI number that is either not stored in the selective router data base, unintelligible ANI or when no ANI number is passed, a predetermined call route will be chosen and the caller will be terminated to the PSAP based upon the incoming trunk facility the call is passed over.

PSAP Abandonment Routing
If a situation arises where a PSAP must be closed or evacuated, this feature provides specific routing instructions for delivery of calls to recovery locations.

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5. **Emergency Services, (Cont'd.)**

5.1 **Intelligent Emergency Network Service, (Cont'd.)**

5.1.2 **9-1-1 Routing Service Features, (Cont'd.)**

C. **9-1-1 Transfer Options**

Fixed Transfer
Fixed transfer is a feature which enables a PSAP call taker to transfer a 9-1-1 call to a secondary destination (possibly another PSAP) by dialing a pre-assigned speed dial code or by use of a single button on an approved Customer telephone system that dials the appropriate code. (T)

Selective Call Transfer
Selective Call Transfer is a feature enabling a PSAP call taker to transfer an incoming 9-1-1 call to another agency by dialing a pre-assigned speed dial code associated with police, fire or medical agencies or by use of a single button on an approved Customer telephone system that dials the (T)
appropriate code. The specific transfer destination is determined by the caller's originating location as specified by the ESN.

Manual Transfer
A PSAP call taker may transfer an incoming call manually by depressing the hook switch of the associated telephone or the "add" button on approved Customer telephone system, and dialing either an appropriate seven or 10-digit telephone number.

Alternate Routing
The Overflow Call Disposition transfer feature enables the ability for callers to be terminated either to a previously designated alternate call center, a prerecorded message or to a busy tone when all PSAP trunks are busy.

D. **Call Event Logging**

The Call Event Logging feature delivers reporting information containing the ANI received from a 9-1-1 call, the identity of the incoming trunk the Selective Router received the call over, the identity of the outgoing PSAP trunk the call is terminated to, and the date and time the call was delivered to its target destination, transferred and/or disconnected.

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5. **Emergency Services, (Cont'd.)**

5.1 Intelligent Emergency Network Service, (Cont'd.)

5.1.3 ALI Management Service

A. MSAG Management
The Company provides a data management and administration tool that automates the viewing and communication of updates, insertions, and deletions to the MSAG database. (T)

B. MSAG Build Services
Intrado Communications acts as the facilitator with the addressing authority in the creation and maintenance of the MSAG utilizing recognized National Emergency Number Association (NENA) standards. (T)

C. English Language Translation (ELT) Management
ELT information provides the names of fire, EMS and police jurisdictions associated with each ESN so that it may be delivered with the ALI to the PSAPs at the time of the E9-1-1 call. The requests are validated for accuracy and either updated into the database, or referred back to the PSAP for resolution. Upon completion of the transaction, notification is provided to the Customer

D. Subscriber Record Management
Subscriber Record Management is the collection of service order records from Telephone Service Providers (TSPs), validation of those records against the MSAG, and storage of the records for the generation of the ALI database.

E. ALI Database Updates
After processing and validating subscriber record updates, the Company posts ALI records for call routing and for retrieval and display by the PSAP during 9-1-1 calls. (T)

F. ANI/ALI Discrepancy Resolution
An ANI/ALI discrepancy occurs when an ALI record delivered to a PSAP does not match the information of the caller. Intrado Communications will investigate ANI/ALI discrepancy reports and refer each discrepancy to the respective TSP for resolution. (T)

5. **Emergency Services, (Cont'd.)**

5.1 **Intelligent Emergency Network Service, (Cont'd.)**

5.1.3 **ALI Management Services, (Cont'd.)**

G. **Misroute Resolution**
An ANI/ALI misroute occurs when a 9-1-1 call is delivered to the incorrect PSAP. The Company investigates ANI/ALI misroute reports and refers each misroute report to the TSP for resolution. (T)

H. **No Record Found (NRF) Resolution**
An NRF occurs when the ANI provided does not exist in the ALI database and/or when NRF is displayed at the PSAP. The Company will resolve or refer each NRF to the respective TSP for resolution. (T)

I. **Local Number Portability (LNP) Processing**
Intrado Communications supports LNP, which allows subscribers to switch from one TSP to another without changing their phone numbers. (T)

J. **ALI Delivery**
ALI Delivery provides location information via the ALI Data Access Connections to a PSAP during a 9-1-1 call.

K. **Data Support of Wireless and VoIP E9-1-1**
Intrado Communications' database management systems support both Phase I and Phase II wireless and VoIP E9-1-1 call processing. This includes the E2 interface used by wireless service providers to communicate 9-1-1 caller location information to the ALI database. (T)

L. **ALI Metrics Reporting**
The Company provides access to reports that provide details on data transactions, the number of records processed, and the number of errors. (T)

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5. **Emergency Services, (Cont'd.)**

5.1 **Intelligent Emergency Network Service, (Cont'd.)**

5.1.4 **9-1-1 Exchange Access**

9-1-1 Exchange Access provides one way call delivery trunks from the 9-1-1 Routing Service to the PSAP. The 9-1-1 Exchange Access trunks are conditioned to allow delivery of ANI to the PSAP. They also allow signaling from the PSAP to the 9-1-1 Routing Service to invoke special features of the 9-1-1 Routing Service, such as transfer, speed dialing, etc.

5.1.5 **ALI Data Access Connections**

ALI Data Access Connections provide the PSAP network access to the ALI Database for ALI Delivery.

5.1.6 **Diverse Facility Routing**

Where facilities exist and a Customer wishes to subscribe to such services, the Company will arrange for diverse routing over alternate voice and/or data paths to reduce the potential for service failure as a result of an interruption of transport facilities. (T)

Diverse routing is supplied to the extent made possible as determined by the availability of current facilities. Diversity at Customer locations and additions to existing facilities to obtain diversity, where feasible within E9-1-1 network and as determined by the respective facility provider, will be based upon the costs incurred by the respective facility provider and will be supplied upon Customer request.

5. Emergency Services, (Cont'd.)

5.2 Intelligent Emergency Network 9-1-1 Routing Rules & Regulations

5.2.1 The Intelligent Emergency Network Service Customer may be a municipality, other federal, state or local governmental unit, an authorized agent of one or more municipalities or other federal, state or local governmental units to whom authority has been lawfully delegated. The Customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the served territory.

5.2.2 Intelligent Emergency Network Service is provided by the Company where facilities and operating conditions permit.

5.2.3 Intelligent Emergency Network Service is not intended as a total replacement for the local telephone service of the various public safety agencies which may participate in the use of this service. The Customer must subscribe to additional local exchange services for purposes of placing administrative outgoing calls and for receiving other calls. (T) (T) (T)

5.2.4 Application for Intelligent Emergency Network Service must be executed in writing by the Customer. If execution is by an agent, satisfactory evidence of the appointment must be provided in writing to the Company. At least one local law enforcement agency must be included among the participating agencies.

5.2.5 Intelligent Emergency Network Service is provided solely for the benefit of the Customer operating the PSAP as an aid in handling assistance calls in connection with fire, police and other emergencies. The provision of Intelligent Emergency Network Service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any relationship with or any Company obligation direct or indirect, to any third person or legal entity other than the Customer.

5.2.6 The Company does not undertake to answer and/or forward 9-1-1 or other emergency calls, but furnishes the use of its facilities to enable the Customer's personnel to respond to such calls.

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Intrado Communications Inc.

Florida Price List No. 1 (T)
1st Revised Sheet 50 (T)
Cancels Original Sheet 50

5. **Emergency Services, (Cont'd.)**

5.2 Intelligent Emergency Network 9-1-1 Routing Rules & Regulations, (Cont'd.)

5.2.7 The rates charged for Intelligent Emergency Network Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The Customer shall make such operational tests as, in the judgment of the Customer, are required to determine whether the system is functioning properly for its use. The Customer shall promptly notify the Company in the event the system is not functioning properly.

5.2.8 The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.

5.2.9 The Customer must furnish the Company its agreement to the following terms and conditions.

A. That all 9-1-1 or other emergency calls will be answered on a 24-hour day, seven-day week basis.

B. That the Customer has responsibility for dispatching the appropriate emergency services, or will undertake to transfer all emergency calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.

C. That the Customer will develop an appropriate method for responding to calls for nonparticipating agencies which may be directed to their PSAP by calling parties.

D. That the Customer will subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls.

5. Emergency Services, (Cont'd.)

5.2 Intelligent Emergency Network 9-1-1 Routing Rules & Regulations, (Cont'd.)

5.2.10 When the ALI Management Service is provided, the Customer is responsible to:

A. Provide information regarding the jurisdictional boundaries associated with all involved public safety agencies.

B. Support the creation of a master address file for use in validating subscriber address information and application of appropriate jurisdictional responsibility.

C. Define the unique combinations of public safety agencies (police, fire, medical, etc) responsible for providing emergency response services in any specific geographic location.

5.2.11 When the 9-1-1 Routing feature is provided, the Customer is responsible for identifying primary and secondary PSAPs associated with the unique combinations noted in 5.2.10.C. above and providing the access or telephone numbers required to support the selective transfer feature of 9-1-1 Routing Service.

5.2.12 After establishment of service, it is the Customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file, and to advise the Company of any changes in street names, establishment of new streets, closing and abandonment of streets, changes in police, fire, emergency medical or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 9-1-1 calls to the proper PSAP.

5. **Emergency Services, (Cont'd.)**

5.2 Intelligent Emergency Network 9-1-1 Routing Rules & Regulations, (Cont'd.)

5.2.13 The following terms define the Customer's responsibilities with respect to any information provided by the Company to the Customer as part of ALI Management Service:

A. Such information shall be used by the Customer solely for the purpose of aiding the Customer in more accurately identifying, updating and/or verifying the addresses of subscribers within the Customer's serving areas in connection with the Customer's provision of emergency response services.

B. Customer shall strictly limit access to the information to those authorized employees of the Customer with a need to know and those employees actually engaged in the provision of emergency assistance services.

C. Customer shall use due care in providing for the security and confidentiality of the information.

D. Customer shall make no copies of the information except as may be essential for the verification of emergency assistance services.

5.2.14 Each Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, and other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person: (1) for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, and which arises out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them, or (2) for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of Intelligent Emergency Network Service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone number used by the party or parties accessing Intelligent Emergency Network Service hereunder, or (3) arising out of any act or omission of the Customer, in the course of using services provided pursuant to this Price List. (T)

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(T)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the Responses were served on the following parties by Electronic Mail and/or U.S. Mail on this 8th day of July, 2008.

Lee Eng Tan, Esq.
Senior Attorney
Office of the General Counsel
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

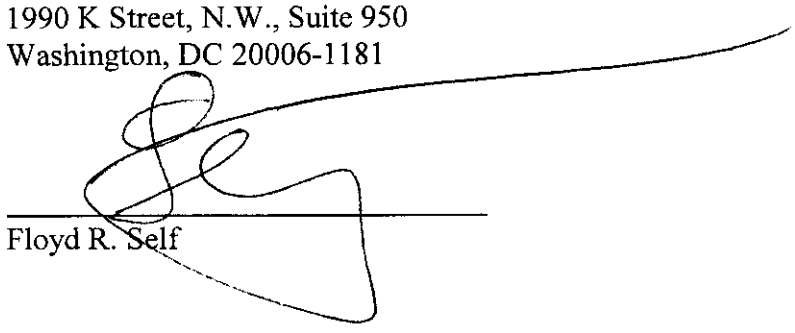
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Floyd R. Self

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: Thomas Hicks

PARTY: Intrado

DESCRIPTION: Diagram of "Intelligent Emergency Network," attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 27
COMPANY Intrado
WITNESS Thomas Hicks (TH-1)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # TH-1

Intelligent Emergency Network (R)

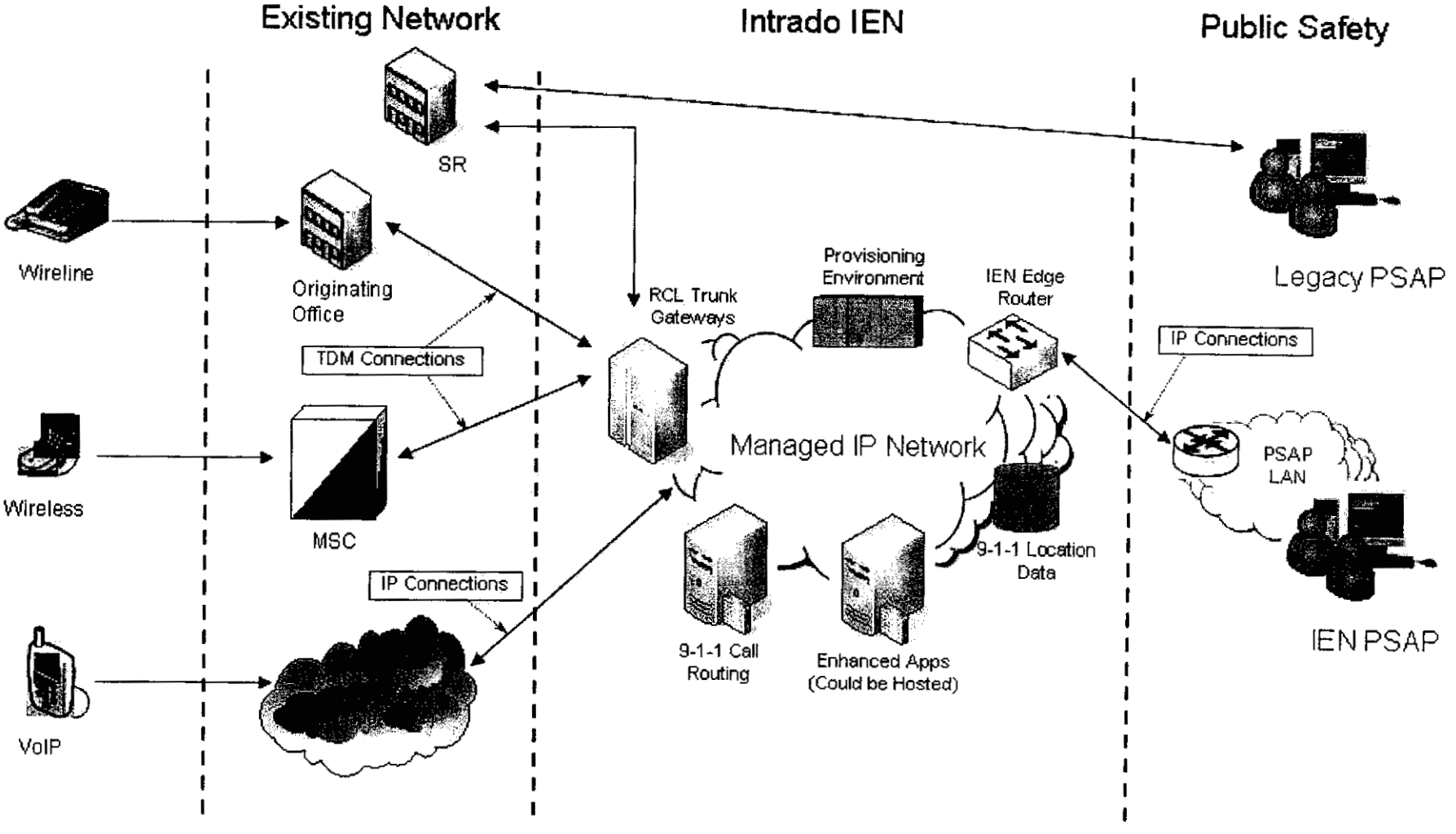


EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: Thomas Hicks

PARTY: Intrado

DESCRIPTION: Diagram of "Legacy 911 Environment," attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 28
COMPANY Intrado
WITNESS Thomas Hicks (TH-2)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # TH-2

Legacy 911 Environment

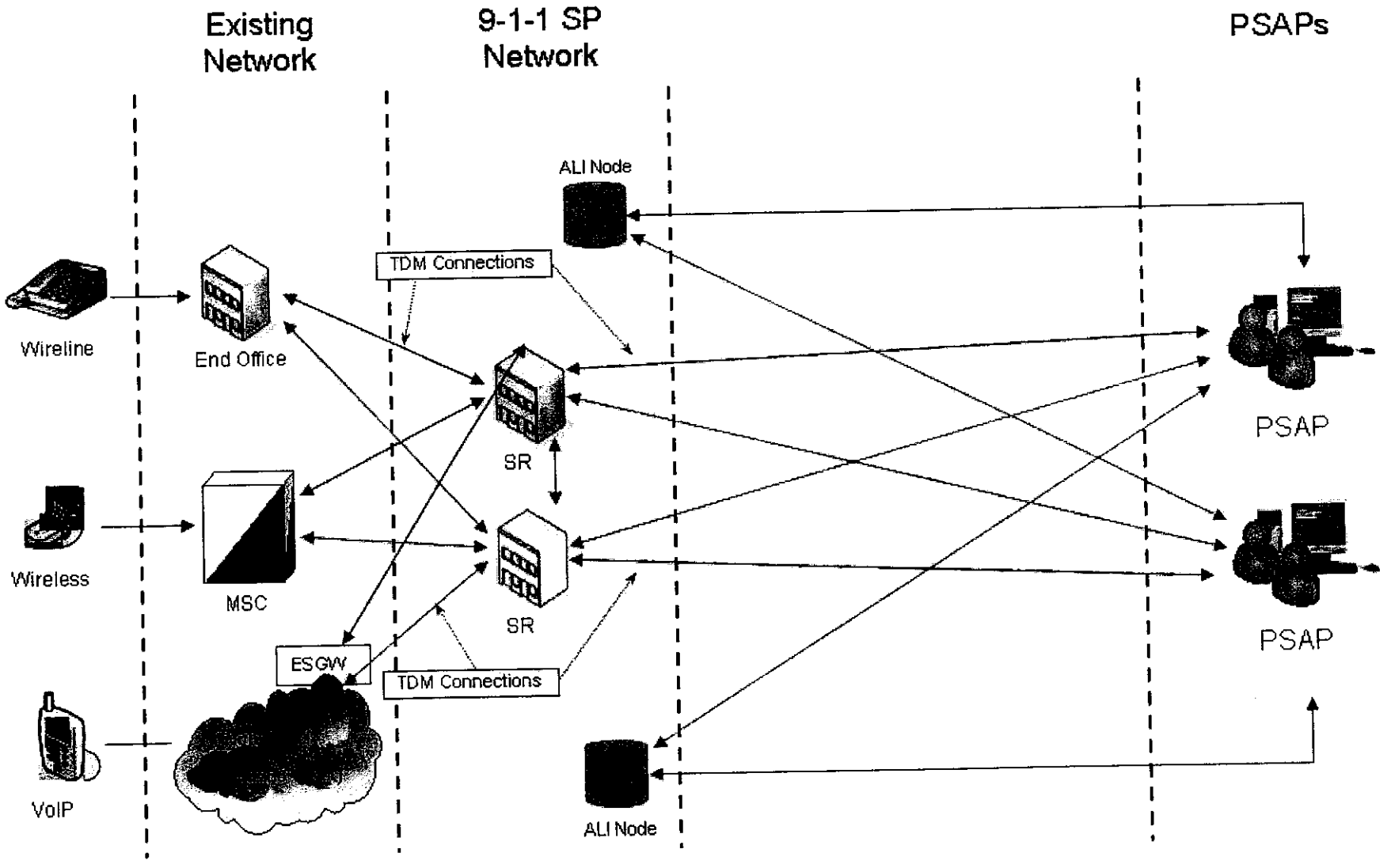


EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: Thomas Hicks

PARTY: Intrado

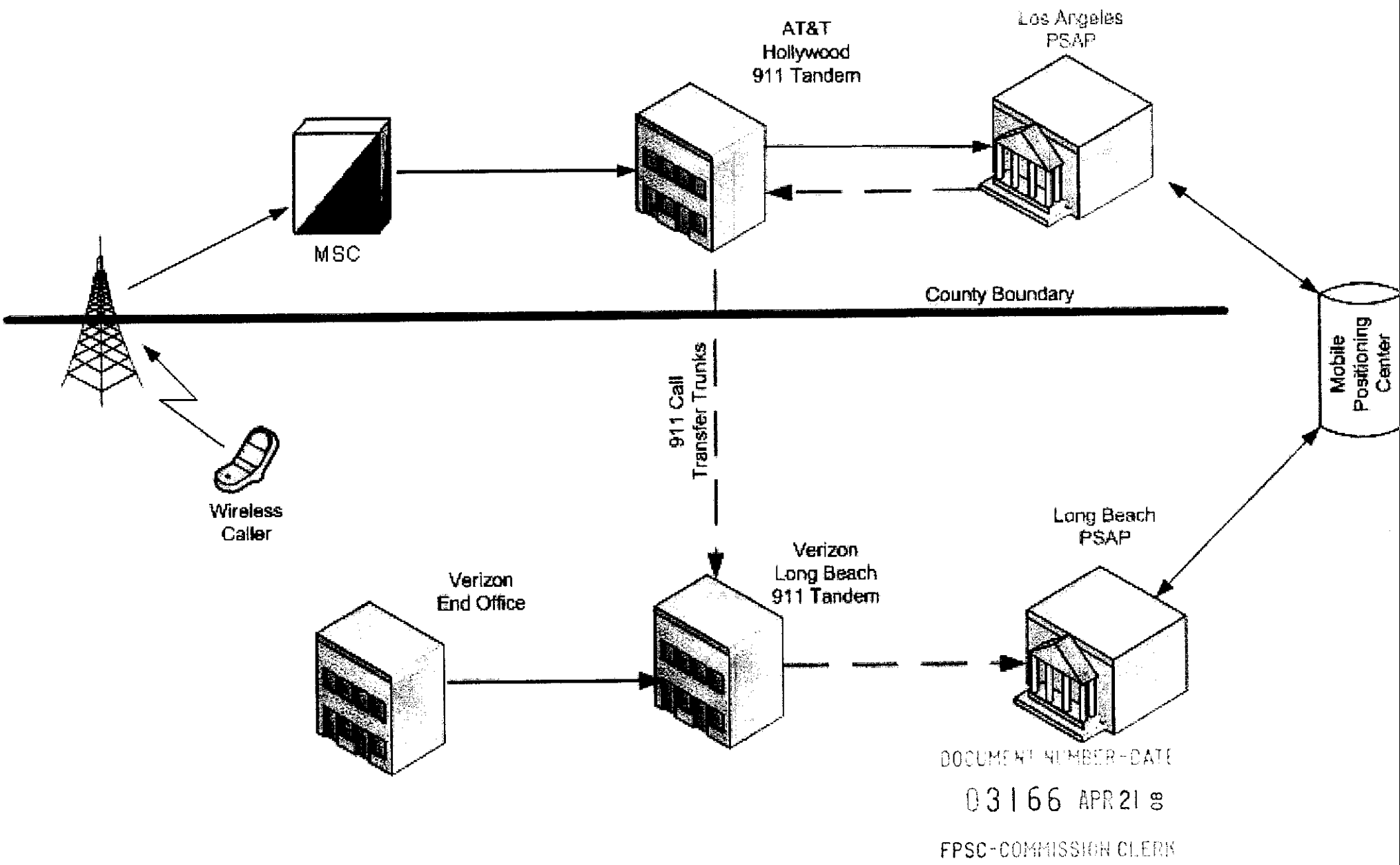
DESCRIPTION: Diagram of "Sample California Call Transfer Arrangement," attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP EXHIBIT 29
COMPANY Intrado
WITNESS Thomas Hicks (TH-3)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # TH-3

Sample California Call Transfer Arrangement



DOCUMENT NUMBER-DATE
03166 APR 21 08
FPSC-COMMISSION CLERK

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: Thomas Hicks

PARTY: Intrado

DESCRIPTION: Diagram of "Typical Components of an E911 System," attached to direct testimony

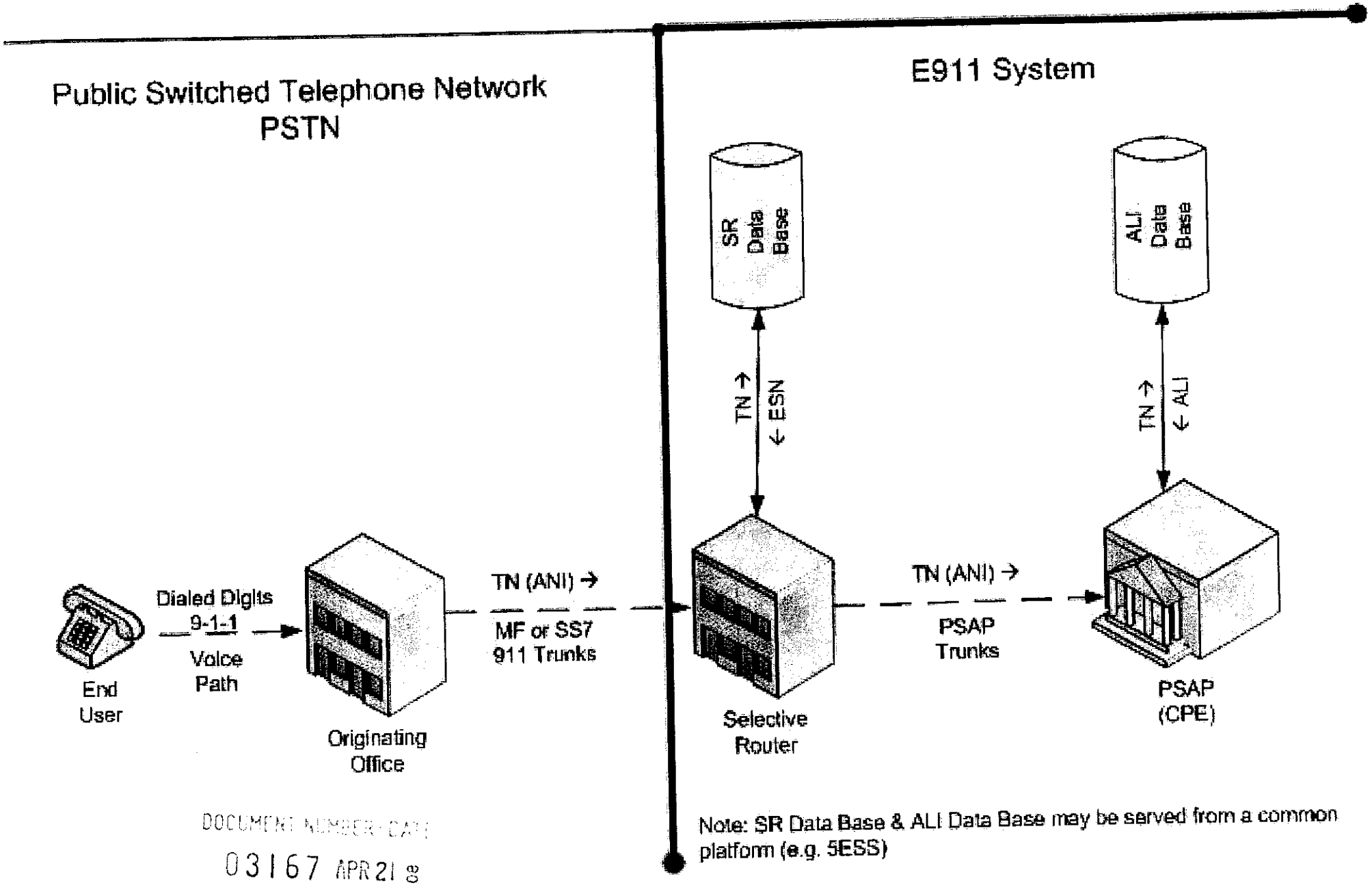
FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP EXHIBIT 30
COMPANY Intrado
WITNESS Thomas Hicks (TH-4)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # TH-4

DOCKET NO. 070[illegible]TP
EXHIBIT _____([illegible])
TYPICAL COMPONENTS OF AN E911 SYSTEM
PAGE 1 OF 1

Typical Components of an E911 System



Note: SR Data Base & ALI Data Base may be served from a common platform (e.g. 5ESS)

DOCUMENT NUMBER-DATE
03167 APR 21 08
FPSC-COMMISSION CLERK

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: Thomas Hicks

PARTY: Intrado

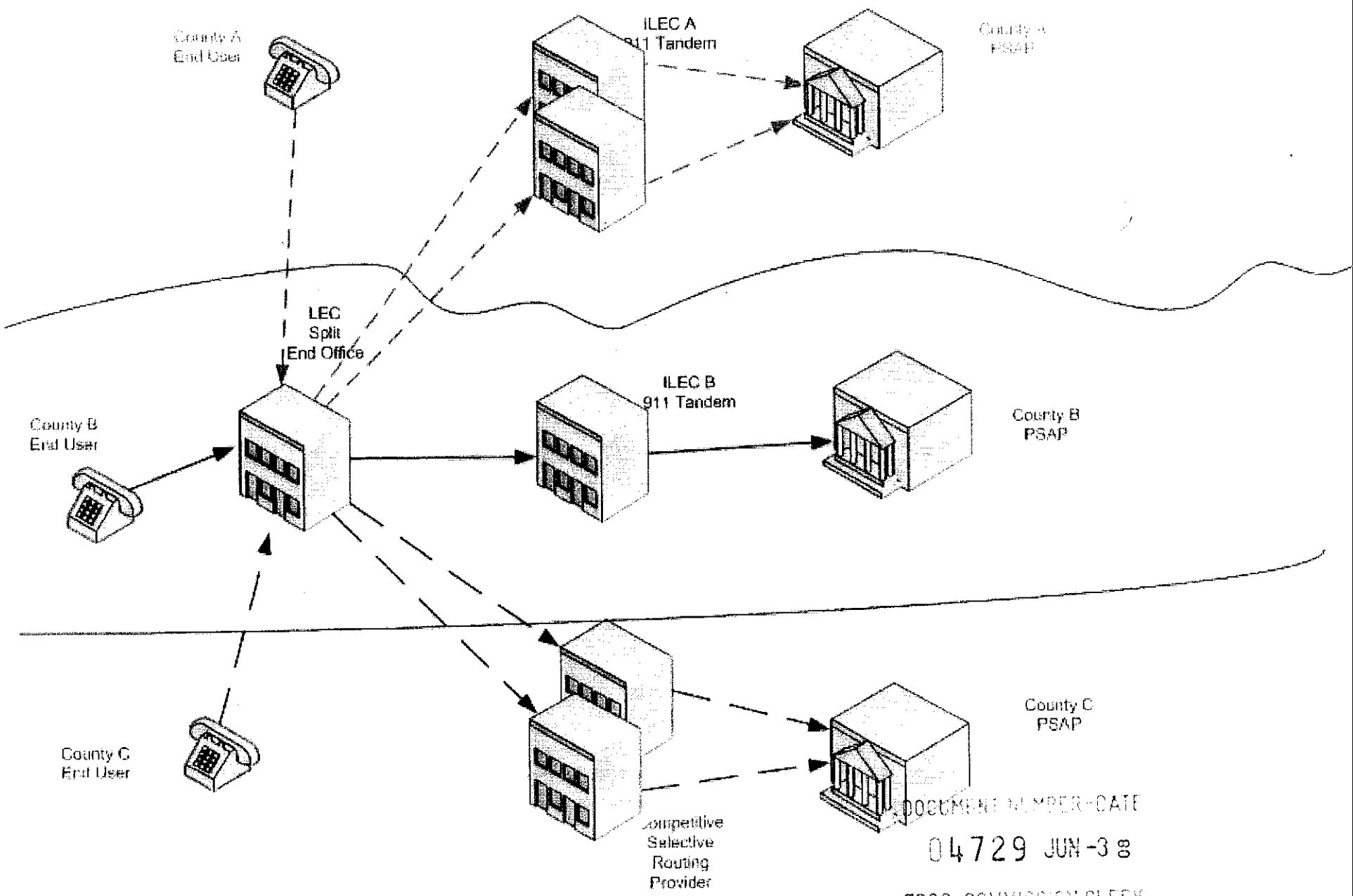
DESCRIPTION: Diagram of "911 Call Sorting at Originating Office," attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP EXHIBIT 31
COMPANY Intrado
WITNESS Thomas Hicks (TH-5)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # Revised
TH-5

911 Call Sorting at the Originating Office



DOCUMENT NUMBER-DATE
04729 JUN-3 08
FPSC-COMMISSION CLERK

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: Thomas Hicks

PARTY: Intrado

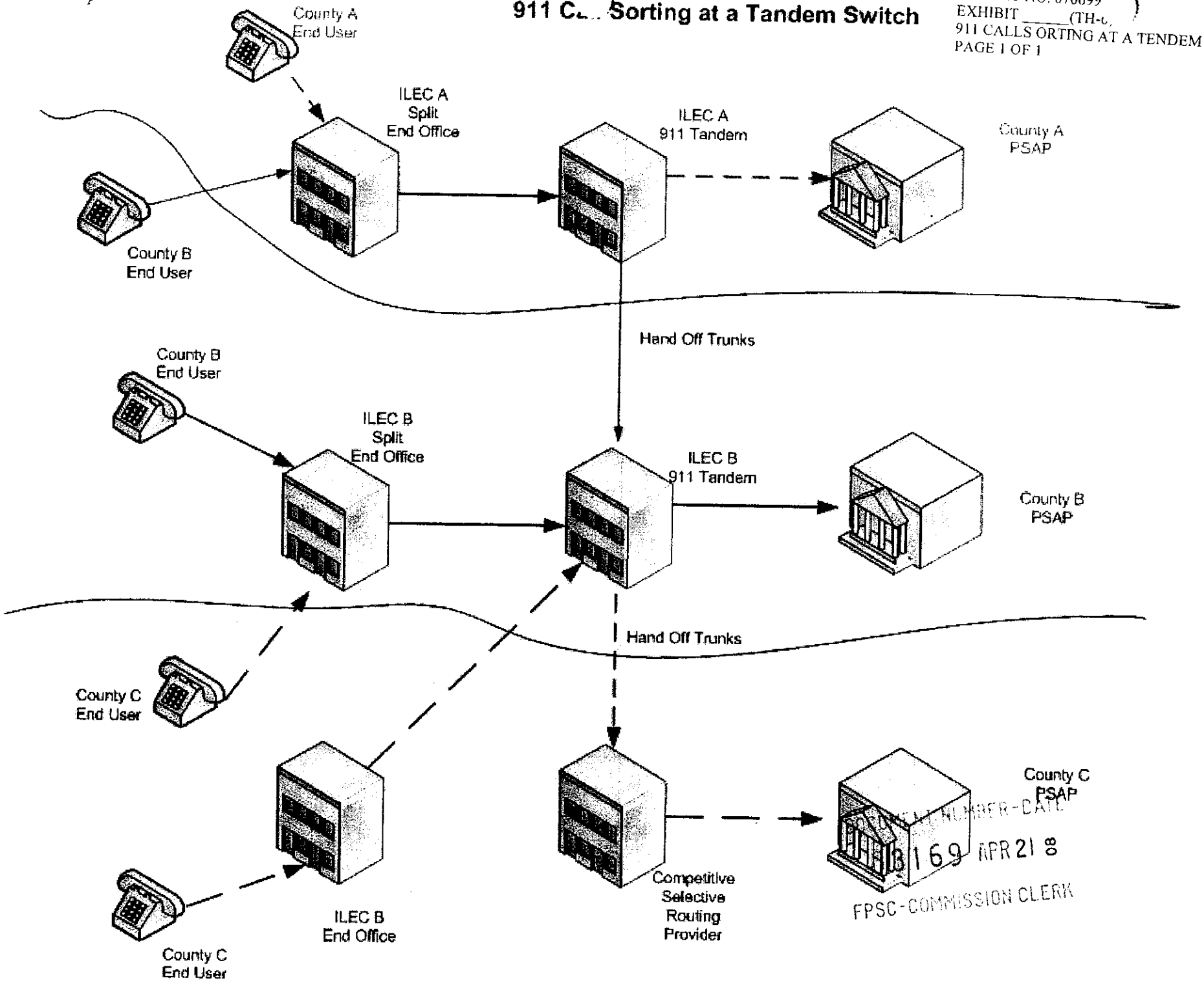
DESCRIPTION: Diagram of "911 Call Sorting at a Tandem Switch," attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 32
COMPANY Intrado
WITNESS Thomas Hicks (TH-6)
DATE 02/09/08

PROFFERING PARTY: Staff

I.D. # TH-6

911 C... Sorting at a Tandem Switch



NUMBER-DATE
03169 APR 21 08
FPSC-COMMISSION CLERK

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: Thomas Hicks

PARTY: Intrado

DESCRIPTION: Proposed Pricing Schedule, attached to rebuttal testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 33
COMPANY Intrado
WITNESS Thomas Hicks (TH-7)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # TH-7

Intrado Communications Inc.

IEN INTERCONNECTION PRICING SCHEDULE

	One Time Fee	Monthly Recurring Charge
Per DS1	$250.00	$127.00
Per DS0	$250.00	$ 40.00

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: Thomas Hicks

PARTY: Intrado

DESCRIPTION: Excerpts of Essential Communications During Emergencies Team Report, attached to rebuttal testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 34
COMPANY Intrado
WITNESS Thomas Hicks (TH-8)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # TH-8

Network Reliability Council Focus Group IV

Essential Communications During Emergencies Team Report

Findings and Recommendations Pertaining to Emergency Service Network Reliability

January 12, 1996

Focus Group Leader: M. Michael Foster
GTE Telephone Operations

Focus Group Mentor: Arthur Prest
Cellular Telecommunications Industry Association

6. Essential Services Best Practice Recommendations

Best Practices are those countermeasures (but not the only countermeasures) that go furthest in eliminating the root causes of outages. *Network Reliability: A Report to the Nation* contained a total of 27 Best Practices pertaining to 9-1-1. All 27 original Best Practices have been rewritten and expanded to include alternate technologies where appropriate. These 27, and new best practices ES28 through ES33, being introduced by the ECOMM Team are categorized as follows. The ECOMM Team believes implementation of these practices will improve the reliability of the Public Switched Telephone Network (PSTN) and minimize the potential for interruption to vital emergency communications.

Category	New Best Practice No.	Former Best Practice No.
6.1 Defensive Measures for Interoffice Facilities...		
6.1.1 Diverse Interoffice Transport Facilities	ES01	112
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6.3.3 Redundant Paired 9-1-1 Tandems	ES14	126
6.3.4 Multiple Diverse Tandem Switches with Diverse DCSs	ES15	127
6.3.5 TOPS as a 9-1-1 Tandem Backup	ES16	120

Table 6-1 NRC Essential Service Best Practices

Category	New Best	Former Best

	Practice No.	Practice No.
6.4 Reverse Trends toward Centralization	ES17	109
6.5 Local Loop Diversity	ES18	128
6.6 Network Management Center and Repair Priority	ES19	129
6.7 Diverse ALI Data Base Systems	ES20	130
6.8 Mass Call Management... 6.8.1 Move Mass Calling Stimulator away from 9-1-1 Tandem Switch 6.8.2 Pre-Planning for Mass Calling Events	 ES21 ES22	 131 132
6.9 Contingency Planning... 6.9.1 Contingency Plan Development 6.9.2 Contingency Plan Training 6.9.3 Public Education on Proper Use of Essential Communications	 ES23 ES24 ES25	 133 134 135
6.10 Improve Communications among Network Providers and PSAPs	ES26	111
6.11 Common Channel Signaling (CCS)	ES27	110
6.12 Critical Response Link Redundancy/Diversity	ES28	New
6.13 Media and Repair Link Redundancy/Diversity	ES29	New
6.14 Private Switch/Alternative LEC ALI	ES30	New
6.15 CMRS - Emergency Calling	ES31	New
6.16 Cable Television Services	ES32	New
6.17 Outage Reporting	ES33	New

Table 6-1 NRC Essential Service Best Practices

Some of the best practices are alternate solutions for improving network reliability, and implementation of one practice may negate the need to implement another. For example, if one

were to implement Best Practice ES03, it would not be necessary to implement Best Practice ES01 since the concept of facility route diversity is achieved in both practices.

6.1 Defensive Measures for Interoffice Facilities

Best Practices ES01 through ES05 describe practices that promote safeguarding of network facility paths between the callers end office and the PSAP.

6.1. Best Practice ES01 Diverse Interoffice Transport Facilities

When all 9-1-1 circuits are carried over a common interoffice facility route, the PSAP has increased exposure to possible service interruptions related to a single point of failure (e.g., cable cut). The ECOMM Team recommends diversification of 9-1-1 circuits over multiple, diverse interoffice facilities.

Diversification may be attained by placing half of the essential communication circuits on one facility route, and the other half over another geographically diverse facility route (i.e., separate facility routes). Many LECs deploy diverse interoffice facility strategies when diverse facilities are already available. (See Figure 6-1)

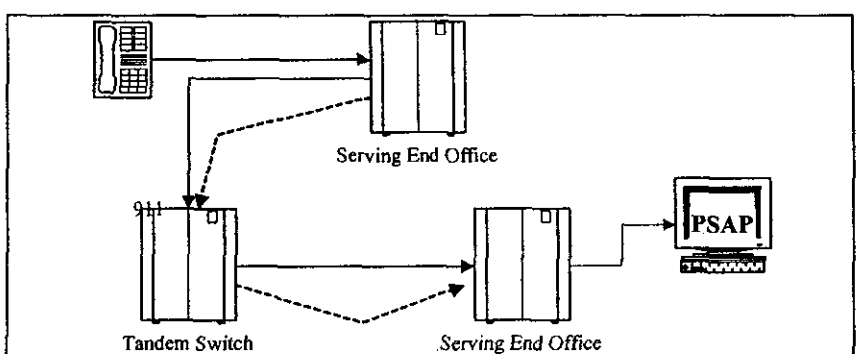


Figure 6-1 Interoffice Facility Architecture with Diversity

6.1.2 Best Practice ES02 Diverse Interoffice Transport Facilities with Standby Protection

A variation of the facility diversity architecture is deployment of a 1-by-1 facility transport system. This architecture is protected by a standby protection facility that is geographically diverse from the primary facility. Because no calls are lost while switching to the alternate transport facility during primary route failure, this architecture is considered self-healing.

6.1.3 Best Practice ES03 Diverse Interoffice Transport Facilities Using DCS

Earlier NRC Focus Group recommendations suggested using diverse interoffice transport facilities from the called serving end office via two diverse Digital Cross-connect Systems (DCS) for concentration. This approach provides diversity and, due to the concentration by the DCS network elements, offers a less costly network solution. Circuit rearrangement activity under this configuration will less likely result in the circuits being placed into non-diverse facilities. (See Figure 6-2)

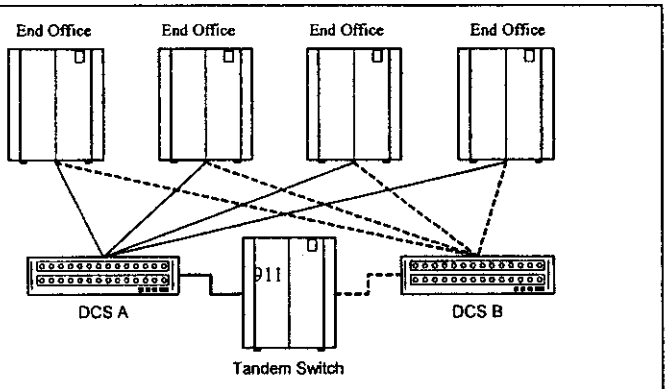


Figure 6-2 Interoffice Facility Architecture

6.1.4 Best Practice ES04 Fiber Ring Topologies for 9-1-1 Circuits

Fiber optic network elements offer network service providers the ability to aggregate large amounts of call traffic onto one transport facility. Traffic aggregation opposes the diverse facility transport recommendations defined in this document. However, fiber rings permit a collection of nodes to form a closed loop whereby each node is connected to two adjacent nodes via a duplex communications facility.

Fiber rings provide redundancy such that services may be automatically restored (self healing), allowing failure or degradation in a segment of the network without affecting service. Fiber rings are used in some metropolitan areas, ensuring essential communications service is unaffected by cuts to fibers riding on the ring. Ring features and functionality are part of the Synchronous Optical Network (SONET) technical requirements. The ECOMM Team believes

when essential communications is placed on SONET rings, service interruptions are minimized due to the self-healing architecture employed. (See Figure 6-3)

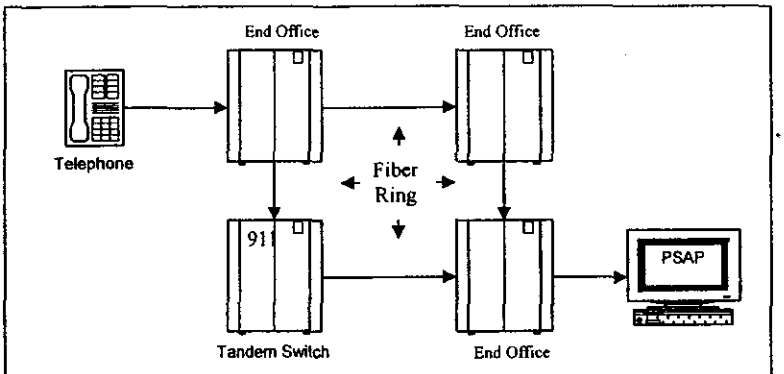


Figure 6-3 Interoffice Facility Architecture with Ring Diversity

6.1.5 Best Practice ES05 Red-Tagged Diverse Equipment

Depending on LEC provisioning practices, the equipment in the central office can represent single points of failure. The ECOMM Team supports the common LEC practice of spreading 9-1-1 circuits over similar pieces of equipment, and marking each plug-in-level component and frame termination with red tags. The red tags alert LEC maintenance personnel that the equipment is used for critical, essential services and is to be treated with a high level of care.

6.2 Alternate Path when the Primary 9-1-1 Interoffice Facility Fails

Best Practice ES06 through ES11 provide practices that promote establishment of alternate call paths between the caller's end office and the PSAP serving office.

6.2.1 Best Practice ES06 Alternate PSAPs from the 9-1-1 Tandem Switch

A common method of handling PSAP-to-Tandem transport facility interruptions is to program the 9-1-1 tandem switch for alternate route selection. If the 9-1-1 caller is unable to complete the call to the PSAP, the tandem switch would automatically complete the call to a pre-programmed directory number or alternate PSAP destination. The alternate PSAP may be either administrative telephones or another jurisdiction's PSAP positions, depending upon the primary PSAPs pre-arranged needs. (See Figure 6-4)

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: John Melcher

PARTY: Intrado

DESCRIPTION: Curriculum Vitae for John R. Melcher, ENP,
attached to rebuttal testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 35
COMPANY Intrado
WITNESS John Melcher (JM-1)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # JM-1

John R. Melcher, ENP
Curriculum Vitae

Corporate History

Mr. Melcher is the founder and president of The Melcher Group – a consulting firm specializing in public safety related activities. Activities include corporate mergers, acquisitions and strategy. Mr. Melcher is also a principal in Cyren Call Communications – advisor to the Public Safety Spectrum Trust Corporation (PSST). Cyren Call is led by veterans of the wireless industry and Public Safety communications, who will assist the PSST in the creation of a nationwide, wireless broadband network that will carry priority Public Safety communications. Cyren Call is headed by Morgan O'Brien, a co-founder of Nextel and a long-time champion of improving public safety communications.

9-1-1 and Public Safety Management/Related Activities

Cyren Call Communications 2006 – Present
Executive Vice President, Office of the Chairman
Managed external corporate communications, legislative, regulatory, lobbying and all outreach efforts to achieve favorable public policy positions for Cyren. Maintained relationships with various industry and public safety organizations such as APCO, IAFC, IACP, NENA to advance these public policy positions. An external presenter and speaker for Cyren at key public safety conferences as well as regulatory and legislative venues.

Greater Harris County 9-1-1 Emergency Network 2004 - 2005
Executive Director
Responsible for design and management of integrated voice and data networks providing emergency number service for over 4.5 million citizens in 48 cities and four counties in the Houston metropolitan area. Greater Harris County 9-1-1 Emergency Network is the largest regional 9-1-1 program in the country.

Chief Operating Officer - 1990 – 2004

Early Warning System Implementation, 2002

- Project Director, implementation of nation's largest early warning notification system for municipalities within coverage area.

Automatic Crash Notification Project (ACN), 2002 -present

- 2000 – Project Director of first proof-of-concept demonstration combining telematics technology within the native 9-1-1 communications infrastructure.
- 2002 – Project Director of first implementation of ACN technology in the public safety environment.
- 2005 – Expansion to include demonstration of mobile threat notification for chemical and bio-hazard.
- Total of 800 police cars across two technology platforms

Wireless 9-1-1 Implementation, 2002

- Project Director for first implementation of wireless 9-1-1 technology for major metropolitan area in the country. The first major deployment of location technology, allowing 9-1-1 call-takers and first responders to pinpoint location of wireless devices calling 9-1-1. Now a national mandate by the Federal Communications Commission.

Texas Wireless Integration Project (WIP), 1996

- Co-chaired the first proof-of-concept demonstration utilizing location technology for routing and delivery of wireless 9-1-1 calls.

Inventor - patented 9-1-1 emergency communications system solutions

National Emergency Number Association (NENA) -16-Year Member

- President of NENA June 2002 – 2003
- 2nd Vice President of NENA 2001 – 2002
- 1st Vice President of NENA 2000 – 2001
- Numerous Testimonies before the United States Congress
- Wireless Liaison for NENA working closely with wireless carriers manufacturer trade associations, the FCC and CTIA, TR45
- ENP certification 1999

Pasadena Police Department - Pasadena, Texas
Technical Director, Dispatch Supervisor 1986 - 1990
Dispatcher, 1982 – 1986
Paramedic, 1984 - 1990

City of Pasadena – Office of Emergency Preparedness
Radio Officer 1978 – 1980
Communications Manager 1980 - 1982

Recognitions:
Presidential Citation, NENA 1995, 1996, 1997, 1998, 2002, 2006
APCO 1993, 1994, 1995, 1996

Recognition by Radio Resource magazine, Most Influential People in Public Safety, 1998 and 1999

Innovator Award from Computerworld Smithsonian for Visionary Use of Information Technology, (organizational award) 1995

Presidential Award, APCO Project 31, 1992 and 1993

Other Endeavors:
President, Pasadena Rotary Club 1992-1993
Licensed Pilot – Instrument Rating
Regular keynote speaker at public safety related conferences

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: James M. Maples

PARTY: Embarq

DESCRIPTION: Diagram of Typical E9-1-1 arrangement between a CLEC and Embarq whereEmbarq is the Wireline E9-1-1 network provider, attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 36
COMPANY Embarq
WITNESS James M. Maples (JMM-1)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # JMM-1

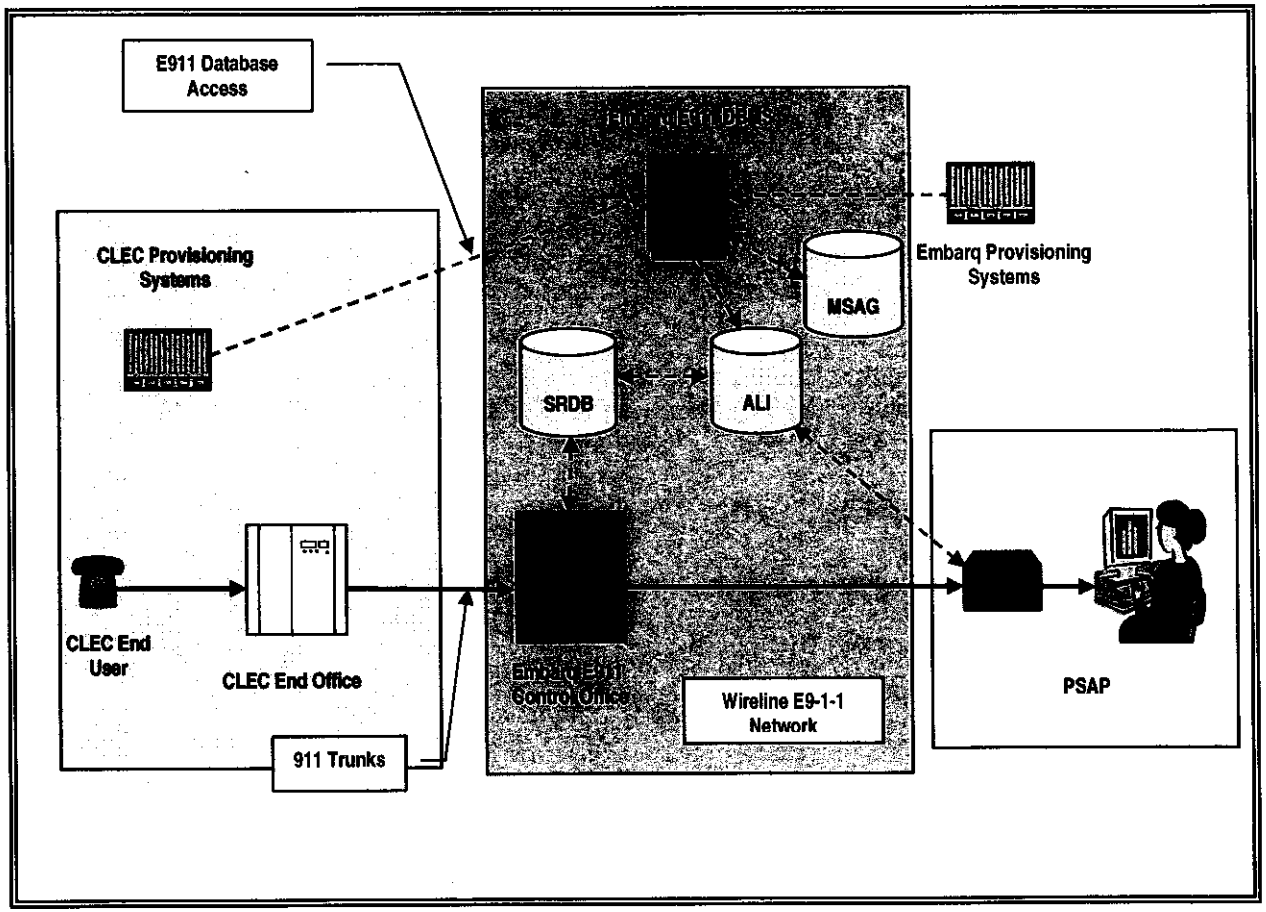


EXHIBIT 1

Typical E9-1-1 Arrangement between a CLEC and Embarq Where Embarq is the Wireline E9-1-1 Network Provider

DBMS	Database Management System (Provides the interface with the various databases).
MSAG	Master Street Address Guide (Table of addresses used to validate addresses input into the ALI).
ALI	Automatic Location Identification Database (Provides end user location information to the PSAP).
SRDB	Selective Router Database (Identifies which PSAP to route the 911 call to).
PSAP	Public Safety Answering Position (The entity that answers the 911 call and provides assistance).

DOCUMENT NUMBER-DATE
03135 APR 21 08
FPSC-COMMISSION CLERK

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: James M. Maples

PARTY: Embarq

DESCRIPTION: Diagram of Typical E9-1-1 arrangement between a CMRS provider and Embarq where Embarq is the Wireline E9-1-1 network provider, Phase 2 Wireless 911 Solution is deployed, attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 37
COMPANY Embarq
WITNESS James M. Maples (JMM-2)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # JMM-2

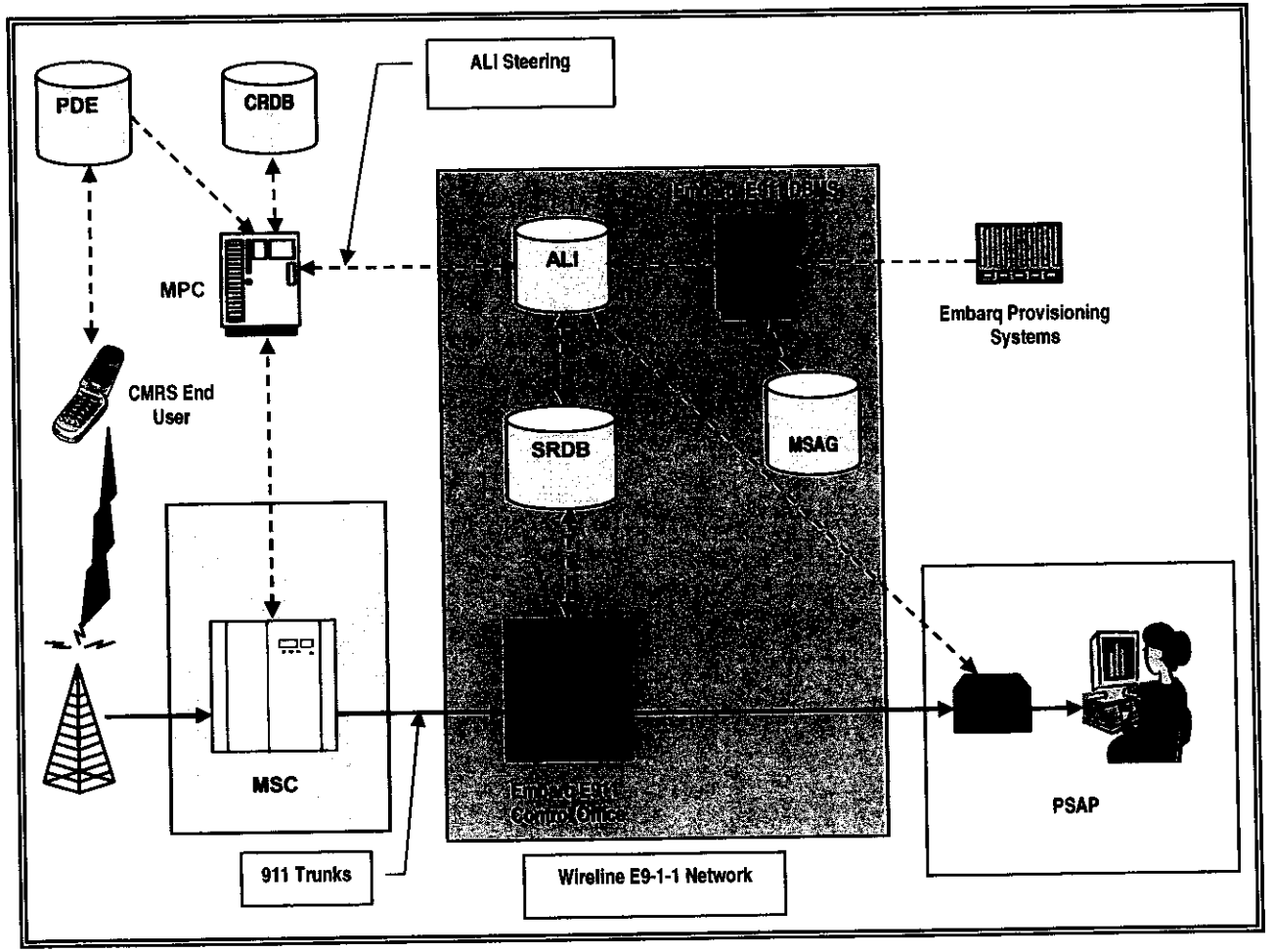


EXHIBIT 2

Typical E9-1-1 Arrangement between a CMRS Provider and Embarq Where Embarq is the Wireline E9-1-1 Network Provider, Phase II Wireless 911 Solution is Deployed

PDE	Position Determining Entity (Identifies the location of the wireless end user).
MPC	Mobile Positioning Center (Provides the E911 data to the appropriate PSAP through the ALI).
MSC	Mobile Switching Center (The wireless company central office switch).
CRDB	Coordinate Routing Database

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: James M. Maples

PARTY: Embarq

DESCRIPTION: Diagram of Typical E9-1-1 arrangement between a VoIP Provider and Embarq where Embarq is the Wireline E9-1-1 network provider and the VoIP Provider secures the services of a Data Base System Integrator (DBSI) such as Intrado and a CLEC for PSTN interconnection, attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 38
COMPANY Embarq
WITNESS James M. Maples (JMM-3)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # JMM-3

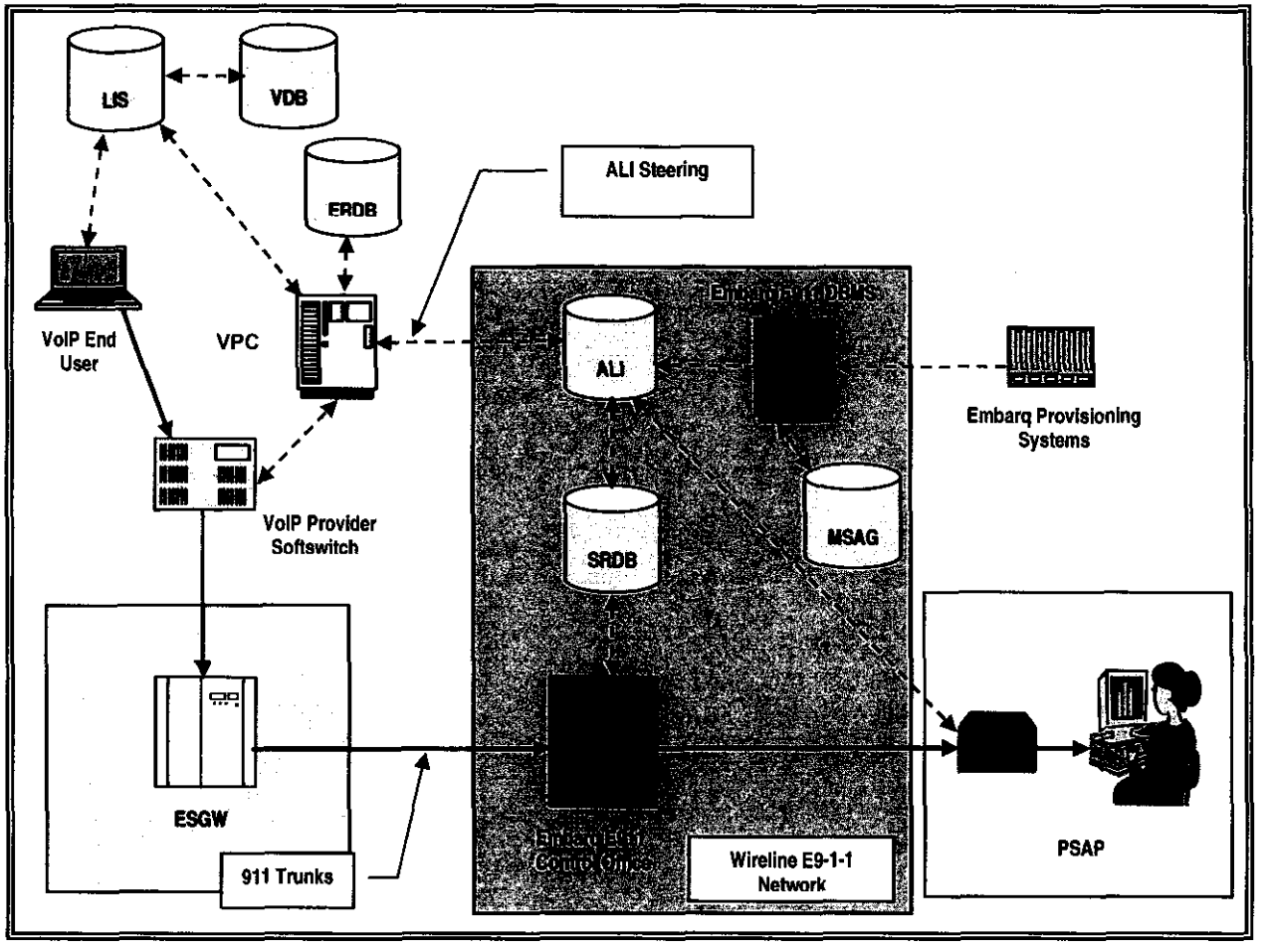


EXHIBIT 3

Typical E9-1-1 Arrangement between a VoIP Provider and Embarq Where Embarq is the Wireline E9-1-1 Network Provider and the VoIP Provider Secures the Services of a Data Base System Integrator (DBSI) such as Intrado and a CLEC for PSTN Interconnection

LIS	Location Information Server (VoIP End User inputs their location as they log in from different locations).
VDB	Validation Database (Similar to MSAG, validates the location the end user inputs into the LIS).
ERDB	Emergency Service Zone Routing Database (Similar to SRDB, tells the VPC which PSAP to route the 911 call to).
VPC	VoIP Positioning Center (Provides the E911 data to the appropriate PSAP through the ALI).
ESGW	Emergency Services Gateway (Provides the voice connectivity between the VoIP network and the E911 Control Office converting the call from IP to TDM).

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: James M. Maples

PARTY: Embarq

DESCRIPTION: Diagram of Typical E9-1-1 arrangement between two Wireline E9-1-1 network providers, attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP EXHIBIT 39
COMPANY Embarq
WITNESS James M. Maples (JMM-4)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # JMM-4

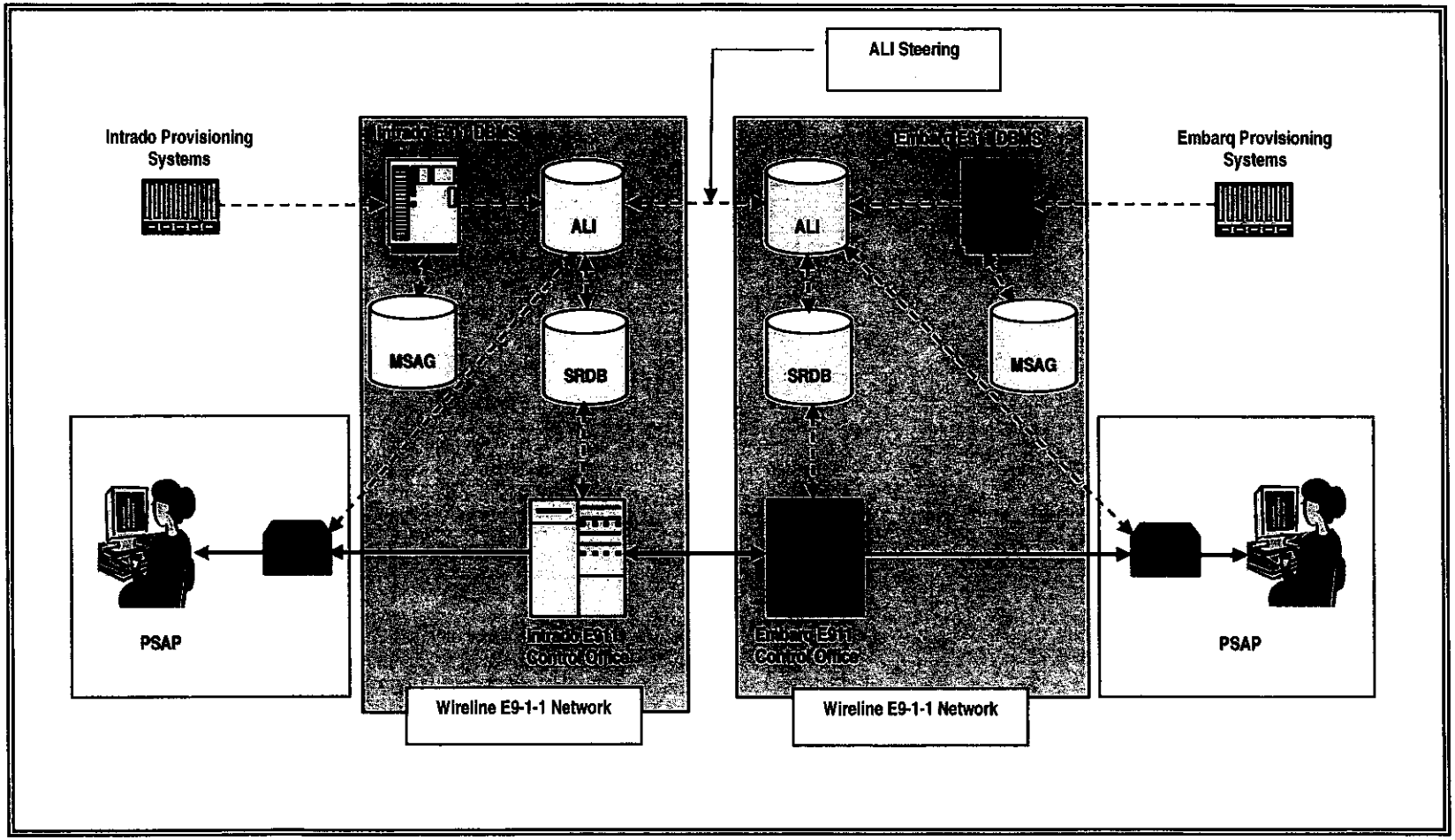


EXHIBIT 4

Typical E9-1-1 Arrangement between Two Wireline E9-1-1 Network Providers

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: James M. Maples

PARTY: Embarq

DESCRIPTION: Diagram of Typical E9-1-1 arrangement between Embarq and Intrado where Intrado is the Wireline E9-1-1 Network Provider, attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP EXHIBIT 40
COMPANY Embarq
WITNESS James M. Maples (JMM-5)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # JMM-5

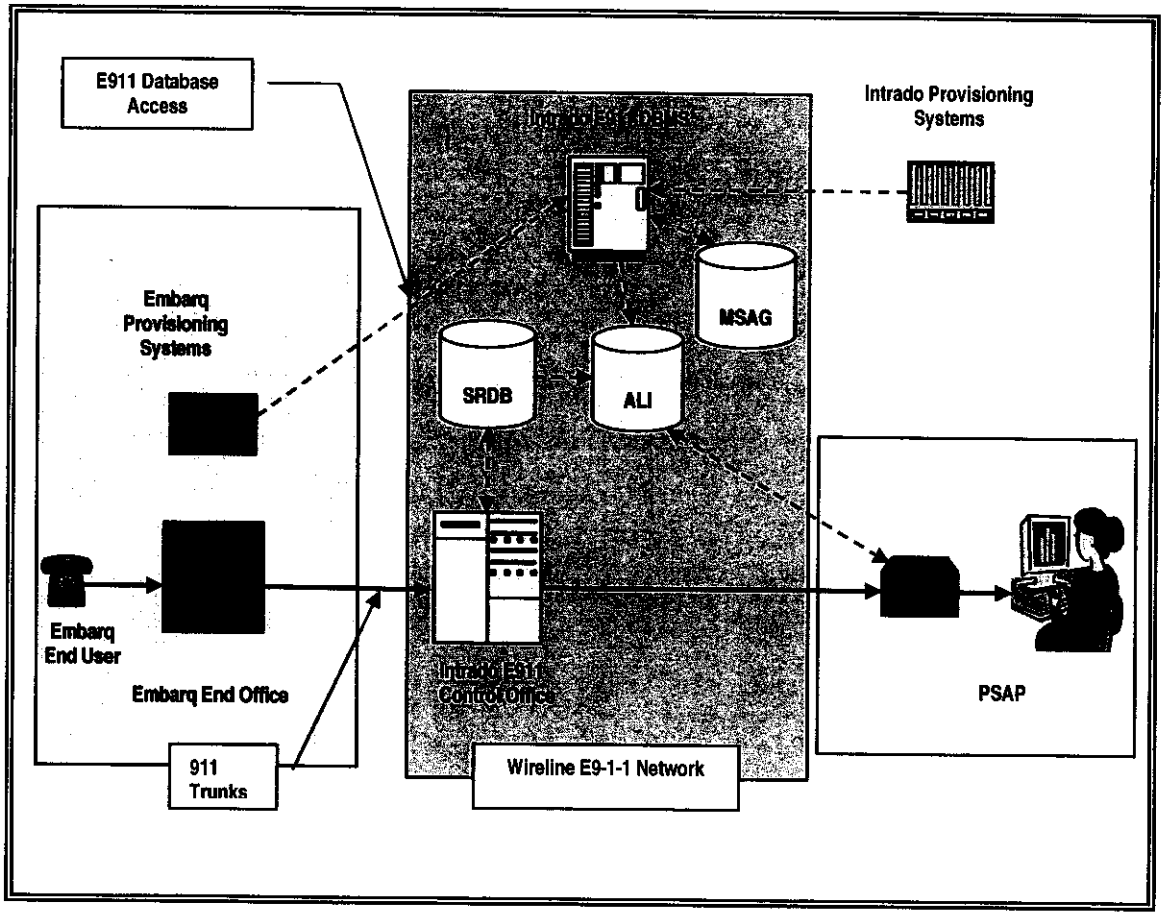


EXHIBIT 5

An E9-1-1 Arrangement between Embarq and Intrado Where Intrado is the Wireline E9-1-1 Network Provider

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: James M. Maples

PARTY: Embarq

DESCRIPTION: Diagram of a E9-1-1 arrangement between Embarq and Intrado where Intrado is the Wireline E9-1-1 Network Provider and Embarq has its own Selective Router, attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 41
COMPANY Embarq
WITNESS James M. Maples (JMM-6)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # JMM-6

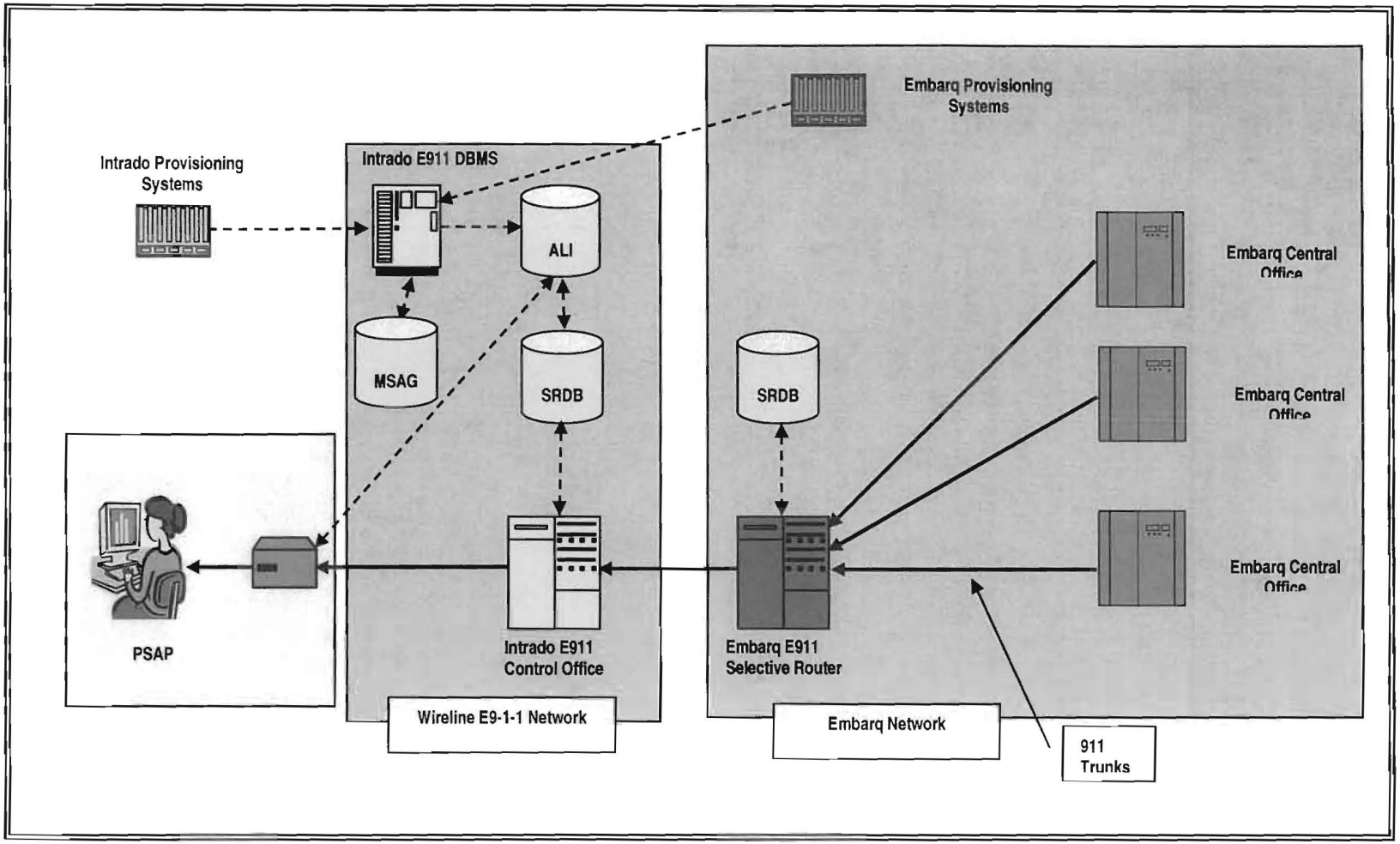


EXHIBIT 6

An E9-1-1 Arrangement between Embarq and Intrado Where Intrado is the Wireline E9-1-1 Network Provider and Embarq has its own Selective Router

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: James M. Maples

PARTY: Embarq

DESCRIPTION: E911 Services Agreement between Intrado and Sprint (E911 Services Agreement), attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 42
COMPANY Embarq
WITNESS James M. Maples (JMM-7)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # JMM-7

E911 Services Agreement

This Services Agreement (the "Agreement"), dated this 30th day of September, 2005 ("Effective Date"), is entered into by and between Intrado Inc. ("Customer"), a Delaware corporation, and the Sprint local operating companies listed on Exhibit 1.

WHEREAS, the Federal Communications Commission issued an Order in Docket No. 05-196 requiring that interconnected VoIP providers make available certain E911 services, and

WHEREAS, Customer desires access to the E911 network systems and databases established and maintained by Sprint to enable Customer to provide E911 Service to its end users; and

WHEREAS, Sprint is willing to provide Customer access to the E911 network systems and databases established and maintained by Sprint.

THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Sprint agree as follows:

1. Definitions

1.1. "911 Records" are the Customer shell records to be provided to the 911 database owner for inclusion in the E911 database.

1.2. "911 System" means the set of network, database and customer premise equipment (CPE) components required to provide 911 Service.

1.3. "911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) or the Calling Party Number (CPN) associated with a call to 911 from a Customer's Interconnection Point to the E911 system.

1.4. "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights.

1.5. "Automatic Location Identification" or "ALI" means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary Emergency Services information.

1.6. "Automatic Number Identification" or "ANI" means the telephone number associated with the access line from which a call to 911 originates.

1.7. Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all Sprint holidays.

1.8. "Customer Proprietary Network Information" ("CPNI") is as defined in the 47 U.S.C. 222.

1.9. "Day" means calendar days unless otherwise specified.

1.10. "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.

1.11. "E911 Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") means a service whereby a public safety answering point ("PSAP") answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification, Automatic Location Identification, and/or Selective Routing.

1.12. "Effective Date" is the date as specified above.

1.13. "Emergency Services" means police, fire, ambulance, rescue, and medical services.

1.14. "Emergency Service Number" or "ESN" means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).

1.15. "Incumbent Local Exchange Carrier" ("ILEC") is as defined in 47 U.S.C. 251(h)(1).

1.16. "IP" or "Interconnection Point" is an agreed upon point of demarcation where the networks of the Parties interconnect for Customer to hand Sprint 911 calls.

1.17. "National Emergency Number Association" or "NENA" is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA sets standards and provides technical assistance for implementing and managing 911 systems.

1.18. "Parties" means, jointly, Sprint and Customer, and no other entity, affiliate, subsidiary or assign.

1.19. "Party" means either Sprint or Customer, and no other entity, affiliate, subsidiary or assign.

1.20. "Public Safety Answering Point" or "PSAP" means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

1.21. "Selective Router" or "SR" means the equipment used to route a 911 call to the proper PSAP based upon the ANI of the calling party.

1.22. "Selective Routing" means the routing of a 911 call to the proper PSAP based upon the calling party number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

1.23. "Services" means the services provided to Customer by Sprint under this Agreement.

1.24. "Tariffs" means the Sprint local exchange carrier Tariffs filed at the state or federal level for the provision of a Telecommunications Service that may include the terms, conditions and pricing of that service. A Tariff may be required or voluntary and may or may not be specifically approved by the appropriate state commission or Federal Communications Commission ("FCC").

1.25. "Telecommunications" is as defined in 47 C.F.R. 153(43).

1.26. "Telecommunications Service" is as defined in 47 C.F.R. 153(46).

2. Term

2.1. The term of this agreement is two (2) years commencing on the Effective Date and continuing until September 29, 2007.

3. Products and Services

3.1 Sprint will provide Customer the Services set forth in the Agreement for the purpose of providing E911 services to Customer's end-user customers. The rates for the Services are listed in Exhibit 2 that is made a part of and incorporated into this Agreement.

4. Charges

4.1. In consideration of the Services provided by Sprint under this Agreement, Customer shall pay the charges set forth in this Agreement.

4.2. Subject to the terms of this Agreement, the Customer shall pay invoices in full in U.S. currency by the due date shown on the invoice. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be due the next Business Day.

4.3. If an undisputed invoice is not paid within sixty (60) Days after the bill date, Sprint may suspend processing new orders and cancel any pending orders.

4.4. If an undisputed invoice remains delinquent ninety (90) Days after the bill date, Sprint may terminate all Services under this Agreement.

4.5. Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the provisions governing dispute resolution of this Agreement.

4.5.1. Itemized, written disputes must be filed with Sprint's National Exchange Access Center ("NEAC"), National Access Service Center ("NASC"), or appropriate equivalent center no later than the due date of the related invoice. A copy of the dispute must be sent with the remittance of the remainder of the invoice. Both Parties will in good faith investigate and attempt to promptly resolve any disputed charges. Once resolved, Customer will promptly pay any amounts owed to Sprint and Sprint will issue any refunds and/or credits due to Customer.

4.5.2. After attempting to resolve the dispute in accordance with Section 8, either Party may take appropriate legal action to recover amounts it believes it is due and if it is determined that any amount is due to the other, the Party will pay that amount, plus interest on the amount due calculated per this section, from the date of Customer's payment or Sprint's notification, as applicable. If Customer fails to dispute any charge within 180 days of the date the charge is first invoiced, Customer waives its right to dispute the charge.

4.6. Sprint will assess late payment charges to Customer until the undisputed amount due is paid in full. Such late payment charges will be calculated using a rate equal to the lesser of:

4.6.1. the total amount due times the highest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date, including the date the customer actually makes the payment to Sprint; or

4.6.2. the total amount due multiplied by a factor of 0.000329 times the number of days which occurred between the payment due date and (including) the date Customer actually makes the payment to Sprint.

4.7. Collection From End Users. If Customer resells Services or provides Services to its affiliates, subsidiaries, other VoIP Providers, or other end users, Customer may not deduct from the amounts it owes to Sprint on its Sprint invoice any amounts that it cannot collect from those end users, affiliates, or subsidiaries, including, but not limited to, fraudulent charges and for billing adjustments or credits it grants end users, including adjustments for fraudulent charges.

5. Security Deposit

5.1. Sprint may secure the account with a security deposit, unless Customer has established satisfactory credit through twelve (12) consecutive months of current payments for carrier services to Sprint and all ILEC affiliates of Sprint. A payment is not considered current in any month if it is made more than thirty (30) Days after the bill date.

5.2. If a security deposit is required, such security deposit shall take the form of cash, cash equivalent, or other form of security acceptable to Sprint.

5.3. If a security deposit is required on a new account, such security deposit shall be made prior to inauguration of service. If a security deposit is requested for an existing

account, payment of the security deposit will be made prior to acceptance by Sprint of additional orders for service.

5.4. The security deposit shall be two (2) months' estimated billings, or twice the most recent month's invoices from Sprint for existing accounts. All security deposits will be subject to a minimum deposit level of $10,000.

5.5. The fact that a security deposit has been made in no way relieves Customer from its obligation to pay invoices hereunder.

5.6. Sprint may increase the security deposit requirements when, in Sprint's reasonable judgment, changes in Customer's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit. If payment of the additional security deposit amount is not made within 30 days of the request, Sprint may stop processing orders for service and Customer will be considered in breach of the Agreement.

5.7. Any security deposit shall be held by Sprint as a guarantee of payment of any charges for carrier services billed to Customer. Sprint may exercise its right to credit any cash deposit to Customer's account upon the occurrence of any one of the following events:

5.7.1. when Customer's undisputed balances due to Sprint are more than thirty (30) Days past due; or

5.7.2. when Customer files for protection under the bankruptcy laws; or

5.7.3. when an involuntary petition in bankruptcy is filed against Customer and is not dismissed within sixty (60) Days;

5.7.4. when this Agreement expires or terminates.

5.8. Any security deposit may be held during the continuance of the Service as security for the payment of any and all amounts accruing for the Service. No interest will accrue or be paid on deposits. Cash or cash equivalent security deposits will be returned to Customer when Customer has made current undisputed payments for Services to Sprint and all Sprint ILEC affiliates for twelve (12) consecutive months.

6. Implementation

6.1. The Parties understand that the arrangements and provision of Services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties will work cooperatively to implement this Agreement and Customer will provide Sprint the information necessary to establish and maintain Customer's account and Services under this Agreement.

7. Taxes

7.1. Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including Tariff surcharges

and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the Services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

7.2. Taxes and Fees Imposed Directly On Either Sprint or Customer.

7.2.1. Taxes and fees imposed on Sprint, which are not permitted or required to be passed on by Sprint to its customer, shall be borne and paid by Sprint.

7.2.2. Taxes and fees imposed on Customer, which are not required to be collected and/or remitted by Sprint, shall be borne and paid by Customer.

7.3. Taxes and Fees Imposed on Customer but Collected And Remitted By Sprint.

7.3.1. Taxes and fees imposed on Customer shall be borne by Customer, even if the obligation to collect and/or remit such taxes or fees is placed on Sprint.

7.3.2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, Customer shall remain liable for any such taxes and fees regardless of whether they are actually billed by Sprint at the time that the respective service is billed.

7.3.3. If Customer determines that in its opinion any such taxes or fees are not payable, Sprint shall not bill such taxes or fees to Customer if Customer provides written certification, reasonably satisfactory to Sprint, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that Customer has determined and certified not to be payable, or any such tax or fee that was not billed by Sprint, Customer may contest the same in good faith, at its own expense. In any such contest, Customer shall promptly furnish Sprint with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between Customer and the taxing authority.

7.3.4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of Sprint during the pendency of such contest, Customer shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

7.3.5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, Customer shall pay such additional amount, including any interest and penalties thereon.

7.3.6. Notwithstanding any provision to the contrary, Customer shall protect, indemnify and hold harmless (and defend at Customer's expense) Sprint from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses

(including reasonable attorney fees) with respect thereto, which are incurred by Sprint in connection with any claim for or contest of any such tax or fee.

7.3.7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.

7.4. Taxes and Fees Imposed Sprint But Passed On To Customer.

7.4.1. Taxes and fees imposed on Sprint, which are permitted or required to be passed on by Sprint to its customers, shall be borne by Customer.

7.4.2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, Customer shall remain liable for any such taxes and fees regardless of whether they are actually billed by Sprint at the time that the respective service is billed.

7.4.3. Disputes regarding Sprint's determination as to the application or basis for any such tax or fee shall be resolved pursuant to the Dispute Resolution provisions hereof.

7.4.4. Where such contest is undertaken at the request of Customer, and in the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of Sprint during the pendency of such contest, Customer shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

7.4.5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, Customer shall pay such additional amount, including any interest and penalties thereon.

7.4.6. Notwithstanding any provision to the contrary, Customer shall protect, indemnify and hold harmless (and defend at Customer's expense) Sprint from and against any such tax or fee, interest or penalty thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by Sprint in connection with any claim for or contest of any such tax or fee.

7.4.7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.

7.5. Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

8. Dispute Resolution.

8.1. Option to Negotiate Disputes.

8.1.1. The Parties shall resolve any issue, dispute, or controversy arising out of or relating to this Agreement using the following procedures. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within 10 days after delivery of such notice, representatives of both Parties may meet at a mutually acceptable time and place, and as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute in good faith.

8.1.2. A Party will provide at least 2 Business Days' advance written notice if it intends to be accompanied at a meeting by an attorney, and the other Party may also be accompanied by an attorney. All negotiations under this Section are confidential and will be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and any state rules of evidence.

8.2. Arbitration. Subject to Section 8.1.1, any dispute arising out of or relating to this Agreement may, at the option of the Parties, be finally settled by private arbitration. Any arbitration must be held in accordance with the rules of the American Arbitration Association, and governed by the United States Arbitration Act, 9 U.S.C. Sec. 1, et seq.

9. Disclaimer of Warranties

9.1. EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, FUNCTIONALITY OR CHARACTERISTICS OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF INTELLECTUAL PROPERTY NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR STATEMENT MADE BY EITHER PARTY OR ANY OF ITS AGENTS OR EMPLOYEES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.

10. Performance Measures. No performance measures or related incentive payments apply to Services provided under this Agreement.

11. Trademarks. Neither Party will use the service marks, trademarks, trade secrets, name, logos, or carrier identification code ("CIC") of the other Party or any of its affiliates for any purpose, without the other Party's prior written consent.

12. Publicity. Neither Party will, without the other Party's prior written consent, make any public announcement, denial or confirmation concerning this Agreement. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

13. Termination.

13.1. If a Party defaults in the performance of any material provision of this Agreement, and such default is not cured thirty (30) Days, after notice specifying, in reasonable detail, the nature of the default, then the non-defaulting Party may by further notice terminate for cause the Agreement.

13.2. Sprint may immediately terminate this Agreement or discontinue Services if Customer fails to cure its breach of the payment terms within fifteen (15) Days after written notice from Sprint.

13.3. Sprint may terminate this Agreement without liability with at least 30 days notice to Customer if:

13.3.1. Customer does not meet its undisputed obligations, including judgments, to third parties as those obligations become due; or

13.3.2. Customer becomes subject of a bankruptcy, insolvency, administration, reorganization or liquidation proceeding, or any other similar or related company reconstruction, receivership or administration action, whether voluntary or involuntary; or

13.3.3. Customer makes an assignment for the benefit of creditors; or

13.3.4. If Customer becomes insolvent. "Insolvent" means:

13.3.4.1. Customer does not meet its undisputed obligations, including judgments, to third parties as those obligations become due,

13.3.4.2. Customer's stock is removed or delisted from a trading exchange,

13.3.4.3. Customer's long-term debt goes on a watch or warning list, or

13.3.4.4. Customer's long-term debt rating is downgraded more than two levels from its debt rating as of the Effective Date.

13.4. Notwithstanding termination of the Agreement in this Section, Customer will remain liable for all undisputed invoices, charges, and services provided up to the termination date.

13.5. Termination of this Agreement is without prejudice to any other right or remedy of the Parties. Termination of this Agreement for any cause does not release either Party from any liability that

13.5.1. at the time of termination, has already accrued to the other Party;

13.5.2. may accrue in respect of any act or omission before termination; or

13.5.3. from any obligation that is expressly stated to survive termination.

13.6. Notwithstanding, should Sprint sell or trade all or substantially all of the assets in an exchange or group of exchanges that Sprint uses to provide the Services or ceases to be the provider of the Services, this Agreement is terminated in whole or in part as to that particular exchange or group of exchanges.

14. Confidentiality. If the Parties have not executed a mutual non-disclosure agreement, the following provisions will govern the exchange of information.

14.1. During the course of this Agreement, either Party may receive or have access to Confidential Information of the other. "Confidential Information" means any confidential information or data disclosed by a Party ("Disclosing Party") to the other Party ("Recipient") under or in contemplation of this Agreement, which (a) if in tangible form or other media that can be converted to readable form is clearly marked as Confidential, proprietary, or private when disclosed; or (b) if oral or visual, is identified as Confidential, proprietary, or private on disclosure. Confidential Information includes, but is not limited to, orders for services, usage information in any form, and CPNI as that term is defined in 47 U.S.C. 222 and the rules and regulations of the FCC.

14.2. During the term of this Agreement, and for a period of five (5) years thereafter, Recipient shall use Confidential Information only for the purpose of performing under this Agreement, hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.

14.3. "Confidential Information" will not include, and the obligations of this Section 15 will not apply to, any information or data which the Recipient can demonstrate:

14.3.1. was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party,

14.3.2. becomes publicly known or available through no breach of this Agreement by Recipient,

14.3.3. was received from a third party who does not owe any duty to the Disclosing Party (directly or indirectly) with respect to such information

14.3.4. is rightfully acquired by Recipient free of restrictions on its Disclosure, or

14.3.5. is independently developed by Recipient without the use of Disclosing Party's Confidential Information.

14.4. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, but only to the extent and for the purposes of such required disclosure, and only if the Recipient first promptly notifies the Disclosing Party of the need for such disclosure and allows the Disclosing Party a reasonable opportunity to seek an appropriate protective order.

14.5. Each Party agrees that in the event of a breach of this Section 14 by Recipient or its representatives, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

14.6. Except as otherwise expressly provided in this Section 14, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation 47 U.S.C. 222.

14.7. If any material non-public information is disclosed, the Receiving Party agrees that it will comply with SEC Regulation FD (Fair Disclosure), and refrain from trading in the Disclosing Party's stock until that material non-public information is publicly disseminated.

15. Limitation of Liability

15.1. Neither Party shall be responsible to the other for any indirect, special, incidental, consequential or punitive damages, including, but not limited to, lost profits, lost revenues, loss of business opportunity or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Section 16 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Notwithstanding the foregoing in no event shall Sprint's liability to Customer for a service outage exceed an amount equal to the proportionate charge for the service(s) provided for the period during which the service was affected.

15.2. Each of the Local Operating Companies is responsible for the obligations and liabilities related thereto arising from services provided within its certificated serving territory and this Agreement. No obligation is incurred or liability accepted for services provided outside a Local Operating Company's certificated territory. A default by one Local Operating Company will not constitute or serve as a basis for default by any other Local Operating Company.

16. Indemnification

16.1. Each Party agrees to indemnify and hold harmless the other Party from and against all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) for damage to tangible personal or real property and/or personal injuries to the extent caused by the gross negligence or willful misconduct or omission of the indemnifying Party.

16.2. Customer shall indemnify and hold harmless Sprint from all claims by Customer's subscribers related to services provided under this Agreement, except to the extent such claim(s) arise out of Sprint's gross negligence or willful misconduct or omission.

16.3. Sprint shall indemnify and hold harmless Customer from all claims by Sprint's subscribers related to services provided under this Agreement, except to the extent such claim(s) arise out of Customer's gross negligence or willful misconduct or omission.

16.4. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims.

16.5. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

17. Cooperation On Fraud. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

18. Notices.

18.1. For all written notices sent to the address below using certified mail, or delivered in person, notice shall be effective when sent.

If to Sprint:	Director – Wholesale & Interconnection Management Sprint 6450 Sprint Parkway KSOPHN0116-1B671 Overland Park, KS 66251	If to Customer:	Intrado Inc. 1601 Dry Creek Drive Longmont, CO 80503 Attn: General Counsel Copy to: Chief Financial Officer

18.2. If delivery, other than certified mail is used to give notice, a receipt of such delivery shall be obtained and the notice shall be effective when received. The address

to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

19. Amendment. This Agreement may only be modified by a written amendment signed by an authorized representative of each Party.

20. Assignment.

20.1. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Customer or Sprint and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

20.2. Except as provided above, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void.

21. Severability. If any provision of this Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the Parties will negotiate a mutually acceptable replacement provision consistent with the Parties' original intent.

22. Survival. The terms and conditions of this Agreement regarding confidentiality, indemnification, warranties, payment and all other that by their content are intended to survive the expiration or termination of this Agreement will survive and continue in effect.

23. Waiver.

23.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

23.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall constitute as a general waiver or relinquishment of such term, right or condition.

23.3. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

24. Independent Contractors. It is the intention of the Parties that each Party shall be an independent contractor under this Agreement. The Parties' relationship and this Agreement does not constitute or create an association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees or affiliates, and neither Party shall have the right or power to bind or obligate the other.

25. Third Party Beneficiaries. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent Customer from providing its services to other VoIP Service Providers ("VSPs").

26. Construction. Because the Parties actively negotiated this Agreement, this Agreement will not be construed against the drafter.

27. Force Majeure.

    27.1. Neither Party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts beyond the control of the responsible Party, including without limitation: Acts of God (e.g. natural disasters, lightning); wars, riots, terrorist activities, and civil commotions; inability to obtain equipment from third party suppliers; cable cuts by third parties, a local exchange carrier's activities, and other acts of third parties; explosions and fires; embargoes; and laws, orders, rules, regulations, directions, or action of any governmental authority.

    27.2. No delay or other failure to perform shall be excused pursuant to this Section unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay.

28. Governing Law. This Agreement is governed by the laws of the State of Kansas without regard to choice of law principles.

29. Entire Agreement. This Agreement, including all referenced documents, exhibits and attachments, constitutes the entire agreement and understanding between the Parties. It supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter.

31. Sprint E911 Responsibilities

    31.1. Where Sprint is the 911 System Service Provider, Sprint shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein (when Sprint provides the applicable 911 System component). Sprint shall provide 911 Service to Customer in a particular rate center in which Customer provides VoIP service as described below:

    31.2. Call Routing

        31.2.1 Sprint will switch 911 calls through the SR(s) to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

31.2.2. Sprint will forward the calling party number (CPN or ANI or pANI) it receives from Customer and the associated Automatic Location Identification (ALI) to the PSAP for display. If no CPN or PANI is forwarded by Customer, Sprint will route the call to the "Default" ESN assigned to the Customer 911 Trunk group and will forward an Emergency Service Central Office (ESCO) identification code for display at the Customer designated "Default" PSAP associated with that "Default" ESN. If CPN or pANI is forwarded by Customer, but no ALI record is found in the E911 DBMS or no corresponding entry is found in the ALI Steering table, Sprint will report the "No Record Found" condition to Customer in accordance with NENA standards.

31.3. Facilities and Trunking

31.3.1. Sprint shall provide and maintain sufficient dedicated E911 Trunks from the SR(s) to the PSAP, according to provisions of the appropriate state Commission-approved Tariff and documented specifications of the PSAP administrator.

31.3.2. Sprint will provide transport facilities to interconnect Customer to the SR, at the applicable rates in Exhibit 2. Additionally, when diverse facilities are requested by Customer, Sprint will provide such diversity where technically feasible and facilities are available, at the applicable rates in Exhibit 2.

31.3.3. Upon written request by Customer Sprint shall provide Customer with the geographic area (or rate center) and/or PSAPs served by the SR(s).

31.3.4. The Parties will cooperate to promptly test all trunks and transport facilities between Customer network and the SR(s).

31.4 Database

31.4.1 Where Sprint manages the 911 or E911 database, Sprint shall store the Customer's the shell record used for steering to the Customer's E911 VoIP Positioning Center in the electronic data processing database. Customer or its representative(s) is responsible for electronically providing shell records and updating this information.

31.4.2 Where Sprint manages the 911 or E911 Databases, Sprint shall coordinate access to the Sprint 911 DBMS for the initial loading and updating of Customer's shell records.

31.4.3 Sprint's 911 DBMS shall accept electronically transmitted files that are based upon NENA Version #2 format. Manual entry shall be allowed only in the event that DBMS is not functioning properly.

31.4.4. Sprint will process Customer's shell records in the 911 DBMS based on updates to Customer's shell Records submitted by Customer or its authorized representative. Sprint will then provide Customer an error and status report.

This report will be provided in accordance with the methods and procedures described in the documentation to be provided to Customer

31.4.5. Sprint shall provide Customer with a file containing the Master Street Address Guide (MSAG) for Customer's respective service areas. The MSAG will be provided on a routine basis for those areas where Customer is providing VoIP Service and Sprint provides the applicable 911 System component.

31.4.6. Where Sprint manages the 911 DBMS, Sprint shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

31.4.7 Where Sprint manages the 911 DBMS, Sprint shall establish and maintain ALI steering tables that will contain ESQK ranges as specified by the Customer and as utilized during call processing to retrieve the call back number and location of the VoIP caller for display to the PSAP.

32. Customer E911 Responsibilities

32.1. Call Routing

32.1.1. Customer will establish transport facilities from Customer point of interface to each applicable SR office of the 911 System, where Sprint is the 911 System Service Provider.

32.1.2. Customer will forward the ANI information or related pANI of the end user calling 911 to the applicable SR(s).

32.1.3. Customer will secure, to the extent required by Customer's particular routing of E911 calls, any necessary pseudo-ANI or p-ANI, also referred to as an Emergency Service Query Key.

32.2. Facilities and Trunking

32.2.2. Customer acknowledges that its end users in a single ILEC local calling area may be served by different SRs, and that Customer shall be responsible for providing transport facilities and trunking to route 911 calls from its end users to the proper SR.

32.2.3. Customer shall provide a minimum of two (2) one-way outgoing E911 DS0 trunk(s), provisioned on a DS1 facility, dedicated for originating 911 emergency service calls from the Customer point of interface to each SR, where applicable. Where SS7 connectivity is available (and technically feasible) and required by the applicable PSAP, the Parties agree to implement Common Channel Signaling.

32.2.4. Where PSAPs do not have the technical capability to receive a 10-digit ANI, 911 traffic originating in one (1) NPA (area code) must be transmitted

over a separate 911 Trunk group from 911 traffic originating in any other NPA (area code) 911.

32.2.5. Customer shall maintain transport capacity sufficient to route traffic over trunks between the Customer point of interface and the SR.

32.2.6. Customer shall provide sufficient trunking and transport facilities to route Customer's originating 911 calls to the designated Sprint SR. Customer is responsible for requesting that trunking and transport facilities be routed diversely for 911 connectivity.

32.2.7. Customer is responsible for determining the proper quantity of trunks and transport facilities from its point of interface to the Sprint SR.

32.2.8. Customer shall engineer its 911 Trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by applicable law or duly authorized Governmental Authority.

32.2.9. Customer shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Customer's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, Customer shall request additional circuits from Sprint.

32.2.10. Customer will cooperate with Sprint to promptly test all 911 Trunks and transport facilities at installation between Customer network and the SRs to assure proper functioning of 911 service. Customer agrees that it will not pass live 911 traffic until successful testing is completed by both Parties.

32.2.11. Customer is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to the point of interface. Sprint will be responsible for the coordination and restoration of all 911 network maintenance problems on Sprint's side of the point of interface. Customer is responsible for advising Sprint of the circuit identification and the fact that the circuit is a 911 circuit when notifying Sprint of a failure or outage. The Parties agree to cooperate and expeditiously resolve any 911 outage. Sprint will refer network trouble to Customer if no defect is found in Sprint's 911 network.

32.3. Database

32.3.1. Coincident with establishing and testing E911 circuits between the Customer's switching equipment and all appropriate SRs, Customer shall be responsible for providing Customer's shell records to Sprint for inclusion in Sprint's DBMS on a timely basis. The Parties shall arrange for the automated input and periodic updating of Customer's shell records.

32.3.2. Customer shall provide initial and ongoing updates of the Customer's shell records that are MSAG-valid in electronic format based upon established NENA standards.

32.3.3. Customer shall use a Customer ID on all shell records in accordance with NENA standards. The Intrado ID is used to identify the service provider of record.

32.3.4. Customer is solely responsible for providing Sprint updates to the ALI database; in addition, Customer is solely responsible for correcting any errors that may occur during the entry of its data to the Sprint 911 DBMS.

32.3.5. Customer is solely responsible for providing test records and conducting call-through testing on all new rate areas where Customer will provide service. Customer is solely responsible for the accuracy of the records transmitted to Sprint.

32.4. Other

32.4.1. Customer is responsible for compliance with all state specific requirements including any and all those imposed by, or required of, the PSAP administrator that are commercially and technically feasible.

32.4.2. Customer is responsible for all negotiations and relationships with any municipalities, government agencies, or third parties serving in such a capacity as a primary service provider or PSAP administrator. All such relations are separate from this Agreement, and Sprint makes no representations on behalf of Customer or any other third party.

32.4.3. Customer or Customer's underlying VoIP Service Providers are responsible for remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or end users by any such entity within whose boundaries Customer provides VoIP Service.

33. E911 Responsibilities of Both Parties

33.1. Subject to Customer placing orders for 911 service, the Parties will jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from Customer's point of interface to the designated SR.

34. E911 Practices and Compliance

34.1. With respect to all matters covered by this Agreement, each Party will comply with all of the following to the extent applicable to E911 Service: (i) FCC and state commission rules and regulations, (ii) requirements imposed by any governmental authority other than a Commission, and (iii) the principles expressed in the recommended standards published by NENA or technical equivalent.

34.2. E911 Service is provided for the use of the PSAP administrator, municipality, or other governmental entity.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

"Sprint"		**"Customer"**	
By:	*William E. Cheek*	By:	*Lawrence P. Jennings*
Name (typed):	William E. Cheek	Name (typed):	Lawrence P. Jennings
Title:	President, Wholesale Markets	Title:	COO
Date:	9/30/05	Date:	9/27/05

Exhibit 1 – Sprint Entities

State	Company Name	State of Incorporation
FL	Sprint-Florida, Incorporated	Florida
IN	United Telephone Company of Indiana, Inc. d/b/a Sprint	Indiana
KS	United Telephone Company of Kansas d/b/a Sprint; United Telephone Company of Eastern Kansas d/b/a Sprint; United Telephone Company of Southcentral Kansas d/b/a Sprint;	Kansas
	Sprint Missouri, Inc. d/b/a United Telephone Company of Southeastern Kansas	Missouri
MO	Sprint Missouri, Inc.	Missouri
NE	United Telephone Company of the West d/b/a Sprint	Delaware
NV	Central Telephone Company – Nevada dba Sprint of Nevada	Delaware
NC	Carolina Telephone and Telegraph Company;	North Carolina
	Central Telephone Company – North Carolina Division	Delaware
OH	United Telephone Company of Ohio	Ohio
OR	United Telephone Company of the Northwest	Oregon
PA	The United Telephone Company of Pennsylvania	Pennsylvania
SC	United Telephone Company of the Carolinas	South Carolina
TN	United Telephone – Southeast, Inc.	Virginia
TX	United Telephone Company of Texas, Inc. d/b/a Sprint; Central Telephone Company of Texas, Inc. d/b/a Sprint	Texas
VA	Central Telephone Company of Virginia; United Telephone – Southeast, Inc.	Virginia

Exhibit 2 – Pricing

USOC	EOS	Rate Element	CLLI Code	MRC	NRC	Switch Type	Port Code
CLSOC	N/A	Service Order Charge			$30.00		
CL911	XCIN0	DS0 911 Tandem Port		$60.00	$130.00		
CLXC1	XCIN1	DS1 Intra-office 911 Facility Connection		$30.00	N/A		
		DS1 Intra-exchange 911 Facility Connection					
		NC					
CLI00	XCIN1	Clinton	CLTNNCXA1ED	$150.00	$350.00	DMS 100	239-015-033
CLI00	XCIN1	Rocky Mount	RCMTNCXB1ED	$180.00	$350.00	DMS 100	239-015-040
CLI00	XCIN1	Elkin	ELKNNCXA1ED	$150.00	$350.00	ECS1000	230-052-201
CLMU1	XCIN1	Multiplexing, as applicable		$350.00	$151.00		
		VA					
CLI00	XCIN1	Charlottesville	CHVLVAXA9ED	$145.00	$325.00	DMS 100	230-041-201
CLI00	XCIN1	Wytheville	WYVLVAXA1ED	$145.00	$325.00	DMS 100	239-018-019
CLI00	XCIN1	Rocky Mount	RCMTVAXA1ED	$150.00	$325.00	ECS 1000	230-043-201
CLI00	XCIN1	Farmville	FRVLVAXA9ED	$150.00	$325.00	DMS 100	230-041-103
CLMU1	XCIN1	Multiplexing, as applicable Charlottesville, Wytheville		$350.00	$151.00		
CLMU1	XCIN1	Multiplexing, as applicable Rocky Mount, Farmville		$350.00	$151.00		
		SC					
CLI00	XCIN1	Beaufort	BUFTSCXAH01	$150.00	$325.00	DMS 100	239-018-023
CLI00	XCIN1	Greenwood	GNWDSCXC9ED	$145.00	$325.00	DMS 100	239-018-022
CLMU1	XCIN1	Multiplexing, as applicable Beaufort		$300.50	$140.00		
CLMU1	XCIN1	Multiplexing, as applicable Greenwood		$250.00	$140.00		
		TN					
CLI00	XCIN1	Johnson City	JHCYTNCX9ED	$145.00	$325.00	DMS 100	239-018-015
CLMU1	XCIN1	Multiplexing, as applicable		$250.00	$140.00		
		FL					
CLI00	XCIN1	Tallahassee	TLHSFLXDDS0	$230.00	$360.00	DMS 100	230-011-007
CLI00	XCIN1	Leesburg	LSBGFLXADS1	$230.00	$360.00	DMS 100	239-011-017
CLI00	XCIN1	Ft. Meyers	FTMYFLXADS0	$200.00	$360.00	DMS 100	239-009-013
CLMU1	XCIN1	Multiplexing, as applicable Tallahassee, Leesburg		$385.00	$150.00		
CLMU1	XCIN1	Multiplexing, as applicable Ft. Myers		$325.00	$150.00		
		OH					
CLI00	XCIN1	Mansfield	MNFDOHXA3ED	$225.00	$400.00	DMS 100	239-013-003
CLMU1	XCIN1	Multiplexing, as applicable		$375.25	$140.00		
		PA					
CLI00	XCIN1	Carlisle	CRLSPAXC3ED	$164.50	$309.00	DMS 100	239-014-010
CLMU1	XCIN1	Multiplexing, as applicable		$282.00	$142.00		
		IN					

CLI00	**XCIN1**	Warsaw	WRSWINXA2ED	$217.80	$400.00	ECS 1000	239-013-017
CLMU1	**XCIN1**	Multiplexing, as applicable		$273.60	$166.00		
		MO					
CLI00	**XCIN1**	Jefferson City	JFCYMOXA91W	$160.00	$340.00	ECS 1000	239-012-001
CLI00	**XCIN1**	Warrensburg	WRBGMOXA91W	$165.00	$340.00	ECS 1000	239-012-002
CLI00	**XCIN1**	Maryville	MAVLMOXA2ED	$195.00	$340.00	ECS 1000	239-012-004
CLMU1	**XCIN1**	Multiplexing, as applicable Jefferson City		$250.00	$125.00		
CLMU1	**XCIN1**	Multiplexing, as applicable Warrensburg		$260.00	$125.00		
CLMU1	**XCIN1**	Multiplexing, as applicable Marysville		$326.00	$125.00		
		KS					
CLI00	**XCIN1**	Junction City	JNCYKSXA91W	$170.00	$340.00	ECS 1000	239-012-007
CLI00	**XCIN1**	Hiawatha	HWTHKSXA91W	$170.00	$340.00	ECS 1000	239-012-020
CLMU1	**XCIN1**	Multiplexing, as applicable		$290.00	$125.00		
		TX					
CLI00	**XCIN1**	Athens	ATHNTXXA91W	$170.00	$340.00	ECS 1000	239-016-001
CLMU1	**XCIN1**	Multiplexing, as applicable		$290.00	$125.00		
		NE					
CLI00	**XCIN1**	Scottsbluff	SCTSNEXU91W	$170.00	$340.00	ECS 1000	239-012-005
CLMU1	**XCIN1**	Multiplexing, as applicable		$290.00	$125.00		
		NV					
CLI00	**XCIN1**	Las Vegas	LSVGNVXBDS1	$103.00	$350.00	DMS 100	230-004-082
CLMU1	**XCIN1**	Multiplexing, as applicable		$235.00	$125.00		
		OR					
CLI00	**XCIN1**	Sheridan	SHRDORXADS0	$246.30	$550.00	DMS 100	239-009-003
CLI00	**XCIN1**	The Dalles	THDLORXADS0	$246.30	$550.00	DMS 100	239-019-002
CLMU1	**XCIN1**	Multiplexing, as applicable		$325.10	$150.00		

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: James M. Maples

PARTY: Embarq

DESCRIPTION: E911 Network Services Commercial Agreement between Embarq and a carrier not identified (Commercial Agreement), attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP EXHIBIT 43
COMPANY Embarq
WITNESS James M. Maples (JMM-8)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # JMM-8



JOINTLY PROVIDED E911 NETWORK SERVICES
COMMERCIAL AGREEMENT

This Commercial Agreement ("Agreement"), with an Effective Date of March 5, 2008, is entered into by and between [redacted] a [redacted] corporation, and United Telephone Company of Indiana, Inc. d/b/a Embarq ("Embarq"), an Indiana corporation.

Whereas, [redacted] and Embarq (the "Parties", or individually, a "Party") enter this Agreement to establish the rates, terms and conditions governing each Party's provision of Services (as described herein) to the other Party.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, the Parties agree as follows:

1. DEFINITIONS

1.1. The following terms shall have the meanings set forth below when such terms appear in capitalized form within this Agreement, but such defined terms shall not be exclusive of any other capitalized terms which may be specifically defined in other provisions of this Agreement.

1.2. **"Agreement"** means this Agreement and all exhibits, schedules, or other attachments to this Agreement that are specifically identified and incorporated herein by reference.

1.3. **"Automatic Location Identification/Data Management System" ("ALI/DMS")** means the emergency service ("E911/911") database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which PSAP to route the call.

1.4. **"Automatic Location Identification" ("ALI")** means a feature that provides the caller's telephone number, address and the names of the Emergency Response agencies that are responsible for that address.

1.5. **"Business Day(s)"** means the days of the week excluding Saturdays, Sundays, and all Embarq holidays.

1.6. **"Customer Proprietary Network Information" ("CPNI")** shall have the meaning specified in the 47 USC §222.

1.7. **"Day(s)"** means calendar days unless otherwise specified.

1.8. **"Effective Date"** is the date as specified above.

1.9. **"Enhanced 911 Service" ("E911")** means a telephone communication service which will automatically route a call dialed "9-1-1" to a designated PSAP attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed.

1.10. **"E911 Authority"** means the authoritative jurisdiction of a particular 911 or E911 system, which could be a county/parish or city government, a special 911 or emergency communications district, a council of government, and/or individual PSAP or other similar body.

1.11. **"E911 Network"** includes but is not limited to, trunks, circuits, selective routers, databases, and database management systems, computer systems, and other

equipment and software which provides for the delivery of both data and voice associated with an E911 call to the appropriate E911 Authority at its designated Public Safety Answering Point (PSAP) facility. The E911 Network begins at the origination point of the 911 call, and ends at the point of demarcation located at the E911 Authority's PSAP facility.

1.12. **"Parties"** means, jointly, Embarq and [redacted] and no other entity, affiliate, subsidiary or assign.

1.13. **"Party"** means Embarq or [redacted] and no other entity, affiliate, subsidiary or assign.

1.14. **"Primary Provider"** is the company with overall responsibility for providing E911 Service to the E911 Authority. The Primary Provider generally provides Routing and/or Database service to the PSAP.

1.15. **"Public Safety Answer Point"** (**"PSAP"**) means a facility equipped and staffed to receive 9-1-1 calls.

1.16. **"Secondary Provider"** is the company that provides support services to the Primary Provider. These support services allow subscribers served by the Secondary Provider to be integrated into the E911 system provided by the Primary Provider. The Secondary Provider also provides Network facilities to the Primary Provider to enable its end-user "subscribers" to dial 911 and be routed to the proper PSAP.

1.17. **"Services"** means the services provided to [redacted] by Embarq under this Agreement. As used in this Agreement, the term "Service(s)" means all commercially available, non-Tariffed services provided by Embarq to [redacted] pursuant to this Agreement. Embarq Tariffed services provided pursuant to any filed tariff of Embarq or an Embarq affiliated company are not Services and are not available under this Agreement.

1.18. **"Tariffs"** means the Embarq local exchange carrier Tariffs filed at the state or federal level for the provision of a Telecommunications Service that may include the terms, conditions and pricing of that service. A Tariff may be required or voluntary and may or may not be specifically approved by the appropriate state commission or Federal Communications Commission ("FCC").

1.19. **"Telecommunications Service"** is as defined in 47 CFR §153(46).

1.20. **"Telecommunications"** is as defined in 47 CFR §153(43).

2. TERM

2.1. This Agreement expires March 4, 2009 (the "Initial Term"). This Agreement will become effective on the date specified and shall continue in force and effect for one (1) year and thereafter shall be automatically renewed for one-year periods upon the same terms and conditions as set forth herein, unless terminated by either Party upon giving written notice of termination to the other not less than ninety (90) Days prior to the expiration of the Initial Term or any subsequent one (1) year term.

2.2. Upon expiration or termination of this Agreement, if the Parties have not executed a successor Agreement within thirty (30) Days after such expiration or termination, then any Service provided by one Party to the other Party following such expiration or termination shall be subject to the terms and conditions governing comparable access service, including pricing, and each Party must submit the necessary orders to convert the Service to an alternative service arrangement within such thirty (30) Day period following the termination or expiration. If a Party fails to submit the necessary orders, then the other Party will have the right to terminate or to convert the E911 Services to an alternative service arrangement, and will assess a conversion charge and a management fee for work performed, unless the Party providing service notifies the other Party within such thirty (30) Day period to cancel any such alternative service arrangements.

3. SERVICES AND IMPLEMENTATION PLAN

3.1. Each Party will provide the Service described in Schedule 1 for the purpose of allowing the Primary Provider to provide services to its end-user customers.

3.2. Compensation for the Service shall be as set forth in Schedule 1.

3.3. The Parties understand that the arrangements and provision of Services described in this Agreement may require technical and operational coordination between the Parties. Accordingly, the Parties agree to work cooperatively to implement this Agreement and each Party agrees to provide the other Party information necessary to establish and maintain accounts and Services under this Agreement.

4. DISCLAIMER OF WARRANTIES

4.1. UNLESS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT, AND ONLY TO SUCH EXTENT, IF ANY, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, FUNCTIONALITY, RELIABILITY OR CHARACTERISTICS OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF INTELLECTUAL PROPERTY NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR STATEMENT MADE BY EITHER PARTY OR ANY OF ITS AGENTS OR EMPLOYEES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.

5. PERFORMANCE MEASURES

5.1. No performance measures or related incentive payments apply to Services provided under this Agreement.

6. TRADEMARKS

6.1. Neither Party will use the service marks, trademarks, trade secrets, name, logos, or carrier identification code ("CIC") of the other Party or any of its affiliates for any purpose, without the other Party's prior written consent. No rights, and particularly licenses, to trademarks, inventions, copyrights, patents, or any other intellectual property rights are implied or granted under this Agreement or by the conveying of information between the Parties, which shall be subject to the provisions of this Agreement governing the treatment of Confidential Information.

7. PUBLICITY

7.1. [redacted] will not, without Embarq's prior written consent, make any press release concerning this Agreement. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

8. TERMINATION

8.1. Either Party may terminate this Agreement upon sixty (60) Days written notice to the other Party.

8.2. Either Party may immediately terminate this Agreement or discontinue Services:

8.2.1. If the Party receiving Services fails to cure its breach of the payment terms within ten (10) Days after written notice from the other Party; or,

8.2.2. One Party fails to cure any other material breach of this Agreement within thirty (30) Days after written notice from the other Party.

8.3. Embarq may terminate this Agreement without liability with at least thirty (30) Days notice to [redacted]

8.3.1. If [redacted] does not meet its undisputed obligations, including judgments, to third parties as those obligations become due; or,

8.3.2. [redacted] becomes subject to a bankruptcy, insolvency, administration, reorganization or liquidation proceeding, or any other similar or related company reconstruction, receivership or administration action, whether voluntary or involuntary; or,

8.3.3. [redacted] makes an assignment for the benefit of creditors; or,

8.3.4. [redacted] becomes insolvent. For purposes of this Agreement, insolvent shall mean:

(a) [redacted] does not meet its undisputed obligations, including judgments, to third parties as those obligations become due, or

(b) [redacted]'s stock is removed or delisted from a trading exchange, or

(c) [redacted]'s long-term debt goes on a watch or warning list, or

(d) [redacted]'s long-term debt rating is downgraded more than two levels from its debt rating as of the Effective Date.

8.4. Notwithstanding the terms and conditions of Section 8 for terminating this Agreement, [redacted] will remain liable for all invoices, charges, and Services provided up to the termination date.

8.5. [redacted] may terminate this Agreement if Embarq fails to cure any material breach of this Agreement. To terminate under this Section 8, [redacted] must give Embarq written notice of a material failure to provide Services. Embarq's opportunity to cure will be a minimum of thirty (30) Days from Embarq's receipt of notice. If Embarq fails to cure, [redacted] may terminate thirty (30) Days after giving Embarq notice of the failure to cure. Embarq's material failure does not include a failure caused by a force majeure event.

8.6. Termination of this Agreement is without prejudice to any other right or remedy of the Parties. Termination of this Agreement for any cause does not release either Party from any liability that:

8.6.1. at the time of termination, has already accrued to the other Party;

8.6.2. may accrue in respect of any act or omission before termination; or

8.6.3. from any obligation that is expressly stated to survive termination.

8.7. Notwithstanding the terms and conditions of Section 8 of this Agreement, should Embarq sell or trade all or substantially all of the assets in an exchange or group of exchanges that Embarq uses to provide the Services, this Agreement is terminated in whole or in part as to that particular exchange or group of exchanges.

9. AUDIT RIGHTS

9.1. Each Party to this Agreement will be responsible for the accuracy and quality of any information submitted to the other Party. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may audit the other Party's books, records and other documents directly related to service provided under this Agreement, including billing and invoicing, once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing or compliance with this Agreement. An audit is a comprehensive review of bills for Services performed under this Agreement. Either Party (the "Requesting Party") may perform one (1) audit per twelve (12) month

period commencing from the Effective Date, with the assistance of the other Party ("Audited Party"), which will not be unreasonably withheld. The audit period will include no more than the preceding twelve (12) month period as of the date of the audit request.

9.2. Upon thirty (30) Days written notice by the Requesting Party to the Audited Party, the Requesting Party shall have the right through its authorized representative to make an audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the Services provided under this Agreement. Within the above-described thirty (30) Day period, the Parties shall reasonably agree upon the scope of the audit, the documents and processes to be reviewed, and the time, place and manner in which the audit shall be performed.

9.3. Subject to the restrictions set forth herein, the Audited Party will cooperate fully with the Requesting Party. The Audited Party agrees to provide reasonable audit support, including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines). In addition, the following guidelines and restrictions shall apply to any such audit:

9.3.1. the Audited Party may require the Requesting Party's employees or representatives to conduct the audit on the premises of the Audited Party;

9.3.2. the Audited Party will have the right to have an employee or representative present at all times during the audit;

9.3.3. the Requesting Party will not have direct unrestricted access to the Audited Party's computer database without the consent of the Audited Party;

9.3.4. the Requesting Party will be entitled to review only those specific records of the Audited Party directly related to customer activations, deactivations, customer billing records, and any records directly related to monetary obligations or restrictions on business activities of a Party hereunder. The Requesting Party's audit of activation, deactivation, and customer billing records will be limited to a reasonable random sampling audit of such records.

9.4. Each Party shall bear its own expenses in connection with the conduct of the audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the audit will be paid by the Requesting Party. For purposes of this Section, a special data extraction is the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent audit.

9.5. Adjustments based on the audit findings may be applied to the twelve (12) month period included in the audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) Days from the Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties.

9.6. Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.

9.7. The audit rights set forth in this Section, and the right to obtain the benefit of any appropriate adjustments based on such audits, shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement. Each Party will maintain complete and accurate records during the Term of this Agreement and for one (1) year after the expiration or termination of this Agreement,

in a form reasonably sufficient to substantiate [redacted] orders, compensation or reporting obligations, payments, and any other obligations under this Agreement.

10. CONFIDENTIALITY

10.1. The following provisions will govern the exchange of information between the Parties. To the extent such provisions are in conflict with the provisions of a separate non-disclosure agreement between the Parties, the separate agreement shall be controlling, except that the following provisions shall survive the earlier expiration or termination of any separate agreement.

10.2. All information which is disclosed by one Party ("Disclosing Party") to the other Party ("Recipient") in connection with this Agreement, including the terms and conditions herein, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary and subject to this Agreement ("Confidential Information"). Such information includes, but is not limited to, orders for Services, usage information in any form, and CPNI as that term is defined in 47 USC §222 and the rules and regulations of the FCC.

10.3. During the term of this Agreement, and for a period of five (5) years thereafter, Recipient shall use any Confidential Information only for the purpose of performing under this Agreement, and safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information. The Recipient shall hold such Confidential Information in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and who are subject to written obligations protecting and restricting their use of such Confidential Information to the same degree as set forth in this Agreement.

10.4. Recipient shall have no obligation to safeguard Confidential Information:

10.4.1. which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party;

10.4.2. which becomes publicly known or available through no breach of this Agreement by Recipient;

10.4.3. which is rightfully acquired by Recipient free of restrictions on its Disclosure;

10.4.4. which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.

10.5. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, if the Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and the Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient will comply with any protective order that covers the Confidential Information to be disclosed.

10.6. Each Party agrees that in the event of a breach of this Section 10 by Recipient or its representatives, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

10.7. Except as otherwise expressly provided in this Section 10, nothing herein shall be construed as limiting or waiving the rights of either Party with respect to its customer information under any applicable law, including without limitation 47 USC §222.

10.8. If any material non-public information is disclosed, the receiving Party agrees that it will comply with SEC Regulation FD (Fair Disclosure), and refrain from trading in the Disclosing Party's stock until that material non-public information is publicly disseminated.

10.9. All Confidential Information remains the property of the Disclosing Party unless otherwise specified in writing. Such Confidential Information, including all copies of such information, must be returned to the Disclosing Party or destroyed after the Receiving Party's need for it has expired or upon request of the Disclosing Party, and, in any event, upon termination of this Agreement. At the request of the Disclosing Party, the Receiving Party will furnish a certificate of an officer of the Receiving Party certifying that Confidential Information not returned to Disclosing Party has been destroyed.

11. LIMITATION OF LIABILITY

11.1. If as a result of fire, flood, storm, acts of God, strikes, labor disputes, war, or civil disturbance, either Party fails to perform any of its obligations under this Agreement, the non-performing Party shall not be liable to the other Party for any loss or damage occasioned by such non-performance.

11.2. Neither Party, its parents, subsidiaries, affiliates, agents, servants or employees shall be liable for damages arising from errors, mistakes, omissions, interruptions, delays outages or interference in the course of establishing, furnishing, rearranging, moving, terminating, changing, providing or failing to provide Services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the Services or facilities) in the absence of willful misconduct.

11.3. Notwithstanding the foregoing, in no event shall Embarq's liability to [redacted] for errors, mistakes, omissions, interruptions, delays outages or interference in the course of establishing, furnishing, rearranging, moving, terminating, changing, providing or failing to provide Services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the Services or facilities) exceed an amount equal to the proportionate charge for the Service provided for the period during which the Service was affected.

11.4. Neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue, lost business opportunities, or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, and irrespective of whether the other Party was or should have been aware of the possibility of such losses, except that the foregoing shall not limit a Party's obligation under Section 5 to indemnify, defend, and hold the other Party harmless against claims brought by third parties, including claims by [redacted]'s end-users.

12. INDEMNIFICATION

12.1. Each Party agrees to indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent caused by the negligence or willful misconduct or omission of the indemnifying Party.

12.2. [redacted] shall indemnify and hold harmless Embarq from all claims by [redacted]'s subscribers related to Services provided under this Agreement.

12.3. Embarq shall indemnify and hold harmless [redacted] from all claims by Embarq's subscribers related to Services provided under this Agreement.

12.4. The indemnifying Party under this Section agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand.

12.5. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is

responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims.

12.6. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

12.7. When the lines or services of other companies and carriers are used in establishing connections either to, or from, points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

12.8. In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or pursuant to any order of a regulatory commission having jurisdiction over the Service, and to the extent the Service provided or contemplated under this Agreement constitutes a Telecommunications Service, provide, in its Tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for (i) Consequential Damages, or (ii) any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the services or functions that gave rise to such loss.

13. COOPERATION ON FRAUD

13.1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

14. NOTICES

14.1. Written notices sent to the address below using certified mail, or delivered in person, shall be effective when sent.

If to [redacted]

[redacted]

With a copy to:

[redacted]

If to Embarq:

Director Wholesale Markets
Embarq
KSOPKB0401-413
9300 Metcalf Avenue
Overland Park, KS 66212

With a copy to:

14.2. If delivery, other than certified mail is used to give notice, a receipt of such delivery shall be obtained and the notice shall be effective when received. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

15. AMENDMENT

15.1. This Agreement may only be modified by a written amendment signed by an authorized representative of each Party.

16. ASSIGNMENT

16.1. If any Affiliate (as defined below) of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement without the necessity of any prior written consent by the other Party. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed [redacted] or Embarq and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking. For purposes of this paragraph, "Affiliate" shall mean a legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party. An entity is considered to control another entity if it owns, directly or indirectly, more than fifty percent (50%) of the total voting securities or other similar voting rights.

16.2. Except as provided above, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, shall be void, unless the prior written consent to such assignment has been obtained from the other Party, which consent shall not be unreasonably withheld or delayed.

17. SEVERABILITY

17.1. If any provision of this Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the Parties will negotiate a mutually acceptable replacement provision consistent with the Parties' original intent.

18. SURVIVAL

18.1. The terms and conditions of this Agreement regarding confidentiality, indemnification, warranties, payment and all other that by their content are intended to survive the expiration or termination of this Agreement will survive and continue in effect.

19. WAIVER

19.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

19.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall constitute as a general waiver or relinquishment of such term, right or condition.

19.3. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

20. INDEPENDENT CONTRACTORS

20.1. It is the intention of the Parties that each Party shall be an independent contractor under this Agreement. The Parties' relationship and this Agreement does not constitute or create an association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees or affiliates, and neither Party shall have the right or power to bind or obligate the other.

21. THIRD PARTY BENEFICIARIES

21.1. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto

22. FORCE MAJEURE

22.1. Neither Party will be responsible for any delay, interruption or other failure to perform under this Agreement due to any acts or causes beyond the control of the Party whose performance was affected thereby, including without limitation: Acts of God (e.g., natural disasters, lightning) actions of any civil or military governmental authority, including enactment or issuance of laws, orders, rules, regulations, or directions that prohibit or prevent such performance, epidemics, quarantine, marshal law, wars, riots, insurrections, terrorist activities, and civil commotions, explosions and fires, power outages, flood, embargoes, strikes, labor disputes, laws, orders, rules, regulations, directions, or action of any governmental authority, inability to obtain equipment from third party suppliers; cable cuts by third parties, a local exchange carrier's activities and other acts of third parties.

22.2. No delay or other failure to perform shall be excused pursuant to this Section unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay.

23. GOVERNING LAW

23.1. This Agreement is governed by the laws of the State of Indiana without regard to choice of law principles.

24. ENTIRE AGREEMENT AND FURTHER ACTION

24.1. This Agreement, including all referenced documents and attachments, constitutes the entire Agreement and understanding between the Parties. It supersedes all prior or contemporaneous negotiations or Agreements, whether oral or written, relating to its subject matter.

24.2. Each Party, upon the reasonable request of the other Party, agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the intent and purposes of this Agreement.

25. ORDERING AND PROVISIONING

25.1. Embarq shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable [redacted] to provide the Services.

26. ACCESS TO CPNI

26.1. For any [redacted]'s end user customer, Embarq (subject to applicable rules, orders, and decisions) will provide [redacted] with access to CPNI without requiring [redacted] to produce a signed LOA, based on [redacted]'s blanket representation that the end user customer has authorized [redacted] to obtain such CPNI.

27. CONSTRUCTION

27.1. The Parties agree that this Agreement will not be construed for or against the drafter since each Party has sufficient business experience and has had sufficient opportunity to seek the assistance of legal counsel prior to the execution of the Agreement.

28. COUNTERPARTS

28.1. This Agreement may be executed in any number of counterparts with the same effect as if each Party had signed the same document.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and accepted by its duly authorized representatives.

[redacted]		**Embarq**	
By:	[redacted]	By:	*[signed] William E. Cheek*
Name :	[redacted]	Name:	William E. Cheek
Title:	Chief Operations Officer	Title:	President – Wholesale Markets
Date:	03/05/08	Date:	03/18/08

SCHEDULE 1

Jointly Provided E911 Network Services

1. TERMS AND CONDITIONS

1.1. Access to E911 Emergency Network

1.1.1. Where one Party is the retail provider (Primary Provider) of E911 Services for the E911 Authority in a location where there is also a presence of the other Party (Secondary Provider), the Primary Provider agrees to provide connection to its E911 network to the Secondary Provider as set out in the following sections of this agreement.

1.1.2. The Secondary Provider agrees to provide the necessary network and ALI database support services that will enable the Primary Provider to fully integrate all end users into the E911 system.

1.1.3. [redacted] and Embarq agree that this agreement will be reciprocal and said connections will apply equally when [redacted] is the Secondary Provider and Embarq is Primary Provider, or the reverse. E911 connection includes the following:

(a) Transporting the E911 calls from the Secondary Provider exchange Switching Control Office or Exchange Selective Router or Selective Router to the Switching Control Office or Selective Router of the E911 Primary Provider.

(b) Switching 911 calls originating from the Secondary Provider's exchange(s) through the Control Office/Selective Router to the designated primary Public Safety Answering Point (PSAP) or to designated alternate locations.

(c) Storing and updating the names, street addresses and associated telephone numbers provided by the Secondary Provider from each of the Secondary Provider's exchange(s) in an electronic database of the E911 Data Management System (DMS), including the ALI database; and

(d) Displaying the telephone numbers of Secondary Provider's end users calling 911 along with the associated names and/or street address (or central office identification codes if ANI is not available) at any attendant position console of the PSAP or its designated alternate location.

(e) Where applicable, provide and maintain equipment at the switching control office and data management center of the E911 Network.

1.1.4. Billing To E911 Authority. Where applicable because of contractual obligations or regulatory requirements, each Party shall bill the E911 Authority the amount of charges for the Services provided by that Party.

1.1.5. Sufficient Trunks to Provide Service. Both the Primary and Secondary Providers shall provide and maintain sufficient interoffice dedicated E911 trunks and central office equipment so that adequate and sufficient E911 Service will be furnished at all times to both Parties' end users.

1.1.6. The Parties agree that a minimum of P.01 grade of service shall be maintained for network facilities that support end user E911 traffic.

1.1.7. Standard Operating Methods. With respect to all matters covered by this Section, both Parties shall comply with standard operating methods and

practices and observe the rules and regulations of their respective lawfully established tariffs or contractual obligations covering the provision of E911 Service.

1.1.8. Confidential Information. The 911 Services information and records provided to each Party by the other shall be considered Confidential Information pursuant to Section 10 of the General Terms and Conditions of this Agreement and shall be utilized for the provision of 911 Services and for no other purpose.

1.2. Common Channel Signaling System 7 Interconnection

1.2.1. Purpose. The purpose of this Subsection is to describe Common Channel Signaling System (CCS7) Interconnection between the Parties. CCS7 is a network signaling technology using Signaling System 7 (SS7) protocol in which all signaling information between two or more signaling nodes is transmitted over dedicated, high-speed data links (out-of-band signaling), rather than over the public switched network (in-band signaling).

1.2.2. Physical Connection. Interconnection between Embarq and [redacted] for CCS7 signaling capability shall require an industry standard SS7 connection.

1.3. E911 General Requirements

1.3.1. In government jurisdictions where Embarq has obligations under existing agreements as the Primary Provider of the 911 System to the E911 Authority, the Parties shall participate in the provision of the 911 System as follows:

(a) Each Party shall be responsible for those portions of the E911 Network for which it has control, including any necessary maintenance to each Party's portion of the E911 Network.

(b) Embarq shall be responsible for maintaining the E911 database and the E911 routing database.

(c) The ALI database shall be managed by Embarq, and is the property of Embarq, although such ALI database may contain records provided by [redacted].

(d) [redacted] shall be solely responsible for providing [redacted] database records to Embarq for inclusion in Embarq's ALI database on a timely basis.

(e) [redacted] shall assign an E911 database coordinator charged with the responsibility of forwarding [redacted] end user ALI record information to Embarq or via a third-party entity, charged with the responsibility of ALI record transfer. [redacted] assumes all responsibility for the accuracy of the data that [redacted] provides to Embarq.

(f) [redacted] shall provide information on new subscribers to Embarq within one (1) Business Day of the order completion. Embarq shall update the database within two (2) Business Days of receiving the data from [redacted]. If Embarq detects an error in the [redacted] provided data, the data shall be returned to [redacted] within two (2) Business Days from when it was provided to Embarq. [redacted] shall respond to requests from Embarq to make corrections to database record errors by uploading corrected records within two (2) Business Days. Manual entry shall be allowed only in the event that the system is not functioning properly.

1.3.2. In government jurisdictions where [redacted] has obligations under existing agreements as the Primary Provider of the 911 System to the E911 Authority, the Parties shall participate in the provision of the 911 System as follows:

(a) Each Party shall be responsible for those portions of the E911 Network

for which it has control, including any necessary maintenance to each Party's portion of the E911 Network.

(b) [redacted] shall be responsible for maintaining the E911 database and the E911 routing database.

(c) The ALI database shall be managed by [redacted] and is the property of [redacted] although such ALI database may contain records provided by Embarq.

(d) Embarq shall be responsible for providing Embarq database records to [redacted] for inclusion in [redacted]'s ALI database on a timely basis.

(e) Embarq shall assign an E911 database coordinator charged with the responsibility of forwarding Embarq end user ALI record information to [redacted] or via a third-party entity, charged with the responsibility of ALI record transfer. Embarq assumes all responsibility for the accuracy of the data that Embarq provides to [redacted].

(f) Embarq shall provide information on new subscribers to [redacted] within one (1) Business Day of the order completion. [redacted] shall update the database within two (2) Business Days of receiving the data from Embarq. If [redacted] detects an error in the Embarq provided data, the data shall be returned to Embarq within two (2) Business Days from when it was provided to [redacted]. Embarq shall respond to requests from [redacted] to make corrections to database record errors by uploading corrected records within two (2) Business Days. Manual entry shall be allowed only in the event that the system is not functioning properly.

1.3.3. E911 Database Requirements

(a) To the extent allowed by and approved by the authorized E911 Authority, and where available, each Party shall provide on an annual basis, copies of their respective ALI database records to be used for an ALI audit against the Primary Provider's database.

(b) Embarq and [redacted] shall arrange for the automated input and periodic updating of the E911 ALI database information related to the Party's end users. The Parties shall work cooperatively to ensure the accuracy of the data transfer by verifying it against the ALI database. Both Embarq and [redacted] shall accept electronically transmitted files that conform to NENA Version #2 format.

(c) The Parties agree to treat all subscriber data provided under this Agreement as confidential and to use subscriber data only for the purpose of providing E911 Services.

1.3.4. E911 Service is offered in four (4) configurations. The feature configurations are:

(a) Automatic Number Identification (ANI);

(b) Automatic Number Identification and Selective Routing;

(c) Automatic Number Identification and Automatic Location Identification (ALI); and

(d) Automatic Number Identification, Selective Routing and Automatic Location Identification.

1.4. Basis of Revenue Distribution

1.4.1. The Parties agree that the Secondary Provider will be a participating party in the provisioning of E911 Service to the E911 Authority. The Secondary Provider will

provide rates based on its own associated costs and expenses directly to the E911 Authority.

1.4.2. Any compensations due the Secondary Provider for revenue requirements, over and above those to be derived from application of the Primary Provider tariff rates and/or charges, shall be quoted as additional rates and/or charges and absent any other mutually agreed upon method of billing between the Parties, be directly billed to the E911 Authority, and shall be paid by the E911 Authority.

1.4.3. E911 terminal equipment provided by the Secondary Provider will be billed separately at rates determined by the Secondary Provider. Each E911 System will be addressed individually with the Secondary Provider concerning E911 Authority requirements, rates and service provisioning for the Secondary Provider exchange(s).

1.5. Service Locations. The Exhibits of this Agreement detail the E911 Systems where one Party is the Primary Provider and the other Party is the Secondary Provider.

1.6. The Services in this Agreement are not subject to reciprocal compensation as defined in 47 CFR §51.701(e).

EXHIBIT # — E911 SYSTEM

Primary Provider:

Secondary Provider:

E911 Authority:

County:

Secondary Provider Exchanges	**Total Access Lines**
Exchanges are listed here.	*Each exchange's access line total*

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: James M. Maples

PARTY: Embarq

DESCRIPTION: Matrix of Proposed Terms for Intrado and Embarq, attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 44
COMPANY Embarq
WITNESS James M. Maples (JMM-9)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # JMM-9

Intrado's Proposed Terms	Embarq's Proposed Terms
Issue Number 2: **(a) What trunking and traffic routing arrangements should be used for the exchange of traffic when Intrado is the designated 911/E911 Service Provider?** **(b) What trunking and traffic routing arrangements should be used for the exchange of traffic when Embarq is the designated 911/E911 Service Provider?**	
55.1.3 ~~Separate trunks will be utilized for connecting INTRADO COMM's switch to each 911/E911 tandem.~~ One-way trunks shall be utilized for Local Interconnection of Embarq's network to Intrado's Intelligent Emergency Network™ for the purpose of emergency call routing applications where Intrado serves as the E911 Service provider and for Local Interconnection of Intrado's network to Embarq's Selective Routers or E911 Tandem Switches where Embarq serves as the E911 Service provider.	55.1.3 ~~Two~~ One-way trunks shall be utilized ~~*where technically feasible* for Local Interconnection of Embarq's network to Intrado's Intelligent Emergency Network™ for the purpose of emergency call routing applications where Intrado services as the E911 Service provider and~~ for Local Interconnection of Intrado's network to Embarq's Selective Routers or E911 Tandem Switches where Embarq serves as the E911 Service provider.
55.4 Interconnection of the Embarq Network to INTRADO COMM's Intelligent Emergency Network.	55.4 Interconnection of the Embarq Network to INTRADO COMM's Intelligent Emergency Network.
55.4.1 In geographic areas in which INTRADO COMM has been designated as the E911 Selective Routing provider, Embarq will provide end office direct trunking to INTRADO COMM's Intelligent Emergency Network™ for the purpose of delivery of 911 Service and E911 Service traffic from Embarq's End-Users' emergency calls to PSAPs (End-Users) served by INTRADO COMM's Selective Routing system.	55.4.1 In geographic areas in which INTRADO COMM has been designated as the E911 Selective Routing provider, Embarq will provide end office direct trunking to INTRADO COMM's Intelligent Emergency Network™ for the purpose of delivery of 911 Service and E911 Service traffic from Embarq's End-Users' emergency calls to PSAPs (End-Users) served by INTRADO COMM's Selective Routing system where Embarq's end office is entirely served by a single PSAP.
55.4.2 Embarq may aggregate and/or transport traffic from its chosen location to the INTRADO COMM Intelligent Emergency Network™ mutually agreed POI.	The terms and conditions should be included in a commercial agreement. See the discussion on POI (Issue 3).
55.4.4 Embarq will order DS1 and DS0 terminations to INTRADO COMM's E911 network via the INTRADO COMM Access Service Request (ASR) process for each end office trunk group established for use by Embarq's End-Users. Embarq may engineer terminations such that terminations may be aggregated in an efficient manner, but will not selectively route the end office traffic before termination to the INTRADO COMM Network, unless in accordance with split rate area exceptions noted in Section 55.4.7.	55.4.4 Embarq will order at mutually agreed upon rates DS1 and DS0 terminations to INTRADO COMM's E911 network via the INTRADO COMM Access Service Request (ASR) process for each end office trunk group established for use by Embarq's End-Users. Embarq may engineer terminations such that terminations may be aggregated in an efficient manner, but will not selectively route the end office traffic before termination to the INTRADO COMM Network, where Embarq's end office is entirely served by a single PSAP.

Intrado's Proposed Terms	Embarq's Proposed Terms
55.4.6 Embarq shall utilize Signaling System 7 (SS7) signaling protocol for DS0 terminations to INTRADO COMM's Intelligent Emergency Network™, where Embarq has SS7 deployed.	The terms and conditions should be included in a commercial agreement.
55.4.7 Embarq shall not deliver its End-User's calls originating outside of INTRADO COMM's E9-1-1 serving area to the INTRADO COMM Intelligent Emergency Network™ except as noted below.	The terms and conditions should be included in a commercial agreement.
55.4.7.1 Split Wire Center Call Delivery Exception – Where Embarq is technically incapable of segregating its End-User 911 Service or E911 Service call traffic associated with a Wire Center and where the Wire Center serves End-Users both within and outside of the INTRADO COMM Intelligent Emergency Network™ serving area, Embarq shall work cooperatively with INTRADO COMM and the affected E911 Authorities (i) to establish call routing and/or call handoff arrangements, (ii) to establish which E9-1-1 Service provider will serve as the "Primary" Selective Routing provider for direct trunking from the split Wire Center, and (iii) to establish which E91-1 service provider will serve as the "Secondary" Selective Routing provider receiving a call hand-off from the Primary Selective Routing provider.	Split Wire Center Call Delivery Exception – Where Embarq does not segregate ~~is technically incapable of segregating~~ End-User 911 Service or E911 Service call traffic associated with a Wire Center and where the Wire Center serves End-Users both within and outside of the INTRADO COMM Intelligent Emergency Network™ serving area, Embarq shall work cooperatively with INTRADO COMM, other PSAP service providers, and the affected E911 Authorities (i) to establish call routing and/or call handoff arrangements, (ii) to establish which E9-1-1 Service provider will serve as the "Primary" Selective Routing provider for direct trunking from the split Wire Center, and (iii) to establish which E91-1 service provider will serve as the "Secondary" Selective Routing provider receiving a call hand-off from the Primary Selective Routing provider
55.4.7.2 Split Wire Center Call Delivery Cost - Embarq shall be responsible for any and all costs incurred by INTRADO COMM resulting from Embarq's inability to segregate its End-User 911 Service or E911 Service call traffic and resulting in call hand-offs from INTRADO COMM's Intelligent Emergency Network™ to another E9-1-1 service provider's network..	Embarq will not agree to these terms in either a 251(c) or 251(a) commercial agreement.
55.4.7.3 Split Wire Center "Partially Deployed" 911 Exception – Where Embarq is technically incapable of segregating its End-User 911 Service or E911 Service call traffic associated with a specific Wire Center and where the Wire Center serves End-Users that are within the INTRADO COMM Intelligent Emergency Network™ serving area and End-Users that have not as yet deployed 911 Services or E911 Services, 911 Service or E911 Service call traffic for the entire end office shall be delivered to INTRADO COMM for call delivery to the appropriate PSAP.	55.4.7.3 Split Wire Center "Partially Deployed" 911 Exception – Where Embarq does not segregate its ~~is technically incapable of segregating~~ End-User 911 Service or E911 Service call traffic associated with a specific Wire Center and where the Wire Center serves End-Users that are within the INTRADO COMM Intelligent Emergency Network™ serving area and End-Users that have not as yet deployed 911 Services or E911 Services, 911 Service or E911 Service call traffic for the entire end office shall be delivered to INTRADO COMM for call delivery to the appropriate PSAP.

Intrado's Proposed Terms	Embarq's Proposed Terms
Issue Number 3: **What terms and conditions should govern points of interconnection (POIs) when:** **(a) *Intrado* is the designated 911/E911 service provider?** **(b) Embarq is the designated 911/E911 service provider?** **(c) Intrado requests the use of a mid-span meet point? (see number 8 below)**	
55.2.1 Point of Interconnection. INTRADO COMM must establish a minimum of one POI within each LATA, at any technically feasible point, on Embarq's network. ~~In addition, INTRADO COMM shall establish additional POIs under the following circumstances:~~	**55.2.1** Point of Interconnection. INTRADO COMM must establish a minimum of one POI within each LATA, at any technically feasible point, on Embarq's network. ~~In addition, INTRADO COMM shall establish additional POIs under the following circumstances:~~ ***Embarq agrees to strike last sentence.***
55.2.1(a) INTRADO COMM will establish a POI at Embarq's E911 Tandem/Selective Router or other meet-point pursuant to Section 55.2.4 for the exchange of 911 Service or E911 Service calls. ~~To the extent Embarq's network contains multiple tandems in the LATA, INTRADO COMM must establish a POI at each tandem where it wishes to exchange (*i.e.*, receive or terminate) traffic with Embarq.~~	**55.2.1(a)** To the extent Embarq's network contains multiple tandems in the LATA, INTRADO COMM must establish a POI at each tandem where it wishes to exchange (*i.e.*, receive or terminate) traffic with Embarq.. **Embarq agrees to delete its language. See 55.2.1(d) below for comments on Intrado's proposed terms for 55.2.1(a).**
55.2.1(c) In geographic areas in which INTRADO COMM has been designated as the E911 Selective Routing provider, Embarq shall exchange 911 Service and E911 Service traffic with INTRADO COMM pursuant to Section 55.4. ~~INTRADO COMM must establish a POI at any Embarq end office that subtends a non-Embarq tandem.~~	**55.2.1(c)** INTRADO COMM must establish a POI at any Embarq end office that subtends a non-Embarq tandem. **Embarq agrees to delete its language. Embarq cannot agree to include Intrado's propose terms in a 251(c) agreement.**
	55.2.1(d) In geographic areas in which Embarq has been designated as the E911 Selective Routing provider, INTRADO COMM will establish a POI at Embarq's E911 Tandem/Selective Router ~~or other meet point pursuant to Section55.2.4 for the exchange of 911 Service or E911 Service calls.~~
55.2.4 When INTRADO COMM requests ~~the Parties choose~~ to interconnect at a mid-span meet, INTRADO COMM and Embarq will jointly provision the facilities that connect the two Parties' networks. Embarq will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation plan. ~~Embarq~~ Each Party will provide fifty percent (50%) of the facilities to the mid-span meet. ~~or to its~~	**55.2.4** When the Parties choose to interconnect at a mid-span meet, INTRADO COMM and Embarq will jointly provision the facilities that connect the two networks. Embarq will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation plan. Embarq will provide fifty percent (50%) of the facilities or to its exchange boundary, whichever is less. The construction of new

Intrado's Proposed Terms	Embarq's Proposed Terms
~~exchange boundary, whichever is less. The construction of new facilities for a mid-span meet is only applicable when traffic is roughly balanced.~~ Notwithstanding any provision in this Agreement to the contrary, when the Parties interconnect using a mid-span meet, each Party will be financially responsible for the facilities on its side of the mid-span meet and will not bill the other Party for any portion of those facilities.	facilities for a mid-span meet is only applicable when traffic is roughly balanced. Notwithstanding any provision in this Agreement to the contrary, when the Parties interconnect using a mid-span meet, each Party will be financially responsible for the facilities on its side of the mid-span meet and will not bill the other Party for any portion of those facilities.
Issue Number 4: **(a) Should specific terms and conditions be included in the ICA for inter-selective router trunking? If so, what are the appropriate terms and conditions?** **(b) Should specific terms and conditions be included in the ICA to support PSAP-to-PSAP call transfer with automatic location information ("ALI")? If so, what are the appropriate terms and conditions?**	
55.1.4 Two-way trunks shall be utilized if the Parties deploy E9-1-1 inter-Selective Router/E911 Tandem trunking configurations. These trunk configurations shall be dependent upon the Embarq E9-1-1 Selective Router capabilities. E9-1-1 inter-Selective Router trunking shall allow the transfer of E9-1-1 calls between PSAPs subtending on each Party's respective E9-1-1 network.	The terms and conditions should be included in a commercial agreement.
55.5 Inter-Selective Router Trunking 55.5.1 INTRADO COMM and Embarq may deploy bi-directional inter-SR trunking using two-way trunk configurations that will allow transfers between PSAPs subtending Embarq Selective Routers and PSAPs subtending on the INTRADO COMM Selective Routers.	The terms and conditions should be included in a commercial agreement.
55.5.7 Where technically capable, each Party will establish and maintain appropriate Selective Routing database updates and/or trunk routing translations as necessary to support inter-tandem E9-1-1 PSAP call transfer capability requested by the 911 Authority.	The terms and conditions should be included in a commercial agreement.
55.5.9 The Parties will maintain appropriate dial plans to support inter-Selective Router tandem transfer and each Party shall notify the other of changes, additions, or deletions to their respective inter-Selective Router dial plans.	The terms and conditions should be included in a commercial agreement.

Intrado's Proposed Terms	Embarq's Proposed Terms
55.5.10 Each Party will be responsible for alarming and monitoring their respective originating E911 inter-Selective Routing trunks. Each Party shall notify the other of any service outages on their respective inter-Selective Routing trunk(s), and work cooperatively to restore service ~~in accordance with federal, state and local 911 rules.~~	The terms and conditions should be included in a commercial agreement.
Issue Number 5: **Should the interconnection agreement include the terms and conditions under which Embarq orders services from Intrado? If so, what are the appropriate terms and conditions?**	
72.14 INTRADO COMM Ordering Processes 72.14.1 Where Embarq is ordering interconnection to INTRADO COMM's Intelligent Emergency Network™, Embarq will follow INTRADO COMM's INTRADO ordering processes as posted on the INTRADO COMM website.	The terms and conditions should be included in a commercial agreement.
Issue Number 6: **(a) What terms and conditions should be included in the ICA to address access to 911/E911 database information when Embarq is the designated 911/E911 service provider?** **(b) What terms and conditions should be included in the ICA to address access to 911/E911 database information when Intrado is the designated 911/E911 service provider?**	
75.2.6(f) INTRADO COMM shall provide information on new End-Users~~subscribers~~ to Embarq within one (1) business day of the order completion. Embarq shall update the database within two (2) Business Days of receiving the data from INTRADO COMM. If Embarq detects an error in the INTRADO COMM provided data, the data shall be returned to INTRADO COMM within two (2) Business Days from when it was provided to Embarq. INTRADO COMM shall respond to requests from Embarq to make corrections to database record	f) INTRADO COMM shall provide information on new subscribers to Embarq within one (1) business day of the order completion. Embarq shall update the database within two (2) Business Days of receiving the data from INTRADO COMM. If Embarq detects an error in the INTRADO COMM provided data, the data shall be returned to INTRADO COMM within two (2) Business Days from when it was provided to Embarq. INTRADO COMM shall respond to requests from Embarq to make corrections to database record errors by uploading

Intrado's Proposed Terms	Embarq's Proposed Terms
errors by uploading corrected database or SOI records within two (2) Business Days. Manual entry shall be allowed only in the event that the system is not functioning properly.	corrected records within two (2) Business Days. Manual entry shall be allowed only in the event that the system is not functioning properly.
(g) Embarq agrees to treat all End-User ~~end user~~ data on INTRADO COMM End-Users ~~subscribers~~ provided under this Agreement as confidential in accordance with CPNI rules and to use data on INTRADO COMM End-Users~~subscribers~~ only for the purpose of providing E911 sServices. Embarq may also use such End-User data to provide "Emergency Services," "Emergency Notification Services," and "Emergency Support Services" as those terms are defined in the Wireless Communications and Public Safety Act of 1999 and as may otherwise be permitted under Section 222 of the Act.	(g) Embarq agrees to treat all data on INTRADO COMM subscribers provided under this Agreement as confidential and to use data on INTRADO COMM subscribers only for the purpose of providing E911 services.
75.2.7 Basic 911 and E911 Database Requirements in Geographic Areas where INTRADO COMM Has Been Designated as the Primary 911 Service and E911 Service Provider by the E911 Authority and Manages the 911/E911 Database (a) The ALI database shall be managed by INTRADO COMM.	75.2.7 Basic 911 and E911 Database Requirements in Geographic Areas where INTRADO COMM Has Been Designated as the Primary 911 Service and E911 Service Provider by the E911 Authority and Manages the 911/E911 Database (a) The ALI database shall be managed by INTRADO COMM. but is the property of INTRADO COMM and Embarq for those records provided by Embarq.
(b) To the extent allowed by the E911 Authority, and where available, INTRADO COMM shall provide an initial MSAG load and daily updates to Embarq for use in submitting MSAG valid End-User record information to INTRADO COMM. It shall be the responsibility of Embarq to accept and maintain the daily updates from INTRADO COMM.	b) To the extent allowed by the E911 Authority, and where available, INTRADO COMM shall provide an initial MSAG load and daily updates to Embarq for use in submitting MSAG valid End-User record information to INTRADO COMM. The information shall be provided in a mutually agreed medium in a format compliant with NENA standards. ~~It shall be the responsibility of Embarq to accept and maintain the daily updates from INTRADO COMM.~~
(c) Embarq shall be solely responsible for providing Embarq database records to INTRADO COMM for inclusion in INTRADO COMM's Selective Router or ALI database on a timely basis.	The terms and conditions should be included in a commercial agreement.
(d) INTRADO COMM and Embarq shall arrange for the automated input and periodic updating of the E911 database information related to Embarq End-Users. INTRADO COMM shall work cooperatively with Embarq to ensure the accuracy of the data transfer by verifying it against the MSAG. INTRADO COMM shall accept and submit electronically transmitted files that conform to a mutually agreeable NENA format.	(d) INTRADO COMM and Embarq shall arrange for the automated input and periodic updating of the E911 database information related to Embarq End-Users. INTRADO COMM shall work cooperatively with Embarq to ensure the accuracy of the data transfer by verifying it against the MSAG. INTRADO COMM shall accept and submit electronically transmitted files that conform to a mutually agreeable NENA format.

Intrado's Proposed Terms	Embarq's Proposed Terms
(e) Embarq shall assign an E911 database coordinator charged with the responsibility of forwarding Embarq End-User ~~end-user~~ ALI record information or SOI to INTRADO COMM or via a third-party entity, charged with the responsibility of ALI record transfer. Embarq assumes all responsibility for the accuracy of the data that Embarq provides to INTRADO COMM.	The terms and conditions should be included in a commercial agreement.
(f) Embarq shall provide information on new End-Users to INTRADO COMM within one (1) business day of the order completion. INTRADO COMM shall update the database within two (2) Business Days of receiving the data from Embarq. If INTRADO COMM detects an error in the Embarq provided data, the data shall be returned to Embarq within two (2) Business Days from when it was provided to INTRADO COMM. Embarq shall respond to requests from INTRADO COMM to make corrections to database record errors by uploading corrected SOI records within two (2) Business Days. Manual entry shall be allowed only in the event that the system is not functioning properly.	The terms and conditions should be included in a commercial agreement.
(g) INTRADO COMM agrees to treat all data on Embarq End-Users provided under this Agreement as confidential in accordance with CPNI rules and to use data on Embarq End-Users only for the purpose of providing E911 Services. INTRADO COMM may also use such End-User data to provide "Emergency Services," "Emergency Notification Services," and "Emergency Support Services" as those terms are defined in the Wireless Communications and Public Safety Act of 1999 and as may otherwise be permitted under Section 222 of the Act.	(g) INTRADO COMM agrees to treat all data on Embarq End-Users provided under this Agreement as confidential and to use data on Embarq End-Users only for the purpose of providing E911 Services.
75.2.7 (h) The Parties shall load pANI Shell Records and update ALI steering tables in both the Embarq and INTRADO COMM ALI databases to support PSAP-to-PSAP call transfer with ALI for dynamic ALI type calls (*e.g.* wireless and nomadic VoIP calls).	The terms and conditions should be included in a commercial agreement.
75.2.7 (i) Embarq and INTRADO COMM shall employ PAM as the protocol for interoperability between the ALI systems for ALI retrieval from each Party's ALI database when "no record found" ALI steering conditions occur.	The terms and conditions should be included in a commercial agreement. In addition Embarq will not agree to a blanket obligation to deploy PAM.

Intrado's Proposed Terms	Embarq's Proposed Terms
Issue Number 7: **Should 911/E911 Service calls be included in the type of traffic to be exchanged by the Parties over local interconnection trunks?**	
55.1 The Parties shall reciprocally terminate Local Traffic, ~~and~~ IntraLATA/InterLATA toll calls, and 911 Service and E911 Service calls originating on the other Party's network as follows:	55.1 The Parties shall reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:
Issue Number 8: **What are Embarq's obligations to build out transport facilities?**	
See POI Language above on mid-span meet.	See POI Language above on mid-span meet.
Issue Number 9: **Under §251(c), should Embarq be required to maintain certain company identifiers and codes to interconnect with Intrado and terminate traffic on Intrado's network?**	
55.3.3 Interconnection to the INTRADO COMM Network (b) Embarq must provide an official Access Carrier Name Abbreviation (ACNA) (currently assigned by Telcordia Technologies, Inc.) and a valid ~~national~~ Operating Company Number (OCN) (currently assigned by the National Exchange Carrier Association (NECA)) for use in INTRADO COMM's ordering, billing, maintenance, and inventorying systems.	The terms and conditions should be included in a commercial agreement.
Issue Number 11: **How should the term "End User" be defined and where should it be used in the ICA?**	
1.54 "End-User" means the individual that subscribes to (subscriber of record) and/or uses the Telecommunications Services provided by Embarq or	1.54 For the purposes of this agreement "End-User" means the individual that makes the 9-1-1 call.

Intrado's Proposed Terms	Embarq's Proposed Terms
INTRADO COMM.	
Issue Number 12: **How should the term "Enhanced 911 Service" be defined in the ICA?**	
1.55"Enhanced 911 Service" ("E911" or "E9-1-1") means a telephone exchange ~~communication~~ service ~~which~~ that will automatically route a caller ~~dialed~~ dialing "9-1-1" to a designated ~~public safety answering point (~~PSAP~~)~~ attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed.	"Enhanced 911 Service" ("E911") means a telephone communication service which will automatically route a call dialed "9-1-1" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed.
Issue Number 13: **Should the term "designated" or the term "primary" be used to indicated which Party is serving the 911 Authority**	
75.2.3 In government jurisdictions where Embarq has obligations under existing agreements as the ~~primary~~ designated provider of the 911 System to the county (Host Embarq), INTRADO COMM shall participate in the provision of the 911 System in accordance with this Agreement or applicable tariffs, as appropriate.	75.2.3 In government jurisdictions where Embarq has obligations under existing agreements as the primary provider of the 911 System to the county (Host Embarq), INTRADO COMM shall participate in the provision of the 911 System in accordance with this Agreement or applicable tariffs, as appropriate.
75.2.4 In government jurisdictions where INTRADO COMM has obligations under existing agreements as the ~~primary~~ designated provider of the 911 System to the county (Host INTRADO COMM), Embarq shall participate in the provision of the 911 System in accordance with this Agreement or applicable INTRADO COMM tariffs, as appropriate.	75.2.4 In government jurisdictions where INTRADO COMM has obligations under existing agreements as the primary provider of the 911 System to the county (Host INTRADO COMM), Embarq shall participate in the provision of the 911 System in accordance with this Agreement or applicable INTRADO COMM tariffs, as appropriate.

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: James M. Maples

PARTY: Embarq

DESCRIPTION: Excerpts of the proposed Embarq and Intrado interconnection agreement that refer to the term "End Users," (Terms and Conditions that Reference End Users), attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 45
COMPANY Embarq
WITNESS James M. Maples (JMM-10)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # JMM-10

WHEREAS, the Parties ~~wish~~seek to interconnect their local exchange networks for the purposes of transmission and termination of calls, so that ~~customers~~End-Users of each can receive calls that originate on the other's network and place calls that terminate on the other's network, and for ~~CLEC~~INTRADO COMM's use in the provision of telephone exchange service and exchange access ("Local Interconnection"); and

1.9 "**Automatic Location Identification/Data Management System** ("**ALI/DMS**") means the emergency service ("E911/911") ~~database containing subscriber~~integrated database management and storage system which creates and stores the E-911 call routing and E-911 ALI data containing End-User location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point ("PSAP") to route the call.

1.15 "**Business Line**" is an Embarq-owned switched access line used to serve a business ~~customer~~End-User, whether by Embarq or by a competitive LEC that leases the line from Embarq. The number of Business Lines in a Wire Center shall equal the sum of all Embarq business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, Business Line tallies (1) shall include only those access lines connecting ~~end-user customers~~End-User with Embarq end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to twenty-four (24) 64 kbps-equivalents, and therefore to twenty-four (24) "Business Lines."

1.19.1 "**End Office Switches**" ("**EOs**") are switches from which ~~end-user~~End-User Telephone Exchange Services are directly connected and offered.

1.33 "**Custom Calling Features**" means a set of Telecommunications Service features available to residential and single-line business ~~customers~~End-Users including call-waiting, call-forwarding and three-party calling.

1.37 "**Dedicated Transport**" includes Embarq transmission facilities between Wire Centers or Switches owned by Embarq, or between Wire Centers or Switches owned by Embarq and Switches owned by ~~CLEC~~INTRADO COMM, including, but not limited to, DS1-, DS3-, and OCn-capacity level services, as well as dark fiber, dedicated to a particular ~~customer~~End-User or carrier.

1.39 "**Digital Subscriber Line Access Multiplexer**" ("**DSLAM**") is equipment that links end-user xDSL connections to a single high-speed packet switch, typically ATM or IP.

1.40 "**Directory Assistance Database**" refers to any ~~subscriber~~End-User record used by Embarq in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.

1.54 "End-User" means the individual that subscribes to (subscriber of record) and/or uses the Telecommunications Services provided by Embarq or INTRADO COMM.

1.58 ~~1.56.~~ "**Fiber-to-the-curb Loop**" ("**FTTC Loop**") means a Local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the ~~customer~~End-User's premises or, in the case of predominantly residential multiple dwelling units ("MDUs"), not more than 500 feet from the MDU's minimum point of entry ("MPOE"). The fiber optic cable in a fiber-to-the curb loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective ~~customer~~End-User's premises.

1.59 ~~1.57.~~ "**Fiber-to-the-home Loop**" ("**FTTH Loop**") means a Local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an ~~end-user's customer~~End-User's premises or, in the case of predominantly residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises' MPOE.

1.60 ~~1.58.~~ "**Grandfathered Service**" means service which is no longer available for new ~~customers~~End-Users and is limited to the current ~~customer~~End-User at their current locations with certain provisioning limitations, including but not limited to upgrade denials, feature adds/changes and responsible/billing party.

1.61 ~~1.59.~~ "**High Frequency Portion of the ~~local~~Local Loop**" ("**HFPL**") is defined as the frequency range above the voice band on a Copper Loop facility that is being used to carry analog circuit-switched voice band transmissions provided by Embarq to the ~~end-user customer~~End-User.

1.72 ~~1.69.~~ "**Local Loop**" refers to a transmission facility between the main distribution frame [cross-connect], or its equivalent, in an Embarq Central Office or ~~wire center~~Wire Center, and up to the demarcation point (*e.g.*, Network Interface Device) at ~~a customer~~an End-User's premises, to which ~~CLEC~~INTRADO COMM is granted exclusive use. This includes all electronics, optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the ~~customer~~End-User premises. Local ~~loops~~Loops include Copper Loops, Hybrid Loops, DS1 ~~loops~~Loops, DS3 ~~loops~~Loops, FTTC Loops and FTTH Loops.

1.78 ~~1.74.~~ "**Multiple Exchange Carrier Access Billing**" ("**MECAB**") refers to the document prepared by the Billing Committee of the ATIS Ordering and Billing Forum ("OBF"). The MECAB document contains the recommended guidelines for the billing of an access service provided to ~~a customer~~an End-User by two or more providers or by one provider in two or more states within a single LATA.

1.87.2 ~~1.82.2.~~ operator or automated assistance for billing after the ~~subscriber~~End-User has dialed the called number (*e.g.*, credit card calls); and

1.102 ~~1.94.~~ "**Rate Center**" means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to Embarq or ~~CLEC~~INTRADO COMM for its provision of basic exchange Telecommunications Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive ~~end user~~End-User traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which Embarq or ~~CLEC~~INTRADO COMM will provide ~~Basic Exchange Telecommunications Services~~basic exchange telecommunications services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.

1.108 "Service Order Information" or "SOI" means the wireline End-User information acquired and retained by a service provider or pANI (Shell) records, and necessary for presentation to an ALI database in accordance with NENA Standard Formats & Protocols for ALI Data Exchange and/or Standards for Private Switch (PS) E-9-1-1 Database.

1.126 ~~1.115.~~ **Virtual NXX Traffic ("VNXX Traffic")** – As used in this Agreement, Virtual NXX traffic or VNXX Traffic is defined as calls in which a Party's ~~customer~~End-User is assigned a telephone number with an NXX Code (as set forth in the LERG) assigned to a Rate Center that is different from the Rate Center associated with the ~~customer~~End-User's actual physical premise location.

1.128 ~~1.116.~~ "**Wholesale Service**" means Telecommunication Services that Embarq provides at retail to ~~subscribers~~End-Users who are not Telecommunications Carriers as set forth in 47 USC § 251(c)(4), which Embarq provides to resellers at a wholesale rate.

1.129 ~~1.117.~~ "**Wire ~~center~~Center**" is the location of an incumbent LEC local switching facility containing one or more central offices, as defined in part 36 of the Code of Federal Regulations. The Wire Center boundaries define the area in which all ~~customers~~End-Users served by a given Wire Center are located.

3.0 NETWORK CHANGES

3.1 Embarq shall provide notice of network changes and upgrades in accordance with §§ 51.325 through 51.335 of Title 47 of the Code of Federal Regulations. Embarq may discontinue any interconnection arrangement, Telecommunications Service, or Network Element provided or required hereunder due to network changes or upgrades after providing ~~CLEC~~INTRADO COMM notice as required by this Section. Embarq agrees to cooperate with ~~CLEC~~INTRADO COMM and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to ~~customers~~End-Users, which may result from such discontinuance of service.

6.2 In the event that this Agreement expires under Section 5.1, ~~CLEC~~INTRADO COMM has submitted a notice to commence negotiations under Section 6.1, and the Parties have not executed a successor agreement at the time of expiration, provided the Parties are actually in arbitration or mediation before the Commission or FCC under § 252 of the Act or the Parties have a written agreement to continue negotiations under § 252, it is the intent of the Parties to provide in this Section for post-expiration interim service arrangements between the Parties so that service to their respective ~~end users~~End-Users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of the events under Sections 5.2, 5.4, and 5.5, services that had been available under this Agreement, were ordered prior to the End Date and are actually in service as of the End Date may continue uninterrupted after the End Date ~~at the written request of either Party~~ only until the earlier to occur of (i) the Parties execute a successor agreement, or (ii) the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC, approving an agreement resulting from the resolution of the issues set forth in such arbitration or mediation request~~, or (iii) the first anniversary of the End Date~~.

7.11 ~~7.10.~~ Revenue Protection. Embarq shall make available to ~~CLEC~~INTRADO COMM, at Parity with what Embarq provides to itself, its Affiliates and other local telecommunications ~~CLECs~~INTRADO COMMs, all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. These features include, but are not limited to screening codes, information digits assigned such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers, and the capability to require end-user entry of an authorization code for dial tone. Embarq shall, when technically capable and consistent with the implementation schedule for Operations Support Systems (OSS), additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent OSS.

11.2 ~~CLEC~~INTRADO COMM shall indemnify and hold harmless Embarq from all claims by ~~CLEC's subscribers~~INTRADO COMM's End-Users.

11.3 Embarq shall indemnify and hold harmless ~~CLEC~~INTRADO COMM from all claims by Embarq's ~~subscribers~~End-Users.

11.8 In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its ~~subscribers~~End-Users that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any ~~subscriber~~End-User or third party for

11.8.1 any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable ~~subscriber~~End-User for the service(s) or function(s) that gave rise to such loss, and

13. BRANDING

13.1 ~~CLEC~~INTRADO COMM shall provide the exclusive interface to ~~CLEC subscribers~~INTRADO COMM End-Users, except as ~~CLEC~~INTRADO COMM shall otherwise specify for the reporting of trouble or other matters identified by ~~CLEC~~INTRADO COMM for which Embarq may directly communicate with ~~CLEC subscribers~~INTRADO COMM End-Users. In those instances where ~~CLEC~~INTRADO COMM requests that Embarq personnel interface with ~~CLEC subscribers~~INTRADO COMM End-Users, such Embarq personnel shall inform the ~~CLEC subscribers~~INTRADO COMM End-Users that they are representing ~~CLEC~~INTRADO COMM, or such brand as ~~CLEC~~INTRADO COMM may specify.

13.2 Other business materials furnished by Embarq to ~~CLEC subscribers~~INTRADO COMM End-Users shall bear no corporate name, logo, trademark or tradename.

13.3 Except as specifically permitted by a Party, in no event shall either Party provide information to the other Party's ~~subscribers~~End-Users about the other Party or the other Party's products or services.

15.8 Except as otherwise expressly provided in this Section 15, nothing herein shall be construed as limiting the rights of either Party with respect to its ~~customer~~End-User information under any applicable law, including without limitation § 222 of the Act.

27.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its ~~customer~~End-User, shall be borne and paid by the providing Party.

27.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its ~~customer~~End-User, shall be borne by the purchasing Party.

35. USE OF FACILITIES

35.1 In situations where a competitive LEC has the use of the facilities (*i.e.*, Local Loop) to a specific ~~customer~~End-User premise, either through resale of local service or the lease of the Local Loop as an Unbundled Network Element, and Embarq receives a good faith request for service from a ~~customer~~End-User at the same premise or from another carrier with the appropriate ~~customer~~End-User authorization, the procedures below will apply.

35.1.2 Where ~~CLEC~~INTRADO COMM is using a single facility to provide service to multiple ~~end user customers~~End-User, Embarq will not disconnect that facility as a result of the following procedures.

35.1.4 ~~Customer~~End-User with Existing Service Changing Local Service Provider:
In situations where a competitive LEC submits an order for an ~~end user customer~~End-User that is changing local service providers for existing service, and is not adding service (*i.e.*, an additional

line), Embarq will process the service request without delay, and provide the losing competitive LEC a ~~customer~~End-User loss notification consistent with industry standards.
~~Customer~~End-User with Existing Service Adding New Service

35.1.5 In situations where an order is submitted for an ~~end user customer~~End-User adding service to existing service (*i.e.*, an additional line), the order should be marked as an additional line and existing facilities will not be affected.

35.1.6 ~~Customer~~End-User Requesting New Service where Previous ~~Customer~~End-User has Abandoned Service

(a) The following applies in the case where an ~~end user customer~~End-User vacates premises without notifying the local service provider and a new ~~end user customer~~End-User moves into the vacated premises and orders new service from a local service provider and neither Embarq nor the previous local service provider are aware that the original ~~end user customer~~End-User has abandoned the service in place.

38. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

38.1 At the request of ~~CLEC~~INTRADO COMM, and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, Embarq shall make available to ~~CLEC~~INTRADO COMM for resale Telecommunications Services that Embarq currently provides or may provide hereafter at retail to ~~subscribers~~End-Users who are not Telecommunications Carriers. Such resale may be as allowed by the FCC and Commission. The Telecommunications Services provided by Embarq to ~~CLEC~~INTRADO COMM pursuant to this Part D are collectively referred to as "Local Resale." To the extent that this Part describes services which Embarq shall make available to ~~CLEC~~INTRADO COMM for resale pursuant to this Agreement, this list of services is neither all inclusive nor exclusive.

39. GENERAL TERMS AND CONDITIONS

39.1 The prices charged to ~~CLEC~~INTRADO COMM for Local Resale are the Embarq Tariff retail prices, discounted as set forth in Part C of this Agreement.

39.1.1 Voluntary Federal and State ~~Subscriber~~End-User Financial Assistance Programs. Subsidized local Telecommunications Services are provided to low-income ~~subscribers~~End-Users pursuant to requirements established by the appropriate state regulatory body, and include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. Voluntary Federal and State Subscriber Financial Assistance Programs are not Telecommunications Services that are available for resale under this Agreement.

39.1.2 Embarq shall offer for resale to ~~CLEC~~INTRADO COMM all Grandfathered Services solely for the existing grandfathered base on a ~~customer~~End-User specific basis. Embarq shall make reasonable efforts to provide ~~CLEC~~INTRADO COMM with advance copy of any request for the termination of service and/or grandfathering to be filed by Embarq with the Commission.

39.1.3 Embarq shall offer for resale all of its Telecommunications Services available at retail to ~~subscribers~~End-Users who are not Telecommunications Carriers, including but not limited to Contract Service Arrangements (or ICB), Special Arrangements (or ICB), and Promotions in excess of ninety (90) Days, all in accordance with FCC and Commission Rules and Regulations. For Contract Service Arrangements, Special Arrangements, or ICBs, the ~~end-user customer~~End-User's agreement with Embarq will terminate and any applicable termination liabilities will be charged to the ~~end-user customer~~End-User . The terms of the Contract Service Arrangement, Special Arrangement or ICB will apply commencing on the date ~~CLEC~~INTRADO COMM commences to provide service to the ~~end-user customer~~ End-User and ending on the end date of the Contract Service Arrangement, Special Arrangement or ICB. Embarq will apply the rate in the Contract Service Arrangement, Special Arrangement or ICB in accordance with Section 39.1.

39.1.5 For Telecommunications Services that are offered by Embarq to its ~~end-users~~End-Users and that are available for resale, the rules and regulations associated with Embarq's retail Tariff(s) shall apply when the services are resold by ~~CLEC~~INTRADO COMM. Use limitations shall be in Parity with services offered by Embarq to its ~~end-users~~End-Users.

39.1.6 Except as set forth above and as may be allowed by the FCC or Commission, Embarq shall not place conditions or restrictions on ~~CLEC~~INTRADO COMM's resale of wholesale regulated Telecommunications Services, except for restrictions on the resale of residential service to other classifications (*e.g.,* residential service to business ~~customers~~End-Users) and for promotions of ninety (90) Days or less in length. In addition, ~~CLEC~~INTRADO COMM shall be prohibited from marketing its products using the Embarq product name (*e.g.,* ~~CLEC~~INTRADO COMM may purchase the features package called "Embarq Essential" but shall be prohibited from reselling this product using the Embarq brand name or the Embarq product name). Every regulated retail service rate, including promotions over ninety (90) Days in length, discounts, and option plans will have a corresponding wholesale rate. Embarq will make wholesale Telecommunications Service offerings available for all new regulated services at the same time the retail service becomes available.

39.1.7 Voice Mail Service is not a Telecommunications Service available for resale under this Agreement. However, where available, Embarq shall make available for Local Resale the SMDI-E (Station Message Desk Interface-Enhanced), or SMDI (Station Message Desk Interface) where SMDI-E is not available, feature capability allowing for Voice Mail Services. Embarq shall make available the MWI (Message Waiting Indicator) interrupted dial tone and message waiting light feature capabilities where technically available. Embarq shall make available CF-B/DA (Call Forward on Busy/Don't Answer), CF/B (Call Forward on Busy), and CF/DA (Call Forward Don't Answer) feature capabilities allowing for Voice Mail services. Where available, ~~CLEC~~INTRADO COMM may purchase Voice Mail Service and related services for its ~~end-users~~End-Users at Embarq's retail rates.

39.1.9 LIDB Administration

(a) Embarq shall maintain ~~customer~~End-User information for ~~CLEC customers~~INTRADO COMM End-Users who subscribe to resold Embarq local service

dial tone lines, in Embarq's LIDB in the same manner that it maintains information in LIDB for its own similarly situated ~~end-user subscribers~~End-User. Embarq shall update and maintain the ~~CLEC~~INTRADO COMM information in LIDB on the same schedule that it uses for its own similarly situated ~~end-user subscribers~~End-User .

(b) Until such time as Embarq's LIDB has the software capability to recognize a resold number as ~~CLEC~~INTRADO COMM's, Embarq shall store the resold number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the resold number.

39.1.10 Embarq will continue to provide Primary Interexchange Carrier ("PIC") processing for end-users obtaining resold service from ~~CLEC~~INTRADO COMM. Embarq will bill and ~~CLEC~~INTRADO COMM will pay any PIC change charges. Embarq will only accept said requests for PIC changes from ~~CLEC~~INTRADO COMM and not from ~~CLEC's end users~~INTRADO COMM's End-Users.

41. USE OF UNBUNDLED NETWORK ELEMENTS

41.1 Embarq shall offer UNEs to ~~CLEC~~INTRADO COMM for the purpose of offering Telecommunications Service to ~~CLEC subscribers~~INTRADO COMM End-Users. Embarq shall offer UNEs to ~~CLEC~~INTRADO COMM on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement.

41.3 Each UNE provided by Embarq to ~~CLEC~~INTRADO COMM shall be at Parity with the quality of design, performance, features, functions, capabilities and other characteristics, that Embarq provides to itself, Embarq's own ~~subscribers~~End-Users, to an Embarq Affiliate or to any other Telecommunications Carrier requesting access to that UNE.

41.4.3 ~~CLEC~~INTRADO COMM may not order or use a UNE for the exclusive provision of Interexchange Services (*i.e.*, interLATA or intraLATA long distance). Facilities connecting Embarq's network and interexchange carriers' networks used by the interexchange carrier to exclusively provide such services to ~~end users~~End-Users do not qualify as UNEs and will not be available to ~~CLEC~~INTRADO COMM as UNE

42. BONA FIDE REQUEST PROCESS

42.1 Embarq shall promptly consider and analyze ~~CLEC~~INTRADO COMM requests for unbundled Network Elements included in this Agreement that are not currently developed by Embarq, network information that is reasonably required to determine what unbundled Network Elements it needs to serve a particular ~~customer~~End-User or development of and changes to Embarq work processes related to ordering, provisioning or installation of unbundled Network Elements with the submission of a Bona Fide Request ("BFR") hereunder.

44. NETWORK INTERFACE DEVICE

44.1 Embarq will offer unbundled access to the network interface device element (NID). The NID is defined as any means of interconnection of ~~end-user customer~~End-User premises wiring to an incumbent LEC's distribution plant, such as a cross connect device used for that purpose. This includes all features, functions, and capabilities of the facilities used to connect the loop to ~~end-user customer~~End-User premises wiring, regardless of the specific mechanical design.

44.2 The function of the NID is to establish the network demarcation point between a LEC (ILEC/~~CLEC~~INTRADO COMM) and its ~~subscriber~~End-User. The NID provides a protective ground connection, protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable.
44.4 Embarq will provide ~~CLEC~~INTRADO COMM with information that will enable their technician to locate ~~end user~~End-User inside wiring at NIDs terminating multiple ~~subscribers~~End-Users. Embarq will dispatch a technician and tag the wiring at the ~~CLEC~~INTRADO COMM's request. In such cases the charges specified in Table One will apply.

45.2.4 Embarq will charge ~~CLEC~~INTRADO COMM at the rates set out on Table One, when the location of the trouble on a ~~CLEC~~INTRADO COMM-reported ticket is determined to be in ~~CLEC~~INTRADO COMM's network or on the ~~CLEC end user~~INTRADO COMM End-User's side of the Demarcation Point.

45.3.1 Analog loops facilitate the transmission of voice grade signals in the 300-3000 Hz range and terminate in a 2-wire or 4-wire electrical interface at the ~~CLEC~~INTRADO COMM's ~~end user~~End-User's premises. ~~CLEC~~INTRADO COMM shall not install equipment on analog Loops that exceeds the specified bandwidth.

45.4.3 Reverse ADSL Loops. If a ~~CLEC~~INTRADO COMM's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Embarq's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the ~~subscriber~~End-User, the copper plant from the outside location to the Embarq host or remote central office must be a facility dedicated to ADSL transmission only and not part of Embarq's regular feeder or distribution plant.

45.8.4 If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering ~~party~~Party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected ~~parties~~Parties are unable to resolve the problem, they will present factual evidence to the Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying ~~party~~Party will remedy the problem by reducing the number of existing ~~customers~~End-Users utilizing the technology or by migrating them to another technology that does not disturb.

45.10.1 When ~~CLEC~~INTRADO COMM requests access to a Hybrid Loop for the provision of narrowband services, Embarq will

(a) Provide non-discriminatory unbundled access to the entire Hybrid Loop capable of providing voice-grade service (*i.e.*, equivalent to DS0 capacity) using time division multiplexing, or
(b) Provide non-discriminatory unbundled access to a spare Copper Loop serving that end-user.

45.12 FTTH and FTTC Fiber Loops

45.12.1 New builds. Embarq will not provide non-discriminatory access to FTTH Loop or a FTTC Loop on an unbundled basis when Embarq has deployed a FTTH or FTTC Loop to an ~~end-user customer~~End-User premise that previously has not been served by any loop facility.

45.12.2 Overbuilds. Embarq will not provide non-discriminatory access to FTTH Loop or FTTC Loop on an unbundled basis when Embarq has deployed a FTTH Loop or FTTC Loop parallel to, or in replacement of, an existing loop facility, except that:

(a) Embarq will maintain the existing Copper Loop connected to a particular ~~customer~~End-User premises after deploying FTTH Loop or FTTC Loop and provide non-discriminatory access to the Copper Loop on an unbundled basis unless Embarq has retired the Copper Loop as set forth below.

46.3 Copper Subloops. Embarq will make available access to copper subloops on an unbundled basis. A copper subloop is a portion of a Copper Loop, or Hybrid Loop, and is comprised entirely of copper wire or copper cable that acts as a transmission facility between any accessible terminal in Embarq's outside plant, including inside wire owned or controlled by Embarq, and the ~~end-user customer~~End-User premises. A copper subloop can also include intermediate devices, such as repeaters, used to establish the transmission path. Copper subloops can be used by ~~CLEC~~INTRADO COMM to provide voice-grade services as well as digital subscriber line services. Access to copper subloops is subject to the collocation provisions of this Agreement. Copper subloop consists of the distribution portion of the Copper Loop. Embarq is not obligated to offer feeder loop plant as a stand-alone UNE.

46.4 Multiunit premises wiring. Embarq will make available to ~~CLEC~~INTRADO COMM access to subloops for access to multiunit premises wiring on an unbundled basis. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in the incumbent LEC's outside plant at or near a multiunit premises, including inside wire. Inside wire is wire owned or controlled by Embarq at a multiunit ~~customer~~End-User premises between the minimum point of entry and the point of demarcation.

46.7 Reverse ADSL Loops. If a ~~CLEC~~INTRADO COMM's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Embarq's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the ~~subscriber~~End-User, the copper plant from the outside location to the Embarq host or

remote central office must be a facility dedicated to ADSL transmission only and not part of Embarq's regular feeder or distribution plant.

50.2 Dedicated DS1 transport shall be made available to ~~CLEC~~INTRADO COMM on an unbundled basis as set forth below. Dedicated DS1 transport consists of Embarq interoffice transmission facilities that have a total digital signal speed of 1.544 megabytes per second and are dedicated to a particular ~~customer~~End-User or carrier.

50.3 Dedicated DS3 transport shall be made available to ~~CLEC~~INTRADO COMM on an unbundled basis as set forth below. Dedicated DS3 transport consists of Embarq interoffice transmission facilities that have a total digital signal speed of 44.736 megabytes per second and are dedicated to a particular ~~customer~~End-User or carrier.

53.2.1 Embarq will allow ~~CLEC~~INTRADO COMM to order each UNE individually in order to permit ~~CLEC~~INTRADO COMM to combine UNEs with other UNEs obtained from Embarq as provided for in this Agreement, or with network components provided by itself or by third parties to provide Telecommunications Services to its ~~end users~~End-Users, if the requested combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Embarq's network or in combination with any other Network Elements that are currently combined in Embarq's Network. Upon request, Embarq will perform the functions necessary to combine UNEs, even if those elements are not ordinarily combined in Embarq's network, if the requested combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled Network Elements or to interconnect with Embarq's network. ~~CLEC~~INTRADO COMM will compensate Embarq the costs of work performed to combine the requested UNEs. Any request by ~~CLEC~~INTRADO COMM for Embarq to provide combined UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Section 42 and made available to ~~CLEC~~INTRADO COMM upon implementation by Embarq of the necessary operational modifications.

53.5.1 EEL is the combination of the NID, Loop, and Dedicated Transport network elements.

(a) Embarq will offer the combination of unbundled loops with wholesale services and unbundled Dedicated Transport, where Embarq is required to provide unbundled Dedicated Transport and Local Loops, to provide EELs at the applicable recurring and non-recurring charges as specified in Table One for Loops, Dedicated Transport, and where applicable, Multiplexing. Recurring and nonrecurring charges, including but not limited to cross connect charges and Service Order Charges will apply. Embarq will cross-connect unbundled 2- or 4-wire analog or 2-wire digital Loops to unbundled voice grade DS1 or DS3 Dedicated Transport facilities for ~~CLEC~~INTRADO COMM's provision of circuit switched telephone exchange service to ~~CLEC's end users~~INTRADO COMM's End-Users.

53.5.3 EEL Eligibility Criteria

(a) ~~CLEC~~INTRADO COMM must have state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, ~~CLEC~~INTRADO COMM must have complied with registration, tariffing, filing fee, or other regulatory requirement s applicable to the provision of local voice service in the area served;
(b) The following criteria must be satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:
(i) Each circuit to be provided to each ~~CLEC customer~~INTRADO COMM End-User must be assigned one local number prior to the provision of service over the circuit;
(ii) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment, so that each DS3 has up to twenty-eight (28) local voice numbers assigned to it;
(iii) Each circuit to be provided to each ~~customer~~End-User must provide 911 or E911 capability prior to the provision of service over the circuit;
(iv) Each circuit to be provided to each ~~customer~~End-User must terminate into a collocation that meets one of the following requirements:
(A) a collocation established pursuant to §251(c)(6) of the Act and located at Embarq's premises within the same LATA as the ~~CLEC~~INTRADO COMM's ~~customer~~End-User's premises, when Embarq is not the collocator; or
(B) a collocation located at a third party's premises within the same LATA as the ~~CLEC~~INTRADO COMM's ~~customer~~End-User's premises, when Embarq is the collocator.
(v) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, ~~CLEC~~INTRADO COMM must maintain at least one active DS1 local service interconnection trunk and ~~CLEC~~INTRADO COMM is required to transmit the calling party's number in connection with calls exchanged over each trunk. Where ~~CLEC~~INTRADO COMM does not establish an interconnection arrangement with Embarq for the meaningful exchange of Local Traffic that flows in both directions, such interconnection arrangement shall not satisfy this criteria, and
(vi) Each circuit to be provided to each ~~customer~~End-User will be served by a switch capable of switching local voice traffic.

54.1.1 (a)In the case of unbundled loop facilities, a routine network modification is an activity that Embarq regularly undertakes for its own ~~customers~~End-Users. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer and attaching electronic and other equipment that Embarq ordinarily attaches to a DS1 Loop to activate such loop for its own ~~customer~~End-User. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of new loop facilities or the installation of new aerial or buried cable for ~~CLEC~~INTRADO COMM.

54.2.1 (a) In the case of unbundled Dedicated Transport facilities, a routine network modification is an activity that Embarq regularly undertakes for its own ~~customers~~End-Users. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications also

include activities needed to enable ~~CLEC~~INTRADO COMM to light a Dark Fiber transport facility. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for ~~CLEC~~INTRADO COMM.

54.4 Embarq is not obligated to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability. This includes packet-based networks that incorporate a packet to TDM format translation to connect to ~~end user customer~~End-User provided equipment.

55.4.1 In geographic areas in which INTRADO COMM has been designated as the E911 Selective Routing provider, Embarq will provide end office direct trunking to INTRADO COMM's Intelligent Emergency Network™ for the purpose of delivery of 911 Service and E911 Service traffic from Embarq's End-Users' emergency calls to PSAPs (End-Users) served by INTRADO COMM's Selective Routing system.

55.4.3 Embarq will provide E9-1-1 facility transport to the INTRADO COMM mutually agreed POI exclusively used for termination of End-User 911 Service and E911 Service traffic to the INTRADO COMM Intelligent Emergency Network™. The transport facility must be capable of termination at a DS1 level and shall be physically provisioned in a diverse manner such that there will be no single point of facility or hardware failure between the originating office serving Embarq's End-Users and each geographically diverse INTRADO COMM Intelligent Emergency Network™ mutually agreed POI.

55.4.4Embarq will order from INTRADO COMM a sufficient quantity of DS1 and DS0 terminations to INTRADO COMM's E911 network via the INTRADO COMM Access Service Request (ASR) process, in quantities such that a P.01 grade of service is maintained for the end office trunk group established for use by Embarq's End-Users.

55.4.7 Embarq shall not deliver its End-User's calls originating outside of INTRADO COMM's E9-1-1 serving area to the INTRADO COMM Intelligent Emergency Network™ except as noted below.

55.4.7.1 Split Wire Center Call Delivery Exception – Where Embarq is technically incapable of segregating its End-User 911 Service or E911 Service call traffic associated with a Wire Center and where the Wire Center serves End-Users both within and outside of the INTRADO COMM Intelligent Emergency Network™ serving area, Embarq shall work cooperatively with INTRADO COMM and the affected E911 Authorities (i) to establish call routing and/or call handoff arrangements, (ii) to establish which E9-1-1 Service provider will serve as the "Primary" Selective Routing provider for direct trunking from the split Wire Center, and (iii) to establish which E91-1 service provider will serve as the "Secondary" Selective Routing provider receiving a call hand-off from the Primary Selective Routing provider.

55.4.7.2 Split Wire Center Call Delivery Cost - Embarq shall be responsible for any and all costs incurred by INTRADO COMM resulting from Embarq's inability to segregate its End-User 911 Service or E911 Service call traffic and resulting in call hand-offs from INTRADO COMM's Intelligent Emergency Network™ to another E9-1-1 service provider's network.
55.4.7.3 Split Wire Center "Partially Deployed" 911 Exception – Where Embarq is technically incapable of segregating its End-User 911 Service or E911 Service call traffic associated with a specific Wire Center and where the Wire Center serves End-Users that are within the INTRADO COMM Intelligent Emergency Network™ serving area and End-Users that have not as yet deployed 911 Services or E911 Services, 911 Service or E911 Service call traffic for the entire end office shall be delivered to INTRADO COMM for call delivery to the appropriate PSAP.

56.4 VNXX calls not Local for purposes of intercarrier compensation and ~~CLEC~~INTRADO COMM will pay Embarq's originating access rates. Both Parties represent and warrant that they are not exchanging Virtual NXX traffic as of the effective date of this Agreement; however, Embarq may perform traffic studies at any time. ~~CLEC~~INTRADO COMM agrees that it will provide data necessary to determine geographic location of ~~CLEC's customers~~INTRADO COMM's End-Users when requested to assist with VNXX traffic study. Should the traffic study indicate that there is VNXX traffic; the Parties agree to implement a percentage of traffic that shall be deemed to occur via a VNXX arrangement that will apply on a retrospective basis to the effective date of the Agreement. Should the traffic studies thereafter indicate that the percentage should be changed by Embarq, the Parties agree to implement the correct percentage on a prospective basis without amending the agreement..

57.4 Where ~~CLEC~~INTRADO COMM is unwilling to utilize an alternate interconnection protocol, ~~CLEC~~INTRADO COMM will provide Embarq an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within thirty (30) Days of the Effective Date consistent with the forecasting agreements between the ~~parties~~Parties. Upon receipt of this forecast, the ~~parties~~Parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated ESF facilities, for the sole purpose of transmitting 64K CCC data calls between ~~CLEC~~INTRADO COMM and Embarq. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, ~~CLEC~~INTRADO COMM, or Embarq internal ~~customer~~End-User demand for 64K CCC trunks.

60.1.4 Interconnection to ~~CLEC~~INTRADO COMM will provide ~~Sprint~~Embarq with access to ~~CLEC~~INTRADO COMM's end-users and to other companies which are likewise connected to ~~CLEC~~INTRADO COMM for local and toll service purposes.

63.3.2 When an ~~end user~~End-User ports to another service provider and has previously secured a reservation of line numbers from the donor provider under contract or tariff for possible activation at some future point, these reserved but inactive numbers shall port along with the active numbers being ported by the ~~end user~~End-User.

66.1 When a ~~subscriber~~End-User ports to another service provider, the donor provider shall unlock the information in the 911/ALI database. The porting provider is responsible for updating the 911 tandem switch routing tables and 911/ALI database to correctly route, and provide accurate information to the PSAP call centers.

66.2 Prior to implementation of LNP, the Parties agree to develop, implement, and maintain efficient methods to maintain 911 database integrity when a ~~subscriber~~End-User ports to another service provider. The Parties agree that the ~~customer~~End-User shall not be dropped from the 911 database during the transition.

67.1 When an IXC terminates an InterLATA or IntraLATA toll call to either ~~party~~Party's local exchange ~~customer~~End-User whose telephone number has been ported from one ~~party~~Party to the other, the ~~parties~~Parties agree that the ~~party~~Party to whom the number has been ported shall be entitled to revenue from the IXC for those access elements it actually provides including, but not limited to end office switching, local transport, RIC, and CCL. The ~~party~~Party from whom the number has been ported shall be entitled to receive revenue from the IXC for those access elements it actually provides including, but not limited to any entrance facility fees, access tandem fees and appropriate local transport charges.

67.2 Non-Payment. ~~Customers~~End-Users lose the right to the ported telephone number upon suspension of service. Embarq will not port telephone numbers of ~~customers~~End-Users whose service has been suspended.

68.1.2 For HFPLs in service prior to 10/02/03, Embarq will continue to bill HFPL at the rate that was effective for that arrangement on 10/02/03 as long as that HFPL remains in service to the particular ~~CLEC~~INTRADO COMM end-user premises.

68.1.3 For HFPL ordered 10/02/03 to 10/01/04 and remaining in service to the particular ~~CLEC~~INTRADO COMM end-user premises during the period 10/01/04 and 10/01/05, the rate billed for HFPL will be fifty percent (50%) of the xDSL capable UNE Loop rate found in Table One.

68.1.4 For HFPL ordered 10/02/03 to 10/01/04 and remaining in service to the particular ~~CLEC~~INTRADO COMM end-user premises during the period 10/02/05 and 10/01/06, the rate billed for HFPL will be seventy-five (75%) of the xDSL capable UNE Loop rate found in Table One.

68.2 Embarq Line Sharing provided HFPL to ~~CLEC~~INTRADO COMM only those instances when Embarq is the provider of analog circuit-switched voice band service on that same Copper Loop to the same End -User.

68.3 In the event that the ~~end user~~End-User being served by ~~CLEC~~INTRADO COMM via HFPL terminates its Embarq-provided retail voice service, or when Embarq provided retail voice service is disconnected due to "denial for non-pay," Embarq shall provide reasonable notice to ~~CLEC~~INTRADO COMM prior to disconnect. ~~CLEC~~INTRADO COMM shall have the option

of purchasing an entire stand-alone UNE digital loop if it wishes to continue to provide advanced services to that ~~end user~~End-User. If ~~CLEC~~INTRADO COMM notifies Embarq that it chooses this option, ~~CLEC~~INTRADO COMM and Embarq shall cooperate to transition DSL service from the HFPL to the stand-alone loop without any interruption of service pursuant to the provisions set forth below. If ~~CLEC~~INTRADO COMM declines to purchase the entire stand alone UNE digital loop, Embarq may terminate the HFPL.

69.1.1 The CNAM database is a transaction-oriented database accessible via the CCS network. CNAM provides the calling ~~parties'~~party's name to be delivered and displayed to the terminating caller with 'Caller ID with Name'. Use of Embarq's CNAM Database by ~~CLEC and CLEC's customers~~INTRADO COMM and INTRADO COMM's End-Users is limited to obtaining CNAM responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress. ~~CLEC~~INTRADO COMM will not capture, cache, or store any information contained in a CNAM response.

69.1.2 The Toll Free Number Database provides functionality necessary for toll free (*e.g.*, 800 and 888) number services by providing routing information and additional vertical features (*i.e.*, time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from ~~CLEC~~INTRADO COMM's switch. Use of Embarq's Toll Free Database by ~~CLEC~~INTRADO COMM and its ~~customers~~End-Users is limited to obtaining information, on a call-by-call basis, for proper routing of calls in the provision of toll free exchange access service or local toll free service.

70.2 To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, and where indirectly interconnected parties have an interconnection to the same Embarq tandem, Embarq will provide Transit Services for ~~CLEC~~INTRADO COMM's connection of its ~~end user~~End-User to a local ~~end user~~End-User of: (1) ~~CLECs~~*INTRADO COMMs*, (2) an ILEC other than Embarq, and (3) other CMRS carriers.

71.1.1 Each Party at all times shall be the primary contact and account control for all interactions with its ~~end users~~End-Users, except as specified by that Party. ~~Subscribers~~End-Users include active ~~end users~~End-Users as well as those for whom service orders are pending.

71.1.2 Each Party shall ensure that any of its personnel who may receive ~~end user~~End-User inquiries, or otherwise have opportunity for ~~end user~~End-User contact from the other Party's ~~end user~~End-User regarding the other Party's services: (i) provide appropriate referrals to ~~subscribers~~End-Users who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about its products or services during that same inquiry or ~~end user~~End-User contact.

71.1.3 Embarq shall not use ~~CLEC~~INTRADO COMM's request for ~~end user~~End-User information, order submission, or any other aspect of ~~CLEC~~INTRADO COMM's processes or services to aid Embarq's marketing or sales efforts.

71.2.1 Embarq and ~~CLEC~~INTRADO COMM shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the Service Ordering, Provisioning, Maintenance, and Subscriber Usage Data transfer processes to facilitate rapid and timely resolution of disputes. In addition, Embarq and ~~CLEC~~INTRADO COMM will establish intercompany contacts lists for purposes of handling ~~end user~~End-User and other matters which require attention/resolution outside of normal business procedures within thirty (30) Days after ~~CLEC~~INTRADO COMM's request. Each ~~party~~Party shall notify the other ~~party~~Party of any changes to its escalation contact list as soon as practicable before such changes are effective.

71.3 Subscriber of Record. Embarq shall recognize ~~CLEC~~INTRADO COMM as the ~~Subscriber~~subscriber of ~~Record~~record for all Network Elements or services for resale ordered by ~~CLEC~~INTRADO COMM and shall send all notices, invoices, and information which pertain to such ordered services directly to ~~CLEC. CLEC~~INTRADO COMM. INTRADO COMM will provide Embarq with addresses to which Embarq shall send all such notices, invoices, and information.

71.4.2 Essential Services. For purposes of service restoral, Embarq shall designate a ~~CLEC~~INTRADO COMM access line as an Essential Service Line (ESL) at Parity with Embarq's treatment of its own ~~end users~~End-Users and applicable state law or regulation, if any.

71.4.4 Training Support. Embarq shall provide training, on a non-discriminatory basis, for all Embarq employees who may communicate, either by telephone or face-to-face, with ~~CLEC end users~~INTRADO COMM End-Users. Such training shall include compliance with the branding requirements of this Agreement including without limitation provisions of forms, and unbranded "Not at Home' notices.

72.2.3 Embarq shall provide, as requested by ~~CLEC~~INTRADO COMM, through the NEAC, provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during Embarq's standard business hours and at other times as agreed upon by the ~~parties~~Parties to meet ~~end user~~End-User demand.

72.5.1 Embarq shall provide testing and loading of ~~CLEC~~INTRADO COMM's NXX on the same basis as Embarq provides itself or its affiliates. Further, Embarq shall provide ~~CLEC~~INTRADO COMM with access to abbreviated dialing codes, and the ability to obtain telephone numbers, including vanity numbers, while a ~~subscriber~~End-User is on the phone with ~~CLEC~~INTRADO COMM. When ~~CLEC~~INTRADO COMM uses numbers from an Embarq NXX, Embarq shall provide the same range of number choices to ~~CLEC~~INTRADO COMM, including choice of exchange number, as Embarq provides its own ~~subscribers~~End-User. Reservation and aging of Embarq NXX's shall remain Embarq's responsibility.

72.5.3 For simple services number reservations and aging of Embarq's numbers, Embarq shall provide real-time confirmation of the number reservation when the Electronic Interface has been implemented. For number reservations associated with complex services, Embarq shall provide confirmation of the number reservation within twenty-four (24) hours of ~~CLEC~~INTRADO COMM's request. Consistent with the manner in which Embarq provides numbers to its own

~~subscribers~~End-User, no telephone number assignment is guaranteed until service has been installed.

72.6.1 Service Migrations and New ~~Subscriber~~End-User Additions

(a) For resale services, other than for a ~~CLEC~~INTRADO COMM order to convert "as is" a ~~CLEC subscriber~~INTRADO COMM End-User, Embarq shall not disconnect any ~~subscriber~~End-User service or existing features at any time during the migration of that ~~subscriber~~End-User to ~~CLEC~~INTRADO COMM service without prior ~~CLEC~~INTRADO COMM agreement.

(b) For services provided through UNEs, Embarq shall recognize ~~CLEC~~INTRADO COMM as an agent, in accordance with OBF developed processes, for the ~~subscriber~~End-User in coordinating the disconnection of services provided by another ~~CLEC~~INTRADO COMM or Embarq. In addition, Embarq and ~~CLEC~~INTRADO COMM will work cooperatively to minimize service interruptions during the conversion.

(d) For ~~subscriber~~End-User conversions requiring coordinated cut-over activities, on a per order basis, Embarq, to the extent resources are readily available, and ~~CLEC~~INTRADO COMM will agree on a scheduled conversion time, which will be a designated time period within a designated date.

(f) A general Letter of Agency (LOA) initiated by ~~CLEC~~INTRADO COMM or Embarq will be required to process a PLC or PIC change order. Providing the LOA, or a copy of the LOA, signed by the ~~end user~~End-User will not be required to process a PLC or PIC change ordered by ~~CLEC~~INTRADO COMM or Embarq. ~~CLEC~~INTRADO COMM and Embarq agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a ~~subscriber~~End-User complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate documentation and verification as required by FCC and Commission rules (or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long distance carriers of record), such Party shall be liable to pay and shall pay all nonrecurring and/or other charges associated with reestablishing the ~~subscriber~~End-User's local service with the original local carrier.

72.6.2 Intercept Treatment and Transfer Service Announcements. Embarq shall provide unbranded intercept treatment and transfer of service announcements to ~~CLEC's subscribers~~INTRADO COMM's End-Users. Embarq shall provide such treatment and transfer of service announcement in accordance with local tariffs and as provided to similarly situated Embarq ~~subscribers~~End-Users for all service disconnects, suspensions, or transfers.

72.6.3 (c) ~~Subscriber~~End-User Premises Inspections and Installations

(i) ~~CLEC~~INTRADO COMM shall perform or contract for all ~~CLEC~~INTRADO COMM's needs assessments, including equipment and installation requirements required beyond the Demarcation/NID, located at the ~~subscriber~~End-User premises.

(ii) Embarq shall provide ~~CLEC~~INTRADO COMM with the ability to schedule ~~subscriber~~End-User premises installations at the same morning and evening commitment level of service offered Embarq's own ~~customers~~End-Users. The ~~parties~~Parties shall mutually agree on an interim process to provide this functionality during the implementation planning process.

72.6.5 (c) If a ~~CLEC subscriber~~INTRADO COMM End-User requests a service change at the time of installation or other work being performed by Embarq on behalf of ~~CLEC~~INTRADO COMM, Embarq, while at the ~~subscriber~~End-User premises, shall direct the ~~CLEC subscriber~~INTRADO COMM End-User to contact ~~CLEC~~INTRADO COMM, and ~~CLEC~~INTRADO COMM will initiate a new service order.

72.11.2 For any prospective ~~CLEC subscriber~~INTRADO COMM End-User, Embarq shall provide ~~CLEC~~INTRADO COMM with access to that ~~subscriber~~End-User's CPNI without requiring ~~CLEC~~INTRADO COMM to produce a signed LOA, subject to applicable rules, orders, and decisions, and based on ~~CLEC~~INTRADO COMM's blanket representation that ~~subscriber~~the End-User has authorized ~~CLEC~~INTRADO COMM to obtain such CPNI.

(a) The preordering Electronic Interface includes the provisioning of CPNI from Embarq to ~~CLEC~~INTRADO COMM. The Parties agree to request ~~end user~~End-User CPNI only when the ~~end user~~End-User has specifically given permission to receive CPNI. The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the ~~parties~~Parties, and regarding the use of that information by the requesting ~~party~~Party.

(b) The requesting Party will document ~~end user~~End-User permission obtained to receive CPNI, whether or not the ~~end user~~End-User has agreed to change local service providers. With respect to ~~end users~~End-Users whose CPNI has been received by ~~CLEC~~INTRADO COMM, Embarq may request documentation from ~~CLEC~~INTRADO COMM to substantiate that ~~CLEC~~INTRADO COMM has requested and received permission from all such ~~end users~~End-Users. If ~~CLEC~~INTRADO COMM is not able to provide adequate documentation reflecting such permission from at least ninety-five (95%) of such ~~end users~~End-Users, Embarq reserves the right to immediately disconnect the preordering Electronic Interface.

(d) If ~~CLEC~~INTRADO COMM is not able to provide the LOA for ninety-five percent (95%) of the ~~end users~~End-Users requested by Embarq, or if Embarq determines that an LOA is inadequate, ~~CLEC~~INTRADO COMM will be considered in breach of the agreement. ~~CLEC~~INTRADO COMM can cure the breach by submitting to Embarq evidence of an LOA for each inadequate or omitted LOA within three (3) Business Days of notification of the breach.

(g) If ~~CLEC~~INTRADO COMM and Embarq do not agree that ~~CLEC~~INTRADO COMM has appropriate documentation or verification of a requested carrier change by a specific ~~end user~~End-User, or that Embarq has erred in not accepting proof of such carrier change request, the Parties may immediately request dispute resolution in accordance with Part B. Embarq will not disconnect the preordering Electronic Interface during the Alternate Dispute Resolution process.

72.12.1 to assign telephone number(s) (if the ~~subscriber~~End-User does not already have a telephone number or requests a change of telephone number) at Parity.

(b) to access Embarq ~~subscriber~~End-User information systems which will allow ~~CLEC~~INTRADO COMM to determine if a service call is needed to install the line or service at Parity.

73.1 This Section sets forth the terms and conditions for Embarq's provision of Recorded Usage Data (as defined in this Part) to ~~CLEC~~INTRADO COMM and for information exchange regarding long distance and access billing. The ~~parties~~Parties agree to record call information for interconnection in accordance with this Section. To the extent technically feasible, each ~~party~~Party shall record all call detail information associated with completed calls originated by or terminated to the other Party's local exchange ~~subscriber~~End-User, and long distance calls transited through one Party's network to the terminating provider. Embarq shall record for ~~CLEC~~INTRADO COMM the messages that Embarq records for and bills to its ~~end users~~End-Users and records for billing of interexchange carriers. These records shall be provided at a ~~party~~Party's request and shall be formatted pursuant to Telcordia's EMI standards and the terms and conditions of this Agreement. These records shall be transmitted to the other ~~party~~Party on non-holiday Business Days in EMI format via CDN, or provided on a cartridge. Embarq and ~~CLEC~~INTRADO COMM agree that they shall retain, at each ~~party~~Party's sole expense, copies of all EMI records transmitted to the other ~~party~~Party for at least forty-five (45) Days after transmission to the other ~~party~~Party.

73.2.3 Embarq shall record all usage originating from ~~CLEC end users~~INTRADO COMM End-Users using resold services ordered by ~~CLEC~~INTRADO COMM, where Embarq records those same services for Embarq ~~end users~~End-Users. Recorded Usage Data includes, but is not limited to, the following categories of information:

(a) Use of CLASS/LASS/Custom Features that Embarq records and bills for its ~~end users~~End-Users on a per usage basis.

(c) Calls to Directory Assistance where Embarq provides such service to a ~~CLEC end user~~INTRADO COMM End-User.

(d) Calls completed via Embarq-provided Operator Services where Embarq provides such service to ~~CLEC~~INTRADO COMM's local service ~~end user~~EndUser and where Embarq records such usage for its ~~end users~~End-Users using Industry Standard Telcordia EMI billing records.

73.2.5 Embarq shall provide to ~~CLEC~~INTRADO COMM Recorded Usage Data for ~~CLEC end users~~INTRADO COMM End-Users. Embarq shall not submit other ~~CLEC~~INTRADO COMM local usage data as part of the ~~CLEC~~INTRADO COMM Recorded Usage Data.

73.2.6 Embarq shall not bill directly to ~~CLEC subscribers~~INTRADO COMM End-Users any recurring or non-recurring charges for ~~CLEC~~INTRADO COMM's services to the ~~end user~~End-

User except where explicitly permitted to do so within a written agreement between Embarq and ~~CLEC~~INTRADO COMM.

73.2.7 Embarq will record 976/N11 calls and transmit them to the IP for billing. Embarq will not bill these calls to either the ~~CLEC~~INTRADO COMM or the ~~CLEC's end user~~INTRADO COMM's End-User.

73.3.1 Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of Embarq and Embarq shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded ~~customers~~End-Users.

73.3.3 (d) Embarq agrees to provide information on the end-user's selection of special features where Embarq maintains such information (e.g.: billing method, special language) when ~~CLEC~~INTRADO COMM places the order for service;

73.5.4 Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, Embarq shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. Embarq shall apply the appropriate average revenue per message ("arpm") agreed to by ~~CLEC~~INTRADO COMM and Embarq to the estimated message volume for messages for which usage charges apply to the ~~subscriber~~End-User to arrive at the estimated lost revenue.

73.7.1 Product/Service Specific. Embarq shall provide a Telcordia standard 42-50-01 miscellaneous charge record to support the Special Features Star Services if these features are part of Embarq's offering and are provided for Embarq's ~~subscribers~~End-Users on a per usage basis.

73.8.1.2 Embarq may correct and resubmit to ~~CLEC~~INTRADO COMM any messages returned to Embarq. Embarq will not be liable for any records determined by Embarq to be billable to a ~~CLEC end user. CLEC~~INTRADO COMM End-User. INTRADO COMM will not return a message that has been corrected and resubmitted by Embarq. Embarq will only assume liability for errors and unguideables caused by Embarq.

74.4 Embarq shall provide ~~CLEC~~INTRADO COMM maintenance dispatch personnel on the same schedule that it provides its own ~~subscribers~~End-Users.

74.6 All Embarq employees or contractors who perform repair service for ~~CLEC end users~~INTRADO COMM End-Users shall follow Embarq standard procedures in all their communications with ~~CLEC end users~~INTRADO COMM End-Users. These procedures and protocols shall ensure that:

74.6.1 Embarq employees or contractors shall perform repair service that is equal in quality to that provided to Embarq ~~end users~~End-Users; and

74.6.2 Trouble calls from ~~CLEC~~INTRADO COMM shall receive response time priority that is equal to that of Embarq ~~end users~~End-Users and shall be handled on a "first come first served" basis regardless of whether the ~~end user~~End-User is a ~~CLEC end user~~INTRADO COMM End-User or an Embarq ~~end user~~End-User.

74.8 Embarq shall give maximum advanced notice to ~~CLEC~~INTRADO COMM of all non-scheduled maintenance or other planned network activities to be performed by Embarq on any network element, including any hardware, equipment, software, or system, providing service functionality of which ~~CLEC~~INTRADO COMM has advised Embarq may potentially impact ~~CLEC end users~~INTRADO COMM End-Users.

74.10 On all misdirected calls from ~~CLEC end users~~INTRADO COMM End-Users requesting repair, Embarq shall provide such ~~CLEC end user~~INTRADO COMM End-User with the correct ~~CLEC~~INTRADO COMM repair telephone number as such number is provided to Embarq by ~~CLEC~~INTRADO COMM. Once the Electronic Interface is established between Embarq and ~~CLEC~~INTRADO COMM, Embarq agrees that ~~CLEC~~INTRADO COMM may report troubles directly to a single Embarq repair/maintenance center for both residential and small business ~~end users~~End-Users, unless otherwise agreed to by ~~CLEC~~INTRADO COMM.

74.11 Upon establishment of an Electronic Interface, Embarq shall notify ~~CLEC~~INTRADO COMM via such electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. ~~CLEC~~INTRADO COMM will contact its ~~end user~~End-User to determine if repairs were completed and confirm the trouble no longer exists.

74.14 If Embarq initiates trouble handling procedures, it will bear all costs associated with that activity. If ~~CLEC~~INTRADO COMM requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the ~~end user~~End-User demarcation point, then ~~CLEC~~INTRADO COMM will bear the cost.

75.1.1 The services described in Section ~~74 only apply~~ 75 shall ~~only~~ be available to ~~the CLEC~~ both Parties under this Agreement (i) when ~~Embarq~~either Party is providing the service to itself, or (ii) in areas where ~~Embarq~~either Party is providing such service to ~~Embarq's end user subscribers, and (iii) subject to the limitations specified herein. To the extent that Embarq does not provide the services described in this Section 74 to itself, or the requested service is not available to Embarq's end user subscribers in such areas, CLEC must secure any desired services under a separate commercial agreement with Embarq or another provider.~~ its End-Users. .

75.2.2 Basic 911 and E911 functions ~~shall only~~will be provided to ~~CLEC~~INTRADO COMM for resale services, and shall be at Parity with the support and services that Embarq provides to its ~~subscribers~~End-Users for such similar functionality.

(a) Where it may be appropriate for Embarq to update the ALI database, Embarq shall update such database with ~~CLEC~~INTRADO COMM data in an interval at Parity with that experienced by Embarq ~~end users~~End-Users.

(b) Embarq shall transmit to ~~CLEC~~INTRADO COMM daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXXs. This transmission shall be electronic and be a separate feed from the ~~subscriber~~End-User listing feed.

75.2.6 (b) ~~To~~Where Embarq manages the Selective Router and/or ALI database and to the extent allowed by the ~~governmental agency~~E911 Authority, and where available, copies of the ~~SIG~~MSAG shall be provided by Embarq within three (3) Business Days from the time requested and provided on ~~diskette, or in a format suitable for use with desktop computers.~~ disk (or other mutually agreed medium), in a format compliant with mutually agreed NENA standards. Where INTRADO COMM manages the Selective Router and/or ALI data, INTRADO COMM shall provide an initial MSAG load and daily updates to Embarq for use in submitting MSAG valid End-User record information to the INTRADO COMM 911 database system. It shall be the responsibility of Embarq to accept and maintain the daily updates from INTRADO COMM.

(d) Embarq and ~~CLEC~~INTRADO COMM shall arrange for the automated input and periodic updating of the E911 database information related to ~~CLEC end users~~Embarq and INTRADO COMM End-Users. Embarq and INTRADO COMM shall work cooperatively ~~with CLEC~~ to ensure the accuracy of the data transfer by verifying it against the ~~SIG~~MSAG. Embarq shall accept and submit electronically transmitted files that conform to NENA ~~Version #2~~ format.

(e) ~~CLEC~~INTRADO COMM and Embarq shall assign an E911 database coordinator charged with the responsibility of forwarding ~~CLEC end user ALI record information to Embarq~~ End-User SOI to the appropriate E911 ALI database management provider or via a third-party entity, charged with the responsibility of ~~ALI~~SOI record transfer. ~~CLEC assumes~~The Parties assume all responsibility for the accuracy of the data that ~~CLEC~~each provides to ~~Embarq~~the appropriate E911 database management provider.

(f) ~~CLEC~~ The Parties shall provide information on new ~~subscribers to Embarq~~End-Users to the appropriate E911 database management provider within one (1) business day of the order completion. ~~Embarq~~ The designated E911 Services provider shall update the database within two (2) Business Days of receiving the data from ~~CLEC. If Embarq detects an error in the CLEC~~the other Party. If errors are detected in the submitting Party's provided data, the data shall be returned to ~~CLEC~~the submitting Party within two (2) Business Days from when it was ~~provided to Embarq. CLEC~~recieved by the designated E911 Services provider. The submitting Party shall respond to requests from ~~Embarq~~the designated E911 Services provider to make corrections to database record errors by uploading corrected SOI records within two (2) Business Days. Manual entry shall be allowed only in the event that the system is not functioning properly.

(g) ~~Embarq~~The designated E911 Service provider agrees to treat all End-User data ~~on CLEC subscribers~~ provided under this Agreement as confidential and to use End-User data ~~on CLEC subscribers~~ only for the purpose of providing ~~E911~~emergency communications services.

75.3.1 These requirements pertain to Embarq's Listings Service Request process that enables ~~CLEC~~INTRADO COMM to (a) submit ~~CLEC subscriber~~INTRADO COMM End-User information for inclusion in Directory Listings databases; (b) submit ~~CLEC subscriber~~INTRADO COMM End-User information for inclusion in published directories; and (c) provide ~~CLEC subscriber~~INTRADO COMM End-User delivery address information to enable Embarq to fulfill directory distribution obligations.

75.3.3 (a) Migrate with no Changes. Retain all white page listings for the ~~subscriber~~End-User in both DA and DL. Transfer ownership and billing for white page listings to ~~CLEC~~INTRADO COMM.

(b) Migrate with Additions. Retain all white page listings for the ~~subscriber~~End-User in DL. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to ~~CLEC~~INTRADO COMM.

(c) Migrate with Deletions. Retain all white page listings for the ~~subscriber~~End-User in DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to ~~CLEC~~INTRADO COMM.

75.3.4 Embarq shall update and maintain directory listings information to reflect which of the following categories ~~CLEC subscribers~~INTRADO COMM End-Users fall into:

75.3.5 Based on changes submitted by ~~CLEC~~INTRADO COMM, Embarq shall update and maintain directory listings data for ~~CLEC subscribers~~INTRADO COMM End-Users who:

75.3.6 The charge for storage of ~~CLEC subscriber~~INTRADO COMM End-User information in the DL systems is included in the rates where ~~CLEC~~INTRADO COMM is buying UNE Loops or resold services with respect to specific addresses. ~~CLECs~~INTRADO COMMs that are not buying UNE Loops or resold services shall pay for such storage services at the rate reflected on Table One.

75.3.8 ~~CLEC~~INTRADO COMM acknowledges that for a ~~CLEC subscriber~~INTRADO COMM End-User's name to appear in a directory, ~~CLEC~~INTRADO COMM must submit a Directory Service Request (DSR).

75.3.10 Traditional White Pages Listings.

(a) Embarq shall include in its master ~~subscriber~~End-User system database all white pages listing information for ~~CLEC subscribers~~INTRADO COMM End-Users whose information was properly submitted a DSR.

(b) One basic White pages listing for each ~~CLEC customer~~INTRADO COMM End-User is included in the rates where ~~CLEC~~INTRADO COMM is buying UNE Loops or resold services at a specific address and additional listings for a specific address shall be provided at the rates reflected on Table 1. If ~~CLEC~~INTRADO COMM requests a listing for an address where

~~CLEC~~INTRADO COMM is not buying UNE Loops or resold services, ~~CLEC~~INTRADO COMM shall pay for all requested listings for such address at the rate reflected on Table One. A basic White Pages listing is defined as a ~~customer~~End-User name, address and either the ~~CLEC~~INTRADO COMM assigned number for a ~~customer~~End-User or the number for which number portability is provided, but not both numbers. Basic White Pages listings of ~~CLEC customers~~INTRADO COMM End-Users will be interfiled with listings of Embarq End-Users and other LEC customers.

(c) ~~CLEC~~INTRADO COMM agrees to provide ~~customer~~ listing information for ~~CLEC's subscribers~~INTRADO COMM's End-Users, including without limitation directory distribution information, to Embarq, at no charge. Embarq will provide ~~CLEC~~INTRADO COMM with the appropriate format for provision of ~~CLEC customer~~INTRADO COMM listing information to Embarq. The ~~parties~~Parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event OBF adopts an industry-standard format for the provision of such information, the ~~parties~~Parties agree to adopt such format.

(e) ~~CLEC customer~~INTRADO COMM listing information will be used solely for the provision of directory services, including the sale of directory advertising to ~~CLEC customers~~INTRADO COMM End-Users.

(f) In addition to a basic White Pages listing, Embarq will provide, tariffed White Pages listings (e.g.: additional, alternate, foreign and non-published listings) for ~~CLEC~~INTRADO COMM to offer for resale to ~~CLEC's customers~~INTRADO COMM's End-Users.

(g) Embarq, or its directory publisher, will provide White Pages distribution services to ~~CLEC customers~~INTRADO COMM End-Users, in areas where Embarq is providing such service to Embarq's ~~end-user subscribers~~End-User, at no additional charge to ~~CLEC~~INTRADO COMM at times of regularly scheduled distribution to all ~~customers~~End-Users. Embarq represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Embarq and to other ~~CLEC customers~~INTRADO COMM End-Users.

(i) Embarq will accord ~~CLEC customer~~INTRADO COMM listing information the same level of confidentiality that Embarq accords its own proprietary ~~customer~~ listing information. Embarq shall ensure that access to ~~CLEC customer~~ INTRADO COMM proprietary listing information will be limited solely to those of Embarq and Embarq's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. Embarq will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a ~~CLEC~~INTRADO COMM that contains ~~customer~~End-User listings of both Embarq and ~~CLEC~~INTRADO COMM will not be deemed a violation of this confidentiality provision.

75.4.2 Embarq will request that its publisher make available to ~~CLEC~~INTRADO COMM the provision of a basic Yellow Pages listing to ~~CLEC customers~~INTRADO COMM End-Users located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to ~~CLEC customers~~INTRADO COMM End-Users.

75.4.3 Embarq will request that its publisher make directory advertising available to ~~CLEC customers~~INTRADO COMM End-Users on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Embarq and other ~~CLEC customers~~INTRADO COMM End-Users. Directory advertising will be billed to ~~CLEC customers~~INTRADO COMM End-Users by directory publisher.

75.4.4 Embarq will request that its publisher use commercially reasonable efforts to ensure that directory advertising purchased by ~~customers~~End-Users who switch their service to ~~CLEC~~INTRADO COMM is maintained without interruption.

75.5 Directory Assistance Data.

75.5.1 Directory Assistance Data consists of information within residential, business, and government ~~subscriber~~End-User records that can be used to create and maintain databases for the provision of live or automated operator assisted Directory Assistance.

75.5.2 Under a separate agreement, Embarq will provide ~~CLEC~~INTRADO COMM with unbundled and non-discriminatory access to the residential, business and government ~~subscriber~~End-User records for the purpose of obtaining Directory Assistance Data that is needed to enable telephone exchange ~~CLECs~~INTRADO COMMs to swiftly and accurately respond to requests by end-users for directory information, including, but not limited to name, address and phone numbers, The separate agreement shall provide for each of the following:

(a) ~~Subscriber~~End-User records. ~~CLEC~~INTRADO COMM shall have access to the same ~~subscriber~~End-User record information that Embarq used to create and maintain its databases for the provision of live or automated operator assisted Directory Assistance.

(b) Data Transfer. Embarq shall provide to ~~CLEC~~INTRADO COMM, at ~~CLEC~~INTRADO COMM's request, all published Subscriber List Information (including such information that resides in Embarq's master ~~subscriber~~End-User system/accounts master file for the purpose of publishing directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to format, on the same terms and conditions and at the same rates that the Embarq provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to ~~CLEC~~INTRADO COMM pursuant to a mutually agreed format and schedule. Both the initial List and all subsequent Lists shall indicate for each ~~subscriber~~End-User whether the ~~subscriber~~End-User is classified as residence or business class of service.

78.6 If it becomes necessary in Embarq's reasonable judgment, and there are no other reasonable alternatives available, Embarq shall have the right, for good cause shown, and upon thirty (30)

Days prior notice, to reclaim the Collocation Space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other Embarq-provided facility in order to fulfill its common carrier obligations, any order or rule of the state commission or the FCC, or Embarq's tariffs to provide Telecommunications Services to its ~~end user customers~~End-User. In such cases, Embarq will reimburse ~~CLEC~~INTRADO COMM for reasonable direct costs and expenses in connection with such reclamation.

85.5 If ~~CLEC~~INTRADO COMM has provisioned services to any ~~customers~~End-User without being in compliance with ~~84.4~~85.4 above, ~~CLEC~~INTRADO COMM will be billed access rates for all services for the period beginning with the installation of the services until the collocation arrangement is decommissioned or until it is brought into compliance.

91.6 ~~CLEC~~INTRADO COMM shall provide Embarq with written notice three (3) Business Days prior to those instances where ~~CLEC~~INTRADO COMM or its subcontractors perform work, which is to be a known service affecting activity. ~~CLEC~~INTRADO COMM will inform Embarq by e-mail of any unplanned service outages. The ~~parties~~Parties will then agree upon a plan to manage the outage so as to minimize ~~customer~~End-User interruption. Notification of any unplanned service outage shall be made as soon as practicable after ~~CLEC~~INTRADO COMM learns that such outage has occurred so that Embarq can take any action required to monitor or protect its service.

94.2 Notwithstanding any other provision of this Agreement to the contrary, if any casualty is the result of any act, omission or negligence of ~~CLEC~~INTRADO COMM, its agents, employees, contractors, ~~CLECs, customers~~INTRADO COMM's, End-Users or business invitees, unless Embarq otherwise elects, the ~~CLEC~~INTRADO COMM's rights to the applicable Collocation Space shall not terminate, and, if Embarq elects to make such repairs, ~~CLEC~~INTRADO COMM shall reimburse Embarq for the cost of such repairs, or ~~CLEC~~INTRADO COMM shall repair such damage, including damage to the building and the area surrounding it, and the License Fee shall not abate.

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: James M. Maples

PARTY: Embarq

DESCRIPTION: Screen-shot from National Emergency Number Association (NENA) website, attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 46
COMPANY Embarq
WITNESS James M. Maples (JMM-11)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # JMM-11

9-1-1 Professionals
NENA Courses
Standards & Other Documents
NENA-USDOT Wireless Project
9-1-1talk Email List
Classified Ads
Company ID
Cellular Wireless
VoIP and IP
Government Affairs
N. American 9-1-1 Resource DB
ENP Certification
TERT Initiative
MLTS/PBX

NENA In Action
2008 9-1-1 Conference & Trade Show
ENP Magazine
NENA Newsroom
NENA NG9-1-1 Project
NENA NG Partner Program
Chapters & Hall of Fame
TTY Pool
Education Advisory Board
Operations Committee
Technical Committee
Reference, Resources and Links
Member Contact Search
Update Your Member Record
2008 NENA Membership
About/Contact NENA
NENA Web Seminars
NENA Resource Guide
2008 9-1-1 Goes to Washington

9-1-1 And You
9-1-1 Facts
9-1-1 and Your Wireless Phone
9-1-1 and Your VoIP Service
9-1-1 Education Materials
Everyday Heroes
Careers in 9-1-1
NENA Master Glossary

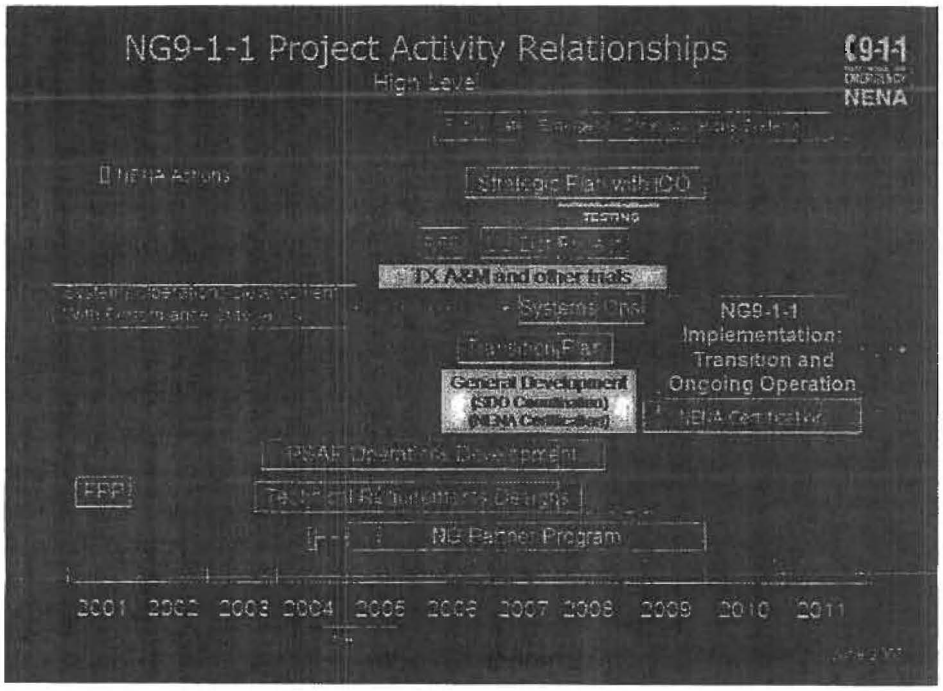
... > NENA ... > Project > Overall NG9-1-1 Status

Overall NG9-1-1 Status

IP Networks, Demos and Trials | Strategic Planning | Overall NG9-1-1 Status | Technical Development | Operations Development | NG Partner Program | Testing | NENA Certification/Accreditation | NGTPC | Releases and Presentations

7/23/2007

The last year has seen a great deal of NG9-1-1 interest expand among Public Safety, federal government organizations, and various standards development organizations (which are typically international in scope). NENA expects to publish both the NG9-1-1 technical requirements and initial Architecture and Interface specifications in late 2Q or early 3Q 2007. Technical and Operations Committees are ramping up their efforts on NG9-1-1-related Standards and other information documents. The USDOT NG9-1-1 project to develop and operate a 2008 Proof of Concept trial started in December 2006 and has made steady progress toward defined goals. The NG Partner Program has embarked on developmental work around funding evolution, regulatory, legislative, and jurisdictional. NG9-1-1 costs estimation, and educational topics. NENA is investigating certification and accreditation possibilities, aimed toward support of quality service provision in an NG9-1-1 world. The overall NENA NG9-1-1 project is coming together, and there will be multiple sessions in the Oct 1-2 Critical Issues Forum and the NG9-1-1 track at the June 2008 Annual Conference dedicated to explaining, updating and conducting interactive discussions with attendees on NG9-1-1 and next generations emergency communications. While there are and will be many early adopter cases, NENA currently estimates that the earliest that a fully featured and standards compliant NG9-1-1 system could be realized is mid 2009.



ATX TECHNOLOGIES

PUBLIC APCO SAFETY

NEUSTAR

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: James M. Maples

PARTY: Embarq

DESCRIPTION: Revised Embarq Price List provided to
Intrado, attached to rebuttal testimony
(replaces JMM-12, attached to direct testimony)

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 47
COMPANY Embarq
WITNESS James M. Maples (JMM-12)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # Revised
JMM-12

KEY CODES		EMBARQ RATE ELEMENT COST SUMMARY: FLORIDA		12/14/2007
MRC	NRC			
		RESALE DISCOUNTS	**MRC**	**NRC**
		Other than Operator / DA	19.40%	
		Op Assist / DA	12.10%	
		USAGE FILE CHARGES	**MRC**	**NRC**
		Message Provisioning, per message	$0.000684	
		Data Transmission, per message	$0.000000	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		$18.00
		OTHER CHARGES	**MRC**	**NRC**
		Temporary Suspension of Service for Resale - **SUSPEND**		$0.00
		Temporary Suspension of Service for Resale - **RESTORE**		$21.00
		PIC Change Charge, per change		Per Tariff
		Operator Assistance / Directory Assistance Branding		ICB
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	**MRC**	**NRC**
	I0004	Tag and Label on a new install loop or resale		$4.72
	I0005	Tag and Label on a reinstall loop or an existing loop or resale		$9.44
	I0006	Tag and Label on an addl'l loop or resale on the same order at the same location		$3.78
		TRIP CHARGE	**MRC**	**NRC**
	I0007	Trip Charge		$18.88
		RATE ELEMENT		
		SERVICE ORDER / INSTALLATION/REPAIR	**MRC**	**NRC**
	I0008	Manual Service Order NRC		$28.10
	I0009	Manual Service Order - Listing Only		$14.81
	I0010	Manual Service Order - Change Only		$13.76
	I0011	Electronic Service Order (IRES)		$3.82
	I0012	Electronic Service Order - Listing Only		$0.42
	I0013	Electronic Service Order - Change Only		$1.66
	I0014	2-Wire Loop Cooperative Testing		$46.71
	I0015	4-Wire Loop Cooperative Testing		$66.99
	I0016	Trouble Isolation Charge		$48.47
		LNP Coordinated Conversion - Lines 1 -10		$47.33
		LNP Coordinated Conversion - Each additional line		$4.24
		LNP Conversion - 10 Digit Trigger		$0.00
		UNE to Special Access or Special Access to UNE Conversions or Migrations (includes EEL)		
	I0018	DS1 Loop, per circuit		$76.71
	I0019	DS1 Transport, per circuit		$76.71
		DS3 Loop, per circuit		ICB
		DS3 Transport, per circuit		ICB
		UNBUNDLED NETWORK ELEMENTS (UNE)		
		PRE-ORDER LOOP QUALIFICATION	**MRC**	**NRC**
		Loop Make-Up Information		$5.90
		LOOPS (RATES INCLUDE NID CHARGE)	**MRC**	**NRC**
		2-Wire Analog		
I0020		Band 1	$11.64	
I0021		Band 2	$18.45	
I0022		Band 3	$25.51	
I0023		Band 4	$46.22	
	I0027	First Line		$111.24
	I0028	Second Line and Each Additional Line (same time)		$52.73
	I0029	Re-install (Cut Thru and Dedicated/Vacant)		$65.81
	I0030	Disconnect		$31.75
		4-Wire Analog		
I0031		Band 1	$22.50	
I0032		Band 2	$35.64	
I0033		Band 3	$49.24	
I0034		Band 4	$89.16	
	I0038	First Line		$144.33
	I0039	Second Line and Each Additional Line (same time)		$85.82
	I0040	Re-install (Cut Thru and Dedicated/Vacant)		$81.70

KEY CODES		EMBARQ RATE ELEMENT COST SUMMARY - FLORIDA		12/14/2007
MRC	NRC			
	I0041	Disconnect		$36.47
		2-Wire xDSL - Capable Loop		
I0042		Band 1	$11.64	
I0043		Band 2	$18.45	
I0044		Band 3	$25.51	
I0045		Band 4	$46.22	
	I0049	First Line		$106.81
	I0050	Second Line and Each Additional Line (same time)		$48.30
	I0051	Re-install (Cut Thru and Dedicated/Vacant)		$63.55
	I0052	Disconnect		$31.75
		4-Wire xDSL - Capable Loop		
		Band 1	$22.43	
		Band 2	$35.53	
		Band 3	$49.08	
		Band 4	$88.89	
		First Line		$138.23
		Second Line and Each Additional Line (same time)		$79.72
		Re-install (Cut Thru and Dedicated/Vacant)		$78.59
		Disconnect		$36.47
		2-Wire Digital Loop		
I0064		Band 1	$11.64	
I0065		Band 2	$18.45	
I0066		Band 3	$25.51	
I0067		Band 4	$46.22	
	I0071	First Line		$169.14
	I0072	Second Line and Each Additional Line (same time)		$108.10
	I0073	Disconnect		$31.75
		2-Wire ISDN-BRI Digital Loop		
I0074		Band 1	$19.92	
I0075		Band 2	$31.95	
I0076		Band 3	$44.41	
I0077		Band 4	$80.98	
	I0081	First Line		$169.14
	I0082	Second Line and Each Additional Line (same time)		$108.10
	I0083	Disconnect		$31.75
		4-Wire Digital Loop (no electronics)		
		Band 1	$22.50	
		Band 2	$35.64	
		Band 3	$49.24	
		Band 4	$89.18	
		First Line		$240.90
		Second Line and Each Additional Line (same time)		$179.85
		Disconnect		$36.47
		Digital 56k/64k Loop		
I0094		Band 1	$19.82	
I0095		Band 2	$31.79	
I0096		Band 3	$44.18	
I0097		Band 4	$80.57	
	I0101	First Line		$169.14
	I0102	Second Line and Each Additional Line (same time)		$108.10
	I0103	Disconnect		$31.75
		DS1 Service and ISDN PRI Loop		
I0104		Band 1	$88.54	
I0105		Band 2	$143.28	
I0106		Band 3	$199.93	
I0107		Band 4	$366.34	
	I0111	First Line		$325.88
	I0112	Second Line and Each Additional Line (same time)		$177.61
	I0113	Disconnect		$36.47
		DS3 Service		
		Add DS3 to existing fiber system	$1,286.78	$109.19
		Disconnect		$30.99

KEY CODES		EMBARQ RATE ELEMENT COST SUMMARY: FLORIDA		12/14/2007
MRC	NRC			
		LOOP CONDITIONING	MRC	NRC
		Load Coil Removal for all Digital UNE and xDSL-Capable loops that are less than 18,000 feet in length - per line conditioned (No Engineering or Trip charges - price reflects 25 pair economies)		$0.00
		Conditioning Engineering Charge - per loop		$39.11
		Conditioning Trip Charge - per loop		$16.41
		The following charges apply to all loops of any length that require Bridged Tap or Repeater removal.		
		Load Coil Removal: Loops 18kft or longer		
		Unload cable pair, per Underground location		$445.21
		Unload Addt'l cable pair, UG same time, same location and cable		$3.43
		Unload cable pair, per Aerial or Buried Location		$7.80
		Unload Addt'l cable pair, AE or BU, same time, location and cable		$1.80
		Bridged Tap or Repeater Removal - Any Loop Length		
		Remove Bridged Tap or Repeater, per Underground Location		$442.28
		Remove each Addt'l Bridged Tap or Repeater, UG same time, location and cable		$0.50
		Remove Bridged Tap or Repeater, per Aerial or Buried Location		$6.43
		Remove each Addt'l Bridged Tap or Repeater, AE or BU same time, location and cable		$0.44
		SUB LOOPS (RATES INCLUDE NO CHARGE)	MRC	NRC
		Sub-Loops Interconnection (Stub Cable)		ICB
		2 Wire Voice Grade and Digital Data Distribution		
I0114		Band 1	$4.97	
I0115		Band 2	$7.58	
I0116		Band 3	$10.28	
I0117		Band 4	$18.22	
	I0121	First Line		$119.15
	I0122	Second Line and Each Additional Line (same time)		$40.65
	I0123	Disconnect		$51.98
		4 Wire Voice Grade and Digital Data Distribution		
I0124		Band 1	$9.58	
I0125		Band 2	$14.59	
I0126		Band 3	$19.77	
I0127		Band 4	$34.98	
	I0131	First Line		$184.56
	I0132	Second Line and Each Additional Line (same time)		$65.20
	I0133	Disconnect		$93.31
		DEDICATED INTEROFFICE TRANSPORT	MRC	NRC
	DFL00	DS1	Refer to Dedicated Transport Tab	$182.15
		DS1 Disconnect		$20.36
	DFL01	DS3	Refer to Dedicated Transport Tab	$192.85
		DS3 Disconnect		$32.76
		MULTIPLEXING	MRC	NRC
		Multiplexing elements are only relevant in conjunction with UNE transport.		
I0134	I0135	Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	$162.48	$93.62
		DS1-DS0 Disconnect		$12.95
I0136	I0137	Multiplexing - DS3-DS1 (per DS3)	$195.77	$119.88
		DS3-DS1 Disconnect		$43.38
		UNBUNDLED DARK FIBER TRANSPORT	MRC	NRC
		Dark Fiber Application & Quote Preparation Charge		$270.47
		Note: These elements are calculated and billed manually using one price per USOC and COS. Detail is provided by the DFA form returned to the customer.		
		Transport		
		Interoffice, per foot per fiber - Statewide Average	$0.0039	
		Additional Charges Applicable to Transport		
		Fiber Patch Cord, per fiber	$0.82	
		Fiber Patch Panel, per fiber	$0.79	

KEY CODES		EMBARQ RATE ELEMENT COST SUMMARY - FLORIDA		12/14/2007
MRC	NRC			
		Initial Patch Cord Installation / Disconnect, Field Location		$22.92
		Addt'l Patch Cord Installation / Disconnect, Field Loc., Same Time/Location		$7.64
		Central Office Interconnection,1-4 Patch Cords per CO - Install or Disconnect		$193.55
		Dark Fiber End-to-End Testing, Initial Strand		$53.48
		Dark Fiber End-to-End Testing, Subsequent Strand		$15.28
		EEL COMBINATIONS	MRC	NRC
		Enhanced Extended Link (EEL) is a combination of Loop, Transport and Multiplexing (when applicable). Refer to the specific UNE section (transport, loop, multiplexing) in this document to obtain pricing for each specific element.		
		See Rate Element / Service Order / Installation/Repair Center section of this price sheet for EEL Conversion Charges.		
		RECIPROCAL COMPENSATION	MRC	NRC
		End Office - per MOU	$0.002221	N/A
		Tandem Switching - per MOU	$0.002053	N/A
		Shared Transport - per MOU	$0.000814	N/A
		FCC Ordered ISP-bound Traffic Termination Rates (per MOU) = $0.0007	Opt-In	
		TRANSIT SERVICE	MRC	NRC
		Transit Service Charge - per MOU	$0.005000	
		DATABASE	MRC	NRC
		Local Number Portability query (LNP)	Per interstate tariff	Per interstate tariff
		Toll Free Code query (TFC) - Simple	Per interstate tariff	Per interstate tariff
		Toll Free Code query (TFC) - Complex Additive	Per interstate tariff	Per interstate tariff
		Line Information Database query (LIDB)	Per interstate tariff	Per interstate tariff
		Line Information Database query transport (LIDB)	Per interstate tariff	Per interstate tariff
		DIRECTORY SERVICES	MRC	NRC
		Directory - Premium & Privacy Listings		Refer to Applicable Retail Tariff
		Directory Listings - (if CLEC not purchasing UNE Loops or Resale Services)	$1.85	
		911 AND E911 TRANSPORT AND TERMINATION	MRC	NRC
		911 and E911 Transport - DS1	Refer to Dedicated Transport Tab	$182.15
		Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	$162.48	$93.62
		DS0 911 Per Port (minimum of 2 DS0's required)	$15.81	$151.80
		STREET INDEX GUIDE	MRC	NRC
I0001		SIG Database Extract Report, per CDROM (price reflects shipping regular U.S. Mail)	$18.00	

KEY CODES		EMBARQ RATE ELEMENT COST SUMMARY - FLORIDA		12/14/2007
MRC	NRC			
		ROUTINE MODIFICATION OF FACILITIES	MRC	NRC
		Rearrangement of Cable		
		Rearrangement of Up to 3 Pairs per UNE Loop Ordered	N/A	Included in Loop NRC
		Rearrangements Requiring More Than 3 Pairs per UNE Loop Ordered	N/A	ICB
		Repeater/Doubler Installation Cost (incl. 4 slot housing and 1 card), per location		
		1. Repeater Equipment Case w/ Repeater Card (for T-1 applications):		
		Where Special Construction Does Not Apply (Card Installation Only)	Included in Loop MRC	Included in Loop NRC
		Where Special Construction Applies, Non Recurring Charge		$2,151.93
		2. Doubler Equipment Case w/ Doubler Card (for HDSL applications)		
		Where Special Construction Does Not Apply (Card Installation Only)	Included in Loop MRC	Included in Loop NRC
		Where Special Construction Applies, Non Recurring Charge		$2,389.90
		Smart Jack	Included in Loop MRC	Included in Loop NRC
		Line Card Installation	Included in Loop MRC	Included in Loop NRC
		Multiplexing	Included in Loop MRC	Included in Loop NRC
		Note: Multiplexer pricing available through Enhanced Extented Loop (EELs) facility leases		

Loop Banding		
Exchange Name	**CLLI**	**Band**
Maitland	MTLDFLXADS1	1
Shalimar	SHLMFLXADS0	1
Tallahassee-Calhoun	TLHSFLXADS0	1
Tallahassee-FSU	TLHSFLXERS0	1
Altamonte Springs	ALSPFLXADS0	2
Boca Grande	BCGRFLXARS1	2
Bonita Springs	BNSPFLXADS1	2
Buenaventura Lakes	KSSMFLXDRS0	2
Cape Coral	CPCRFLXADS0	2
Casselberry	CSLBFLXADS1	2
Cypress Lake-Regional Airport	CYLKFLXBRS0	2
Destin	DESTFLXADS0	2
Fort Myers	FTMYFLXCDS2	2
Fort Myers	FTMYFLXADS0	2
Fort Myers Beach	FTMBFLXARS0	2
Fort Walton Beach-Denton	FTWBFLXBDS0	2
Fort Walton Beach-Hollywood	FTWBFLXADS0	2
Fort Walton Beach-Mary Esther	FTWBFLXCRS0	2
Goldenrod	GLRDFLXADS0	2
Highlands	OCALFLXCRS0	2
Lady Lake	LDLKFLXARS0	2
Lake Brantley	LKBRFLXADS1	2
Naples (Moorings)	NPLSFLXDDS0	2
North Naples	NNPLFLXADS1	2
Orange City	ORCYFLXADS0	2
Tallahassee-Blairstone	TLHSFLXDDS0	2
Tallahassee-Willis	TLHSFLXBDS0	2
Valparaiso	VLPRFLXADS0	2
Valparaiso-Seminole	VLPRFLXBRS0	2
Windermere	WNDRFLXARS0	2
Winter Garden	WNGRFLXADS0	2
Winter Park	WNPKFLXADS1	2
Apopka	APPKFLXADS1	3
Belleview	BLVWFLXADS0	3
Beverly Hills	BVHLFLXADS0	3
Chassahowitzka-Homosassa Spr	CHSWFLXARS0	3
Clermont	CLMTFLXADS0	3
Crestview	CRVWFLXADS0	3
Cypress Lake	CYLKFLXADS0	3
Fort Myers (East)	FTMYFLXBRS0	3
Golden Gate	GLGCFLXADS0	3
Kissimmee	KSSMFLXADS0	3
Kissimmee (Reedy Creek)	KSSMFLXCRS1	3
Kissimmee (West)	KSSMFLXBDS1	3
Leesburg	LSBGFLXADS0	3
Marco Island	MOISFLXADS1	3
Mount Dora	MTDRFLXARS0	3
Naples (Southeast)	NPLSFLXCDS0	3
North Cape Coral	CPCRFLXBDS1	3
North Fort Myers	NFMYFLXADS0	3
North Fort Myers	NFMYFLXBRS0	3
Ocala	OCALFLXADS0	3
Ocala	OCALFLXBDS0	3
Orange City (Deltona Lakes)	ORCYFLXCRS0	3
Port Charlotte	PTCTFLXADS0	3
Sanibel-Captiva Islands	SNISFLXADS0	3
Silver Springs Shores	SVSSFLXARS0	3
Tallahassee-Mabry	TLHSFLXCDS0	3
Tallahassee-Perkins	TLHSFLXHDS0	3
Tallahassee-Thomasville	TLHSFLXFDS0	3
Tavares	TVRSFLXADS0	3
Alford	ALFRFLXARS0	4
Alva	ALVAFLXARS1	4
Arcadia	ARCDFLXADS0	4
Astor	ASTRFLXARS0	4
Avon Park	AVPKFLXADS0	4
Baker	BAKRFLXADS0	4
Bonifay	BNFYFLXARS0	4
Bowling Green	BWLGFLXARS0	4
Bushnell	BSHNFLXADS0	4
Cape Haze	CPHZFLXADS0	4
Cherry Lake	CHLKFLXARS0	4
Clewiston	CLTNFLXARS0	4
Cottondale	CTDLFLXARS0	4
Crawfordville	CFVLFLXADS0	4
Crystal River	CRRVFLXADS0	4
Dade City	DDCYFLXADS1	4
DeFuniak Springs	DFSPFLXADS0	4
Eustis	ESTSFLXARS0	4

Loop Banding		
Exchange Name	CLLI	Band
Everglades	EVRGFLXARS1	4
Forest	OCNFFLXARS0	4
Fort Meade	FTMDFLXARS0	4
Freeport	FRPTFLXARS0	4
Glendale	GLDLFLXARS0	4
Grand Ridge	GDRGFLXADS0	4
Greenville	GNVLFLXARS0	4
Greenwood	GNWDFLXARS0	4
Groveland	GVLDFLXARS0	4
Homosassa Springs	HMSPFLXARS0	4
Howey-in-the-Hills	HOWYFLXARS0	4
Immokalee	IMKLFLXARS0	4
Inverness	INVRFLXADS1	4
Kenansville	KNVLFLXARS0	4
Kingsley Lake	KGLKFLXARS0	4
LaBelle	LBLLFLXADS0	4
Lake Helen - Orange City	LKHLFLXARS0	4
Lake Placid	LKPCFLXARS0	4
Lawtey	LWTYFLXARS0	4
Lee	LEE FLXARS0	4
Lehigh Acres	LHACFLXADS0	4
Madison	MDSNFLXADS0	4
Malone	MALNFLXARS0	4
Marianna	MRNNFLXADS0	4
Monticello	MNTIFLXADS0	4
Montverde	MTVRFLXARS0	4
Moore Haven	MRHNFLXARS0	4
Ocklawaha	OKLWFLXADS0	4
Okeechobee	OKCBFLXADS1	4
Panacea	PANCFLXARS0	4
Pine Island	PNISFLXADS0	4
Ponce de Leon	PNLNFLXARS0	4
Punta Gorda	PNGRFLXADS1	4
Reynolds Hill	RYHLFLXARS0	4
Salt Springs	SSPRFLXARS0	4
San Antonio	SNANFLXARS0	4
Santa Rosa Beach	SNRSFLXARS0	4
Seagrove Beach	SGBHFLXARS0	4
Sebring	SBNGFLXADS1	4
Silver Springs - Ocala	SVSPFLXARS0	4
Sneads	SNDSFLXARS0	4
Sopchoppy	SPCPFLXARS0	4
Spring Lake	SLHLFLXARS0	4
St. Cloud	STCDFLXARS0	4
St. Marks	STMKFLXARS0	4
Starke	STRKFLXADS0	4
Tallahassee-Woodville	TLHSFLXGRS0	4
Trilacoochee	TLCHFLXARS0	4
Umatilla	UMTLFLXARS0	4
Wauchula	WCHLFLXADS0	4
Westwood	WSTVFLXARS0	4
Wildwood	WLWDFLXARS0	4
Williston	WLSTFLXARS0	4
Zolfo Springs	ZLSPFLXARS0	4

DEDICATED TRANSPORT RATE SUMMARY

FLORIDA

Key Codes			Route (CLLI to CLLI)		Route (Exchange to Exchange)		Non-Impaired Routes	Dedicated DS1 Rate	Dedicated DS3 Rate
DS1	DS3	Rate Band	Originating	Terminating	Originating	Terminating			
** Routes meet the FCC TRRO non-impaired threshold criteria for DS1 and DS3.									
*** Routes meet the FCC TRRO non-impaired threshold criteria for DS3 only.									
D0122	D1122	122	ALFRFLXARS0	CTDLFLXARS0	Alford	Cottondale		$124.64	$1,736.74
D0389	D1389	389	ALFRFLXARS0	GDRGFLXADS0	Alford	Grand Ridge		$185.79	$2,572.55
D0390	D1390	390	ALFRFLXARS0	GNWDFLXARS0	Alford	Greenwood		$181.65	$2,456.54
D0391	D1391	391	ALFRFLXARS0	MALNFLXARS0	Alford	Malone		$181.65	$2,456.54
D0285	D1285	285	ALFRFLXARS0	MRNNFLXADS0	Alford	Marianna		$124.64	$1,736.74
D0392	D1392	392	ALFRFLXARS0	SNDSFLXARS0	Alford	Sneads		$185.79	$2,572.55
D0001	D1001	1	ALSPFLXADS0	APPKFLXADS1	Altamonte Springs	Apopka		$70.89	$1,108.53
D0810	D1810	810	ALSPFLXADS0	CLMTFLXADS0	Altamonte Springs	Clermont		$353.80	ICB
D0123	D1123	123	ALSPFLXADS0	CSLBFLXADS1	Altamonte Springs	Casselberry		$63.04	$888.72
D0840	D1840	840	ALSPFLXADS0	ESTSFLXARS0	Altamonte Springs	Eustis		$175.30	$3,155.29
D0125	D1125	125	ALSPFLXADS0	GLRDFLXADS0	Altamonte Springs	Goldenrod	***	$63.04	$1,022.03
D0132	D1132	132	ALSPFLXADS0	KSSMFLXADS0	Altamonte Springs	Kissimmee		$192.09	$3,625.42
D0107	D1107	107	ALSPFLXADS0	KSSMFLXBDS1	Altamonte Springs	West Kissimmee		$192.09	$3,625.42
D0786	D1786	786	ALSPFLXADS0	KSSMFLXCDS1	Altamonte Springs	Reedy Creek		$259.86	$4,646.43
D0048	D1048	48	ALSPFLXADS0	LKBRFLXADS1	Altamonte Springs	Lake Brantley	***	$70.89	$1,274.81
D0393	D1393	393	ALSPFLXADS0	MNTIFLXADS0	Altamonte Springs	Monticello		$561.38	$12,212.71
D0049	D1049	49	ALSPFLXADS0	MTLDFLXADS1	Altamonte Springs	Maitland	**	$81.52	$1,274.81
D0690	D1690	690	ALSPFLXADS0	MTVRFLXARS0	Altamonte Springs	Montverde		$229.26	$3,789.61
D0780	D1780	780	ALSPFLXADS0	ORCYFLXADS0	Altamonte Springs	Orange City		$59.19	$780.86
D0838	D1838	838	ALSPFLXADS0	ORCYFLXCDS0	Altamonte Springs	Orange City-Deltona Lakes		$108.94	$1,297.13
D0303	D1303	303	ALSPFLXADS0	WNDRFLXARS0	Altamonte Springs	Windermere		$197.54	$3,778.06
D0003	D1003	3	ALSPFLXADS0	WNGRFLXADS0	Altamonte Springs	Winter Garden		$192.09	$3,625.42
D0383	D1383	383	ALSPFLXADS0	WNPKFLXADS1	Altamonte Springs	Winter Park	**	$81.52	$1,274.81
D0126	D1126	126	ALVAFLXARS0	BNSPFLXADS1	Alva	Bonita Springs		$243.11	$5,054.15
D0257	D1257	257	ALVAFLXARS0	CPCRFLXADS0	Alva	Cape Coral		$243.11	$5,054.15
D0258	D1258	258	ALVAFLXARS0	CPCRFLXBDS1	Alva	North Cape Coral		$243.11	$5,054.15
D0394	D1394	394	ALVAFLXARS0	CYLKFLXBR80	Alva	Regional Airport		$315.68	$6,209.48
D0050	D1050	50	ALVAFLXARS0	FTMBFLXADS0	Alva	Fort Myers Beach		$278.22	$6,037.16
D0130	D1130	130	ALVAFLXARS0	FTMYFLXADS0	Alva	Fort Myers		$243.11	$5,054.15
D0127	D1127	127	ALVAFLXARS0	FTMYFLXBDS0	Alva	East Fort Myers		$243.11	$5,054.15
D0136	D1136	136	ALVAFLXARS0	FTMYFLXCDS2	Alva	South Fort Myers		$278.22	$6,037.16
D0135	D1135	135	ALVAFLXARS0	LHACFLXADS0	Alva	Lehigh Acres		$243.11	$5,054.15
D0259	D1259	259	ALVAFLXARS0	NFMYFLXADS0	Alva	North Fort Myers		$278.22	$6,037.16
D0051	D1051	51	ALVAFLXARS0	PNISFLXADS0	Alva	Pine Island		$278.22	$6,037.16
D0052	D1052	52	ALVAFLXARS0	SNISFLXADS0	Alva	Sanibel-Captiva Islands		$278.22	$6,037.16
D0783	D1783	783	APPKFLXADS1	CSLBFLXADS1	Apopka	Casselberry		$133.94	$1,997.25
D0242	D1242	242	APPKFLXADS1	GLRDFLXADS0	Apopka	Goldenrod		$133.94	$1,997.25
D0131	D1131	131	APPKFLXADS1	KSSMFLXADS0	Apopka	Kissimmee		$121.19	$2,516.90
D0108	D1108	108	APPKFLXADS1	KSSMFLXBDS1	Apopka	West Kissimmee		$121.19	$2,516.90
D0243	D1243	243	APPKFLXADS1	KSSMFLXCDS1	Apopka	Reedy Creek		$188.96	$3,537.91
D0053	D1053	53	APPKFLXADS1	LKBRFLXADS1	Apopka	Lake Brantley		$70.89	$1,108.53
D0395	D1395	395	APPKFLXADS1	MNTIFLXADS0	Apopka	Monticello		$490.48	$11,104.18
D0396	D1396	396	APPKFLXADS1	MTDRFLXARS0	Apopka	Mt. Dora		$104.40	$2,046.76
D0054	D1054	54	APPKFLXADS1	MTLDFLXADS1	Apopka	Maitland		$70.89	$1,108.53
D0684	D1684	684	APPKFLXADS1	MTVRFLXARS0	Apopka	Montverde		$162.29	$2,790.98
D0244	D1244	244	APPKFLXADS1	WNDRFLXARS0	Apopka	Windermere		$126.64	$2,669.54
D0055	D1055	55	APPKFLXADS1	WNGRFLXADS0	Apopka	Winter Garden		$121.19	$2,516.90
D0385	D1385	385	APPKFLXADS1	WNPKFLXADS1	Apopka	Winter Park		$70.89	$1,108.53
D0397	D1397	397	ARCDFLXADS0	PTCTFLXADS0	Arcadia	Port Charlotte		$241.19	$5,877.04
D0398	D1398	398	ARCDFLXADS0	WCHLFLXADS0	Arcadia	Wauchula		$241.19	$5,877.04
D0399	D1399	399	ARCDFLXADS0	ZLSPFLXARS0	Arcadia	Zolfo Springs		$241.19	$5,877.04
D0327	D1327	327	ASTRFLXARS0	CLMTFLXADS0	Astor	Clermont		$168.54	$2,966.01
D0328	D1328	328	ASTRFLXARS0	ESTSFLXARS0	Astor	Eustis		$168.54	$2,966.01
D0362	D1362	362	ASTRFLXARS0	GVLDFLXARS0	Astor	Groveland		$365.97	$7,617.85
D0364	D1364	364	ASTRFLXARS0	HOWYFLXARS0	Astor	Howey-in-the-Hills		$226.28	$3,706.16
D0797	D1797	797	ASTRFLXARS0	LDLKFLXARS0	Astor	Lady Lake		$266.25	$4,825.53
D0329	D1329	329	ASTRFLXARS0	LSBGFLXADS1	Astor	Leesburg		$168.54	$2,966.01
D0330	D1330	330	ASTRFLXARS0	MTDRFLXARS0	Astor	Mt. Dora		$168.54	$2,966.01
D0365	D1365	365	ASTRFLXARS0	MTVRFLXARS0	Astor	Montverde		$222.50	$3,600.33
D0331	D1331	331	ASTRFLXARS0	TVRSFLXADS0	Astor	Tavares		$168.54	$2,966.01
D0007	D1007	7	ASTRFLXARS0	UMTLFLXARS0	Astor	Umatilla		$168.54	$2,966.01
D0812	D1812	812	AVPKFLXADS0	BWLGFLXRS0	Avon Park	Bowling Green		$254.16	$5,363.50
D0813	D1813	813	AVPKFLXADS0	FTMDFLXARS0	Avon Park	Fort Meade		$254.16	$5,363.50
D0595	D1595	595	AVPKFLXADS0	FTMYFLXADS0	Avon Park	Fort Myers		$195.40	$4,594.86
D0129	D1129	129	AVPKFLXADS0	FTMYFLXBDS0	Avon Park	East Fort Myers		$195.40	$4,594.86
D0400	D1400	400	AVPKFLXADS0	LKPCFLXARS0	Avon Park	Lake Placid		$296.24	$6,541.89
D0401	D1401	401	AVPKFLXADS0	PTCTFLXADS0	Avon Park	Port Charlotte		$195.40	$4,594.86
D0282	D1282	282	AVPKFLXADS0	SBNGFLXADS1	Avon Park	Sebring		$241.19	$5,877.04
D0402	D1402	402	AVPKFLXADS0	SLHLFLXARS0	Avon Park	Spring Lake		$241.19	$5,877.04
D0403	D1403	403	AVPKFLXADS0	WCHLFLXADS0	Avon Park	Wauchula		$241.19	$5,877.04
D0814	D1814	814	AVPKFLXADS0	WNPKFLXAPS0	Avon Park	Winter Park		$333.02	$7,571.71
D0235	D1235	235	BAKRFLXADS0	CRVWFLXADS0	Baker	Crestview		$52.43	$591.58

DEDICATED TRANSPORT RATE SUMMARY — FLORIDA

Key Codes			Route (CLLI to CLLI)		Route (Exchange to Exchange)		Non-Impaired Routes	Dedicated DS1 Rate	Dedicated DS3 Rate
DS1	DS3	Rate Band	Originating	Terminating	Originating	Terminating			
** Routes meet the FCC TRRO non-impaired threshold criteria for DS1 and DS3.									
*** Routes meet the FCC TRRO non-impaired threshold criteria for DS3 only.									
D0405	D1405	405	BAKRFLXADS0	DESTFLXADS0	Baker	Destin		$204.01	$3,959.20
D0404	D1404	404	BAKRFLXADS0	DFSPFLXADS0	Baker	DeFuniak Springs		$204.01	$3,959.20
D0406	D1406	406	BAKRFLXADS0	FTWBFLXADS0	Baker	Fort Walton Beach		$204.01	$3,959.20
D0407	D1407	407	BAKRFLXADS0	SHLMFLXADS0	Baker	Shalimar		$258.69	$4,613.87
D0408	D1408	408	BAKRFLXADS0	VLPRFLXADS0	Baker	Valparaiso-Niceville		$204.01	$3,959.20
D0816	D1816	816	BCGRFLXARS1	LBLLFLXADS0	Boca Grande	LaBelle		$260.26	$5,534.46
D0412	D1412	412	BCGRFLXARS1	PNGRFLXADS1	Boca Grande	Punta Gorda		$306.06	$6,816.65
D0411	D1411	411	BCGRFLXARS1	PTCTFLXADS0	Boca Grande	Port Charlotte		$64.86	$939.60
D0410	D1410	410	BCGRFLXARS1	CPHZFLXADS0	Boca Grande	Cape Haze		$64.86	$939.60
D0567	D1567	567	BLVWFLXADS0	LDLKFLXARS0	Belleview	Lady Lake		$202.12	$3,906.28
D0270	D1270	270	BLVWFLXADS0	OCALFLXADS0	Belleview	Ocala		$197.44	$4,651.84
D0245	D1245	245	BLVWFLXADS0	OCALFLXCRS0	Belleview	Highlands		$284.25	$6,206.08
D0354	D1354	354	BLVWFLXADS0	OCNFFLXARS0	Belleview	Forest		$284.25	$6,206.08
D0056	D1056	56	BLVWFLXADS0	OKLWFLXADS0	Belleview	Ocklawaha		$53.89	$632.28
D0042	D1042	42	BLVWFLXADS0	SSPRFLXARS0	Belleview	Salt Springs		$284.25	$6,206.08
D0057	D1057	57	BLVWFLXADS0	SVSSFLXARS0	Belleview	Silver Springs Shores		$74.53	$1,210.29
D0409	D1409	409	BLVWFLXADS0	WLWDFLXARS0	Belleview	Wildwood		$97.72	$1,859.52
D0413	D1413	413	BNFYFLXARS0	DFSPFLXADS0	Bonifay	DeFuniak Springs		$167.81	$2,945.66
D0105	D1105	105	BNFYFLXARS0	MRNNFLXADS0	Bonifay	Marianna		$77.29	$1,287.63
D0414	D1414	414	BNFYFLXARS0	PNLNFLXARS0	Bonifay	Ponce de leon		$221.77	$3,579.98
D0113	D1113	113	BNFYFLXARS0	RYHLFLXARS0	Bonifay	Reynolds Hill		$128.12	$1,834.43
D0236	D1236	236	BNFYFLXARS0	WSTVFLXARS0	Bonifay	Westville		$77.29	$1,287.63
D0817	D1817	817	BNSPFLXADS1	CPCRFLXADS0	Bonita Springs	Cape Coral		$243.11	$5,054.15
D0143	D1143	143	BNSPFLXADS1	CYLKFLXADS0	Bonita Springs	Cypress Lake		$176.29	$4,059.59
D0148	D1148	148	BNSPFLXADS1	CYLKFLXBRS0	Bonita Springs	Regional Airport		$62.17	ICB
D0246	D1246	246	BNSPFLXADS1	FTMBFLXADS0	Bonita Springs	Fort Myers Beach		$278.22	$6,037.16
D0415	D1415	415	BNSPFLXADS1	FTMDFLXARS0	Bonita Springs	Fort Meade		$476.24	$10,705.28
D0152	D1152	152	BNSPFLXADS1	FTMYFLXADS0	Bonita Springs	Fort Myers		$176.29	$4,059.59
D0137	D1137	137	BNSPFLXADS1	FTMYFLXBDS0	Bonita Springs	East Fort Myers		$176.29	$4,059.59
D0153	D1153	153	BNSPFLXADS1	GLGCFLXADS0	Bonita Springs	Golden Gate		$176.29	$4,059.59
D0818	D1818	818	BNSPFLXADS1	LHACFLXADS0	Bonita Springs	Lehigh Acres		$176.29	$4,059.59
D0157	D1157	157	BNSPFLXADS1	NNPLFLXADS1	Bonita Springs	North Naples		$176.29	$4,059.59
D0154	D1154	154	BNSPFLXADS1	NPLSFLXCDS0	Bonita Springs	Naples Southeast		$176.29	$4,059.59
D0559	D1559	559	BNSPFLXADS1	NPLSFLXDDS0	Bonita Springs	Naples Moorings		$176.29	$4,059.59
D0416	D1416	416	BNSPFLXADS1	SNISFLXADS0	Bonita Springs	Sanibel-Captiva Islands		$278.22	$6,037.16
D0471	D1471	471	BSHNFLXADS0	GVLDFLXARS0	Bushnell	Groveland		$197.44	$4,651.84
D0419	D1419	419	BSHNFLXADS0	HOWYFLXARS0	Bushnell	Howey-in-the-Hills		$255.18	$5,391.99
D0819	D1819	819	BSHNFLXADS0	INVRFLXADS0	Bushnell	Inverness		$197.44	$4,651.84
D0374	D1374	374	BSHNFLXADS0	LSBGFLXADS1	Bushnell	Leesburg		$197.44	$4,651.84
D0529	D1529	529	BSHNFLXADS0	TLCHFLXARS0	Bushnell	Tritacoochee		$260.77	$5,548.71
D0332	D1332	332	BSHNFLXADS0	WLWDFLXADS1	Bushnell	Wildwood		$295.15	$6,511.36
D0793	D1793	793	BVHLFLXADS0	CHSWFLXARS0	Beverly Hills	Chassahowitzka		$329.78	$6,604.32
D0785	D1785	785	BVHLFLXADS0	CRRVFLXADS0	Beverly Hills	Crystal River		$82.16	$1,423.98
D0314	D1314	314	BVHLFLXADS0	HMSPFLXARS0	Beverly Hills	Homosassa Springs		$82.16	$1,423.98
D0315	D1315	315	BVHLFLXADS0	INVRFLXADS0	Beverly Hills	Inverness		$82.16	$1,423.98
D0778	D1778	778	BVHLFLXADS0	OCALFLXADS0	Beverly Hills	Ocala		$197.44	$4,651.84
D0417	D1417	417	BWLGFLXARS0	FTMDFLXARS0	Bowling Green	Fort Meade		$299.95	$6,645.69
D0158	D1158	158	BWLGFLXARS0	WCHLFLXADS0	Bowling Green	Wauchula		$299.95	$6,645.69
D0004	D1004	4	BWLGFLXARS0	ZLSPFLXARS0	Bowling Green	Zolfo Springs		$299.95	$6,645.69
D0433	D1433	433	CFVLFLXADS0	PANCFLXARS0	Crawfordville	Panacea		$56.36	$701.48
D0798	D1798	798	CFVLFLXADS0	SPCPFLXADS0	Crawfordville	Sopchoppy		$86.96	$1,558.31
D0237	D1237	237	CFVLFLXADS0	STMKFLXARS0	Crawfordville	St. Marks		$53.89	$632.28
D0432	D1432	432	CFVLFLXADS0	TLHSFLXADS0	Crawfordville	Calhoun		$86.96	$1,558.31
D0367	D1367	367	CHLKFLXARS0	GNVLFLXARS0	Cherry Lake	Greenville		$313.71	$6,154.53
D0801	D1801	801	CHLKFLXARS0	LEE FLXARS0	Cherry Lake	Lee		$109.37	$1,309.34
D0794	D1794	794	CHLKFLXARS0	MDSNFLXADS0	Cherry Lake	Madison		$58.83	$770.68
D0357	D1357	357	CHSWFLXARS0	CRRVFLXADS0	Chassahowitzka	Crystal River		$329.78	$6,604.32
D0115	D1115	115	CHSWFLXARS0	HMSPFLXARS0	Chassahowitzka	Homosassa Springs		$329.78	$6,604.32
D0358	D1358	358	CHSWFLXARS0	INVRFLXADS0	Chassahowitzka	Inverness		$329.78	$6,604.32
D0225	D1225	225	CLMTFLXADS0	CRRVFLXADS0	Clermont	Crystal River		$279.60	$6,075.83
D0165	D1165	165	CLMTFLXADS0	ESTSFLXARS0	Clermont	Eustis		$104.40	$2,046.76
D0271	D1271	271	CLMTFLXADS0	GVLDFLXARS0	Clermont	Groveland		$197.44	$4,651.84
D0791	D1791	791	CLMTFLXADS0	HOWYFLXARS0	Clermont	Howey-in-the-Hills		$166.07	$2,896.81
D0168	D1168	168	CLMTFLXADS0	KSSMFLXCDS1	Clermont	Reedy Creek		$67.77	$1,021.01
D0333	D1333	333	CLMTFLXADS0	LDLKFLXARS0	Clermont	Lady Lake		$206.04	$4,016.19
D0166	D1166	166	CLMTFLXADS0	LSBGFLXADS1	Clermont	Leesburg		$104.40	$2,046.76
D0167	D1167	167	CLMTFLXADS0	MTDRFLXARS0	Clermont	Mt. Dora		$104.40	$2,046.76
D0147	D1147	147	CLMTFLXADS0	MTLDFLXADS1	Clermont	Maitland		$70.37	ICB
D0685	D1685	685	CLMTFLXADS0	MTVRFLXARS0	Clermont	Montverde		$156.36	$2,681.08
D0116	D1116	116	CLMTFLXADS0	OCALFLXADS0	Clermont	Ocala		$197.44	$4,651.84
D0169	D1169	169	CLMTFLXADS0	TVRSFLXADS0	Clermont	Tavares		$104.40	$2,046.76
D0334	D1334	334	CLMTFLXADS0	UMTLFLXARS0	Clermont	Umatilla		$168.54	$2,966.01

DEDICATED TRANSPORT RATE SUMMARY — FLORIDA

Key Codes			Route (CLLI to CLLI)		Route (Exchange to Exchange)		Non-Impaired Routes	Dedicated DS1 Rate	Dedicated DS3 Rate
DS1	DS3	Rate Band	Originating	Terminating	Originating	Terminating			
** Routes meet the FCC TRRO non-impaired threshold criteria for DS1 and DS3.									
*** Routes meet the FCC TRRO non-impaired threshold criteria for DS3 only.									
D0320	D1320	320	CLMTFLXADS0	WNDRFLXARS0	Clermont	Windermere		$194.41	$3,690.55
D0170	D1170	170	CLMTFLXADS0	WNGRFLXADS0	Clermont	Winter Garden		$188.96	$3,537.91
D0141	D1141	141	CLMTFLXADS0	WNPKFLXADS1	Clermont	Winter Park		$303.08	ICB
D0821	D1821	821	CLTNFLXARS0	CYLKFLXADS0	Clewiston	Cypress Lake		$447.53	$9,901.37
D0452	D1452	452	CLTNFLXARS0	FTMYFLXADS0	Clewiston	Fort Myers		$296.39	$6,545.96
D0283	D1283	283	CLTNFLXARS0	LBLLFLXADS0	Clewiston	LaBelle		$100.99	$1,951.11
D0427	D1427	427	CLTNFLXARS0	MRHNFLXARS0	Clewiston	Moore Haven		$100.99	$1,951.11
D0261	D1261	261	CPCRFLXADS0	CPCRFLXBDS1	Cape Coral	North Cape Coral		$66.82	$994.55
D0647	D1647	647	CPCRFLXADS0	CYLKFLXADS0	Cape Coral	Cypress Lake		$66.82	$994.55
D0820	D1820	820	CPCRFLXADS0	CYLKFLXBRS0	Cape Coral	Regional Airport		$139.39	$2,149.89
D0308	D1308	308	CPCRFLXADS0	FTMBFLXADS0	Cape Coral	Fort Myers Beach		$168.76	$2,972.12
D0146	D1146	146	CPCRFLXADS0	FTMYFLXADS0	Cape Coral	Fort Myers		$66.82	$994.55
D0260	D1260	260	CPCRFLXADS0	FTMYFLXBDS0	Cape Coral	East Fort Myers		$243.11	$5,054.15
D0070	D1070	70	CPCRFLXADS0	FTMYFLXCDS2	Cape Coral	South Fort Myers		$66.82	$994.55
D0421	D1421	421	CPCRFLXADS0	LHACFLXADS0	Cape Coral	Lehigh Acres		$243.11	$5,054.15
D0262	D1262	262	CPCRFLXADS0	NFMYFLXADS0	Cape Coral	North Fort Myers		$66.82	$994.55
D0422	D1422	422	CPCRFLXADS0	PNGRFLXADS1	Cape Coral	Punta Gorda		$308.02	$6,871.60
D0309	D1309	309	CPCRFLXADS0	PNISFLXADS0	Cape Coral	Pine Island		$168.76	$2,972.12
D0310	D1310	310	CPCRFLXADS0	SNISFLXADS0	Cape Coral	Sanibel-Captiva Islands		$168.76	$2,972.12
D0263	D1263	263	CPCRFLXBDS1	CYLKFLXADS0	North Cape Coral	Cypress Lake		$66.82	$994.55
D0420	D1420	420	CPCRFLXBDS1	CYLKFLXBRS0	North Cape Coral	Regional Airport		$139.39	$2,149.89
D0311	D1311	311	CPCRFLXBDS1	FTMBFLXADS0	North Cape Coral	Fort Myers Beach		$168.76	$2,972.12
D0266	D1266	266	CPCRFLXBDS1	FTMYFLXADS0	North Cape Coral	Fort Myers		$66.82	$994.55
D0264	D1264	264	CPCRFLXBDS1	FTMYFLXBDS0	North Cape Coral	East Fort Myers		$243.11	$5,054.15
D0495	D1495	495	CPCRFLXBDS1	LHACFLXADS0	North Cape Coral	Lehigh Acres		$243.11	$5,054.15
D0268	D1268	268	CPCRFLXBDS1	NFMYFLXADS0	North Cape Coral	North Fort Myers		$66.82	$994.55
D0844	D1844	844	CPCRFLXBDS1	NPLSFLXDDS0	North Cape Coral	Naples Moorings		$217.96	$4,349.96
D0506	D1506	506	CPCRFLXBDS1	PNGRFLXADS1	North Cape Coral	Punta Gorda		$308.02	$6,871.60
D0312	D1312	312	CPCRFLXBDS1	PNISFLXADS0	North Cape Coral	Pine Island		$168.76	$2,972.12
D0313	D1313	313	CPCRFLXBDS1	SNISFLXADS0	North Cape Coral	Sanibel-Captiva Islands		$168.76	$2,972.12
D0424	D1424	424	CPHZFLXADS0	PNGRFLXADS1	Cape Haze	Punta Gorda		$306.06	$6,816.65
D0423	D1423	423	CPHZFLXADS0	PTCTFLXADS0	Cape Haze	Port Charlotte		$64.86	$939.60
D0316	D1316	316	CRRVFLXADS0	HMSPFLXARS0	Crystal River	Homosassa Springs		$82.16	$1,423.98
D0317	D1317	317	CRRVFLXADS0	INVRFLXADS0	Crystal River	Inverness		$82.16	$1,423.98
D0481	D1481	481	CRRVFLXADS0	LDLKFLXARS0	Crystal River	Lady Lake		$298.57	ICB
D0434	D1434	434	CRVWFLXADS0	DESTFLXADS0	Crestview	Destin		$151.57	$3,367.62
D0008	D1008	8	CRVWFLXADS0	DFSPFLXADS0	Crestview	DeFuniak Springs		$151.57	$3,367.62
D0795	D1795	795	CRVWFLXADS0	FTWBFLXADS0	Crestview	Fort Walton Beach		$151.57	$3,367.62
D0435	D1435	435	CRVWFLXADS0	SHLMFLXADS0	Crestview	Shalimar		$206.26	$4,022.29
D0436	D1436	436	CRVWFLXADS0	VLPRFLXADS0	Crestview	Valparaiso-Niceville		$151.57	$3,367.62
D0163	D1163	163	CSLBFLXADS1	GLRDFLXADS0	Casselberry	Goldenrod		$63.04	$888.72
D0839	D1839	839	CSLBFLXADS1	KSSMFLXADS0	Casselberry	Kissimmee		$184.24	$3,405.62
D0787	D1787	787	CSLBFLXADS1	KSSMFLXCDS1	Casselberry	Reedy Creek		$252.01	$4,426.63
D0247	D1247	247	CSLBFLXADS1	LKBRFLXADS1	Casselberry	Lake Brantley		$133.94	$1,997.25
D0248	D1248	248	CSLBFLXADS1	MTLDFLXADS1	Casselberry	Maitland		$133.94	$1,997.25
D0696	D1696	696	CSLBFLXADS1	MTVRFLXARS0	Casselberry	Montverde		$238.20	$4,039.94
D0319	D1319	319	CSLBFLXADS1	WNDRFLXARS0	Casselberry	Windermere		$189.69	$3,558.26
D0249	D1249	249	CSLBFLXADS1	WNGRFLXADS0	Casselberry	Winter Garden		$184.24	$3,405.62
D0164	D1164	164	CSLBFLXADS1	WNPKFLXADS1	Casselberry	Winter Park		$63.04	$888.72
D0428	D1428	428	CTDLFLXARS0	GDRGFLXADS0	Cottondale	Grand Ridge		$138.45	$2,123.43
D0429	D1429	429	CTDLFLXARS0	GNWDFLXARS0	Cottondale	Greenwood		$134.30	$2,007.42
D0430	D1430	430	CTDLFLXARS0	MALNFLXARS0	Cottondale	Malone		$134.30	$2,007.42
D0171	D1171	171	CTDLFLXARS0	MRNNFLXADS0	Cottondale	Marianna		$77.29	$1,287.63
D0431	D1431	431	CTDLFLXARS0	SNDSFLXARS0	Cottondale	Sneads		$138.45	$2,123.43
D0106	D1106	106	CYLKFLXADS0	CYLKFLXBRS0	Cypress Lake	Regional Airport		$174.50	$3,132.90
D0058	D1058	58	CYLKFLXADS0	FTMBFLXADS0	Cypress Lake	Fort Myers Beach		$101.93	$1,977.56
D0006	D1006	6	CYLKFLXADS0	FTMYFLXADS0	Cypress Lake	Fort Myers		$176.29	$4,059.59
D0560	D1560	560	CYLKFLXADS0	FTMYFLXBDS0	Cypress Lake	East Fort Myers		$176.29	$4,059.59
D0172	D1172	172	CYLKFLXADS0	FTMYFLXCDS2	Cypress Lake	South Fort Myers		$101.93	$1,977.56
D0822	D1822	822	CYLKFLXADS0	IMKLFLXARS0	Cypress Lake	Immokalee		$151.14	$3,355.41
D0173	D1173	173	CYLKFLXADS0	LHACFLXADS0	Cypress Lake	Lehigh Acres		$176.29	$4,059.59
D0823	D1823	823	CYLKFLXADS0	MOISFLXADS0	Cypress Lake	Marco Island		$223.70	$4,510.74
D0824	D1824	824	CYLKFLXADS0	MRHNFLXARS0	Cypress Lake	Marianna		$308.02	$6,871.60
D0059	D1059	59	CYLKFLXADS0	NFMYFLXADS0	Cypress Lake	North Fort Myers		$101.93	$1,977.56
D0060	D1060	60	CYLKFLXADS0	PNISFLXADS0	Cypress Lake	Pine Island		$101.93	$1,977.56
D0061	D1061	61	CYLKFLXADS0	SNISFLXADS0	Cypress Lake	Sanibel-Captiva Islands		$101.93	$1,977.56
D0764	D1764	764	CYLKFLXBRS0	FTMYFLXADS0	Regional Airport	Fort Myers		$72.57	ICB
D0449	D1449	449	CYLKFLXBRS0	FTMYFLXBDS0	Regional Airport	East Fort Myers		$248.85	$5,214.93
D0219	D1219	219	CYLKFLXBRS0	FTMYFLXCDS2	Regional Airport	South Fort Myers		$174.50	$3,132.90
D0509	D1509	509	CYLKFLXBRS0	NNPLFLXADS1	Regional Airport	North Naples		$160.06	ICB
D0842	D1842	842	DDCYFLXADS1	INVRFLXADS0	Dade City	Inverness		$197.44	$4,651.84
D0175	D1175	175	DDCYFLXADS1	SNANFLXARS0	Dade City	San Antonio		$63.34	$896.86

DEDICATED TRANSPORT RATE SUMMARY — FLORIDA

Key Codes			Route (CLLI to CLLI)		Route (Exchange to Exchange)		Non-Impaired Routes	Dedicated DS1 Rate	Dedicated DS3 Rate
DS1	DS3	Rate Band	Originating	Terminating	Originating	Terminating			
** Routes meet the FCC TRRO non-impaired threshold criteria for DS1 and DS3.									
*** Routes meet the FCC TRRO non-impaired threshold criteria for DS3 only.									
D0176	D1176	176	DDCYFLXADS1	TLCHFLXARS0	Dade City	Tritacoochee		$63.34	$896.86
D0445	D1445	445	DESTFLXADS0	DFSPFLXADS0	Destin	DeFuniak Springs		$151.57	$3,367.62
D0446	D1446	446	DESTFLXADS0	FRPTFLXARS0	Destin	Freeport		$151.57	$3,367.62
D0178	D1178	178	DESTFLXADS0	FTWBFLXADS0	Destin	Fort Walton Beach		$151.57	$3,367.62
D0447	D1447	447	DESTFLXADS0	GLDLFLXARS0	Destin	Glendale		$205.68	$4,006.01
D0448	D1448	448	DESTFLXADS0	PNLNFLXARS0	Destin	Ponce de Leon		$205.53	$4,001.94
D0079	D1079	79	DESTFLXADS0	SGBHFLXARS0	Destin	Seagrove Beach		$151.57	$3,367.62
D0180	D1180	180	DESTFLXADS0	SHLMFLXADS0	Destin	Shalimar		$206.26	$4,022.29
D0179	D1179	179	DESTFLXADS0	SNRSFLXARS0	Destin	Santa Rosa Beach		$151.57	$3,367.62
D0181	D1181	181	DESTFLXADS0	VLPRFLXADS0	Destin	Valparaiso-Niceville		$151.57	$3,367.62
D0177	D1177	177	DFSPFLXADS0	FRPTFLXARS0	DeFuniak Springs	Freeport		$151.57	$3,367.62
D0438	D1438	438	DFSPFLXADS0	FTWBFLXADS0	DeFuniak Springs	Fort Walton Beach		$151.57	$3,367.62
D0238	D1238	238	DFSPFLXADS0	GLDLFLXARS0	DeFuniak Springs	Glendale		$54.10	$638.39
D0239	D1239	239	DFSPFLXADS0	PNLNFLXARS0	DeFuniak Springs	Ponce de Leon		$53.96	$634.32
D0439	D1439	439	DFSPFLXADS0	RYHLFLXARS0	DeFuniak Springs	Reynolds Hill		$218.64	$3,492.47
D0441	D1441	441	DFSPFLXADS0	SGBHFLXARS0	DeFuniak Springs	Seagrove Beach		$151.57	$3,367.62
D0442	D1442	442	DFSPFLXADS0	SHLMFLXADS0	DeFuniak Springs	Shalimar		$206.26	$4,022.29
D0440	D1440	440	DFSPFLXADS0	SNRSFLXARS0	DeFuniak Springs	Santa Rosa Beach		$151.57	$3,367.62
D0443	D1443	443	DFSPFLXADS0	VLPRFLXADS0	DeFuniak Springs	Valparaiso-Niceville		$151.57	$3,367.62
D0444	D1444	444	DFSPFLXADS0	WSTVFLXARS0	DeFuniak Springs	Westville		$167.81	$2,945.66
D0789	D1789	789	ESTSFLXARS0	GVLDFLXARS0	Eustis	Groveland		$301.84	$6,698.60
D0343	D1343	343	ESTSFLXARS0	HOWYFLXARS0	Eustis	Howey-in-the-Hills		$162.14	$2,786.91
D0296	D1296	296	ESTSFLXARS0	LDLKFLXARS0	Eustis	Lady Lake		$202.12	$3,906.28
D0185	D1185	185	ESTSFLXARS0	LSBGFLXADS1	Eustis	Leesburg		$104.40	$2,046.76
D0186	D1186	186	ESTSFLXARS0	MTDRFLXARS0	Eustis	Mt. Dora		$104.40	$2,046.76
D0344	D1344	344	ESTSFLXARS0	MTVRFLXARS0	Eustis	Montverde		$158.36	$2,681.08
D0512	D1512	512	ESTSFLXARS0	OKLWFLXADS0	Eustis	Ocklawaha		$389.29	$8,018.79
D0187	D1187	187	ESTSFLXARS0	TVRSFLXADS0	Eustis	Tavares		$104.40	$2,046.76
D0188	D1188	188	ESTSFLXARS0	UMTLFLXARS0	Eustis	Umatilla		$168.54	$2,966.01
D0826	D1826	826	ESTSFLXARS0	WNGRFLXADS0	Eustis	Winter Garden		$104.40	$2,046.76
D0828	D1828	828	EVRGFLXARS0	FTMYFLXCDS2	Everglades	South Fort Myers		$243.11	$5,054.15
D0827	D1827	827	EVRGFLXARS0	MDISFLXADS0	Everglades	Marco Island		$176.29	$4,059.59
D0450	D1450	450	EVRGFLXARS0	NPLSFLXCDS0	Everglades	Naples Southeast		$176.29	$4,059.59
D0456	D1456	456	FRPTFLXARS0	FTWBFLXADS0	Freeport	Fort Walton Beach		$151.57	$3,367.62
D0458	D1458	458	FRPTFLXARS0	GLDLFLXARS0	Freeport	Glendale		$205.68	$4,006.01
D0459	D1459	459	FRPTFLXARS0	PNLNFLXARS0	Freeport	Ponce de Leon		$205.53	$4,001.94
D0461	D1461	461	FRPTFLXARS0	SGBHFLXARS0	Freeport	Seagrove Beach		$151.57	$3,367.62
D0460	D1460	460	FRPTFLXARS0	SNRSFLXARS0	Freeport	Santa Rosa Beach		$151.57	$3,367.62
D0462	D1462	462	FRPTFLXARS0	VLPRFLXADS0	Freeport	Valparaiso-Niceville		$151.57	$3,367.62
D0068	D1068	68	FTMBFLXADS0	FTMYFLXADS0	Fort Myers Beach	Fort Myers		$101.93	$1,977.56
D0062	D1062	62	FTMBFLXADS0	FTMYFLXBDS0	Fort Myers Beach	East Fort Myers		$278.22	$6,037.16
D0078	D1078	78	FTMBFLXADS0	NFMYFLXADS0	Fort Myers Beach	North Fort Myers		$101.93	$1,977.56
D0455	D1455	455	FTMBFLXADS0	NNPLFLXADS1	Fort Myers Beach	North Naples		$278.22	$6,037.16
D0454	D1454	454	FTMBFLXADS0	NPLSFLXCDS0	Fort Myers Beach	Naples Southeast		$278.22	$6,037.16
D0081	D1081	81	FTMBFLXADS0	PNISFLXADS0	Fort Myers Beach	Pine Island		$101.93	$1,977.56
D0082	D1082	82	FTMBFLXADS0	SNISFLXADS0	Fort Myers Beach	Sanibel-Captiva Islands		$101.93	$1,977.56
D0829	D1829	829	FTMDFLXARS0	SBNGFLXADS1	Fort Meade	Sebring		$254.16	$5,363.50
D0182	D1182	182	FTMYFLXADS0	FTMYFLXBDS0	Fort Myers	East Fort Myers		$176.29	$4,059.59
D0066	D1066	66	FTMYFLXADS0	FTMYFLXCDS2	Fort Myers	South Fort Myers		$66.82	$994.55
D0453	D1453	453	FTMYFLXADS0	IMKLFLXARS0	Fort Myers	Immokalee		$176.29	$4,059.59
D0089	D1089	89	FTMYFLXADS0	LBLLFLXADS0	Fort Myers	LaBelle		$241.19	$5,877.04
D0189	D1189	189	FTMYFLXADS0	LHACFLXADS0	Fort Myers	Lehigh Acres		$176.29	$4,059.59
D0267	D1267	267	FTMYFLXADS0	NFMYFLXADS0	Fort Myers	North Fort Myers		$101.93	$1,977.56
D0138	D1138	138	FTMYFLXADS0	NFMYFLXBRS0	Fort Myers	Suncoast		$150.29	$2,455.17
D0382	D1382	382	FTMYFLXADS0	NNPLFLXADS1	Fort Myers	North Naples		$176.29	$4,059.59
D0121	D1121	121	FTMYFLXADS0	NPLSFLXCDS0	Fort Myers	Naples Southeast		$176.29	$4,059.59
D0301	D1301	301	FTMYFLXADS0	NPLSFLXDDS0	Fort Myers	Naples Moorings	***	$176.29	$4,668.53
D0381	D1381	381	FTMYFLXADS0	OKCBFLXADS0	Fort Myers	Okeechobee		$241.19	$5,877.04
D0378	D1378	378	FTMYFLXADS0	PNGRFLXADS1	Fort Myers	Punta Gorda		$241.19	$5,877.04
D0074	D1074	74	FTMYFLXADS0	PNISFLXADS0	Fort Myers	Pine Island		$101.93	$1,977.56
D0765	D1765	765	FTMYFLXADS0	PTCTFLXADS0	Fort Myers	Port Charlotte		$195.40	$4,594.86
D0380	D1380	380	FTMYFLXADS0	SBNGFLXADS1	Fort Myers	Sebring		$195.40	$4,594.86
D0088	D1088	88	FTMYFLXADS0	SCPKFLXARS0	Fort Myers	San Carlos Park/Cypress Lake		$66.82	$994.55
D0077	D1077	77	FTMYFLXADS0	SNISFLXADS0	Fort Myers	Sanibel-Captiva Islands		$101.93	$1,977.56
D0184	D1184	184	FTMYFLXBDS0	FTMYFLXCDS2	East Fort Myers	South Fort Myers		$278.22	$6,037.16
D0183	D1183	183	FTMYFLXBDS0	LHACFLXADS0	East Fort Myers	Lehigh Acres		$176.29	$4,059.59
D0265	D1265	265	FTMYFLXBDS0	NFMYFLXADS0	East Fort Myers	North Fort Myers		$278.22	$6,037.16
D0825	D1825	825	FTMYFLXBDS0	NPLSFLXDDS0	East Fort Myers	Naples Moorings		$151.14	$3,355.41
D0063	D1063	63	FTMYFLXBDS0	PNISFLXADS0	East Fort Myers	Pine Island		$278.22	$6,037.16
D0064	D1064	64	FTMYFLXBDS0	SNISFLXADS0	East Fort Myers	Sanibel-Captiva Islands		$278.22	$6,037.16
D0134	D1134	134	FTMYFLXCDS2	LHACFLXADS0	South Fort Myers	Lehigh Acres		$94.45	ICB
D0752	D1752	752	FTMYFLXCDS2	NNPLFLXADS1	South Fort Myers	North Naples		$243.11	$5,054.15

DEDICATED TRANSPORT RATE SUMMARY — FLORIDA

Key Codes			Route (CLLI) to CLLI		Route (Exchange to Exchange)		Non-Impaired Routes	Dedicated DS1 Rate	Dedicated DS3 Rate
DS1	DS3	Rate Band	Originating	Terminating	Originating	Terminating			
** Routes meet the FCC TRRO non-impaired threshold criteria for DS1 and DS3.									
*** Routes meet the FCC TRRO non-impaired threshold criteria for DS3 only.									
D0072	D1072	72	FTMYFLXCDS2	PTCTFLXADS0	South Fort Myers	Port Charlotte		$109.11	ICB
D0009	D1009	9	FTMYFLXCDS2	NPLSFLXDDS0	South Fort Myers	Naples Moorings		$217.96	$4,349.96
D0128	D1128	128	FTMYFLXCDS2	SNISFLXADS0	South Fort Myers	Sanibel-Captiva Islands		$130.73	ICB
D0457	D1457	457	FTWBFLXADS0	SGBHFLXARS0	Fort Walton Beach	Seagrove Beach		$206.26	$4,022.29
D0190	D1190	190	FTWBFLXADS0	SHLMFLXADS0	Fort Walton Beach	Shalimar		$151.57	$3,367.62
D0290	D1290	290	FTWBFLXADS0	SNRSFLXARS0	Fort Walton Beach	Santa Rosa Beach		$206.26	$4,022.29
D0191	D1191	191	FTWBFLXADS0	VLPRFLXADS0	Fort Walton Beach	Valparaiso-Niceville		$151.57	$3,367.62
D0468	D1468	468	GDRGFLXADS0	GNWDFLXARS0	Grand Ridge	Greenwood		$118.17	$1,555.61
D0469	D1469	469	GDRGFLXADS0	MALNFLXARS0	Grand Ridge	Malone		$118.17	$1,555.61
D0200	D1200	200	GDRGFLXADS0	MRNNFLXADS0	Grand Ridge	Marianna		$61.15	$835.81
D0201	D1201	201	GDRGFLXADS0	SNDSFLXARS0	Grand Ridge	Sneads		$61.15	$835.81
D0463	D1463	463	GLDLFLXARS0	PNLNFLXARS0	Glendale	Ponce de Leon		$108.06	$1,272.71
D0465	D1465	465	GLDLFLXARS0	SGBHFLXARS0	Glendale	Seagrove Beach		$205.68	$4,006.01
D0464	D1464	464	GLDLFLXARS0	SNRSFLXARS0	Glendale	Santa Rosa Beach		$205.68	$4,006.01
D0466	D1466	466	GLDLFLXARS0	VLPRFLXADS0	Glendale	Valparaiso-Niceville		$205.68	$4,006.01
D0195	D1195	195	GLGCFLXADS0	MOISFLXADS0	Golden Gate	Marco Island		$176.29	$4,059.59
D0199	D1199	199	GLGCFLXADS0	NNPLFLXADS1	Golden Gate	North Naples		$176.29	$4,059.59
D0196	D1196	196	GLGCFLXADS0	NPLSFLXCDS0	Golden Gate	Naples Southeast		$176.29	$4,059.59
D0562	D1562	562	GLGCFLXADS0	NPLSFLXDDS0	Golden Gate	Naples Moorings		$176.29	$4,059.59
D0388	D1388	388	GLRDFLXADS0	KSSMFLXADS0	Goldenrod	Kissimmee		$184.24	$3,405.62
D0321	D1321	321	GLRDFLXADS0	KSSMFLXCDS1	Goldenrod	Reedy Creek		$252.01	$4,426.63
D0250	D1250	250	GLRDFLXADS0	LKBRFLXADS1	Goldenrod	Lake Brantley	***	$133.94	*$2,296.84*
D0251	D1251	251	GLRDFLXADS0	MTLDFLXADS1	Goldenrod	Maitland	***	$133.94	*$2,296.84*
D0697	D1697	697	GLRDFLXADS0	MTVRFLXARS0	Goldenrod	Montverde		$238.20	$4,039.94
D0322	D1322	322	GLRDFLXADS0	WNDRFLXARS0	Goldenrod	Windermere		$189.69	$3,558.26
D0252	D1252	252	GLRDFLXADS0	WNGRFLXADS0	Goldenrod	Winter Garden		$184.24	$3,405.62
D0384	D1384	384	GLRDFLXADS0	WNPKFLXADS1	Goldenrod	Winter Park	***	$63.04	*$1,022.03*
D0769	D1769	769	GLRDFLXADS0	WNPKFLXE03T	Goldenrod	Winter Park Toll Center		$133.94	$1,997.25
D0323	D1323	323	GNVLFLXARS0	LEE FLXARS0	Greenville	Lee		$305.43	$5,922.52
D0240	D1240	240	GNVLFLXARS0	MDSNFLXADS0	Greenville	Madison		$254.89	$5,383.85
D0273	D1273	273	GNVLFLXARS0	MNTIFLXADS0	Greenville	Monticello		$254.89	$5,383.85
D0272	D1272	272	GNVLFLXARS0	TLHSFLXADS0	Greenville	Calhoun		$254.89	$5,383.85
D0202	D1202	202	GNWDFLXARS0	MALNFLXARS0	Greenwood	Malone		$57.01	$719.80
D0203	D1203	203	GNWDFLXARS0	MRNNFLXADS0	Greenwood	Marianna		$57.01	$719.80
D0470	D1470	470	GNWDFLXARS0	SNDSFLXARS0	Greenwood	Sneads		$118.17	$1,555.61
D0796	D1796	796	GVLDFLXARS0	HOWYFLXARS0	Groveland	Howey-in-the-Hills		$255.18	$5,391.99
D0336	D1336	336	GVLDFLXARS0	LDLKFLXARS0	Groveland	Lady Lake		$403.48	$8,668.03
D0274	D1274	274	GVLDFLXARS0	LSBGFLXADS1	Groveland	Leesburg		$197.44	$4,651.84
D0325	D1325	325	GVLDFLXARS0	MTDRFLXARS0	Groveland	Mt. Dora		$301.84	$6,698.60
D0800	D1800	800	GVLDFLXARS0	MTVRFLXARS0	Groveland	Montverde		$355.80	$7,332.92
D0326	D1326	326	GVLDFLXARS0	TVRSFLXADS0	Groveland	Tavares		$301.84	$6,698.60
D0363	D1363	363	GVLDFLXARS0	UMTLFLXARS0	Groveland	Umatilla		$365.97	$7,617.85
D0472	D1472	472	GVLDFLXARS0	WNDRFLXARS0	Groveland	Windermere		$432.41	$9,478.04
D0473	D1473	473	GVLDFLXARS0	WNGRFLXADS0	Groveland	Winter Garden		$305.76	$6,808.51
D0111	D1111	111	GVLDFLXARS0	WNPKFLXADS1	Groveland	Winter Park		$426.96	$9,325.40
D0318	D1318	318	HMSPFLXARS0	INVRFLXADS0	Homosassa Springs	Inverness		$82.16	$1,423.98
D0353	D1353	353	HOWYFLXARS0	LDLKFLXARS0	Howey-In-The-Hills	Lady Lake		$263.78	$4,756.34
D0345	D1345	345	HOWYFLXARS0	LSBGFLXADS1	Howey-In-The-Hills	Leesburg		$57.74	$740.15
D0346	D1346	346	HOWYFLXARS0	MTDRFLXARS0	Howey-In-The-Hills	Mt. Dora		$162.14	$2,786.91
D0802	D1802	802	HOWYFLXARS0	MTVRFLXARS0	Howey-In-The-Hills	Montverde		$216.10	$3,421.23
D0347	D1347	347	HOWYFLXARS0	TVRSFLXADS0	Howey-In-The-Hills	Tavares		$162.14	$2,786.91
D0366	D1366	366	HOWYFLXARS0	UMTLFLXARS0	Howey-In-The-Hills	Umatilla		$226.28	$3,706.16
D0477	D1477	477	HOWYFLXARS0	WLWDFLXARS0	Howey-In-The-Hills	Wildwood		$155.45	$2,599.67
D0478	D1478	478	IMKLFLXARS0	LBLLFLXADS0	Immokalee	LaBelle		$417.48	$9,936.64
D0479	D1479	479	IMKLFLXARS0	NPLSFLXCDS0	Immokalee	Naples Southeast		$176.29	$4,059.59
D0661	D1661	661	IMKLFLXARS0	NPLSFLXDDS0	Immokalee	Naples Moorings		$151.14	$3,355.41
D0075	D1075	75	INVRFLXADS0	OCALFLXADS0	Inverness	Ocala		$197.44	$4,651.84
D0340	D1340	340	KGLKFLXARS0	LWTYFLXARS0	Kingsley Lake	Lawtey		$58.32	$756.43
D0341	D1341	341	KGLKFLXARS0	STRKFLXADS0	Kingsley Lake	Starke		$58.32	$756.43
D0275	D1275	275	KNVLFLXARS0	KSSMFLXADS0	Kenansville	Kissimmee		$211.83	$5,054.82
D0788	D1788	788	KNVLFLXARS0	KSSMFLXBDS1	Kenansville	West Kissimmee		$333.02	$7,571.71
D0276	D1276	276	KNVLFLXARS0	STCDFLXARS0	Kenansville	St. Cloud		$211.83	$5,054.82
D0085	D1085	85	KSSMFLXADS0	KSSMFLXBDS1	Kissimmee	West Kissimmee		$121.19	$2,516.90
D0480	D1480	480	KSSMFLXADS0	KSSMFLXCDS1	Kissimmee	Reedy Creek		$188.96	$3,537.91
D0114	D1114	114	KSSMFLXADS0	KSSMFLXDRS0	Kissimmee	Buenaventura Lakes		$146.32	$2,782.16
D0133	D1133	133	KSSMFLXADS0	LKBRFLXADS1	Kissimmee	Lake Brantley		$192.09	$3,625.42
D0841	D1841	841	KSSMFLXADS0	LSBGFLXADS1	Kissimmee	Leesburg		$225.59	$4,563.66
D0277	D1277	277	KSSMFLXADS0	STCDFLZARS0	Kissimmee	St. Cloud		$211.83	$5,054.82
D0830	D1830	830	KSSMFLXADS0	WNGRFLXADS0	Kissimmee	Winter Garden		$57.79	ICB
D0094	D1094	94	KSSMFLXADS0	WNPKFLXADS1	Kissimmee	Winter Park		$121.19	$2,516.90
D0772	D1772	772	KSSMFLXADS0	WNPKFLXE03T	Kissimmee	Winter Park Toll Center		$184.24	$3,405.62
D0230	D1230	230	KSSMFLXBDS1	KSSMFLXCDS1	West Kissimmee	Reedy Creek		$67.77	$1,021.01

DEDICATED TRANSPORT RATE SUMMARY — FLORIDA

Key Codes			Route (CLLI to CLLI)		Route (Exchange to Exchange)		Non-Impaired Routes	Dedicated DS1 Rate	Dedicated DS3 Rate
DS1	DS3	Rate Band	Originating	Terminating	Originating	Terminating			
** Routes meet the FCC TRRO non-impaired threshold criteria for DS1 and DS3.									
*** Routes meet the FCC TRRO non-impaired threshold criteria for DS3 only.									
D0083	D1083	83	KSSMFLXBDS1	KSSMFLXDRS0	West Kissimmee	Buenaventura Lakes		$170.64	$3,025.03
D0109	D1109	109	KSSMFLXBDS1	LKBRFLXADS1	West Kissimmee	Lake Brantley		$192.09	$3,625.42
D0776	D1776	776	KSSMFLXBDS1	MTLDFLXADS1	West Kissimmee	Maitland		$192.09	$3,625.42
D0110	D1110	110	KSSMFLXBDS1	STCDFLXARS0	West Kissimmee	St. Cloud		$121.19	$2,516.90
D0084	D1084	84	KSSMFLXBDS1	WNDRFLXARS0	West Kissimmee	Windermere		$58.38	ICB
D0095	D1095	95	KSSMFLXBDS1	WNPKFLXADS1	West Kissimmee	Winter Park		$121.19	$2,516.90
D0773	D1773	773	KSSMFLXBDS1	WNPKFLXE03T	West Kissimmee	Winter Park Toll Center		$184.24	$3,405.62
D0304	D1304	304	KSSMFLXCDS1	LKBRFLXADS1	Reedy Creek	Lake Brantley		$259.86	$4,646.43
D0306	D1306	306	KSSMFLXCDS1	MTLDFLXADS1	Reedy Creek	Maitland		$259.86	$4,646.43
D0799	D1799	799	KSSMFLXCDS1	MTVRFLXARS0	Reedy Creek	Montverde		$230.06	$3,811.99
D0294	D1294	294	KSSMFLXCDS1	WNDRFLXARS0	Reedy Creek	Windermere		$194.41	$3,690.55
D0218	D1218	218	KSSMFLXCDS1	WNGRFLXADS0	Reedy Creek	Winter Garden		$188.96	$3,537.91
D0255	D1255	255	KSSMFLXCDS1	WNPKFLXADS1	Reedy Creek	Winter Park		$188.96	$3,537.91
D0149	D1149	149	KSSMFLXDRS0	WNPKFLXAPS0	Buenaventura Lakes	Winter Park		$170.64	$3,025.03
D0832	D1832	832	LBLLFLXADS0	MRNNFLXADS0	LaBelle	Marianna		$241.19	$5,877.04
D0224	D1224	224	LDLKFLXARS0	LSBGFLXADS1	Lady Lake	Leesburg		$206.04	$4,016.19
D0297	D1297	297	LDLKFLXARS0	MTDRFLXARS0	Lady Lake	Mt. Dora		$202.12	$3,906.28
D0361	D1361	361	LDLKFLXARS0	MTVRFLXARS0	Lady Lake	Monteverde		$256.08	$4,540.60
D0487	D1487	487	LDLKFLXARS0	OCALFLXADS0	Lady Lake	Ocala		$403.48	$8,668.03
D0475	D1475	475	LDLKFLXARS0	OCALFLXCRS0	Lady Lake	Highlands		$490.29	$10,222.27
D0451	D1451	451	LDLKFLXARS0	OCNFFLXARS0	Lady Lake	Forest		$560.90	$11,322.65
D0483	D1483	483	LDLKFLXARS0	OKLWFLXADS0	Lady Lake	Ocklawaha		$280.57	$5,226.47
D0489	D1489	489	LDLKFLXARS0	SSPRFLXARS0	Lady Lake	Salt Springs		$490.29	$10,222.27
D0484	D1484	484	LDLKFLXARS0	SVSSFLXARS0	Lady Lake	Silver Springs Shores		$280.57	$5,226.47
D0298	D1298	298	LDLKFLXARS0	TVRSFLXADS0	Lady Lake	Tavares		$202.12	$3,906.28
D0359	D1359	359	LDLKFLXARS0	UMTLFLXARS0	Lady Lake	Umatilla		$268.25	$4,825.53
D0485	D1485	485	LDLKFLXARS0	WLWDFLXARS0	Lady Lake	Wildwood		$206.04	$4,016.19
D0784	D1784	784	LEE FLXARS0	MDSNFLXADS0	Lee	Madison		$50.54	$538.66
D0076	D1076	76	LHACFLXADS0	NFMYFLXADS0	Lehigh Acres	North Fort Myers		$278.22	$6,037.16
D0086	D1086	86	LKBRFLXADS1	MTLDFLXADS1	Lake Brantley	Maitland	***	$70.89	*$1,274.81*
D0692	D1692	692	LKBRFLXADS1	MTVRFLXARS0	Lake Brantley	Montverde		$229.26	$3,789.61
D0305	D1305	305	LKBRFLXADS1	WNDRFLXARS0	Lake Brantley	Windermere		$197.54	$3,778.96
D0228	D1228	228	LKBRFLXADS1	WNGRFLXADS0	Lake Brantley	Winter Garden		$192.09	$3,625.42
D0386	D1386	386	LKBRFLXADS1	WNPKFLXADS1	Lake Brantley	Winter Park	***	$70.89	*$1,274.81*
D0770	D1770	770	LKBRFLXADS1	WNPKFLXE03T	Lake Brantley	Winter Park Toll Center		$70.89	$1,108.53
D0492	D1492	492	LKHLFLXARS0	ORCYFLXADS0	Lake Helen	Orange City		$49.74	$516.28
D0226	D1226	226	LKPCFLXARS0	SBNGFLXADS1	Lake Placid	Sebring		$55.05	$664.85
D0493	D1493	493	LKPCFLXARS0	SLHLFLXARS0	Lake Placid	Spring Lake		$296.24	$6,541.89
D0205	D1205	205	LSBGFLXADS1	MTDRFLXARS0	Leesburg	Mt. Dora		$104.40	$2,046.76
D0348	D1348	348	LSBGFLXADS1	MTVRFLXARS0	Leesburg	Montverde		$158.36	$2,681.08
D0597	D1597	597	LSBGFLXADS1	OCALFLXADS0	Leesburg	Ocala		$197.44	$4,651.84
D0513	D1513	513	LSBGFLXADS1	OKLWFLXADS0	Leesburg	Ocklawaha		$172.24	$3,069.81
D0206	D1206	206	LSBGFLXADS1	TVRSFLXADS0	Leesburg	Tavares		$104.40	$2,046.76
D0337	D1337	337	LSBGFLXADS1	UMTLFLXARS0	Leesburg	Umatilla		$168.54	$2,966.01
D0102	D1102	102	LSBGFLXADS1	WLWDFLXARS0	Leesburg	Wildwood		$97.72	$1,859.52
D0777	D1777	777	LSBGFLXADS1	WNGRFLXADS0	Leesburg	Winter Garden		$104.40	$2,046.76
D0010	D1010	10	LSBGFLXADS1	WNPKFLXADS1	Leesburg	Winter Park		$175.30	$3,155.29
D0280	D1280	280	LSBGFLXADS1	WNPKFLXE03T	Leesburg	Winter Park Toll Center		$175.30	$3,155.29
D0342	D1342	342	LWTYFLXARS0	STRKFLXADS0	Lawtey	Starke		$58.32	$756.43
D0209	D1209	209	MALNFLXARS0	MRNNFLXADS0	Malone	Marianna		$57.01	$719.80
D0498	D1498	498	MALNFLXARS0	SNDSFLXARS0	Malone	Sneads		$118.17	$1,555.61
D0496	D1496	496	MDSNFLXADS0	MNTIFLXADS0	Madison	Monticello		$188.64	$4,405.58
D0831	D1831	831	MDSNFLXADS0	SNISFLXADS0	Madison	Sanibel-Captiva Islands		$1,120.84	$25,248.32
D0368	D1368	368	MDSNFLXADS0	TLHSFLXADS0	Madison	Calhoun		$188.64	$4,405.58
D0278	D1278	278	MNTIFLXADS0	TLHSFLXADS0	Monticello	Calhoun		$188.64	$4,405.58
D0212	D1212	212	MOISFLXADS0	NNPLFLXADS1	Marco Island	North Naples		$176.29	$4,059.59
D0210	D1210	210	MOISFLXADS0	NPLSFLXCDS0	Marco Island	Naples Southeast		$176.29	$4,059.59
D0564	D1564	564	MOISFLXADS0	NPLSFLXDDS0	Marco Island	Naples Moorings		$176.29	$4,059.59
D0213	D1213	213	MRNNFLXADS0	SNDSFLXARS0	Marianna	Sneads		$61.15	$835.81
D0352	D1352	352	MTDRFLXARS0	MTVRFLXARS0	Mt. Dora	Montverde		$158.36	$2,681.08
D0214	D1214	214	MTDRFLXARS0	TVRSFLXADS0	Mt. Dora	Tavares		$104.40	$2,046.76
D0338	D1338	338	MTDRFLXARS0	UMTLFLXARS0	Mt. Dora	Umatilla		$168.54	$2,966.01
D0833	D1833	833	MTDRFLXARS0	WNGRFLXADS0	Mt. Dora	Winter Garden		$104.40	$2,046.76
D0500	D1500	500	MTDRFLXARS0	WNPKFLXADS1	Mt. Dora	Winter Park		$225.59	$4,563.66
D0693	D1693	693	MTLDFLXADS1	MTVRFLXARS0	Maitland	Montverde		$229.26	$3,789.61
D0307	D1307	307	MTLDFLXADS1	WNDRFLXARS0	Maitland	Windermere		$197.54	$3,778.06
D0229	D1229	229	MTLDFLXADS1	WNGRFLXADS0	Maitland	Winter Garden		$192.09	$3,625.42
D0387	D1387	387	MTLDFLXADS1	WNPKFLXADS1	Maitland	Winter Park	**	*$81.52*	*$1,274.81*
D0771	D1771	771	MTLDFLXADS1	WNPKFLXE03T	Maitland	Winter Park Toll Center		$70.89	$1,108.53
D0349	D1349	349	MTVRFLXARS0	TVRSFLXADS0	Montverde	Tavares		$158.36	$2,681.08
D0350	D1350	350	MTVRFLXARS0	UMTLFLXARS0	Montverde	Umatilla		$222.50	$3,600.33
D0351	D1351	351	MTVRFLXARS0	WNDRFLXARS0	Montverde	Windermere		$180.60	$3,303.86

DEDICATED TRANSPORT RATE SUMMARY — FLORIDA

Key Codes			Route (CLLI to CLLI)		Route (Exchange to Exchange)		Non-Impaired Routes	Dedicated DS1 Rate	Dedicated DS3 Rate
DS1	DS3	Rate Band	Originating	Terminating	Originating	Terminating			
** Routes meet the FCC TRRO non-impaired threshold criteria for DS1 and DS3.									
*** Routes meet the FCC TRRO non-impaired threshold criteria for DS3 only.									
D0241	D1241	241	MTVRFLXARS0	WNGRFLXADS0	Montverde	Winter Garden		$53.96	$634.32
D0790	D1790	790	MTVRFLXARS0	WNPKFLXADS1	Montverde	Winter Park		$175.15	$3,151.22
D0843	D1843	843	NFMYFLXADS0	NPLSFLXDDS0	North Fort Myers	Naples Moorings		$326.58	$6,514.77
D0507	D1507	507	NFMYFLXADS0	PNGRFLXADS1	North Fort Myers	Punta Gorda		$241.19	$5,877.04
D0087	D1087	87	NFMYFLXADS0	PNISFLXADS0	North Fort Myers	Pine Island		$101.93	$1,977.56
D0091	D1091	91	NFMYFLXADS0	SNISFLXADS0	North Fort Myers	Sanibel-Captiva Islands		$101.93	$1,977.56
D0215	D1215	215	NNPLFLXADS1	NPLSFLXCDS0	North Naples	Naples Southeast		$176.29	$4,059.59
D0216	D1216	216	NNPLFLXADS1	NPLSFLXDDS0	North Naples	Naples Moorings		$176.29	$4,059.59
D0566	D1566	566	NPLSFLXCDS0	NPLSFLXDDS0	Naples Southeast	Naples Moorings		$176.29	$4,059.59
D0279	D1279	279	OCALFLXADS0	OCALFLXBDS0	Ocala	Shady Road		$197.44	$4,651.84
D0204	D1204	204	OCALFLXADS0	OCALFLXCRS0	Ocala	Highlands		$86.81	$1,554.24
D0335	D1335	335	OCALFLXADS0	OCNFFLXARS0	Ocala	Forest		$161.34	$2,764.53
D0098	*D1098*	*98*	*OCALFLXADS0*	*OKLWFLXADS0*	*Ocala*	*Ocklawaha*		$74.53	$1,210.29
D0808	D1808	808	OCALFLXADS0	SSPRFLXARS0	Ocala	Salt Springs		$86.81	$1,554.24
D0302	D1302	302	OCALFLXADS0	SVSPFLXARS0	Ocala	Silver Springs		$86.81	$1,554.24
D0099	D1099	99	OCALFLXADS0	SVSSFLXARS0	Ocala	Silver Springs Shores		$74.53	$1,210.29
D0811	D1811	811	OCALFLXADS0	TVRSFLXADS0	Ocala	Tavares		$301.84	$6,698.60
D0511	D1511	511	OCALFLXADS0	WLSTFLXARS0	Ocala	Williston		$258.88	$5,495.79
D0510	D1510	510	OCALFLXADS0	WLWDFLXARS0	Ocala	Wildwood		$295.15	$6,511.36
D0792	D1792	792	OCALFLXBDS0	OCALFLXCRS0	Shady Road	Highlands		$284.25	$6,206.08
D0281	D1281	281	OCALFLXCRS0	OCNFFLXARS0	Highlands	Forest		$161.34	$2,764.53
D0253	D1253	253	OCALFLXCRS0	OKLWFLXADS0	Highlands	Ocklawaha		$161.34	$2,764.53
D0041	D1041	41	OCALFLXCRS0	SSPRFLXARS0	Highlands	Salt Springs		$86.81	$1,554.24
D0254	D1254	254	OCALFLXCRS0	SVSSFLXARS0	Highlands	Silver Springs Shores		$161.34	$2,764.53
D0355	D1355	355	OCNFFLXARS0	OKLWFLXADS0	Forest	Ocklawaha		$161.34	$2,764.53
D0369	D1369	369	OCNFFLXARS0	SSPRFLXARS0	Forest	Salt Springs		$161.34	$2,764.53
D0356	D1356	356	OCNFFLXARS0	SVSSFLXARS0	Forest	Silver Springs Shores		$161.34	$2,764.53
D0515	D1515	515	OKCBFLXADS1	SBNGFLXADS1	Okeechobee	Sebring		$241.19	$5,877.04
D0372	D1372	372	OKLWFLXADS0	SSPRFLXARS0	Ocklawaha	Salt Springs		$161.34	$2,764.53
D0100	D1100	100	OKLWFLXADS0	SVSSFLXARS0	Ocklawaha	Silver Springs Shores		$74.53	$1,210.29
D0514	D1514	514	OKLWFLXADS0	UMTLFLXARS0	Ocklawaha	Umatilla		$440.50	$8,828.14
D0103	D1103	103	ORCYFLXADS0	WNPKFLXADS1	Orange City	Winter Park		$122.24	$1,669.58
D0533	D1533	533	ORCYFLXCDS0	WNPKFLXADS1	Orange City-Deltona La	Winter Park		$171.98	$2,185.85
D0517	D1517	517	PANCFLXARS0	SPCPFLXADS0	Panacea	Sopchoppy		$143.32	$2,259.79
D0518	D1518	518	PANCFLXARS0	STMKFLXARS0	Panacea	St. Marks		$110.24	$1,333.77
D0516	D1516	516	PANCFLXARS0	TLHSFLXADS0	Panacea	Calhoun		$143.32	$2,259.79
D0284	D1284	284	PNGRFLXADS1	PTCTFLXADS0	Punta Gorda	Port Charlotte		$241.19	$5,877.04
D0104	D1104	104	PNISFLXADS0	SNISFLXADS0	Pine Island	Sanibel-Captiva Islands		$101.93	$1,977.56
D0519	D1519	519	PNLSFLXADS0	RYHLFLXARS0	Ponce De Leon	Reynolds Hill		$272.60	$4,126.79
D0521	*D1521*	*521*	*PNLSFLXADS0*	*SGBHFLXARS0*	*Ponce De Leon*	*Seagrove Beach*		$205.53	$4,001.94
D0520	D1520	520	PNLSFLXADS0	SNRSFLXARS0	Ponce De Leon	Santa Rosa Beach		$205.53	$4,001.94
D0522	D1522	522	PNLSFLXADS0	VLPRFLXADS0	Ponce De Leon	Valparaiso-Niceville		$205.53	$4,001.94
D0523	D1523	523	PNLSFLXADS0	WSTVFLXARS0	Ponce De Leon	Westville		$221.77	$3,579.98
D0834	D1834	834	PTCTFLXADS0	ZLSPFLARS0	Port Charlotte	Zolfo Springs		$195.40	$4,594.86
D0324	D1324	324	RYHLFLXARS0	WSTVFLXARS0	Reynolds Hill	Westville		$128.12	$1,834.43
D0233	D1233	233	SBNGFLXADS1	SLHLFLXARS0	Sebring	Spring Lake		$241.19	$5,877.04
D0525	*D1525*	*525*	*SBNGFLXADS1*	*WCHLFLXADS0*	*Sebring*	*Wauchula*		$241.19	$5,877.04
D0220	D1220	220	SGBHFLXARS0	SNRSFLXARS0	Seagrove Beach	Santa Rosa Beach		$151.57	$3,367.62
D0221	D1221	221	SHLMFLXADS0	VLPRFLXADS0	Shalimar	Valparaiso-Niceville		$206.26	$4,022.29
D0835	D1835	835	SHLMFLXADS0	VLPRFLXBRS0	Shalimar	Valparaiso-Seminole		$236.26	$4,423.91
D0836	D1836	836	SLHLFLXARS0	WCHLFLXADS0	Spring Lake	Wauchula		$241.19	$5,877.04
D0295	D1295	295	SNANFLXARS0	TLCHFLXARS0	San Antonio	Trilacoochee		$63.34	$896.86
D0524	D1524	524	SNRSFLXARS0	VLPRFLXADS0	Santa Rosa Beach	Valparaiso-Niceville		$151.57	$3,367.62
D0370	D1370	370	SPCPFLXADS0	STMKFLXARS0	Sopchoppy	St. Marks		*$140.84*	$2,190.59
D0527	D1527	527	SPCPFLXADS0	TLHSFLXADS0	Sopchoppy	Calhoun		$86.96	$1,558.31
D0373	D1373	373	SSPRFLXARS0	SVSSFLXARS0	Salt Springs	Silver Springs Shores		$161.34	$2,764.53
D0139	D1139	139	STCDFLXARS0	WNPKFLXADS1	St. Cloud	Winter Park		$121.19	$2,516.90
D0371	D1371	371	STMKFLXARS0	TLHSFLXDDS0	St. Marks	Blairstone		$140.84	$2,190.59
D0526	D1526	526	SVSSFLXARS0	WLWDFLXARS0	Silver Springs Shores	Wildwood		$172.24	$3,069.81
D0162	D1162	162	TLHSFLXADS0	TLHSFLXBDS0	Calhoun	Willis		$61.81	$854.12
D0160	D1160	160	TLHSFLXADS0	TLHSFLXCDS0	Calhoun	Mabry		$61.81	$854.12
D0144	D1144	144	TLHSFLXADS0	TLHSFLXDDS0	Calhoun	Blairstone	***	$68.28	$1,190.55
D0159	D1159	159	TLHSFLXADS0	TLHSFLXEDS0	Calhoun	FSU		$61.81	$854.12
D0289	D1289	289	TLHSFLXADS0	TLHSFLXFDS0	Calhoun	Thomasville		$49.60	$512.21
D0161	D1161	161	TLHSFLXADS0	TLHSFLXHDS0	Calhoun	Perkins		$61.81	$854.12
D0208	D1208	208	TLHSFLXBDS0	TLHSFLXCDS0	Willis	Mabry		$61.81	$854.12
D0142	D1142	142	TLHSFLXBDS0	TLHSFLXDDS0	Willis	Blairstone		$68.28	$1,035.26
D0194	D1194	194	TLHSFLXBDS0	TLHSFLXEDS0	Willis	FSU		$61.81	$854.12
D0231	D1231	231	TLHSFLXBDS0	TLHSFLXFDS0	Willis	Thomasville		$111.41	$1,366.33
D0217	D1217	217	TLHSFLXBDS0	TLHSFLXHDS0	Willis	Perkins		$61.81	$854.12
D0140	D1140	140	TLHSFLXCDS0	TLHSFLXDDS0	Mabry	Blairstone		$130.09	$1,889.38
D0192	D1192	192	TLHSFLXCDS0	TLHSFLXEDS0	Mabry	FSU		$61.81	$854.12

DEDICATED TRANSPORT RATE SUMMARY — **FLORIDA**

Key Codes			Route (CLLI to CLLI)		Route (Exchange to Exchange)		Non-Impaired Routes	Dedicated DS1 Rate	Dedicated DS3 Rate
DS1	DS3	Rate Band	Originating	Terminating	Originating	Terminating			
** Routes meet the FCC TRRO non-impaired threshold criteria for DS1 and DS3.									
*** Routes meet the FCC TRRO non-impaired threshold criteria for DS3 only.									
D0292	D1292	292	TLHSFLXCDS0	TLHSFLXFDS0	Mabry	Thomasville		$111.41	$1,366.33
D0207	D1207	207	TLHSFLXCDS0	TLHSFLXHDS0	Mabry	Perkins		$61.81	$854.12
D0286	D1286	286	TLHSFLXDDS0	TLHSFLXEDS0	Blairstone	FSU		$130.09	$1,889.38
D0288	D1288	288	TLHSFLXDDS0	TLHSFLXFDS0	Blairstone	Thomasville		$117.88	$1,547.46
D0815	D1815	815	TLHSFLXDDS0	TLHSFLXGRL0	Blairstone	Woodville		$86.96	$1,558.31
D0287	D1287	287	TLHSFLXDDS0	TLHSFLXHDS0	Blairstone	Perkins		$130.09	$1,889.38
D0291	D1291	291	TLHSFLXEDS0	TLHSFLXFDS0	FSU	Thomasville		$111.41	$1,366.33
D0193	D1193	193	TLHSFLXEDS0	TLHSFLXHDS0	FSU	Perkins		$61.81	$854.12
D0293	D1293	293	TLHSFLXFDS0	TLHSFLXHDS0	Thomasville	Perkins		$111.41	$1,366.33
D0339	D1339	339	TVRSFLXADS0	UMTLFLXARS0	Tavares	Umatilla		$168.54	$2,966.01
D0837	D1837	837	VLPRFLXADS0	VLPRFLXBRS0	Valparaiso-Niceville	Valparaiso-Seminole		$30.00	$401.62
D0234	D1234	234	WCHLFLXADS0	ZLSPFLXARS0	Wauchula	Zolfo Springs		$241.19	$5,877.04
D0222	D1222	222	WNDRFLXARS0	WNGRFLXADS0	Windermere	Winter Garden		$126.64	$2,669.54
D0256	D1256	256	WNDRFLXARS0	WNPKFLXADS1	Windermere	Winter Park		$126.64	$2,669.54
D0112	D1112	112	WNGRFLXADS0	WNPKFLXADS1	Winter Garden	Winter Park		$121.19	$2,516.90
D0557	D1557	557	WNPKFLXADS1	WNPKFLXE03T	Winter Park	Winter Park Toll Center		$63.04	$888.72

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: James M. Maples

PARTY: Embarq

DESCRIPTION: April 28, 2008 Policy Statement from National Emergency Number Association (NENA), attached to rebuttal testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP **EXHIBIT** 48
COMPANY Embarq
WITNESS James M. Maples (JMM-13)
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # JMM-13

National Emergency Number Association
The Voice of 9-1-1



NENA Policy Statement on the Proper Balance and Timing of State and National Regulatory and Legislative Activities During the Transition to NG9-1-1

The evolution from today's 9-1-1 service structure to tomorrow's IP-based Next Generation (NG) 9-1-1 system requires several major areas of simultaneous and interactive activities. A coordinated set of actions combining national, state, and local authorities is required to successfully accomplish critical preparations, development, testing and implementation of NG9-1-1. This must be done in a way that retains and expands the quality and effectiveness of 9-1-1 service through knowledgeable and cooperative efforts at all levels of government. We hope and expect that interested parties will participate on more than one level so that developments can be shared.

To meet the objective of a fully functioning next generation 9-1-1 and emergency communications system, it is critical that state regulatory bodies take timely and carefully scrutinized action to analyze and update existing 9-1-1 rules and regulations. Such actions should be designed to facilitate an appropriate competitive 9-1-1 landscape for current E9-1-1 functions while ensuring that new or modified rules and regulations will effectively enable the transition to a full NG9-1-1 system.

NG9-1-1 is not simply an extension of E9-1-1. While a full NG9-1-1 system must support all E9-1-1 functions and features, NG9-1-1 is Internet Protocol (IP) based, and software and database controlled in fundamentally new ways, enabling many new technical and operational capabilities to further enhance the coordination and delivery of emergency services nationwide. During the transition to full NG9-1-1, it is expected that new 9-1-1 service offerings will be provided by incumbent and competitive 9-1-1 System Service Providers (SSPs) that advance beyond current E9-1-1 system capabilities, but simply advancing beyond today's capabilities should not be equated with providing a full NG9-1-1 system. Such efforts may better be characterized as "pre-NG9-1-1". These pre and full NG9-1-1 capabilities will necessarily involve new complex technical and business arrangements that current regulations and laws did not fully contemplate. Thus, states are encouraged to actively consider appropriate steps to enable appropriate competition for the delivery of E9-1-1 service that will provide increased opportunities and choices for 9-1-1 governing authorities today. Simultaneously, as such rules are considered, states must ensure that any regulatory actions will effectively enable the transition to a full NG9-1-1 system.

As states contemplate rule changes, it is critical that steps taken are in accordance with complementary national activities, many of which are being coordinated as a NENA NG9-1-1 Project through the work of NENA committees and the NENA Next Generation Partner Program, and through federal government efforts such as the U.S. DOT Next Generation 9-1-1 project. National progress on technical and operational standards development is progressing. Proof of concept trial demonstrations and testing of many aspects of NG9-1-1 are occurring in 2008, the results of which will be compared and

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800-332-3911 • 703-812-4600 • FAX 703-812-4675 • www.nena.org

analyzed against current expectations and assumptions. NG9-1-1 funding model analysis is progressing. Discussions on the need for proper certification of all aspects of the NG9-1-1 system are ongoing. These and other activities being worked at the national level are the building blocks required to accomplish a fully featured, standards based NG9-1-1 system. Any state regulatory actions concerning NG9-1-1 should appropriately consider ongoing national activities. However, states should actively engage stakeholders today to prepare and plan for the implementation of a full NG9-1-1 system.

In sum, the evolution to an NG9-1-1 system should be treated as a national project in which individual state action is necessary, but must be appropriately coordinated with other state and national activities. While national and international technical and operational standards for NG9-1-1 are still in progress, and much work remains to be done to complete this critical work, many activities can and should be undertaken at the state and local levels to prepare. Chief among these is working to understand how current regulations and laws facilitate, or prohibit, the local, state, regional and national interoperable environment of NG9-1-1, and analyzing how such rules and regulations may need to be modified to enable the IP-based, software and database controlled structure of NG9-1-1.

Issued April 29, 2008

EXHIBIT NO. _____

DOCKET NO.: 070699-TP

WITNESS: n/a

PARTY: Intrado

DESCRIPTION: Intrado Responses to Embarq's
First Set of Interrogatories, Item Nos. 1-9

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-T **EXHIBIT** 49
COMPANY Embarq
WITNESS Intrado's Responses to Embarq's 1st set of Interrogatories
DATE 07/09/08

PROFFERING PARTY: Staff

I.D. # n/a

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition by Intrado Communications, Inc. for arbitration of certain rates, terms, and conditions for interconnection and related arrangements with Embarq Florida, Inc., pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Section 364.162, F.S.	Docket No. 070699-TP

INTRADO COMMUNICATIONS INC.'S OBJECTIONS AND RESPONSES TO EMBARQ FLORIDA, INC.'S FIRST SET OF INTERROGATORIES

Pursuant to Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, Intrado Communications Inc. ("Intrado Comm") responds and objects to the first set of Interrogatories of Embarq Florida, Inc. ("Embarq").

GENERAL OBJECTIONS

1. Intrado Comm reserves all objections as to relevance and materiality. Where Intrado Comm submits responses and produces materials in response to the Interrogatories, it does so without conceding the relevancy or materiality of the information or materials sought or produced, or their subject matter, and without prejudice to Intrado Comm's right to object to further discovery, or to object to the admissibility of proof on the subject matter of any response, or to the admissibility of any document or category of documents, at a future time. Any disclosure of information not responsive to the Interrogatories is inadvertent and is not intended to waive Intrado Comm's right not to produce similar or related information or documents.

2. Intrado Comm objects to the Interrogatories to the extent they seek information protected by the attorney-client privilege, the work-product doctrine, or other applicable privileges and protections. Intrado Comm hereby claims all applicable privileges and protections to the fullest extent implicated by the Interrogatories and exclude privileged information and materials

from its responses. Any disclosure of such information or materials as a result of Intrado Comm's responses or otherwise is inadvertent and is not intended to waive any applicable privileges or protections.

3. Intrado Comm objects to the Interrogatories of Embarq to the extent that Embarq attempts to impose upon Intrado Comm obligations different from, or in excess of, those imposed by the Commission Entries in this proceeding, the Florida Rules of Civil Procedure or an Attorney Examiner.

4. Intrado Comm objects to all Interrogatories that seek information about Intrado Inc. or any other Intrado Comm affiliate. Intrado Inc. and other affiliates are not parties to this proceeding and information regarding them is beyond the scope of this proceeding and not likely to result in admissible evidence in this proceeding. Therefore Intrado Comm will ignore any inquiries concerning affiliates.

Subject to and without waiving the foregoing General Objections, each of which are incorporated by reference into the responses below as if fully restated therein, Intrado Comm provides the following responses to Embarq's Interrogatories. Intrado Comm's responses are based on the best information presently available; Intrado Comm reserves the right to amend, supplement, correct or clarify answers if other or additional information is obtained, and to interpose additional objections if deemed necessary.

Interrogatories

Interrogatory 1: The following questions pertain to the commercial agreement for 911 and E911 services entered into between Embarq (then Sprint) and Intrado, Inc. on September 27, 2005 and included as Attachment 1 to Embarq's Response to Intrado's Arbitration Petition:

a. Please describe the relationship between Intrado, Inc. and Intrado Communications, Inc.

Response: *Intrado Comm objects to this interrogatory because it is not calculated to lead to the discovery of admissible evidence in this proceeding. See also, General Objection #4. Without waiving its objection to this interrogatory, Intrado Comm states that Intrado Comm is a subsidiary of Intrado Inc.*

b. Does Intrado, Inc. provide any services, such as E911 database services, to Intrado Communications, Inc? If so, list the services in detail.

Response: *Intrado Comm objects to this interrogatory because it is not calculated to lead to the discovery of admissible evidence in this proceeding. See also, General Objection #4. Without waiving its objection to this interrogatory, Intrado Comm states that Intrado Comm has an affiliate business relationship with Intrado Inc. for the provision of database management services that are adjunct to the services provided by Intrado Comm.*

c. Will the database connections that Intrado Communications, Inc. is seeking with Embarq be connected in any way to the databases or equipment of Intrado, Inc.?

Response: *Intrado Comm objects to this interrogatory because it not calculated to lead to the discovery of admissible evidence in this proceeding. See also, General Objection #4. Without waiving its objection to this interrogatory, Intrado Comm will interconnect its network and services, including the databases and equipment integral to its service offerings, with Embarq to the extent necessary to provide services..*

d. Does Intrado Communications, Inc. expect to use the agreement it secures with Embarq through this arbitration to replace the agreement that Intrado, Inc. has with Embarq?

Response: *Intrado Comm objects to this interrogatory because it is not calculated to lead to the discovery of admissible evidence in this proceeding. See also, General Objection #4. Without waiving its objection to this interrogatory, Intrado Comm states that an interconnection agreement between Embarq and Intrado Comm does not replace any existing agreement Embarq has with other entities.*

e. Will Intrado Communications, Inc. be a wholesale provider to Intrado, Inc.?

Response: *Intrado Comm objects to this interrogatory because it is overly broad and not calculated to lead to the discovery of admissible evidence in this proceeding and on the basis that the term "wholesale" is vague and ambiguous See also, General Objection #4. Without waiving its objection to this interrogatory, Intrado Comm reiterates its response to part "b" of this interrogatory: Intrado Comm has an affiliate business relationship with Intrado Inc. for the provision of database management services associated with the services provided by Intrado Comm, which are integral to the services provided by Intrado Comm.*

Interrogatory 2: The following questions pertain to Issue 1 included in Attachment A to Order No. PSC-08-0172-PCO-TP:

a. Please provide a detailed description of each and every way Intrado intends to use any unbundled network elements (UNEs) obtained under the interconnection agreement with Embarq that is the subject of this arbitration, including any use for the provision of 911 or E911 services to PSAPs or other wholesale customers of Intrado.

Response: *Intrado Comm objects to this interrogatory because it seeks confidential and proprietary information about Intrado Comm's network. Without waiving its objection to this interrogatory, Intrado Comm states that it seeks loops to connect PSAPs to Intrado Comm's network similar to the way local loops are used by Embarq to connect Embarq's network to PSAPs. Intrado Comm is requesting UNEs to provide telecommunications services that will be used for telephone exchange service for delivery of 911 calls. To the extent Intrado Comm uses UNEs, it will do so in compliance with applicable UNE rules.*

b. Please specify the UNE(s) that Intrado intends to use, the entity each UNE will be connected to, and what each UNE will be used for.

Response: *See response to part "a" of this interrogatory.*

Interrogatory 3: Does Intrado currently offer any services not related to 911 and E911?

a. If the answer is yes, please provide a detailed description of each service.

Response: *Services that Intrado Comm currently offers and/or is authorized to offer, including, but not limited to, 911 and E911 services, are described in publicly available tariffs that are on file in several states, including Florida.*

b. If the answer is yes, what switching and transmission facilities has Intrado constructed for the purpose of providing each service described in Interrogatory 3a?

Response: *Intrado Comm objects to this portion of Embarq Interrogatory 3 on the basis that it seeks confidential and proprietary information about Intrado Comm's network. Intrado Comm*

will identify to Embarq the type and location of Intrado Comm's selective routing network points of interconnection as part of its interconnection agreement with Embarq .

Interrogatory 4: Has Intrado entered into any revenue sharing arrangements with any PSAPs in Florida that it provides services to?

Response: *Intrado Comm has not entered into any revenue sharing arrangements with a PSAP.*

Interrogatory 5: Has Intrado established the systems and processes necessary to implement number portability?

a. If the answer is yes, is Intrado Number Portability Administration Center (NPAC) certified?

Response: *Intrado Comm objects to this interrogatory because it is not calculated to lead to the discovery of admissible evidence in this proceeding. Without waiving its objection to this interrogatory, Intrado Comm states that as a certified CLEC in the State of Florida, Intrado Comm will establish the systems and processes necessary to comply with applicable number portability rules and requirements.*

b. If the answer is yes, does Intrado port numbers today?

Response: *See response to part "a" of this interrogatory.*

Interrogatory 6: Has Intrado secured number resources from the North American Numbering Plan Administrator?

a. If the answer is yes, identify each local exchange where Intrado has secured numbers.

Response: *No.*

b. If the answer is yes, what services does Intrado offer in these local exchanges using these telephone numbers?

Response: *Not applicable.*

Interrogatory 7: Is Intrado's network compliant with the requirements of the Communications Assistance for Law Enforcement Act (CALEA) requirements?

Response: *Yes.*

Interrogatory 8: Is each and every component (including transport) in Intrado's network redundant?

Response: *Intrado Comm objects to this interrogatory on the basis that the term "component" is vague and ambiguous. Further, Intrado Comm objects to this interrogatory because it seeks proprietary and confidential information about Intrado Comm's network. Without waiving any of its objections to this interrogatory, Intrado Comm states that its network and implementation design are based on redundancy and diversity, fully in accordance with NRIC Best Practices and NENA Recommendations.*

Interrogatory 9: Does Intrado report revenues to the FCC for the purpose of Universal Service Funding or sharing in numbering administration and number portability administration expenses? If so, does Intrado contribute to any of the funds?

Response: Intrado Comm complies with all applicable Universal Service Fund rules and requirements.

Respectfully submitted,

INTRADO COMMUNICATIONS INC.

Craig W. Donaldson
Senior Vice President - Regulatory Affairs

Rebecca Ballesteros
Associate Counsel

Thomas Hicks
Director - Carrier Relations

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Longmont, CO 80503
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720-494-6600 (facsimile)

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202-862-8958 (facsimile)
crkiser@grdc.com
afcollins@grdc.com

Its Attorneys

Intrado

December 12, 2007

Ms. Janet Hamilton
7474 Utilities Road
Punta Gorda, FL 33982

Dear Ms. Hamilton:

Thank you for your interest in Intrado's Intelligent Emergency Network™ solution, including hosted Automatic Location Identification (ALI) Management Service and 9-1-1 Routing, Intrado's selective routing replacement service. Intrado's Next Generation 9-1-1 (NG 9-1-1) offers PSAPs a new choice in 9-1-1 service provider options.

Now in our 28th year, Intrado remains dedicated to supporting legacy 9-1-1 and moving E9-1-1 forward, providing the systems and services for the Next Generation of 9-1-1. Intrado recognizes that as new communication technologies are realized, an array of possibilities for exchanging information across those technologies evolve. These new communications options challenge the existing 9-1-1 infrastructure, which was not designed to support the rapid advancements in voice, data, and video information exchange. As with any technology advancement, the next iteration of 9-1-1 will require imagination and experience. Intrado is at the forefront of defining and delivering the next generation of emergency communications for service providers and the public safety community.

We at Intrado look forward to working with Charlotte County to deploy a more efficient E9-1-1 system today as well as developing a roadmap to next generation services that are reliable and solve emergency concerns for new technologies impacting the citizens of Charlotte County.

Please feel free to call me should you have any questions or concerns regarding this proposal or other services Intrado can provide to Charlotte County.

Sincerely,

Eduardo Gonzalez

Eduardo Gonzalez
Account Executive
954-445-3254

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP EXHIBIT 50
COMPANY Charlotte County
WITNESS 911 Grant Application
DATE 07/09/08

Colorado Office
1601 Dry Creek Drive, Longmont, CO 80503
phone 720.494.5800 fax 720.494.6600
www.intrado.com

Ex. 50(?)

End of This Expansion Quote

County Charlotte

STATE OF FLORIDA E911 BOARD
E911 STATE GRANT PROGRAM APPLICATION

Total Amount Requested: $300,000

Project Title: Charlotte County NG-911 Project

1. Board of County Commissioners Chair: Tom D'Aprile

Mailing Address:	Charlotte County Administration Center
	18500 Murdock Circle
City:	Port Charlotte
State:	FL Zip: 33948 - 1068
Phone:	(941) 743-1300 Fax: (941) 743-1310
Suncom:	
Email Address:	bcc@charlottefl.com

2. County 911 Coordinator: Janet Hamilton

Mailing Address:	Charlotte County Sheriff's Office
	7474 Utilities Road
City:	Punta Gorda
State:	FL Zip: 33982 - 2417
Phone:	(941) 575-5339 Fax: (941) 575-5335
Suncom:	
Email Address:	jhamilton@ccso.org

3. Federal Tax ID Number: 59-6000541

County Charlotte

COUNTY INFORMATION

4. County Fact Sheet

A. County Charlotte

B. Population 164584, based on 2007 Florida Economic Development & Research estimates

C. Total Number of Incoming Nonwireless Trunks 13

D. Total Number of Incoming Wireless Trunks 8

E. Number of PSAP's 2 primary, 1 backup

F. Number of Call Taker Positions 13 primary, 4 backup

G. Total Estimated Volume of 911 Calls (Please complete table)

AGENCY	WIRELINE	WIRELESS	TOTAL
Law Enforcement	27.825	40,192	82%
Fire	5.769	8,332	17%
Emergency Medical Services	339	490	1%
TOTAL	33,933	49,014	82.947

H. a. What equipment is needed to maintain the Enhanced 911 system?

-Recording Equipment Yes ☐ No ☒

-Generator Yes ☐ No ☒

-CPE Equipment Yes ☒ No ☐

-Other (Please specify) Replace outdated 911 workstations and servers

b. What are the current monthly costs for your E911 system (circuits, customer records, hardware and software, etc.)?	$32,538
c. What are the current monthly costs for maintenance of items included in b?	$5,292

I. Financial Information:

a. Amount of County 911 capitol expenditure carry forward currently available	$0
b. 911 fee revenue used for call taker salaries & expenditures (FY2006-07)	$236,084
c. 911 fee revenue used for 911 personnel salaries & expenditures (FY2006-07)	$99,733
d. County funded 911 expenditures (FY2006-07)	$0.0
e. Total 911 expenditures (FY2006-07)	$ 797,229.83
f. Total 911 fee revenues (FY2006-07)	$967,794.83

County Charlotte

PROJECT DESCRIPTION AND JUSTIFICATION

A 12 POINT FONT MUST BE USED OR LEGIBLE HAND PRINTING

5. NEEDS STATEMENT: Describe your county's existing E911 system and justify the project. Describe why your county is requesting this grant and why your county would not be able to complete this project without this grant program. (Please limit needs statement to no more than one page.)

Charlotte County currently has 17 E911 equipment workstations spanning three sites; the Charlotte County Sheriff's Office; with 10 Plant Vista equipment workstations;, the Punta Gorda Police Department; with 3 Plant Standard workstations;, and the Charlotte County Emergency Operations Center backup site with 5 Baker Dispatch Works workstations. A grant application has been submitted to upgrade the county equipment.

Charlotte County's strategic NG911 plan is to obtain 911 emergency call delivery and data management services over an Internet Protocol (IP) network. These services will work with the requested upgraded 911 equipment, the county's network and will be integrated, operated, and maintained to the public safety class standards demanded for 911 life safety calls. The system services shall provide a new technology solution that blends voice and data call from a variety of trusted sources.

Carry forward funding has been utilized for past 911 equipment projects. County General Funds are not available for the needed upgrade. The county's current funding is insufficient to fund any 911 projects and without the utilization of grant funds the county could not implement a NG-911 system solution.

6. PURPOSE: Briefly describe goal(s) and how this grant project would be in concurrence with the State E911 Plan.

Our goal is to provide upgraded CPE equipment with the available enhanced 911, Phase I & II, VoIP, telematics and future Next Generation 911 calls. Utilizing our existing county fiber loop and the uniform platform to all three PSAPs provides 911 call responses in accordance with the State E911 plans.

7. PROJECT DESCRIPTION/JUSTIFICATION. Describe the project including the objectives, required steps and an approximate schedule or time frame with procurement and payment milestones. (Include sole source justification if applicable)

Charlotte County's objective is to utilize the Intrado equipment and services for routing and 911 call delivery through our network to the three PSAPs.

1) The E911 Coordinator has communicated with and received agreements from the Charlotte County Sheriff's Office, the Punta Gorda Police Department and the Charlotte County Emergency Operations Center to have the a uniform platform in place for uninterrupted communications among the three communications centers.
2) The E911 Coordinator has communicated and received agreement from the County's Information Technology Department regarding the calls and information to be placed on the centralized E911 network.
3) The E911 Coordinator has reviewed the proposal and could not find a similar solution to obtain quotes from three vendors. This procurement is an exclusive (single vendor) solution.
4) Equipment procurement and implementation.

There are some issues that will need to be resolved prior to entering an agreement with the service provider including:

Services and pricing for the interface and connection to the Incumbent Local Exchange Carriers (ILEC's). Intrado has stated that they are actively negotiating with the ILEC for termination at the interface locations.

Determine and negotiate the network carrier costs, network connectivity costs, and program management costs associated with the selective routing replacement.

With the successful determination and negotiation of these issues the equipment and connectivity will be contracted and placed in operation at the three PSAPs, projected within 12 months of release of funds.

The Non-recurring charges (NRC) consist of two components: labor and installation associated with deploying Intrado's Intelligent Emergency Network 9-1-1 Routing Service for Charlotte County and first year maintenance. Labor and installation includes requirements documentation, network design, installation, and implementation of the Intelligent Emergency Network 9-1-1 Routing Service. Maintenance charges are for the first year only.

8. Budget/Expenditure Report

Prepare an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; E911 System, and services items). The completed form shall be used to complete quarterly report requirements, listing expenditures and revisions {if any} in appropriate columns. If there is insufficient space, please include details in an attachment. **Budget costs should match requested vender quote.**

County:	**Charlotte**	**Grant Number:**		**Report Date:**	

For Grant Period Ending:	☐	**September 30**	☐	**December 31**	☐	**March 31**	☐	**June 30**	**Year:**		**FINAL**	☐

Proposed Budget					USE FOR QUARTERLY REPORTS	
Line Item	Unit Price	Quan.	Total Cost		Revised Budget	Expenditure Year-to-Date
A. Systems (Hardware, Software, Equipment & Labor) Emergency call routing, delivery and data management services						
	Total System Items					
B. Services (Training, Maintenance and Warranty Items) Emergency call routing, delivery and data management services per PSAP	$100,000.00	3	$300,000.00			
	Total Service Items		$300,000.00			
	System Total		$300,000.00			
County E911 Funding Total (Carry Forward Funds) (If applicable)			$0.00			
	Grant Request Total		$300,000.00			

USE FOR ALL REPORTS	
Total Amount of Grant Awarded	$
Total Interest for Grant Period	$
Final Completion Date:	

Janet Hamilton
Signature, 911 Coordinator

JUL/09/2008/WED 07:56 AM DMS FAX No. 850 488 9837 P. 011

County Charlotte

9. ASSURANCES

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant, return of all funds and interest accrued (if any), to the Board and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised in the Florida Administrative Weekly and that 21 days after this advertisement the grantee waives any right to challenge or protest pursuant to Chapter 120, F.S.

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds, will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, plus interest (if any) accrued.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

10. AUTHORITY

I hereby affirm my authority and responsibility for the use of funds requested.

SIGNATURE - CHAIR, BOARD OF COUNTY COMMISSIONERS — DATE: 1-24-08

Thomas C. D'Aprile
Printed Name

Attest:
Barbara T. Scott, Clerk of
Circuit Court and Ex-officio
Clerk of the Board of County
Commissioners

ATTESTED — DATE: 1-24-08

By Deputy Clerk GRT2008003

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
COUNTY ATTORNEY
LR 07-682 Rev

Addendum I

Funding Priorities for the E911 State Grant Program

The criteria for determining acceptability for disbursement of funds from the State of Florida E911 County Grant Program will be made on a PRIORITY basis. County grant applications shall be prioritized based on the availability of funds, current system life expectancy, system replacement needs, and Phase II compliance per the Federal Communications Commission. No grants will be available to any county for next-generation deployment until all counties are Phase II complete. There will be four (4) priorities as identified below:

PRIORITY 1: Counties with E911 Phase II systems that require immediate system replacement to maintain enhanced 911 status or when the expected life of the system is less than 1 year. Should any funds remain after provisioning for Priority 1 needs, remaining funds will be made available for Priority 2 grants.

PRIORITY 2: Statewide or regional next generation 911 systems including routing system implementations. Should any funds remain after provisioning for Priority 1 & 2 needs, remaining funds will be made available for Priority 3 grants.

PRIORITY 3: Counties with E911 or Phase II Systems requesting system upgrades related to next generation 911 system implementations. These may be hardware, software, network, or data base requirements. Should any funds remain after provisioning for Priority 1, 2 & 3 needs, remaining funds will be made available for Priority 4 grants.

PRIORITY 4: Statewide or regional systems including but not limited to mapping, geographic information systems (GIS) and backup system implementations. Should any funds remain after provisioning for Priority 1, 2, 3 & 4 needs, remaining funds will be made available for Priority 5 grants.

PRIORITY 5: Counties with E911 systems that require replacement of necessary hardware or software components for maintaining enhanced 911 status or wireless Phase II status. Should any funds remain after provisioning for Priority 1, 2, 3, 4, & 5 needs, remaining funds will be made available for Priority 6 grants.

PRIORITY 6: Counties with E911, Phase I or Phase II systems that require allowable 911 expense items that are not defined in Priorities 1, 2, 3, 4, & 5 but are needed to maintain a complete 911 system. This may include hardware or software that is allowable by the statutes but not covered in Priority 1, 2, 3, 4, & 5.

Priority 1 grants shall be funded first then Priority 2 and so forth until a priority level is reached where there are insufficient funds to fund all approved grant requests. Total funding for this priority may be adjusted based on the remaining funds available for these applications and the number of applications.

Funding Matrix

Awarded funding will be based on the county's financial need and the grant award may be adjusted based on the amount of capitol expenditure carry forward currently available, number of PSAP positions per population, number of calls per position and/or population, the county's currently assessed LEC E911 fee and other factors including percentage use of fee revenue for call taker and personnel costs.

The Funding Matrix will be completed and used in the grant evaluation process by the E911 Board. It is included in the grant application for informational purposes. Each of the items in the Funding Matrix will scored based on a value between zero and two. The following Funding Matrix Worksheet is an example of a completed worksheet with the maximum score on all items.

intrado

January 15, 2008

Ms. Janet Hamilton
7474 Utilities Road
Punta Gorda, FL 33982

Dear Ms. Hamilton:

Thank you for your continued interest in Intrado's Intelligent Emergency Network® solution. We are happy to respond to your request for further detail on pricing previously proposed.

Intrado provides the systems and services for the Next Generation of 9-1-1. Intrado recognizes that new communication technologies challenge the existing 9-1-1 infrastructure, which was not designed to support the rapid advancements in voice, data, and video information exchange.

It is our understanding that Charlotte County is applying to the State of Florida for grant funding, which will be used to pay the non-recurring expense portion of the pricing previously submitted. Additionally, we realize that Charlotte County would like to see the NRE figure allocated across three categories. Those categories are: Capital Expense, Labor and Installation, and Maintenance. Because Intrado provides a service model, there is no Capital Expense associated with our pricing.

The Non-recurring charges (NRC) consist of two components: labor and installation associated with deploying Intrado's Intelligent Emergency Network 9-1-1 Routing Service for Charlotte County and first year maintenance. Labor and installation includes requirements documentation, network design, installation, and implementation of the Intelligent Emergency Network 9-1-1 Routing Service. Maintenance charges are for the first year only.

The overall cost to Charlotte County will not exceed the current monthly recurring rate for ANI/ALI/SR and its transport (like services) or the current established tariff rates until a regulatory ruling and/or order has been issued regarding the Florida Bundled E9-1-1 Rates and End Office Connectivity/Transport. Intrado and Charlotte County may renegotiate the terms of this agreement based on the final ruling and/or order.

In return, Charlotte County will commit to collaborating with Intrado to resolve the regulatory issues for Florida Bundled E9-1-1 Rates by way of regulatory briefings, education, regulatory filings or pleadings, and negotiations.

The revised pricing sheet provides greater detail regarding the components of Intrado's Intelligent Emergency Network services. Although shown separately, purchase of both ALI Management Services and SR/IP Connectivity is necessary to obtain the rates shown.

Thank you for giving us this opportunity to respond. Please feel free to contact me if you need additional information.

Sincerely,

Eduardo Gonzalez

Eduardo Gonzalez
Account Executive
954-445-3254

Colorado Office
1601 Dry Creek Drive, Longmont, CO 80503
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APPENDIX A: PRICING

This distributed component-based approach allows Intelligent Emergency Network services to be deployed to meet Charlotte County's specific needs in a reasonable timeframe and at manageable costs. Intrado has prepared this pricing for use in designing an appropriate level of service agreement between Intrado and the County. Special bundled annual pricing for the required five-year commitment is included in this proposal. The service pricing for five (5) years focuses on the monthly service charge associated with varying levels of Non-recurring charges (NRC), for bundled services per telephone number (TN), with the estimated number of TNs for Charlotte County of approximately 116,436.

The NRC consists of two components: labor and installation associated with deploying Intrado's Intelligent Emergency Network 9-1-1 Routing Service for Charlotte County and first year maintenance. Labor and installation includes requirements documentation, network design, installation, and implementation of the Intelligent Emergency Network 9-1-1 Routing Service. Maintenance charges are for first year only.

Pricing for ALI/SR/IP Connectivity per TN/per Month			
	Option 1 $50,000 NRC per PSAP		
TN Tiers	ALI	SR/IP Connectivity	Total
<500K	$0.0370	$0.0740	$0.1110
500K - 1.5M	$0.0337	$0.0761	$0.1098
1.5M - 5M	$0.0303	$0.0694	$0.0997
5M+	$0.0270	$0.0627	$0.0897

Table 1: Pricing for Option 1

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Pricing for ALI / SR / IP Connectivity per TN/per Month			
	Option 2 $100,000 NRC per PSAP		
TN Tiers	ALI	SR/IP Connectivity	Total
<500K	$0.0370	$0.0518	$0.0888
500K - 1.5M	$0.0337	$0.0547	$0.0884
1.5M - 5M	$0.0303	$0.0479	$0.0782
5M+	$0.0270	$0.0412	$0.0682

Table 2: Pricing for Option 2

Pricing for ALI / SR / IP Connectivity per TN/per Month			
	Option 3 $150,000 NRC per PSAP		
TN Tiers	ALI	SR/IP Connectivity	Total
<500K	$0.0370	$0.0326	$0.0696
500K - 1.5M	$0.0337	$0.0333	$0.0670
1.5M - 5M	$0.0303	$0.0264	$0.0567
5M+	$0.0270	$0.0197	$0.0467

Table 3: Pricing for Option 3

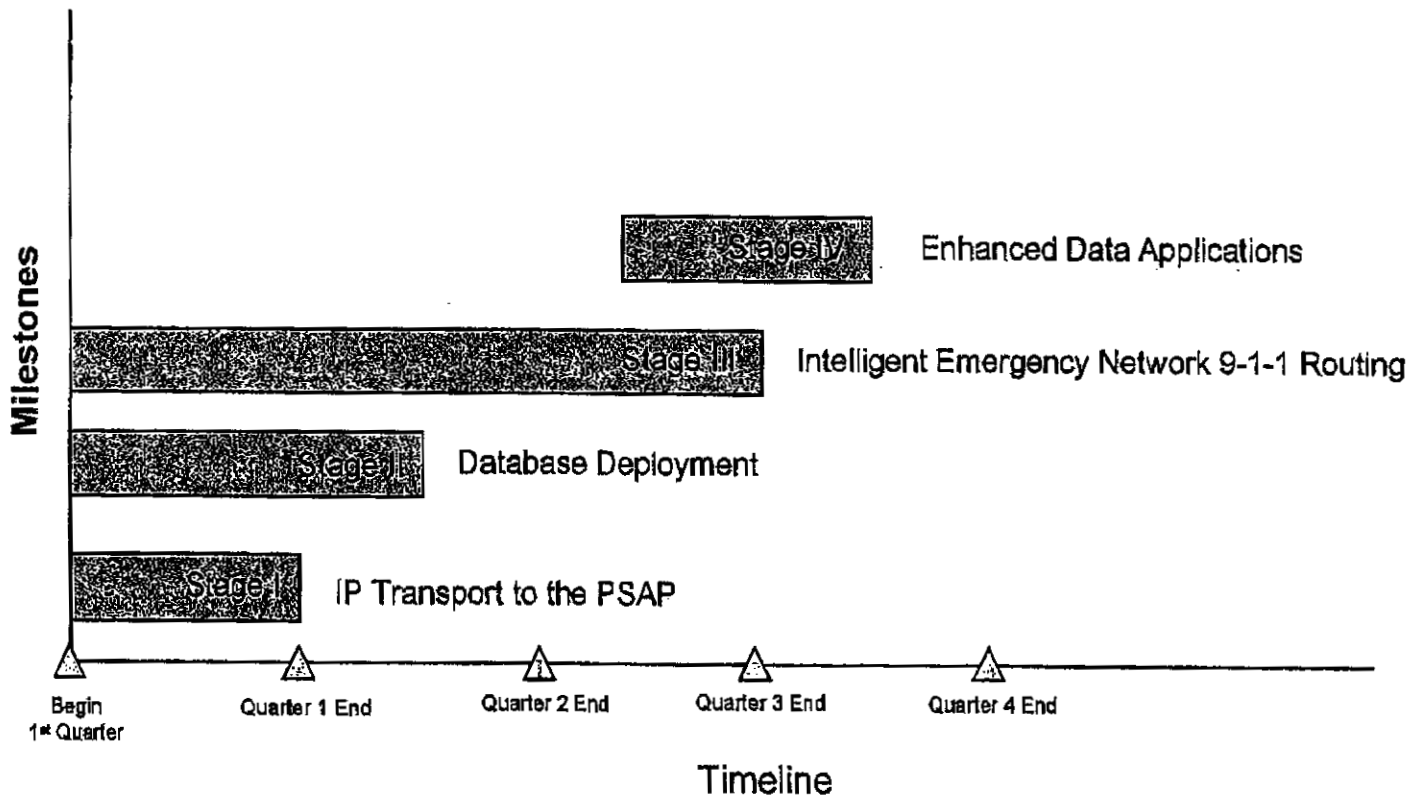
For example: Charlotte County is in the <500K TN Tier if they sign as the sole contractor for Intelligent Emergency Network services. If the County selects a $50,000 NRC per PSAP, the monthly TN rate is $0.1110.

Pricing Notes:

1. Offer is an exclusive (single vendor) solution and is valid until March 1, 2008.
2. Services and pricing are contingent on the incumbent Local Exchange Carrier's (ILEC's) ability and willingness to connect to us at our point of interface. Intrado is actively negotiating with ILECs for termination at our interface locations.
3. Certain network carrier costs, network connectivity costs, and program management costs associated with the selective routing replacement, such as the rehoming and testing of trunks, are to be determined and are not included in the proposed pricing. Certain network carrier costs associated with selective router replacement are yet to be determined.

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Intelligent Emergency Network Implementation
Milestones and Timeline - Sample



NOTE: This timeline is for illustration purposes only.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TI EXHIBIT 51
COMPANY Section 365.172
WITNESS Florida Statutes
DATE 07/09/08

Select Year: 2007 Go

The 2007 Florida Statutes

Title XXVII	Chapter 365	View Entire Chapter
RAILROADS AND OTHER REGULATED UTILITIES	USE OF TELEPHONES AND FACSIMILE MACHINES	

[1]365.172 Emergency communications number "E911."--

(1) SHORT TITLE.--This section may be cited as the "Emergency Communications Number E911 Act."

(2) LEGISLATIVE INTENT.--It is the intent of the Legislature to:

(a) Establish and implement a comprehensive statewide emergency telecommunications number system that will provide users of voice communications services within the state rapid direct access to public safety agencies by accessing the telephone number "911."

(b) Provide funds to counties to pay certain costs associated with their E911 or 911 systems, to contract for E911 services, and to reimburse wireless telephone service providers for costs incurred to provide 911 or E911 services.

(c) Levy a reasonable fee on users of voice communications services, unless otherwise provided in this section, to accomplish these purposes.

(d) Provide for an E911 board to administer the fee, with oversight by the office, in a manner that is competitively and technologically neutral as to all voice communications services providers.

(e) Ensure that the fee established is used exclusively for recovery by wireless providers and by counties for costs associated with developing and maintaining E911 systems and networks in a manner that is competitively and technologically neutral as to all voice communications services providers.

It is further the intent of the Legislature that the fee authorized or imposed by this section not necessarily provide the total funding required for establishing or providing E911 service.

(3) DEFINITIONS.--Only as used in this section and ss. 365.171, 365.173, and 365.174, the term:

(a) "Answering point" means the public safety agency that receives incoming 911 calls and dispatches appropriate public safety agencies to respond to the calls.

(b) "Authorized expenditures" means expenditures of the fee, as specified in subsection (9).

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(c) "Automatic location identification" means the capability of the E911 service which enables the automatic display of information that defines the approximate geographic location of the wireless telephone, or the location of the address of the wireline telephone, used to place a 911 call.

(d) "Automatic number identification" means the capability of the E911 service which enables the automatic display of the service number used to place a 911 call.

(e) "Board" or "E911 Board" means the board of directors of the E911 Board established in subsection (5).

(f) "Building permit review" means a review for compliance with building construction standards adopted by the local government under chapter 553 and does not include a review for compliance with land development regulations.

(g) "Collocation" means the situation when a second or subsequent wireless provider uses an existing structure to locate a second or subsequent antennae. The term includes the ground, platform, or roof installation of equipment enclosures, cabinets, or buildings, and cables, brackets, and other equipment associated with the location and operation of the antennae.

(h) "Designed service" means the configuration and manner of deployment of service the wireless provider has designed for an area as part of its network.

(i) "E911" is the designation for an enhanced 911 system or enhanced 911 service that is an emergency telephone system or service that provides a subscriber with 911 service and, in addition, directs 911 calls to appropriate public safety answering points by selective routing based on the geographical location from which the call originated, or as otherwise provided in the state plan under s. 365.171, and that provides for automatic number identification and automatic location-identification features. E911 service provided by a wireless provider means E911 as defined in the order.

(j) "Existing structure" means a structure that exists at the time an application for permission to place antennae on a structure is filed with a local government. The term includes any structure that can structurally support the attachment of antennae in compliance with applicable codes.

(k) "Fee" means the E911 fee authorized and imposed under subsection (8).

(l) "Fund" means the Emergency Communications Number E911 System Fund established in s. 365.173 and maintained under this section for the purpose of recovering the costs associated with providing 911 service or E911 service, including the costs of implementing the order. The fund shall be segregated into wireless and nonwireless categories.

(m) "Historic building, structure, site, object, or district" means any building, structure, site, object, or district that has been officially designated as a historic building, historic structure, historic site, historic object, or historic district through a federal, state, or local designation program.

(n) "Land development regulations" means any ordinance enacted by a local government for the regulation of

any aspect of development, including an ordinance governing zoning, subdivisions, landscaping, tree protection, or signs, the local government's comprehensive plan, or any other ordinance concerning any aspect of the development of land. The term does not include any building construction standard adopted under and in compliance with chapter 553.

(o) "Local exchange carrier" means a "competitive local exchange telecommunications company" or a "local exchange telecommunications company" as defined in s. 364.02.

(p) "Local government" means any municipality, county, or political subdivision or agency of a municipality, county, or political subdivision.

(q) "Medium county" means any county that has a population of 75,000 or more but less than 750,000.

(r) "Mobile telephone number" or "MTN" means the telephone number assigned to a wireless telephone at the time of initial activation.

(s) "Nonwireless category" means the revenues to the fund received from voice communications services providers other than wireless providers.

(t) "Office" means the Technology Program within the Department of Management Services, as designated by the secretary of the department.

(u) "Order" means:

1. The following orders and rules of the Federal Communications Commission issued in FCC Docket No. 94-102:

a. Order adopted on June 12, 1996, with an effective date of October 1, 1996, the amendments to s. 20.03 and the creation of s. 20.18 of Title 47 of the Code of Federal Regulations adopted by the Federal Communications Commission pursuant to such order.

b. Memorandum and Order No. FCC 97-402 adopted on December 23, 1997.

c. Order No. FCC DA 98-2323 adopted on November 13, 1998.

d. Order No. FCC 98-345 adopted December 31, 1998.

2. Orders and rules subsequently adopted by the Federal Communications Commission relating to the provision of 911 services, including Order Number FCC-05-116, adopted May 19, 2005.

(v) "Prepaid calling arrangements" has the same meaning as defined in s. 212.05(1)(e).

(w) "Public agency" means the state and any municipality, county, municipal corporation, or other governmental entity, public district, or public authority located in whole or in part within this state which provides, or has authority to provide, firefighting, law enforcement, ambulance, medical, or other emergency services.

(x) "Public safety agency" means a functional division of a public agency which provides firefighting, law enforcement, medical, or other emergency services.

(y) "Rural county" means any county that has a population of fewer than 75,000.

(z) "Service identifier" means the service number, access line, or other unique subscriber identifier assigned to a subscriber and established by the Federal Communications Commission for purposes of routing calls whereby the subscriber has access to the E911 system.

(aa) "Tower" means any structure designed primarily to support a wireless provider's antennae.

(bb) "Voice communications services" means two-way voice service, through the use of any technology, which actually provides access to E911 services, and includes communications services, as defined in s. 202.11, which actually provide access to E911 services and which are required to be included in the provision of E911 services pursuant to orders and rules adopted by the Federal Communications Commission. The term includes voice-over-Internet-protocol service. For the purposes of this section, the term "voice-over-Internet-protocol service" or "VoIP service" means interconnected VoIP services having the following characteristics:

1. The service enables real-time, two-way voice communications;

2. The service requires a broadband connection from the user's locations;

3. The service requires IP-compatible customer premises equipment; and

4. The service offering allows users generally to receive calls that originate on the public switched telephone network and to terminate calls on the public switched telephone network.

(cc) "Voice communications services provider" or "provider" means any person or entity providing voice communications services, except that the term does not include any person or entity that resells voice communications services and was assessed the fee by its resale supplier.

(dd) "Wireless 911 system" or "wireless 911 service" means an emergency telephone system or service that provides a subscriber with the ability to reach an answering point by accessing the digits "911."

(ee) "Wireless category" means the revenues to the fund received from a wireless provider.

(ff) "Wireless communications facility" means any equipment or facility used to provide service and may include, but is not limited to, antennae, towers, equipment enclosures, cabling, antenna brackets, and other such equipment. Placing a wireless communications facility on an existing structure does not cause the existing structure to become a wireless communications facility.

(gg) "Wireless provider" means a person who provides wireless service and:

1. Is subject to the requirements of the order; or

2. Elects to provide wireless 911 service or E911 service in this state.

(hh) "Wireless service" means "commercial mobile radio service" as provided under ss. 3(27) and 332(d) of the Federal Telecommunications Act of 1996, 47 U.S.C. ss. 151 et seq., and the Omnibus Budget Reconciliation Act of 1993, Pub. L. No. 103-66, August 10, 1993, 107 Stat. 312. The term includes service provided by any wireless real-time two-way wire communication device, including radio-telephone communications used in cellular telephone service; personal communications service; or the functional or competitive equivalent of a radio-telephone communications line used in cellular telephone service, a personal communications service, or a network radio access line. The term does not include wireless providers that offer mainly dispatch service in a more localized, noncellular configuration; providers offering only data, one-way, or stored-voice services on an interconnected basis; providers of air-to-ground services; or public coast stations.

(4) POWERS AND DUTIES OF THE OFFICE.--The office shall oversee the administration of the fee authorized and imposed on subscribers of voice communications services under subsection (8).

(5) THE E911 BOARD.--

(a) The E911 Board is established to administer, with oversight by the office, the fee imposed under subsection (8), including receiving revenues derived from the fee; distributing portions of the revenues to wireless providers, counties, and the office; accounting for receipts, distributions, and income derived by the funds maintained in the fund; and providing annual reports to the Governor and the Legislature for submission by the office on amounts collected and expended, the purposes for which expenditures have been made, and the status of E911 service in this state. In order to advise and assist the office in carrying out the purposes of this section, the board, which shall have the power of a body corporate, has the powers enumerated in subsection (6).

(b) The board shall consist of nine members, one of whom must be the system director designated under s. 365.171(5), or his or her designee, who shall serve as the chair of the board. The remaining eight members of the board shall be appointed by the Governor and must be composed of four county 911 coordinators, consisting of a representative from a rural county, a representative from a medium county, a representative from a large county, and an at-large representative recommended by the Florida Association of Counties in consultation with the county 911 coordinators; two local exchange carrier members, one of which must be the local exchange carrier having the greatest number of access lines in the state; and two members from the wireless telecommunications industry recommended by the Florida Telecommunications Industry Association in consultation with the wireless telecommunications industry. In recommending members from the wireless telecommunications industry, consideration must be given to wireless providers who are not affiliated with local exchange carriers. Not more than one member may be appointed to represent any single provider on the board.

(c) The system director, designated under s. 365.171(5), or his or her designee, must be a permanent member of the board. Each of the remaining eight members of the board shall be appointed to a 4-year term and may not be appointed to more than two successive terms. However, for the purpose of staggering terms, two of the original board members shall be appointed to terms of 4 years, two shall be appointed to terms of 3 years, and four shall be appointed to terms of 2 years, as designated by the Governor. A vacancy on the board shall be filled in the same manner as the original appointment.

(d) The first vacancy in a wireless provider representative position occurring after July 1, 2007, must be filled by appointment of a local exchange company representative. Until the appointment is made, there shall be only one local exchange company representative serving on the board, notwithstanding any other provision to the contrary.

(6) AUTHORITY OF THE BOARD; ANNUAL REPORT.--

(a) The board shall:

1. Administer the E911 fee.

2. Implement, maintain, and oversee the fund.

3. Review and oversee the disbursement of the revenues deposited into the fund as provided in s. 365.173.

a. The board may establish a schedule for implementing wireless E911 service by service area, and prioritize disbursements of revenues from the fund to providers and rural counties as provided in s. 365.173(2)(d) and (g) pursuant to the schedule, in order to implement E911 services in the most efficient and cost-effective manner.

b. Revenues in the fund which have not been disbursed because sworn invoices as required by s. 365.173(2)(d) have not been submitted to the board may be used by the board as needed to provide grants to counties for the purpose of upgrading E911 systems. The counties must use the funds only for capital expenditures directly attributable to establishing and provisioning E911 services, which may include next-generation deployment. Prior to the distribution of grants, the board shall provide 90 days' written notice to all counties and publish electronically an approved application process. County grant applications shall be prioritized based on the availability of funds, current system life expectancy, system replacement needs, and Phase II compliance per the Federal Communications Commission. No grants will be available to any county for next-generation deployment until all counties are Phase II complete. The board shall take all actions within its authority to ensure that county recipients of such grants use these funds only for the purpose under which they have been provided and may take any actions within its authority to secure county repayment of grant revenues upon determination that the funds were not used for the purpose under which they were provided.

c. The board shall reimburse all costs of a wireless provider in accordance with s. 365.173(2)(d) before taking any action to transfer additional funds.

d. By September 1, 2007, the board shall authorize the transfer of up to $15 million to the counties from existing money within the fund established under s. 365.173(1). The money shall be disbursed equitably to all of the counties using a timeframe and distribution methodology established by the board before September 1, 2007, in order to prevent a loss to the counties in the ordinary and expected time value of money caused by any timing delay in remittance to the counties of wireline fees caused by the one-time transfer of collecting wireline fees by the counties to the board. All disbursements for this purpose must be returned to the fund from future remittances by the nonwireless category.

e. After taking the action required in sub-subparagraphs a.-d., the board may review and, with all members

participating in the vote, adjust the percentage allocations or adjust the amount of the fee, or both, under paragraph (8)(h), and, if the board determines that the revenues in the wireless category exceed the amount needed to reimburse wireless providers for the cost to implement E911 services, the board may transfer revenue to the counties from the existing funds within the wireless category. The board shall disburse the funds equitably to all counties using a timeframe and distribution methodology established by the board.

4. Review documentation submitted by wireless providers which reflects current and projected funds derived from the fee, and the expenses incurred and expected to be incurred in order to comply with the E911 service requirements contained in the order for the purposes of:

a. Ensuring that wireless providers receive fair and equitable distributions of funds from the fund.

b. Ensuring that wireless providers are not provided disbursements from the fund which exceed the costs of providing E911 service, including the costs of complying with the order.

c. Ascertaining the projected costs of compliance with the requirements of the order and projected collections of the fee.

d. Implementing changes to the allocation percentages or adjusting the fee under paragraph (8)(i).

5. Meet monthly in the most efficient and cost-effective manner, including telephonically when practical, for the business to be conducted, to review and approve or reject, in whole or in part, applications submitted by wireless providers for recovery of moneys deposited into the wireless category, and to authorize the transfer of, and distribute, the fee allocation to the counties.

6. Hire and retain employees, which may include an independent executive director who shall possess experience in the area of telecommunications and emergency 911 issues, for the purposes of performing the technical and administrative functions for the board.

7. Make and enter into contracts, pursuant to chapter 287, and execute other instruments necessary or convenient for the exercise of the powers and functions of the board.

8. Sue and be sued, and appear and defend in all actions and proceedings, in its corporate name to the same extent as a natural person.

9. Adopt, use, and alter a common corporate seal.

10. Elect or appoint the officers and agents that are required by the affairs of the board.

11. The board may adopt rules under ss. 120.536(1) and 120.54 to implement this section and ss. 365.173 and 365.174.

12. Provide coordination, support, and technical assistance to counties to promote the deployment of advanced 911 and E911 systems in the state.

13. Provide coordination and support for educational opportunities related to E911 issues for the E911 community in this state.

14. Act as an advocate for issues related to E911 system functions, features, and operations to improve the delivery of E911 services to the residents of and visitors to this state.

15. Coordinate input from this state at national forums and associations, to ensure that policies related to E911 systems and services are consistent with the policies of the E911 community in this state.

16. Work cooperatively with the system director established in s. 365.171(5) to enhance the state of E911 services in this state and to provide unified leadership for all E911 issues through planning and coordination.

17. Do all acts and things necessary or convenient to carry out the powers granted in this section in a manner that is competitively and technologically neutral as to all voice communications services providers, including, but not limited to, consideration of emerging technology and related cost savings, while taking into account embedded costs in current systems.

18. Have the authority to secure the services of an independent, private attorney via invitation to bid, request for proposals, invitation to negotiate, or professional contracts for legal services already established at the Division of Purchasing of the Department of Management Services.

(b) Board members shall serve without compensation; however, members are entitled to per diem and travel expenses as provided in s. 112.061.

(c) By February 28 of each year, the board shall prepare a report for submission by the office to the Governor, the President of the Senate, and the Speaker of the House of Representatives which addresses for the immediately preceding calendar year:

1. The annual receipts, including the total amount of fee revenues collected by each provider, the total disbursements of money in the fund, including the amount of fund-reimbursed expenses incurred by each wireless provider to comply with the order, and the amount of moneys on deposit in the fund.

2. Whether the amount of the fee and the allocation percentages set forth in s. 365.173 have been or should be adjusted to comply with the requirements of the order or other provisions of this chapter, and the reasons for making or not making a recommended adjustment to the fee.

3. Any other issues related to providing E911 services.

4. The status of E911 services in this state.

(7) REQUEST FOR PROPOSALS FOR INDEPENDENT ACCOUNTING FIRM.--

(a) The board shall issue a request for proposals as provided in chapter 287 for the purpose of retaining an independent accounting firm. The independent accounting firm shall perform all material administrative and accounting tasks and functions required for administering the fee. The request for proposals must include, but

need not be limited to:

1. A description of the scope and general requirements of the services requested.

2. A description of the specific accounting and reporting services required for administering the fund, including processing checks and distributing funds as directed by the board under s. 365.173.

3. A description of information to be provided by the proposer, including the proposer's background and qualifications and the proposed cost of the services to be provided.

(b) The board shall establish a committee to review requests for proposals which must include the statewide E911 system director designated under s. 365.171(5), or his or her designee, and two members of the board, one of whom is a county 911 coordinator and one of whom represents a voice communications services provider. The review committee shall review the proposals received by the board and recommend an independent accounting firm to the board for final selection. By agreeing to serve on the review committee, each member of the review committee shall verify that he or she does not have any interest or employment, directly or indirectly, with potential proposers which conflicts in any manner or degree with his or her performance on the committee.

(c) After July 1, 2004, the board may secure the services of an independent accounting firm via invitation to bid, request for proposals, invitation to negotiate, or professional contracts already established at the Division of Purchasing, Department of Management Services, for certified public accounting firms, or the board may hire and retain professional accounting staff to accomplish these functions.

(8) E911 FEE.--

(a) Each voice communications services provider shall collect the fee described in this subsection. Each provider, as part of its monthly billing process, shall bill the fee as follows. The fee shall not be assessed on any pay telephone in the state.

1. Each local exchange carrier shall bill the fee to the local exchange subscribers on a service-identifier basis, up to a maximum of 25 access lines per account bill rendered.

2. Except in the case of prepaid wireless service, each wireless provider shall bill the fee to a subscriber on a per-service-identifier basis for service identifiers whose primary place of use is within this state. Before July 1, 2009, the fee shall not be assessed on or collected from a provider with respect to an end user's service if that end user's service is a prepaid calling arrangement that is subject to s. 212.05(1)(e).

a. The board shall conduct a study to determine whether it is feasible to collect E911 fees from the sale of prepaid wireless service. If, based on the findings of the study, the board determines that a fee should not be collected from the sale of prepaid wireless service, it shall report its findings and recommendation to the Governor, the President of the Senate, and the Speaker of the House of Representatives by December 31, 2008. If the board determines that a fee should be collected from the sale of prepaid wireless service, the board shall collect the fee beginning July 1, 2009.

b. For purposes of this section, the term:

(I) "Prepaid wireless service" means the right to access telecommunications services that must be paid for in advance and is sold in predetermined units or dollars enabling the originator to make calls such that the number of units or dollars declines with use in a known amount.

(II) "Prepaid wireless service providers" includes those persons who sell prepaid wireless service regardless of its form, either as a retailer or reseller.

c. The study must include an evaluation of methods by which E911 fees may be collected from end users and purchasers of prepaid wireless service on an equitable, efficient, competitively neutral, and nondiscriminatory basis and must consider whether the collection of fees on prepaid wireless service would constitute an efficient use of public funds given the technological and practical considerations of collecting the fee based on the varying methodologies prepaid wireless service providers and their agents use in marketing prepaid wireless service.

d. The study must include a review and evaluation of the collection of E911 fees on prepaid wireless service at the point of sale within the state. This evaluation must be consistent with the collection principles of end user charges such as those in s. 212.05(1)(e).

e. No later than 90 days after this section becomes law, the board shall require all prepaid wireless service providers, including resellers, to provide the board with information that the board determines is necessary to discharge its duties under this section, including information necessary for its recommendation, such as total retail and reseller prepaid wireless service sales.

f. All subscriber information provided by a prepaid wireless service provider in response to a request from the board while conducting this study is subject to s. 365.174.

g. The study shall be conducted by an entity competent and knowledgeable in matters of state taxation policy if the board does not possess that expertise. The study must be paid from the moneys distributed to the board for administrative purposes under s. 365.173(2)(f) but may not exceed $250,000.

3. All voice communications services providers not addressed under subparagraphs 1. and 2. shall bill the fee on a per-service-identifier basis for service identifiers whose primary place of use is within the state up to a maximum of 25 service identifiers for each account bill rendered.

The provider may list the fee as a separate entry on each bill, in which case the fee must be identified as a fee for E911 services. A provider shall remit the fee to the board only if the fee is paid by the subscriber. If a provider receives a partial payment for a monthly bill from a subscriber, the amount received shall first be applied to the payment due the provider for providing voice communications service.

(b) A provider is not obligated to take any legal action to enforce collection of the fees for which any subscriber is billed. A county subscribing to 911 service remains liable to the provider delivering the 911 service or equipment for any 911 service, equipment, operation, or maintenance charge owed by the county to the

provider.

(c) For purposes of this section, the state and local governments are not subscribers.

(d) Each provider may retain 1 percent of the amount of the fees collected as reimbursement for the administrative costs incurred by the provider to bill, collect, and remit the fee. The remainder shall be delivered to the board and deposited by the board into the fund. The board shall distribute the remainder pursuant to s. 365.173.

(e) Effective September 1, 2007, voice communications services providers billing the fee to subscribers shall deliver revenues from the fee to the board within 60 days after the end of the month in which the fee was billed, together with a monthly report of the number of service identifiers in each county. Each wireless provider and other applicable provider identified in subparagraph (a)3. shall report the number of service identifiers for subscribers whose place of primary use is in each county. All provider subscriber information provided to the board is subject to s. 365.174. If a provider chooses to remit any fee amounts to the board before they are paid by the subscribers, a provider may apply to the board for a refund of, or may take a credit for, any such fees remitted to the board which are not collected by the provider within 6 months following the month in which the fees are charged off for federal income tax purposes as bad debt.

(f) The rate of the fee shall be set by the board after considering the factors set forth in paragraphs (h) and (i), but may not exceed 50 cents per month per each service identifier. The fee shall apply uniformly and be imposed throughout the state, except for those counties that, before July 1, 2007, had adopted an ordinance or resolution establishing a fee less than 50 cents per month per access line. In those counties the fee established by ordinance may be changed only to the uniform statewide rate no sooner than 30 days after notification is made by the county's board of county commissioners to the board.

(g) It is the intent of the Legislature that all revenue from the fee be used as specified in s. 365.173(2)(a)-(i).

(h) No later than November 1, 2007, the board may adjust the allocation percentages for distribution of the fund as provided in s. 365.173. When setting the percentages and contemplating any adjustments to the fee, the board shall consider the following:

1. The revenues currently allocated for wireless service provider costs for implementing E911 service and projected costs for implementing E911 service, including recurring costs for Phase I and Phase II and the effect of new technologies;

2. The appropriate level of funding needed to fund the rural grant program provided for in s. 365.173(2)(g); and

3. The need to fund statewide, regional, and county grants in accordance with sub-subparagraph (6)(a)3.b.

(i) The board may adjust the allocation percentages or adjust the amount of the fee, or both, if necessary to ensure full cost recovery or prevent overrecovery of costs incurred in the provision of E911 service, including costs incurred or projected to be incurred to comply with the order. Any new allocation percentages or reduced or increased fee may not be adjusted for 1 year. The fee may not exceed 50 cents per month per each service

identifier. The board-established fee, and any board adjustment of the fee, shall be uniform throughout the state, except for the counties identified in paragraph (f). No less than 90 days before the effective date of any adjustment to the fee, the board shall provide written notice of the adjusted fee amount and effective date to each voice communications services provider from which the board is then receiving the fee.

(j) State and local taxes do not apply to the fee.

(k) A local government may not levy the fee or any additional fee on providers or subscribers for the provision of E911 service.

(l) For purposes of this section, the definitions contained in s. 202.11 and the provisions of s. 202.155 apply in the same manner and to the same extent as the definitions and provisions apply to the taxes levied under chapter 202 on mobile communications services.

(9) AUTHORIZED EXPENDITURES OF E911 FEE.--

(a) For purposes of this section, E911 service includes the functions of database management, call taking, location verification, and call transfer.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by this section. These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the Public Service Commission's lawfully approved 911 and E911 and related tariffs or the acquisition, installation, and maintenance of other E911 equipment, including call answering equipment, call transfer equipment, ANI controllers, ALI controllers, ANI displays, ALI displays, station instruments, E911 telecommunications systems, visual call information and storage devices, recording equipment, telephone devices and other equipment for the hearing impaired used in the E911 system, PSAP backup power systems, consoles, automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems, integrated CAD systems for that portion of the systems used for E911 call taking, network clocks, salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary and associated expenses for a county to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position and a staff assistant position per county for the portion of their time spent administrating the E911 system, training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call-taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next-generation E911 equipment, and wireless E911 routing systems.

(c) The moneys may not be used to pay for any item not listed in this subsection, including, but not limited to, any capital or operational costs for emergency responses which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for

those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.

(10) LIABILITY OF COUNTIES.--A county subscribing to 911 service remains liable to the local exchange carrier for any 911 service, equipment, operation, or maintenance charge owed by the county to the local exchange carrier. As used in this subsection, the term "local exchange carrier" means a local exchange telecommunications service provider of 911 service or equipment to any county within its certificated area.

(11) INDEMNIFICATION AND LIMITATION OF LIABILITY.--Local governments are authorized to undertake to indemnify local exchange carriers against liability in accordance with the lawfully filed tariffs of the company. Notwithstanding an indemnification agreement, a voice communications services provider is not liable for damages resulting from or in connection with 911 or E911 service, or for identification of the telephone number, or address, or name associated with any person accessing 911 or E911 service, unless the voice communications services provider acted with malicious purpose or in a manner exhibiting wanton and willful disregard of the rights, safety, or property of a person when providing such services. A voice communications services provider is not liable for damages to any person resulting from or in connection with the provider's provision of any lawful assistance to any investigative or law enforcement officer of the United States, this state, or a political subdivision thereof, or of any other state or political subdivision thereof, in connection with any lawful investigation or other law enforcement activity by such law enforcement officer.

(12) FACILITATING E911 SERVICE IMPLEMENTATION.--To balance the public need for reliable E911 services through reliable wireless systems and the public interest served by governmental zoning and land development regulations and notwithstanding any other law or local ordinance to the contrary, the following standards shall apply to a local government's actions, as a regulatory body, in the regulation of the placement, construction, or modification of a wireless communications facility. This subsection shall not, however, be construed to waive or alter the provisions of s. 286.011 or s. 286.0115. For the purposes of this subsection only, "local government" shall mean any municipality or county and any agency of a municipality or county only. The term "local government" does not, however, include any airport, as defined by s. 330.27(2), even if it is owned or controlled by or through a municipality, county, or agency of a municipality or county. Further, notwithstanding anything in this section to the contrary, this subsection does not apply to or control a local government's actions as a property or structure owner in the use of any property or structure owned by such entity for the placement, construction, or modification of wireless communications facilities. In the use of property or structures owned by the local government, however, a local government may not use its regulatory authority so as to avoid compliance with, or in a manner that does not advance, the provisions of this subsection.

(a) Collocation among wireless providers is encouraged by the state.

1.a. Collocations on towers, including nonconforming towers, that meet the requirements in sub-sub-subparagraphs (I), (II), and (III), are subject to only building permit review, which may include a review for compliance with this subparagraph. Such collocations are not subject to any design or placement requirements of the local government's land development regulations in effect at the time of the collocation that are more restrictive than those in effect at the time of the initial antennae placement approval, to any other portion of the land development regulations, or to public hearing review. This sub-subparagraph shall not preclude a public hearing for any appeal of the decision on the collocation application.

(I) The collocation does not increase the height of the tower to which the antennae are to be attached, measured to the highest point of any part of the tower or any existing antenna attached to the tower;

(II) The collocation does not increase the ground space area, commonly known as the compound, approved in the site plan for equipment enclosures and ancillary facilities; and

(III) The collocation consists of antennae, equipment enclosures, and ancillary facilities that are of a design and configuration consistent with all applicable regulations, restrictions, or conditions, if any, applied to the initial antennae placed on the tower and to its accompanying equipment enclosures and ancillary facilities and, if applicable, applied to the tower supporting the antennae. Such regulations may include the design and aesthetic requirements, but not procedural requirements, other than those authorized by this section, of the local government's land development regulations in effect at the time the initial antennae placement was approved.

b. Except for a historic building, structure, site, object, or district, or a tower included in sub-subparagraph a., collocations on all other existing structures that meet the requirements in sub-sub-subparagraphs (I)-(IV) shall be subject to no more than building permit review, and an administrative review for compliance with this subparagraph. Such collocations are not subject to any portion of the local government's land development regulations not addressed herein, or to public hearing review. This sub-subparagraph shall not preclude a public hearing for any appeal of the decision on the collocation application.

(I) The collocation does not increase the height of the existing structure to which the antennae are to be attached, measured to the highest point of any part of the structure or any existing antenna attached to the structure;

(II) The collocation does not increase the ground space area, otherwise known as the compound, if any, approved in the site plan for equipment enclosures and ancillary facilities;

(III) The collocation consists of antennae, equipment enclosures, and ancillary facilities that are of a design and configuration consistent with any applicable structural or aesthetic design requirements and any requirements for location on the structure, but not prohibitions or restrictions on the placement of additional collocations on the existing structure or procedural requirements, other than those authorized by this section, of the local government's land development regulations in effect at the time of the collocation application; and

(IV) The collocation consists of antennae, equipment enclosures, and ancillary facilities that are of a design and configuration consistent with all applicable restrictions or conditions, if any, that do not conflict with sub-sub-subparagraph (III) and were applied to the initial antennae placed on the structure and to its accompanying equipment enclosures and ancillary facilities and, if applicable, applied to the structure supporting the antennae.

c. Regulations, restrictions, conditions, or permits of the local government, acting in its regulatory capacity, that limit the number of collocations or require review processes inconsistent with this subsection shall not apply to collocations addressed in this subparagraph.

d. If only a portion of the collocation does not meet the requirements of this subparagraph, such as an increase in the height of the proposed antennae over the existing structure height or a proposal to expand the ground space approved in the site plan for the equipment enclosure, where all other portions of the collocation meet the requirements of this subparagraph, that portion of the collocation only may be reviewed under the local government's regulations applicable to an initial placement of that portion of the facility, including, but not limited to, its land development regulations, and within the review timeframes of subparagraph (d)2., and the rest of the collocation shall be reviewed in accordance with this subparagraph. A collocation proposal under this subparagraph that increases the ground space area, otherwise known as the compound, approved in the original site plan for equipment enclosures and ancillary facilities by no more than a cumulative amount of 400 square feet or 50 percent of the original compound size, whichever is greater, shall, however, require no more than administrative review for compliance with the local government's regulations, including, but not limited to, land development regulations review, and building permit review, with no public hearing review. This sub-subparagraph shall not preclude a public hearing for any appeal of the decision on the collocation application.

2. If a collocation does not meet the requirements of subparagraph 1., the local government may review the application under the local government's regulations, including, but not limited to, land development regulations, applicable to the placement of initial antennae and their accompanying equipment enclosure and ancillary facilities.

3. If a collocation meets the requirements of subparagraph 1., the collocation shall not be considered a modification to an existing structure or an impermissible modification of a nonconforming structure.

4. The owner of the existing tower on which the proposed antennae are to be collocated shall remain responsible for compliance with any applicable condition or requirement of a permit or agreement, or any applicable condition or requirement of the land development regulations to which the existing tower had to comply at the time the tower was permitted, including any aesthetic requirements, provided the condition or requirement is not inconsistent with this paragraph.

5. An existing tower, including a nonconforming tower, may be structurally modified in order to permit collocation or may be replaced through no more than administrative review and building permit review, and is not subject to public hearing review, if the overall height of the tower is not increased and, if a replacement, the replacement tower is a monopole tower or, if the existing tower is a camouflaged tower, the replacement tower is a like-camouflaged tower. This subparagraph shall not preclude a public hearing for any appeal of the decision on the application.

(b)1. A local government's land development and construction regulations for wireless communications facilities and the local government's review of an application for the placement, construction, or modification of a wireless communications facility shall only address land development or zoning issues. In such local government regulations or review, the local government may not require information on or evaluate a wireless provider's business decisions about its service, customer demand for its service, or quality of its service to or from a particular area or site, unless the wireless provider voluntarily offers this information to the local government. In such local government regulations or review, a local government may not require information on or evaluate the wireless provider's designed service unless the information or materials are directly related to an identified land development or zoning issue or unless the wireless provider voluntarily offers the information. Information

or materials directly related to an identified land development or zoning issue may include, but are not limited to, evidence that no existing structure can reasonably be used for the antennae placement instead of the construction of a new tower, that residential areas cannot be served from outside the residential area, as addressed in subparagraph 3., or that the proposed height of a new tower or initial antennae placement or a proposed height increase of a modified tower, replacement tower, or collocation is necessary to provide the provider's designed service. Nothing in this paragraph shall limit the local government from reviewing any applicable land development or zoning issue addressed in its adopted regulations that does not conflict with this section, including, but not limited to, aesthetics, landscaping, land use based location priorities, structural design, and setbacks.

2. Any setback or distance separation required of a tower may not exceed the minimum distance necessary, as determined by the local government, to satisfy the structural safety or aesthetic concerns that are to be protected by the setback or distance separation.

3. A local government may exclude the placement of wireless communications facilities in a residential area or residential zoning district but only in a manner that does not constitute an actual or effective prohibition of the provider's service in that residential area or zoning district. If a wireless provider demonstrates to the satisfaction of the local government that the provider cannot reasonably provide its service to the residential area or zone from outside the residential area or zone, the municipality or county and provider shall cooperate to determine an appropriate location for a wireless communications facility of an appropriate design within the residential area or zone. The local government may require that the wireless provider reimburse the reasonable costs incurred by the local government for this cooperative determination. An application for such cooperative determination shall not be considered an application under paragraph (d).

4. A local government may impose a reasonable fee on applications to place, construct, or modify a wireless communications facility only if a similar fee is imposed on applicants seeking other similar types of zoning, land use, or building permit review. A local government may impose fees for the review of applications for wireless communications facilities by consultants or experts who conduct code compliance review for the local government but any fee is limited to specifically identified reasonable expenses incurred in the review. A local government may impose reasonable surety requirements to ensure the removal of wireless communications facilities that are no longer being used.

5. A local government may impose design requirements, such as requirements for designing towers to support collocation or aesthetic requirements, except as otherwise limited in this section, but shall not impose or require information on compliance with building code type standards for the construction or modification of wireless communications facilities beyond those adopted by the local government under chapter 553 and that apply to all similar types of construction.

(c) Local governments may not require wireless providers to provide evidence of a wireless communications facility's compliance with federal regulations, except evidence of compliance with applicable Federal Aviation Administration requirements under 14 C.F.R. s. 77, as amended, and evidence of proper Federal Communications Commission licensure, or other evidence of Federal Communications Commission authorized spectrum use, but may request the Federal Communications Commission to provide information as to a wireless provider's compliance with federal regulations, as authorized by federal law.

(d)1. A local government shall grant or deny each properly completed application for a collocation under subparagraph (a)1. based on the application's compliance with the local government's applicable regulations, as provided for in subparagraph (a)1. and consistent with this subsection, and within the normal timeframe for a similar building permit review but in no case later than 45 business days after the date the application is determined to be properly completed in accordance with this paragraph.

2. A local government shall grant or deny each properly completed application for any other wireless communications facility based on the application's compliance with the local government's applicable regulations, including but not limited to land development regulations, consistent with this subsection and within the normal timeframe for a similar type review but in no case later than 90 business days after the date the application is determined to be properly completed in accordance with this paragraph.

3.a. An application is deemed submitted or resubmitted on the date the application is received by the local government. If the local government does not notify the applicant in writing that the application is not completed in compliance with the local government's regulations within 20 business days after the date the application is initially submitted or additional information resubmitted, the application is deemed, for administrative purposes only, to be properly completed and properly submitted. However, the determination shall not be deemed as an approval of the application. If the application is not completed in compliance with the local government's regulations, the local government shall so notify the applicant in writing and the notification must indicate with specificity any deficiencies in the required documents or deficiencies in the content of the required documents which, if cured, make the application properly completed. Upon resubmission of information to cure the stated deficiencies, the local government shall notify the applicant, in writing, within the normal timeframes of review, but in no case longer than 20 business days after the additional information is submitted, of any remaining deficiencies that must be cured. Deficiencies in document type or content not specified by the local government do not make the application incomplete. Notwithstanding this sub-subparagraph, if a specified deficiency is not properly cured when the applicant resubmits its application to comply with the notice of deficiencies, the local government may continue to request the information until such time as the specified deficiency is cured. The local government may establish reasonable timeframes within which the required information to cure the application deficiency is to be provided or the application will be considered withdrawn or closed.

b. If the local government fails to grant or deny a properly completed application for a wireless communications facility within the timeframes set forth in this paragraph, the application shall be deemed automatically approved and the applicant may proceed with placement of the facilities without interference or penalty. The timeframes specified in subparagraph 2. may be extended only to the extent that the application has not been granted or denied because the local government's procedures generally applicable to all other similar types of applications require action by the governing body and such action has not taken place within the timeframes specified in subparagraph 2. Under such circumstances, the local government must act to either grant or deny the application at its next regularly scheduled meeting or, otherwise, the application is deemed to be automatically approved.

c. To be effective, a waiver of the timeframes set forth in this paragraph must be voluntarily agreed to by the applicant and the local government. A local government may request, but not require, a waiver of the timeframes by the applicant, except that, with respect to a specific application, a one-time waiver may be

required in the case of a declared local, state, or federal emergency that directly affects the administration of all permitting activities of the local government.

(e) The replacement of or modification to a wireless communications facility, except a tower, that results in a wireless communications facility not readily discernibly different in size, type, and appearance when viewed from ground level from surrounding properties, and the replacement or modification of equipment that is not visible from surrounding properties, all as reasonably determined by the local government, are subject to no more than applicable building permit review.

(f) Any other law to the contrary notwithstanding, the Department of Management Services shall negotiate, in the name of the state, leases for wireless communications facilities that provide access to state government-owned property not acquired for transportation purposes, and the Department of Transportation shall negotiate, in the name of the state, leases for wireless communications facilities that provide access to property acquired for state rights-of-way. On property acquired for transportation purposes, leases shall be granted in accordance with s. 337.251. On other state government-owned property, leases shall be granted on a space available, first-come, first-served basis. Payments required by state government under a lease must be reasonable and must reflect the market rate for the use of the state government-owned property. The Department of Management Services and the Department of Transportation are authorized to adopt rules for the terms and conditions and granting of any such leases.

(g) If any person adversely affected by any action, or failure to act, or regulation, or requirement of a local government in the review or regulation of the wireless communication facilities files an appeal or brings an appropriate action in a court or venue of competent jurisdiction, following the exhaustion of all administrative remedies, the matter shall be considered on an expedited basis.

(13) MISUSE OF 911 OR E911 SYSTEM; PENALTY.--911 and E911 service must be used solely for emergency communications by the public. Any person who accesses the number 911 for the purpose of making a false alarm or complaint or reporting false information that could result in the emergency response of any public safety agency; any person who knowingly uses or attempts to use such service for a purpose other than obtaining public safety assistance; or any person who knowingly uses or attempts to use such service in an effort to avoid any charge for service, commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. After being convicted of unauthorized use of such service four times, a person who continues to engage in such unauthorized use commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. In addition, if the value of the service or the service charge obtained in a manner prohibited by this subsection exceeds $100, the person committing the offense commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(14) STATE LAW NOT PREEMPTED.--This section and ss. 365.173 and 365.174 do not alter any state law that otherwise regulates voice communications services providers.

History.--s. 1, ch. 99-367; s. 2, ch. 2001-133; s. 7, ch. 2002-48; s. 19, ch. 2003-32; s. 1, ch. 2003-182; s. 4, ch. 2005-171; s. 2, ch. 2007-78.

[1]**Note.**--Section 14, ch. 2007-105, provides that "[u]nless otherwise specified in this act, the Department of

Management Services, established in s. 20.22, Florida Statutes, shall assume the duties and responsibilities of the State Technology Office as set forth in ss. 215.322(2), 282.102, 282.103, 282.104, 282.105, 282.106, 282.107, 282.1095, 282.111, 282.21, 282.22, 288.1092, 288.1093, 365.171, 365.172, and 365.173, Florida Statutes."

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FCC Form 499-A Telecommunications Reporting Worksheet

No Longer Active as of 2/27/2002.
This company still exists, however it is no longer providing telecommunications services.

Historical Data:

499 Filer ID Number:	**821302**
Registration Current as of:	**4/2/2001**
Legal Name of Reporting Entity:	**Intrado Communications, Inc.**
Doing Business As:	**Intrado Communications, Inc.**
Principal Communications Type:	
Universal Service Fund Contributor:	**No**
(Contact USAC at 888-641-8722 if this is not correct.)	
Holding Company:	
Registration Number (CORESID):	**0005056759**
Management Company:	
Headquarters Address:	**6825 Lookout Rd.**
City:	**Boulder**
State:	**CO**
ZIP Code:	**803013343**
Customer Inquiries Address:	
City:	
State:	
ZIP Code:	
Customer Inquiries Telephone:	
Other Trade Names:	
Local/Alternate Agent for Service of Process:	
Telephone:	
Extension:	
Fax:	
E-mail:	
Business Address of Agent for Mail or Hand Service of Documents:	
City:	
State:	
ZIP Code:	
D.C. Agent for Service of Process:	
Telephone:	
Extension:	
Fax:	
E-Mail:	
Business Address of D.C. Agent for Mail or Hand Service of Documents:	
City:	
State:	
ZIP Code:	
Chief Executive Officer:	
Business Address:	

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070699-TP EXHIBIT 52
COMPANY Embarq
WITNESS James M. Maples
DATE 07/09/08

City:
State:
ZIP Code:

Chairman or Other Senior Officer:
Business Address:
City:
State:
ZIP Code:

President or Other Senior Officer:
Business Address:
City:
State:
ZIP Code:

Jurisdictions in Which the Filing Entity Provides Telecommunications Services: