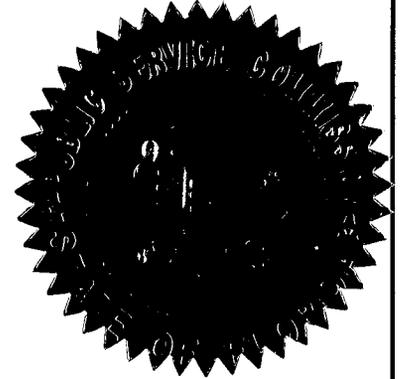


BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 050257-TP

In the Matter of:

COMPLAINT OF BELLSOUTH TELECOMMUNICATIONS,  
INC. AGAINST MIAMI-DADE COUNTY FOR ALLEGED  
OPERATION OF A TELECOMMUNICATIONS COMPANY  
IN VIOLATION OF FLORIDA STATUTES AND  
COMMISSION RULES.



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PROCEEDINGS: ORAL ARGUMENT

BEFORE: CHAIRMAN LISA POLAK EDGAR  
COMMISSIONER MATTHEW M. CARTER, II  
COMMISSIONER KATRINA J. McMURRIAN  
COMMISSIONER NANCY ARGENZIANO  
COMMISSIONER NATHAN A. SKOP

DATE: Tuesday, September 25, 2007

TIME: Commenced at 11:30 a.m.  
Concluded at 12:53 p.m.

PLACE: Betty Easley Conference Center  
Room 148  
4075 Esplanade Way  
Tallahassee, Florida

REPORTED BY: LINDA BOLES, CRR, RPR  
Official FPSC Reporter  
(850) 413-6734

DOCUMENT NUMBER-DATE

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FLORIDA PUBLIC SERVICE COMMISSION

FPSC-COMMISSION CLERK

## 1 APPEARANCES:

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3 Suite 700, Tallahassee, Florida 32301-1549, and DORIAN  
4 DENBURG, ESQUIRE, BellSouth Telecommunications, Inc., c/o Greg  
5 Follensbee, 150 South Monroe Street, Suite 400, Tallahassee,  
6 Florida 33130, appearing on behalf of AT&T Florida.

7 JEAN L. KIDDOO, ESQUIRE, Bingham, McCutchen, LLP,  
8 2020 K Street, NW, Suite 1100, Washington, DC 20006-1806,  
9 appearing on behalf of the Greater Orlando Aviation Authority.

10 DAVID STEPHEN HOPE, ESQUIRE, Stephen P. Clark Center,  
11 111 Northwest First Street, Suite 2810, Miami, Florida 33128,  
12 appearing on behalf of Miami-Dade County.

13 ADAM TEITZMAN, ESQUIRE, FPSC General Counsel's  
14 Office, 2540 Shumard Oak Boulevard, Tallahassee, Florida  
15 32399-0850, appearing on behalf of the Commission Staff.

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EXHIBITS

NUMBER:	ID.	ADMTD.
1 through 284 (As identified in Exhibit 285: Joint Final Exhibit List)	6	6
285 Joint Final Exhibit List	6	6

CERTIFICATE OF REPORTER 58

## P R O C E E D I N G S

1  
2 CHAIRMAN EDGAR: Okay. We are back on the record,  
3 and I'll begin by asking our staff to read the notice.

4 MR. TEITZMAN: Pursuant to notice issued  
5 September 19th, 2007, this time and place has been set for oral  
6 argument in Docket Number 050257-TL.

7 CHAIRMAN EDGAR: Thank you. And we'll take  
8 appearances.

9 MS. DENBURG: Dorian Denburg for AT&T Florida.

10 CHAIRMAN EDGAR: Thank you.

11 MR. HATCH: Tracy Hatch also appearing on behalf of  
12 AT&T Florida.

13 CHAIRMAN EDGAR: Thank you.

14 MS. KIDDOO: Jean Kiddoo from Bingham, McCutchen,  
15 representing the Greater Orlando Aviation Authority.

16 CHAIRMAN EDGAR: Thank you.

17 MR. HOPE: David Stephen Hope, Assistant County  
18 Attorney, on behalf of Miami-Dade County.

19 CHAIRMAN EDGAR: Thank you.

20 And staff.

21 MR. TEITZMAN: Adam Teitzman on behalf of Commission  
22 staff.

23 CHAIRMAN EDGAR: Thank you.

24 Mr. Teitzman, preliminary matters.

25 MR. TEITZMAN: Yes. Pursuant to the order granting

1 the parties' proposed joint procedural schedule, the parties  
2 will be presenting oral argument on the following four issues.

3 Issue 1, is Miami-Dade County operating as a  
4 telecommunications company at any county-owned airports?

5 Issue 2, if Miami-Dade County is operating as a  
6 telecommunications company, is it subject to the jurisdiction  
7 of the Commission?

8 Issue 3, is Miami-Dade County's operation and  
9 provision of shared tenant services at Miami International  
10 Airport by the Miami-Dade Aviation Department exempt from the  
11 STS rules pursuant to applicable Florida Statutes and  
12 Commission rules?

13 And Issue 4, if no, should the Commission require  
14 Miami-Dade County obtain a certificate of public convenience  
15 and necessity as an STS provider?

16 Additionally, the Prehearing Officer has determined  
17 that each side shall have 20 minutes to make their  
18 presentation, and that Miami-Dade and Orlando are to split  
19 their 20 minutes.

20 CHAIRMAN EDGAR: Thank you. And do we have exhibits  
21 or any other matters to take up before we move into oral  
22 argument?

23 MR. TEITZMAN: Yes, Madam Chair. Pursuant to the  
24 parties' proposed joint procedural schedule, the parties have  
25 filed with the Commission a joint exhibit list. The parties

1 have agreed that the listed exhibits be marked for  
2 identification as numbered 1 through 284, and staff requests  
3 that the joint exhibit list be marked for identification as  
4 Number 285.

5 CHAIRMAN EDGAR: Okay. Seeing no objection, the  
6 exhibits will be so identified 1 through 284 as on the list,  
7 and the list itself will be marked as identification Number  
8 285. Trying to throw me a curve there. And, again, seeing no  
9 objection, the list as described will be moved into the record.

10 MR. TEITZMAN: Madam Chair, also staff would move for  
11 admission into the evidentiary record of the Exhibits 1 through  
12 285.

13 CHAIRMAN EDGAR: And the exhibits will be moved into  
14 the record. Thank you.

15 (Exhibits 1 through 285 marked for identification and  
16 admitted into the record.)

17 MR. TEITZMAN: There are no further matters.

18 CHAIRMAN EDGAR: No further matters. Any other  
19 matters for the parties before we move into oral argument?  
20 Seeing none. Okay. Then we will move right along, and we will  
21 hear from AT&T first, 20 minutes. Ms. Denburg, Mr. Hatch.

22 MS. DENBURG: Thank you, Madam Chair. I will reserve  
23 whatever time for rebuttal I do not use on my direct.

24 CHAIRMAN EDGAR: Okay.

25 MS. DENBURG: Thank you. My name is Dorian Denburg

1 and, with Tracy Hatch, I represent AT&T Florida.

2           This case is about Miami-Dade County violating the  
3 Commission's rules hiding behind a limited regulatory exemption  
4 for which it doesn't qualify by operating a commercial telecom  
5 business at a competitive advantage over all providers in  
6 Florida, including AT&T, because it is doing so free from this  
7 Commission's certification, oversight and regulation.

8           I appreciate the opportunity for this oral argument  
9 this morning. There is an extensive record and, as you have  
10 heard, there are 285 joint exhibits cited in the briefs, and we  
11 would urge your review of those exhibits in conjunction with  
12 the brief. But I'm pleased to have an opportunity during this  
13 limited time to present a general overview of AT&T's position  
14 in this docket.

15           I have three goals this morning: First, to address  
16 how the airport is violating this Commission's rules; second,  
17 to address why the airport does not qualify for the airport  
18 exemption; and, third, to address some of the County's  
19 arguments.

20           Let's talk first about how the airport is violating  
21 the Commission's rules. This case centers on STS. What is  
22 STS? STS is akin to a mini CLEC in a building, and it emanated  
23 out of hearings the Commission held in 1987 which resulted in  
24 the STS or shared tenant services order.

25           The statute which you have is clear: No person can

1 provide shared tenant services without being certificated. And  
2 the obligation again is clear; the burden is on the provider to  
3 obtain the certificate.

4 This Commission has a number of rules governing  
5 shared tenant services, and there are certain exceptions, one  
6 of which is the Airport Exemption Rule. Miami-Dade County  
7 believes it is exempt. We do not. And I'll get in, in a  
8 moment into why we believe the airport is not exempt.

9 But as you listen, I ask you to keep in mind why it  
10 is important that Miami International Airport, MIA, be  
11 certificated. In hiding behind an exemption for which it  
12 doesn't qualify and thereby operating a commercial telecom  
13 business it is violating the law. It's violating the statute  
14 over which this Commission has exclusive jurisdiction to  
15 enforce. Requiring certification will ensure a level playing  
16 field. Requiring certification will ensure that there is no  
17 unfair competition, and, critically, requiring certification  
18 will ensure that unregulated companies are not operating for  
19 telecom in the State of Florida.

20 Let's turn to the Airport Exemption Rule. The  
21 airport exemption provides that an airport is exempt if it  
22 provides STS, shared tenant services, to ensure the safe and  
23 efficient transportation of passengers and freight through an  
24 airport. Otherwise, the rule says, they need to be  
25 certificated. The text which I have before you says they need

1 to be certificated if they're going to provide shared tenant  
2 services to facilities such as a hotel, shopping mall or  
3 industrial park; in other words, facilities or entities which  
4 are not materially related to the function of an airport.

5           The Airport Exemption Rule on its face presents two  
6 straightforward questions: One, is the STS provided to ensure  
7 the safe and efficient transportation of passengers and  
8 freight; and, two, is it being provided to entities which are  
9 integral to the function of an airport?

10           In 1987 when the Commission was looking at STS and  
11 coming up with the rules governing STS, the Commission was  
12 concerned that too broad an exemption would allow airports to  
13 become unregulated telecom companies in a prescient fashion, we  
14 should say, just as Miami International is doing today. And so  
15 the Commission looked at what commercial entities were integral  
16 to the airport function.

17           At the one end, not requiring certification, the  
18 Commission looked at airports providing service to entities,  
19 and they looked at the Tallahassee airport as an example, to  
20 entities which were isolated or incidental like the newsstand  
21 at the airport or the coffee shop. The Commission could not  
22 agree upon a flower shop.

23           At the other end, requiring certification, the  
24 Commission discussed the Tampa airport, which had a group of  
25 shops at its center. And the Commission determined that

1 airport to a commercial arrangement like this did require  
2 certification. And as we sit here today, in fact, Tampa's  
3 airport is certificated. And let me tell you, Miami  
4 International far exceeds the Tampa airport either in 1987 or  
5 today. So, therefore, this case far exceeds the Tampa airport,  
6 which was certificated, and Miami International should be  
7 certificated today.

8           To the extent an airport provides shared tenant  
9 services to entities that are not integral to the function of  
10 an airport, it must be certificated and it must comply with the  
11 STS rules. The Miami International Airport has taken this  
12 limited exemption which has been repeatedly reaffirmed by the  
13 PSC and has turned it into a blanket exemption.

14           Let's talk about the three principal reasons now why  
15 the airport does not qualify for the limited exemption. You'll  
16 remember the Airport Exemption Rule poses two straightforward  
17 fundamental questions: One, is the STS for safety and  
18 security; and, two, is it provided to facilities integral to  
19 the functioning of an airport? The text says, again before  
20 you, the exemption is if STS ensures the safe and efficient  
21 transportation of passengers and freight.

22           First, the airport has a wholly separate system for  
23 safety and security. You'll recall, AT&T complained of STS  
24 being provided to commercial entities at the airport. The  
25 County says the STS is for safety and security. It's not, and

1 let me tell you why. It has two sets of phones. One set is  
2 specifically designed for safety and security, and the County  
3 hasn't addressed that with you. There's another for  
4 commercial. At deposition we learned these phones are provided  
5 to the concourses, to the gates, to the passengers and, you'll  
6 see in the testimony, at every location that is used for the,  
7 for the passengers. There are hundreds of these phones, if not  
8 over a thousand, by the County's own testimony. The County  
9 provides these phones which go directly to the nerve center of  
10 the airport. They go directly to the operations control room  
11 where they've got the emergency personnel, the fire rescue, the  
12 police, and these phones can be seen in the operations control  
13 room where the caller is calling from, the identification.  
14 These are separate phones, their evidence is in the record, and  
15 the couple of pages of testimony I have in front of you  
16 evidence that as well.

17 AT&T has no issues with these phones. Our concern is  
18 with the other phone service. Our concern is with the STS, the  
19 commercial entity. This is what needs to be certificated. We  
20 asked the County's representative why the STS is not in all the  
21 shops, why isn't the STS provided to all tenants? And you'll  
22 see again in his own words, "Because the airport needs to  
23 control expenditures." Thus, the fallacy is exposed. Not all  
24 tenants have STS because it's not for safety and security. If  
25 the STS was for safety and security, the County would provide

1 it to all tenants free of charge, not just the passengers. It  
2 can't say that the airport needs STS for safety and security  
3 but not provide it to everyone and provide it only to those who  
4 pay for it. It is simply not credible that STS is even related  
5 to safety and security, let alone that it ensures the safety of  
6 passengers and freight. That's the threshold. This Commission  
7 doesn't need to go any further before deciding that Miami needs  
8 to be certificated. So while the County suggests that STS is  
9 for safety and security, we now know it is not.

10           What's the second reason that the airport doesn't  
11 qualify for the Airport Exemption Rule? It's not an internal  
12 system. It is a full-fledged business. In 1987 when the  
13 Commission approved the STS order, it recognized that the scope  
14 and purpose of the airport exemption was for an internal  
15 system. The legislative history is clear on that, and that is  
16 fully briefed in AT&T's briefs.

17           At MIA there are no limits. It provides a panoply of  
18 services to a plethora of entities. It is, in short, a robust  
19 telecom company. And the County's own sales piece makes this  
20 very clear. The County trumpets its telephone service, its  
21 long distance, its voice mail, its LAN, the design, engineering  
22 and installation of conduit, its maintenance. It's helping  
23 companies meet their business objectives. It has extensive  
24 offerings that are so far beyond an internal system. The  
25 County was anticipating \$15 million. That is a lot of

1 unregulated business. But the County wanted more and it  
2 developed a marketing plan to generate additional customers and  
3 additional revenue, just like any robust telecom company.  
4 Again, you'll see, it's going after any business, virtually any  
5 business with a location inside Miami International Airport.  
6 They recognized they needed to finely craft their marketing  
7 message and their product offerings.

8           By the County's own admission their competitors are  
9 RBOCs. "There's no doubt," they said, "we compete more against  
10 all the service providers than against other box pushers." It  
11 is a full-fledged business, it is uncertificated and it is an  
12 unregulated telephone provider that competes by its own rules.  
13 The airport exemption was never meant to shield a commercial  
14 enterprise, and the airport does not qualify for the airport  
15 exemption.

16           The third reason that the airport does not qualify  
17 for the limited airport exemption is that it is providing  
18 service to facilities that are not integral to the function of  
19 an airport. It's providing to a shopping mall. And, again,  
20 you'll recall the explicit text of the Airport Exemption Rule.  
21 They have to be certificated before providing service to  
22 facilities such as hotels, shopping malls and industrial parks.  
23 The legislative history, again briefed, means are they  
24 providing to entities that are not integral to the function of  
25 an airport, just like Tampa was in 1987?

1           There can be no better example of providing to a  
2 shopping mall at an airport than Miami International, and let  
3 me show you why. Miami put out a press release touting its  
4 shopping at the airport, which is ranked nationally and  
5 internationally, called "100% Pure Miami Shopping." And the  
6 South Florida press picked up on this. They called the airport  
7 Miami's newest shopping mall, with more than a dozen trendy  
8 brand name shops in the central terminal, just like Tampa had  
9 shops at the center of its airport.

10           Critically, the County admits in its testimony that  
11 providing to these shops and concessions does not help move  
12 freight or passengers more efficiently through the airport.  
13 Tampa did this. Tampa was providing to the shops. Tampa got  
14 certificated.

15           This certification is instructive and, just like  
16 Tampa airport, Miami International Airport should be  
17 certificated. It is plainly obvious that Miami International  
18 does not meet the Airport Exemption Rule which is limited. It  
19 does not provide STS for safety and security. It is a  
20 full-fledged robust competing telecom company. It provides  
21 facilities -- excuse me. It provides service to facilities  
22 such as a shopping small, which is not integral to the  
23 functioning of an airport.

24           But let me go a step further. The fact that the  
25 airport does not qualify for the limited airport exemption is

1 not news to Miami International. The County's own notes from a  
2 conversation with the PSC staff just after announcing its  
3 purchase of the telecom system at Miami International is  
4 evidence of that. The County knew it needed to be certificated  
5 and the staff told it so.

6           These contemporaneous notes of the County make clear  
7 staff said if MIA is going to provide service not related to  
8 public transportation, hotels, shops, et cetera, we need to  
9 file an application. And, in fact, Miami began filling out an  
10 application, we have it here, but it didn't submit the  
11 application. It didn't seek certification. It chose not to  
12 seek an exemption. Why? We never got an answer to that. But  
13 the County did say, and, again, we have the testimony, there  
14 would be no prejudice to passengers by becoming certificated,  
15 no prejudice to the public by becoming certificated, no  
16 negative impact to the airport.

17           In conclusion, for each and all of these reasons it  
18 does not meet the limited Airport Exemption Rule and it needs  
19 to be certificated.

20           But before concluding my presentation, I would just  
21 like to say a few words about a couple of the arguments that  
22 are in the County's briefs. The County will say nothing has  
23 changed since 1987 and that it's always provided STS. The  
24 County will say it's used for safety and security and that it  
25 fits within the Airport Exemption Rule. But let me give you

1 the facts.

2           The County bought the airport system in 2002, 15  
3 years after the STS order. It was assigned all customer  
4 contracts, it began billing and collecting, it began service  
5 and repair, it began maintenance, and it received all customer  
6 complaints. It began, in short, to look like, act like and  
7 operate like the telecom company it is. And I'm going to show  
8 you what led to that, and it has nothing to do with safety and  
9 security. That is a post hoc rationalization designed to avoid  
10 certification.

11           Aside from having two sets of phones, one for safety  
12 and security, economics and politics, not safety and security,  
13 is what drove the sale. And these documents make it clear.  
14 The Sun-Sentinel article in 1999, Miami faced a criminal  
15 investigation and public scrutiny in South Florida over  
16 spending and corruption at Miami International Airport. These  
17 scandals are what underlay the motivation to purchase. The  
18 County reacted to this public scrutiny and the outcry and it  
19 formed an Efficiency and Competition Committee to review the  
20 state of telecom at Miami International Airport. They came  
21 back with recommendations, and the result was the decision to  
22 replace the mismanaged telecom contracts. We asked the  
23 County's representative why it decided to buy the contracts.  
24 He didn't say safety and security or an internal system, he  
25 said it was an business decision. We wanted to own our own

1 infrastructure and essentially we were tired of paying for  
2 every little jack. Again, the County's own words tell it best.

3           The two-year process of the decision to buy is  
4 memorialized in this directive, which memorialized the goal:  
5 The goal to provide better service at lower rates, not STS and  
6 for safety and security.

7           In conclusion, the clear and unambiguous terms of the  
8 statute and regulations require certification. If the  
9 Commission were to deny this petition, it would viciate the  
10 airport rule. It would render it meaningless. It would allow  
11 the limited exemption to become the rule and swallow the rule,  
12 to become the statute. That couldn't be the intent of the  
13 Commission to foster an entity that's self-regulating. Every  
14 airport could do this with impunity, and we already know that  
15 there are airports like Greater Orlando, which has intervened  
16 in this matter, which are watching and waiting for this  
17 Commission's decision.

18           We are not here to ask MIA to forfeit its investment,  
19 we are not here to ask MIA to disgorge its customers, and we're  
20 not here to relitigate the Airport Exemption Rule as the County  
21 asserts. We are here because AT&T believes that the rule  
22 should be followed by all, and that by requiring certification  
23 this Commission will ensure a level playing field for everyone  
24 and ensure that the airport telecom company will comply with  
25 your rules and be subject to the same rules and regulations as

1 every other CLEC and LEC in Florida. Thank you for your time.

2 CHAIRMAN EDGAR: Thank you. How would you like to  
3 apportion your time?

4 MS. KIDDOO: I think we're going to split ten minutes  
5 and ten minutes.

6 CHAIRMAN EDGAR: Okay.

7 MS. KIDDOO: And I think I'll, I'll go first and then  
8 Mr. Hope can, can close.

9 CHAIRMAN EDGAR: All right. You're recognized.

10 MS. KIDDOO: Thank you.

11 Thank you very much, Commissioners, for allowing me  
12 the opportunity to participate in today's hearing. I have a  
13 great sense of deja vu sitting here. Although I've never been  
14 in this particular Commission room, I was in the Commission  
15 room in the old Commission when this case was litigated,  
16 believe it or not, 20 plus years ago. I hasten to say I had no  
17 gray hair at that time. I think that this case probably gave  
18 me my first gray hairs.

19 I represent the Greater Orlando Aviation Authority,  
20 which is not a defendant in this case but has a substantial  
21 interest in the outcome insofar as AT&T -- and if I call AT&T  
22 BellSouth, I apologize. It's hard for me to get over that.  
23 But if AT&T is trying to, is, in fact, trying to relitigate the  
24 case that we spent countless hours in depositions, discovery  
25 and hearings -- we had hearings that went far into the night

1 talking about the airports and how it is that they have to deal  
2 with extraordinary security concerns. That was in 1987. It  
3 was before September 11th, 2001. If anything, the kinds of  
4 concerns that the Commission addressed in that proceeding have  
5 increased exponentially since that time.

6 GOAA has always, since 1981, operated a shared  
7 airport system, and there was a lot of testimony you will find  
8 in the record from GOA's witness about the kinds of sharing  
9 that went on. That sharing extended to both the secured  
10 airport field and all of the freight operators, airlines and  
11 others, but it also extended to the concessions and other  
12 entities in the airport terminal.

13 We have addressed the legal issues in our brief, and  
14 I think my purpose here today is to give you some of the  
15 context of the decision and show you why, with all due respect,  
16 AT&T is, is manipulating and stretching the Commission's rule.

17 1987 was a long time ago in regulatory terms; in  
18 actual terms as well. And in 1985 the status quo was that  
19 there was no competition for local service in this state.  
20 There were hearings about commercial shared tenant operations  
21 that were declared to be illegal, and, as a result, the various  
22 parties sought legislation, and the Commission was given  
23 authority to allow in limited circumstances the sharing of  
24 local services in shared tenant context. And the Commission  
25 had a proceeding in which it examined commercial STS operations

1 in a business context, in commercial office buildings, and  
2 determined that with some very substantial restrictions that  
3 kind of sharing was in the public interest. And the  
4 restrictions included things like limitations and prohibitions  
5 on any intertenant calling between unaffiliated tenants, there  
6 was a 250 trunk limitation, there were single building  
7 limitations, there were requirements that 911 service go to the  
8 incumbent local telephone company and other things like that.

9 The Commission therefore had to look at airports  
10 because airports, as the Commission found, are very unique  
11 entities. The prohibition on intertenant calling was, in the  
12 Commission's view, a substantial jeopardy to the safety and  
13 security of airport passengers in context like the GOAA and  
14 Miami shared arrangements.

15 So they adopted, the Commission did, the 1987 STS  
16 order that Ms. Dorian cited, Ms. Denburg cited, I'm sorry, and  
17 found that airports have a unique mission. They operate for  
18 the convenience of the traveling public. The mission of the  
19 airport is the convenience of the traveling public, the  
20 transport of passengers and freight through an airport. It  
21 poses unique security concerns and it warranted restriction and  
22 exemption from the STS, commercial STS limitations.

23 There were examples, lots of examples of sharing in  
24 the airport and why sharing of telephone service, the immediate  
25 ability to dial zero and get airport operators and airport

1 security was, in fact, critical. And, in fact, one of the --  
2 two of the examples that GOA's witness cited way back then was  
3 a hostage situation in a restaurant and a shoeshine stand in  
4 which the fact that the shoeshine stand and the restaurant had  
5 telephones that were interconnected to the airport system and  
6 could dial zero and get into security made them the command  
7 posts in those security situations.

8           The notion that a separate security system is  
9 available at Miami and therefore there's no need for any  
10 sharing by airport tenants and concessions is absurd. That  
11 would take us back. The whole thing that the Commission was  
12 looking at at that time was the fact that you could pick up  
13 virtually any telephone in the airport and get directly to  
14 airport security. To have to have a special system and know  
15 which telephone to get to in order to call security would take  
16 us back to the pre-1981 era.

17           911 service, for example, the 911 service in a shared  
18 system goes directly to the airport public safety access point.  
19 If the system was not part of the shared system, the telephone  
20 call would go into the Orlando central office and back out to  
21 the airport sent PSAP. That makes no sense. There can be  
22 cable cuts and other security breaches that the Commission was  
23 concerned that it didn't want to micromanage on behalf of  
24 airports.

25           What the Commission found was that with respect to

1 concessions in the airport terminals and other support entities  
2 who occupy the airport for the purpose of supporting the travel  
3 of passengers and the transport of freight share the same  
4 mission, operating an airport.

5           The notion that providing telephone service to a  
6 concession such as the Disney Store in the Orlando terminal  
7 converts the Orlando terminal or the Miami terminal into a  
8 shopping mall defies the way that the Commission looked at that  
9 term.

10           In an earlier proceeding in this docket two years  
11 ago -- I think, Commissioner Carter, you were there. I'm not  
12 sure that the rest of you were. At that hearing, Chairman Baez  
13 at that time pointed out that a shopping mall -- that he had  
14 never once woken up in the morning and said, hey, I need a pair  
15 of pants. Let me go shop at the airport. Those shops are  
16 there for the convenience of the traveling public. They share  
17 the mission of that airport.

18           The Chairman's comment two years ago is strangely  
19 reminiscent of the discussion that occurred at the Commission  
20 meeting. I have handed up, I think, to the Commissioners and  
21 the other parties an excerpt. Because when you try to dissect  
22 what the Commission meant by the STS order in which they talked  
23 about the mission of an airport being the safe and efficient  
24 transportation of passengers and freight and what they meant by  
25 the exception for hotels, shopping malls and industrial parks,

1 you need to consider the context of the Commission's decision  
2 and what they discussed. These excerpts are somewhat rambling,  
3 as Commission meetings sometimes can be, but if you follow the  
4 thread in the Commission discussion, it is quite clear that  
5 what the airport -- that the airport tenant served the  
6 traveling public and freight and they should be permitted.  
7 Where you serve -- where the shared system serves those types  
8 of tenants it is, in fact, permitted.

9           And what was not permitted were the kinds of  
10 expansions that GOAA and Miami were considering at that time.  
11 For example, there was a trade port that was in consideration  
12 to be built on the periphery of the Orlando airport. That  
13 trade port, industrial park has since been constructed. It is  
14 not part of the, the airport terminal. It is a place where the  
15 public can come that's not the traveling public and, therefore,  
16 it is not part of the shared system. That was the industrial  
17 park that was being discussed. The shopping mall, there is now  
18 a shopping mall at the Orlando Executive Airport on the  
19 periphery of that airport campus. That shopping mall is  
20 accessible and used by nontraveling public. It's therefore not  
21 part of the shared system. But that is a shopping mall. It's  
22 a place where people go to shop, not to travel.

23           Similarly, the hotel, the hotel was in contemplation.  
24 The Commission was concerned that there was really no need for  
25 hotel guests to be able to intercommunicate directly with other

1 airport tenants. That hotel is not part of the shared system.  
2 Those are the kinds of functions that the Commission meant by  
3 those exemptions, and you will clearly see that in the excerpts  
4 that you have in front of you.

5           The Commission defined the mission of an airport in  
6 its broadest sense: The traveling public, the transport of  
7 freight. And to the extent that Miami is providing service to  
8 the traveling -- to entities that support the traveling public  
9 as opposed to shopping malls where people go to shop when  
10 they're not traveling, those entities, whether or not they're  
11 commercial and whether or not they were located in a shopping  
12 mall, they would be part of an STS, should be permitted in the  
13 context of an airport.

14           As I said, concerns about safety and security and  
15 management of an airport are more important today than they  
16 were 20 years ago. To construct -- constrict an airport's  
17 ability and to have the Commission manage and want to regulate  
18 airport service serves no useful purpose where the airports are  
19 providing service to entities that are participants and  
20 affiliates in the sense that they support the traveling public,  
21 that they are located in terminals of airports which are among  
22 the most highly security conscious locations in the world.  
23 It's not clear to me why, why BellSouth or AT&T is interested  
24 in this relitigation of those issues, and I would certainly  
25 urge the Commission not to do so.

1 CHAIRMAN EDGAR: Sorry, but I was going to say I have  
2 you just over ten minutes just as an FYI.

3 MS. KIDDOO: Thank you.

4 CHAIRMAN EDGAR: Thank you.

5 MR. HOPE: Thank you, Madam Chair, and good  
6 afternoon. David Stephen Hope on behalf of Miami-Dade County.  
7 Over the two-year process that we've been in front of this  
8 Commission AT&T's story has changed.

9 First, two years ago at the motion to dismiss hearing  
10 they stated, and also in their complaint, MIA is serving  
11 hotels, they're serving shopping malls, they're serving  
12 establishments that are off the airport property, and today, as  
13 reiterated from their briefs, we have a separate system for  
14 safety and security and we don't provide telephones and force  
15 tenants to have our telephones.

16 Now what's really going on? The County has served  
17 the Miami airport hotel, which is part of the terminal  
18 building, on a fully partitioned basis pursuant to PSC rules  
19 since 1987. Fully partitioned means there's no sharing of  
20 local service as was identified and required by the Commission  
21 in 1987. There are no shopping malls, there is no evidence of  
22 serving establishments that are off the airport campus, and  
23 there's definitely no separate system. There is one airport  
24 system which the County first leased in 1982 and finally  
25 purchased the equipment in 2002. So the County has been

1 providing that airport system for over 20 years. So the  
2 fiction that now the County is an STS provider and now the  
3 County needs to be certificated because it is violating the  
4 spirit and the letter of Florida Statutes and Commission rules  
5 is totally false.

6 And another requirement by this Commission with the  
7 STS order, which I will get into, was because AT&T was upset  
8 that the STS order was passed, the Commission said, okay, if a  
9 shared tenant service tenant wants to have service directly  
10 from the local exchange company, it can. Therefore, you STS  
11 providers like GOAA and like the County, you cannot force all  
12 your tenants to have your phones. And that's codified in  
13 25-24.575(1) of the STS shared tenant service rules. So that's  
14 one of the fallacies of AT&T's argument.

15 But let's get into this. What's the real motivation?  
16 AT&T wants a roll back to pre-1987 days. One, if that's the  
17 case, this isn't the proper proceeding. Two, adjust the rules  
18 of the PSC and what has been passed. But even more than that,  
19 over 20 years ago this Commission saw the importance of  
20 intercommunication behind the switch on an airport campus and  
21 it looked at certain things and in the STS order it talked  
22 about it. It talked about the airport and why it was unique,  
23 and the convenience to the traveling public, and also the  
24 ability or the responsibility to ensure the safety and  
25 efficiency of transportation. And eventually all of this was

1 codified in initially the STS order, but then the airport  
2 exemption to carve out an exempt airport due to their unique  
3 nature was codified at 25-24.580, Florida Administrative Code.

4 But let me go specifically to some of the language  
5 that's in the STS order which dealt with airports. I want to  
6 quote two specific sections: One which talks about what  
7 started this, which was, "One unique communication need is the  
8 ability of airport tenants to quickly communicate with one  
9 another for security reasons."

10 And the second part, which gets into what was raised  
11 by co-counsel, since you put us all on the same side and split  
12 our time, about the mission of the airport and where we got  
13 into dividing things and bright lines. "There was some  
14 discussion at the hearing of extending local sharing to  
15 services such as hotels, shopping malls and industrial parks.  
16 To the extent an airport engages in this type of local  
17 sharing," there must be, they must, "it must be certificated as  
18 an STS provider."

19 So what does that mean and what does that tell you?  
20 One, at the agenda proceeding where the vote was finally taken,  
21 January 8th of 1987, there was a lot of discussion back and  
22 forth in terms of what do we keep in, what do we take out,  
23 where can we draw lines? And what first happened was the whole  
24 discussion of -- and as co-counsel has said, how it came up,  
25 those independent facilities that are apart from the airport,

1 hotels, free-standing shopping malls where people come to shop,  
2 industrial parks where people do business. And then there was  
3 the conversation back and forth in terms of concessions and  
4 their import: Should they be in, should they not?  
5 Conversation about the bar in Tallahassee, conversation about  
6 the hotel, conversation about restaurants and their importance  
7 because, one, people need to eat, two, people get stuck places  
8 and have to stay over. But more so, you can't just step out of  
9 the airport and cross the street and get a bite to eat if  
10 you're hungry, so the restaurant conversation came in. And  
11 then it continued in terms of the different types of shops and  
12 stores and what goes on and what's necessary. And what it came  
13 down to was, as was stated, was the mission of the airport and  
14 things that an airport could do and provide in its broadest  
15 sense.

16           And specifically Commissioner Herndon said, "The  
17 mission of the airport," and he was the one that was really  
18 talking about this a lot, he said, "The mission of the airport  
19 is to provide an environment where travelers," and he took  
20 freight aside, "where travelers can move in an efficient, safe  
21 manner. They have the necessary kind of amenities to make  
22 their travel productive. If their clothes are ruined, they can  
23 replace them. They can get food, buy a trinket for a relative.  
24 I think those are part of the mission of the airport." And  
25 ultimately it was decided because you couldn't draw some bright

1 line between different types of concessions, certain things  
2 that were essential like food concessions, but the other things  
3 that were also essential because they were, one, incidental to  
4 the airport's function, and also they were there for the  
5 traveling public's convenience, and this was about the public  
6 interest to the traveling public. And it was then all tied  
7 together in terms of safety and security to help ensure it.  
8 The more of those concessions that were tied into the shared  
9 system, then that helped facilitate safety and security.

10           And the examples were given about an airport terminal  
11 in another state that had been highjacked, examples were given  
12 in terms of concessions that were used as staging areas for  
13 terrorist attacks or when they had to evacuate. And  
14 Commissioner Nichols said, "It makes more sense to keep them  
15 all in than to try and decide how to get rid of them." And as  
16 already stated, in a post-9/11 world how are we going to decide  
17 and leave something out and then something happens?

18           But it gets even clearer in terms of looking  
19 specifically at the plain language of what this Commission  
20 decided over 20 years ago. So you said in the STS order in  
21 1987 that airports are unique animals, it's in the public  
22 interest, it's about the convenience of the traveling public,  
23 and these systems are good because it helps ensure the safe and  
24 efficient movement of transportation and freight.

25           So the airport exemption was codified at 25-24.580,

1 and then there were a couple of amendments. But the most  
2 important amendment was the 1992 rule amendment, which gives  
3 you the current airport exemption which we're here in front of  
4 you today.

5 Now in front of you there is a diagram which is  
6 entitled "STS Airport Exemption Diagram," and that was created  
7 by staff. And that was attached to -- and it's our Exhibit  
8 201. That was attached to staff's memorandum which explained  
9 the rule amendment and hence the rule that we have today. And  
10 let me just quote a couple of things in the discussion of the  
11 issues and staff's analysis.

12 One, the last bullet point that staff said on Page 2  
13 was, "To address GOA's concerns about the confusing language,  
14 it still accomplishes staff's goal to make it clear that an  
15 airport must get an STS certificate if it provides local  
16 service to a nonairport facility, regardless of whether it  
17 partitions its trunks. Staff has proposed a further revision."  
18 A "nonairport facility" is key because AT&T wants you to  
19 believe that the concessions at MIA constitute a nonairport  
20 facility, and that's not the deal at all. The concessions at  
21 MIA were specifically discussed in 1987 at the January 1987  
22 proceeding before the vote to vote for STS. The hotel at Miami  
23 International which is part of the Miami International terminal  
24 was specifically discussed and how to configure service such  
25 that either it had to be certificated or not certificated. So

1 all of this was specifically discussed and approved in the  
2 scheme that we are operating under today and the rule allows.

3 But staff says in summarizing the codification, "In  
4 summary, our interpretation of the STS rule is as follows: An  
5 airport may share trunks for airport purposes. This requires  
6 no STS certification." So we comply. But more so, "An airport  
7 may also use one switch to do the following: It may partition  
8 trunks into two trunk groups. The first trunk group will serve  
9 the airport. This group of trunks does not have to be  
10 certificated." Still comply. "The second group of trunks will  
11 serve an industrial park or a mall or some other arrangement  
12 that would be considered an STS arrangement."

13 Now to the diagram which explains that, you have the  
14 central office of the local exchange carrier. Trunks come  
15 through, go to the airport. All of our retail concessions are  
16 in the airport, as discussed in 1987, continues to exist today.  
17 Then you have trunks breaking off into an independent  
18 industrial park, which was the concern about an industrial park  
19 off the airport campus, or to a shopping mall, which was the  
20 concern going to a shopping mall focuses on shopping, people  
21 come there to shop off the airport campus. Those are your  
22 nonairport facilities, not concessions that exist in the  
23 terminal which are there for the traveling public. No one  
24 comes to MIA to shop.

25 Perfect example, yesterday in my haste, I'm

1 traveling, I get, I check in. I'm on my way to my office.  
2 Realize, "What did you forget, David? Oh, you forgot socks.  
3 Not going to be pretty if you're in a suit with no socks."  
4 Stopped by one of the retail concessions, pick up a pair of  
5 socks, and my feet are nice and warm today because of that  
6 retail concession.

7 CHAIRMAN EDGAR: And, Mr. Hope, your time is about up  
8 as well.

9 MR. HOPE: Let me, in closing briefly, Commissioner,  
10 let's talk about what this is. There is no separate system.  
11 There's one phone system. It has existed since 1987. There  
12 are communications from BellSouth, within BellSouth to everyone  
13 else which basically says that the County is the STS provider.  
14 Specifically, let me just read one last thing in closing that  
15 says, "1990 memorandum," which talks about how we are. "It is  
16 the PSC staff's position that the airport, MIA, is not an STS  
17 provider. They are providing service under an exemption to the  
18 rule."

19 AT&T has always -- and I just called them  
20 BellSouth -- AT&T has always recognized the County as an STS  
21 provider. We're providing service and we comply with the rule,  
22 and we respectfully request that you deny AT&T's petition.

23 CHAIRMAN EDGAR: Thank you.

24 Ms. Denburg, you had approximately a minute remaining  
25 in your time. And realizing that I did let Mr. Hope go over in

1 order to close out that last thought, I think I'll give you  
2 about three minutes, if you would like to use that, for  
3 rebuttal.

4 MS. DENBURG: Thank you, Madam Chair. A couple of  
5 points. Clearly, the STS has gone way beyond the internal  
6 system. And just to their point, their safety and security  
7 phones have the four-digit, the caller ID. To the extent it is  
8 for an internal system behind the PBX we don't have an issue on  
9 it. We had asked in discovery if the County could tie the use  
10 of STS to safety and security. We got one list of, of  
11 evacuations. The witness could not tie the use of STS to the  
12 evacuations and bomb scares. That's fully briefed and we'd  
13 encourage you to look at that in terms of a good understanding  
14 of how that issue really plays out.

15 In terms of the hotel, the focus in this docket has  
16 really been on the airport. The County's briefs have been  
17 inconsistent on this point. It's taken the position that  
18 simply because it was partitioned it did not need to be  
19 certificated. That position was squarely overruled by this  
20 Commission. Again, I would refer you to the briefs if there's  
21 any question on that.

22 Let me take one moment, about one minute to address  
23 the stand-alone facility of the shopping mall that both GOAA  
24 and Miami have made. This position is again set forth in the  
25 legislative history. It is incorrect. The Commission had a

1 discussion about Tampa, which had a shopping mall right there.  
2 It would render in essence any of the discussion about Tampa  
3 nonsensical and moot if this shopping mall had to be a  
4 stand-alone building. It couldn't have been a stand-alone  
5 building to have a conversation about Tampa providing service  
6 to the shopping malls and then requiring certification.

7           Number two, that's taken out of context.

8 Additionally, why would the airport partition the hotel switch?  
9 It was in the middle. You can't say that the shopping mall has  
10 to be stand-alone, but, oh, the hotel is in the middle of the  
11 airport and so we're going to partition that. It's sort of a  
12 pick and choose, that you've got to be consistent.

13           Additionally, the Commission has used facilities in a  
14 number, the word "facilities" in a number of different senses.  
15 You can look at the definition of a telecom company and it  
16 would make no sense to impose a single building requirement.  
17 In other words, the definition is providing a service to the  
18 public for hire by use of a facility. We're not talking about  
19 a facility having to be in a separate stand-alone building. So  
20 the bottom line is it's incorrect. The legislative history  
21 bears that out.

22           And let me make one last remark in closing. They say  
23 that we want to roll back to 1985. Nothing could be further  
24 from the truth. In fact, if we rolled back to 1985 and 1987,  
25 the County couldn't be providing service because BellSouth at

1 the time was a monopoly. What we want is to be  
2 forward-looking. We want to roll forward to 1985 -- 1995 when  
3 CLECs were authorized to provide the full panoply of services  
4 under rules that this Commission established, and what we want  
5 is just for everybody to play by the same rules and  
6 regulations, which in this situation would require  
7 certification. Thank you for your time.

8 CHAIRMAN EDGAR: Thank you.

9 Commissioners, while we are all gathered together,  
10 any questions for any of our parties?

11 Commissioner McMurrrian.

12 COMMISSIONER McMURRIAN: I think I have four or five,  
13 Chairman.

14 This is for -- is it Mr. Hope or Holt? I'm not -- I  
15 didn't quite catch --

16 MR. HOPE: Hope. H-O-P-E.

17 COMMISSIONER McMURRIAN: Hope. H-O-P-E. Thank you.

18 Mr. Hope, on Page 17 of the, of AT&T's handout -- I  
19 don't know if you have that in front of you or not, the slides.  
20 It's the PSC application for STS. And I think Ms. Denburg said  
21 that they had asked why MIA hadn't completed the application,  
22 but they never got an answer. So I guess I wanted to ask --  
23 and maybe Part B of that is -- I want to fully understand what  
24 is it you're doing now in providing these services that you  
25 won't be able to do if you got a certificate from, an STS

1 certificate from the Commission?

2 MR. HOPE: Let me answer the second part of your  
3 question first, Commissioner.

4 The County would still be able to provide the same  
5 services if it were required to be certificated. But the  
6 reason this Commission came up with the airport exemption was  
7 so airports did not have to be certificated unless there were  
8 certain things that it was doing outside of the exemption. So  
9 that's why the County, GOAA, other airports fought for the  
10 exemption and fight so hard to remain from having to be  
11 certificated because, unlike AT&T, which this is its business,  
12 they understand filing rates and tariffs and the taxes that  
13 they have to pay and paying into. Airports are different.  
14 Airports have to generate and be self-sufficient to pay for all  
15 of the things in the operation of an airport. And the  
16 additional regulatory burdens that come with a certificate for  
17 an airport, hence the airport exemption, skews what an  
18 airport's mission is and what it does vis-a-vis the local  
19 exchange company.

20 But to your first point with the handwritten notes --  
21 and let me point out a couple of things which weren't  
22 established by AT&T. First, if you notice, the date of these  
23 notes was November 28th of 2001. There are correspondence  
24 dating back to the early 1990s where AT&T establishes,  
25 communicates, even argues in front of the Commission that the

1 County was the STS provider at MIA. What this was was our  
2 chief of telecom, who is here, a conversation that he called up  
3 to find out the lay of the land in terms of making sure that  
4 our systems continued to comply with the rules, and there were  
5 some handwritten notes.

6 And what's highlighted here, if MIA is going to  
7 provide service not related to public transportation, hotels,  
8 shops, et cetera, we need to file an application. That was a  
9 paraphrase of what one of the PSC staffers said. Yes, it's a  
10 paraphrase of the airport exemption. But after doing this and  
11 after a businessperson started drafting an application just to  
12 do it, they went back, researched, spoke with legal, spoke with  
13 other people and saw that the airport wasn't going to do  
14 anything in addition such that that certificate would be  
15 necessary.

16 And what's key here is what the airport was doing and  
17 what it's doing today. And as of November 26th of 2001 the  
18 airport was doing the same thing that it was doing in 1987 and  
19 the same thing that it's doing in 2007. The same types of  
20 concessions which the Commission thought about and approved and  
21 spoke about, those are the concessions to which we are  
22 providing service. So I hope that answers your question.

23 COMMISSIONER McMURRIAN: I think that did. I have a  
24 few more. I mean, part of your answer, I think, Mr. Hope, you  
25 talked about how, in answer to the second question which you

1 answered first, you talked about that the airports didn't have  
2 to get an STS certificate unless they were doing certain things  
3 outside the airport function. And that leads to a question I  
4 had about -- it's Page 12, I guess, in the, in the same  
5 handout. And it looks like this is a, it's some kind of  
6 advertisement perhaps on behalf of MIA about the shops. In the  
7 air -- let me ask that. Are these shops in the airport? Or if  
8 you can use this diagram that staff has provided to tell us  
9 where are the shops that this advertisement refers to so I can  
10 just gain a better understanding.

11 MR. HOPE: All of the concessions which are being  
12 spoken about in either this article or any of the things that  
13 AT&T has raised are located throughout various areas of the  
14 terminal building of the airport. So what you have is --  
15 unlike a shopping mall where you have a building with all the  
16 stores and then you might have a movie theater and then you  
17 have a food court, in the terminal, because the majority of the  
18 terminal are check-in gates, security gates, gates for  
19 boarding, you have various areas. You might have two  
20 concessions, then you have a baggage storage area, then you  
21 might have another two concessions, then you have some  
22 elevators, then you have the skycaps. So they're sporadic  
23 throughout the airport terminal.

24 COMMISSIONER McMURRIAN: Mr. Hope, are the stores  
25 that are listed in this, these Ron Jon Surf Shop, Havana Shirt

1 Store, Airport Wireless, just for examples there, are they  
2 receiving the shared tenant -- well, strike that. Are they  
3 receiving the service that's in dispute here?

4 MR. HOPE: Interestingly enough, some of them might.  
5 But what's interesting is what AT&T has put forward is the  
6 overall assumption, and this is their burden, that all of the  
7 retail concessions are STS customers, and that's far from  
8 correct. So I can't tell you definitively if Havana Shirt is a  
9 customer, but you have our confidential customer list. It's  
10 not breaking confidentiality to show, to say that we have  
11 62 customers. It's also not breaking the confidentiality to  
12 say of those 62 customers, nine are concessions. Nine of 62.

13 What's interesting here, just so you understand, AT&T  
14 is the local and long distance provider to the aviation  
15 department which operates the airport. And, hence, because the  
16 aviation department is on our switch and the STS customers that  
17 are on the switch, they're the local and long distance provider  
18 for a majority of the concessions of which they're now trying  
19 to argue about.

20 Specifically in discovery staff asked about Sunlass  
21 Hut, Exhibit 284. Well, guess who their local service provider  
22 is? AT&T. We had to get them to release a bill from Ohio  
23 pursuant to the request to show that they have direct service  
24 from AT&T, like a lot of customers, and that's something that  
25 AT&T fought for back in 1987. So they come back in here and

1 they show all of these articles about these stores wanting you  
2 to presume that these are all of the County's STS customers,  
3 and that's not the case.

4 COMMISSIONER McMURRIAN: I think I have one more,  
5 Chairman.

6 I was in the room the day that former Chairman Baez  
7 made the comment about the pair of pants, and I've remembered  
8 it fairly well. But I guess as I look at this, this page I  
9 have before me, and with your caveat that perhaps some of these  
10 are included in the, in the concessions that are in dispute and  
11 some aren't, I mean, isn't this ad essentially telling former  
12 Chairman Baez to reconsider and come shop for a pair of pants?

13 MR. HOPE: Absolutely not. Because first and  
14 foremost, I don't know when the last time it was that you flew  
15 through Miami International Airport, but it is inconvenient,  
16 one, to get to the airport, to park at the airport and then to  
17 do anything at the airport. And they're my client, but let's  
18 be, be real here. This is about letting travelers know that  
19 you want to travel through Miami because we have, quote,  
20 unquote, stepped up our game. All the other major  
21 international airports are doing these types of things because  
22 that is what the traveling public requires. And, remember, 20  
23 years ago this Commission had that vision. They said and they  
24 saw this is about the convenience of the traveling public.  
25 Specifically, as I said to you, if their clothes get ruined,

1 they have, they can replace them, they can buy food, they can  
2 buy a trinket. Visionaries you were, and you should continue  
3 to be. And everything that the County has done is within the  
4 ambient of what this Commission approved.

5 CHAIRMAN EDGAR: I can't let it go without commenting  
6 that maybe some of the visionary thinking was the discussion in  
7 the transcript about the need for a bar at the airport if you  
8 were going to be traveling.

9 (Laughter.)

10 Commissioner McMurrin, were you done for the moment?  
11 Commissioner Argenziano.

12 COMMISSIONER ARGENZIANO: I'm trying to figure out  
13 several things here. First of all, if, if -- I guess we're  
14 looking at -- and the transcript that you handed out of a  
15 partial conversation from past chairmen and women of this  
16 Commission indicates that there was a motion made that  
17 everything was to be included in the airport as being a unique,  
18 being a unique entity and therefore exempt. But then there was  
19 also a statement by Commissioner Marks which sounded contrary.  
20 It said, "Well, I see -- I'll vote for that because I think  
21 that that would exclude then the flower shop on the concourse,  
22 and I think it would exclude then the restaurant and all of  
23 that," which seems contrary to the, to the motion that was  
24 made.

25 MS. KIDDOO: Your Honor, I can, I can answer that.

1 Yes, it was.

2 COMMISSIONER ARGENZIANO: Okay.

3 MS. KIDDOO: And Commissioner Marks was the one  
4 vote -- it was a four-to-one vote. Commissioner Marks did not  
5 agree that the airport should be exempt from the STS rules.

6 COMMISSIONER ARGENZIANO: Okay. So then his  
7 statement that he could vote for that, he then changed it  
8 because he realized it did include everything in.

9 Well, what I don't understand is that how some things  
10 are included and some are not. Isn't it all the entity is  
11 being, you know, unique entity being everything in the airport?  
12 Because I've got to be honest with you, I don't ever think  
13 about going to the airport to buy anything unless I'm there for  
14 flying purposes. So I don't understand how some are part of  
15 AT&T and some are not. If you could elaborate.

16 MS. KIDDOO: The Commission's STS rules require that  
17 any STS provider make any tenant who has the desire to do so  
18 able to connect and have direct service from the local  
19 telephone company, and the airports are, in fact, subject to  
20 that. And so there are customers who for whatever reasons --  
21 because, for example, I suspect that the Sunglass Hut has a  
22 nationwide contract that they have and they get direct service.

23 COMMISSIONER ARGENZIANO: Okay. So then -- Madam  
24 Chair. It is their choice.

25 MS. KIDDOO: It is their choice.

1           COMMISSIONER ARGENZIANO: Okay. So then if it's a  
2 choice, then I have to ask the reverse question, as  
3 Commissioner McMurrian did, as to then why, why, why does AT&T  
4 want the County to have their certificate and what benefit do  
5 you derive? Maybe it's not sinking in here, but what benefit  
6 would you derive? And then if you could answer what you think  
7 their benefit is to getting the certificate if they've already  
8 partitioned, which seems to be what the exemption says they can  
9 do.

10           MS. DENBURG: Okay. Again, set forth in our briefs,  
11 partitioning clearly does not mean they do not need to be  
12 certificated. That position was squarely overruled and that is  
13 not the state of the law.

14           The other thing I would just mention, Commissioner  
15 Argenziano, in picking up on your concept, on your question  
16 about that everything, you know, that the transcript showed  
17 everything to be included and that everything is exempt, we  
18 need to remember that the, that the, the linchpin, if you will,  
19 is is the service provided for safety and security to entities  
20 which are integral to the functioning of an airport? So --

21           COMMISSIONER ARGENZIANO: Madam Chair.

22           CHAIRMAN EDGAR: Uh-huh.

23           COMMISSIONER ARGENZIANO: I don't see that. I don't  
24 see where it says integral. It says --

25           MS. DENBURG: Well, the discussion of the

1 Commissioners in terms of the spectrum, looking at the spectrum  
2 like the Tallahassee airport and the incidental, what didn't  
3 need to be certificated, and then they talked about the  
4 facilities such as the hotel, shopping mall. Inherent in that  
5 discussion and the legislative history which is contained in  
6 our briefs makes it clear that in this fourth category that  
7 Commissioner Herndon brought up that they're talking about  
8 the -- that's why they couldn't agree on a flower shop. And  
9 the --

10 COMMISSIONER ARGENZIANO: But I'm still -- I'm sorry.  
11 I don't mean to cut you off, but in the interest of time what  
12 I'm having a problem with is if I'm in an airport, to me  
13 security in an airport means everywhere I am in that airport.  
14 If I'm in a store buying a newspaper in one of the concessions  
15 and I see something suspicious, that's security. I want to  
16 know that there's, you know, security or whatever it is that  
17 accommodates every place in the airport.

18 And I guess I go back to the exemption, and I don't  
19 know if you're citing to me case law, but the exemption in  
20 front of me says that -- let's see. Let me find the right part  
21 so I don't have to read the whole thing. "However, if the  
22 airport partitions its trunks, it shall be exempt."

23 MS. DENBURG: I understand. This is from '91.  
24 Again, in our briefs I refer you to the '92 amendment. The  
25 '92 amendment was specifically and wholly directed to clarify

1 the very confusion that you understandably are raising. And in  
2 '92 they, they brought, had proceedings because they were  
3 exactly concerned that this last sentence would leave the  
4 impression that you have, which is that partitioning would mean  
5 you don't need to be certificated. So that is resolved in '92.

6 COMMISSIONER ARGENZIANO: May I ask you --

7 MS. DENBURG: Sure.

8 COMMISSIONER ARGENZIANO: You handed this out. Why  
9 would you not give me the written '92 language and give me the  
10 --

11 MS. DENBURG: This is the Airport Exemption Rule.

12 COMMISSIONER ARGENZIANO: Why wouldn't I have before  
13 me the '92? Because this is what I have to look at right now,  
14 and I'm looking at the rule that says that they can be exempt  
15 if they partition. And you're telling me that a year later --

16 MS. DENBURG: It's all in the -- well, it's set forth  
17 in the briefs. And I think that, you know, it just wasn't, it  
18 didn't come out in another fashion like this. I think it'll be  
19 very clear in terms of the, the proceeding really did make  
20 perfectly clear beyond peradventure that partitioning itself  
21 does not mean no certification, that certification is still  
22 required.

23 Let me go to your question about why does AT&T -- and  
24 I'd like to ask you either to rephrase your question or I'd  
25 like to restate it to make sure that I understood your

1 question.

2 COMMISSIONER ARGENZIANO: Okay. Madam Chair.

3 CHAIRMAN EDGAR: Yes.

4 COMMISSIONER ARGENZIANO: What I'd like to know --  
5 Commissioner McMurrian had asked the County, you know, why they  
6 needed a certificate if they felt that they were exempt. What  
7 I'm asking you is why do you want the County to have a  
8 certificate? What does AT&T benefit from it?

9 MS. DENBURG: Okay. AT&T, like every other provider  
10 in Florida, benefits in the way, in this very simple manner  
11 that we're all playing by the same set of rules. Otherwise,  
12 you have all the CLECs in Florida and all the LECs in Florida  
13 playing by one set of rules, and you have Miami playing not  
14 just by another set of rules, if I may, but by its own set of  
15 rules.

16 COMMISSIONER ARGENZIANO: Madam Chair, can I respond  
17 to that?

18 Are you leaving out some benefit? Because that  
19 sounds all well and good, but I don't think you'd go through  
20 all this just to -- I just have a real problem. Maybe I can  
21 hear from the other side. And I appreciate your response.  
22 Maybe I can hear from the other side as to why they think AT&T  
23 would want to -- and to respond to the rule in '92, if you  
24 would, please.

25 MS. KIDDOO: Let me start with the '92 rule because

1 it doesn't say, with all due respect, what AT&T says it says.  
2 It says, "When shared local service is provided through the  
3 airport switch to a facility such as hotels, shopping malls and  
4 industrial parks, the airport shall not be exempt from the STS  
5 rules with respect to such services." Shared local services.

6 If you look at the diagram that's in front of you, to  
7 the extent that, for example, at Orlando Executive Airport  
8 there is a shopping mall that is leased to a shopping mall  
9 development company and there are multiple shops. If the  
10 airport, it does not, but if the airport were to share its  
11 switch with that shopping mall, then it would have to partition  
12 the switch. And because there are unaffiliated tenants in that  
13 mall, it would become, and share local service within that  
14 mall, it would become a commercial STS provider in that  
15 partition segment and would need a certificate. It has chosen  
16 not to do that.

17 COMMISSIONER ARGENZIANO: You do not have -- that is  
18 not what you're describing for Miami.

19 MR. HOPE: That's correct. That is not what exists  
20 at Miami, Commissioner.

21 And also one other point. AT&T just said they want  
22 everyone to be able to compete equally. Shared tenant service  
23 providers are not competitive local exchange companies, they're  
24 not CLECs. There are a whole set of rules that deal with CLECs  
25 and there are rules that deal with STS providers specifically.

1           So, one, we're a different entity, we're a different  
2 animal, and that's why the airport exemption was created. But  
3 more to that point in talking about the competition, which is  
4 part of the fallacy, is staff's memorandum which talked about  
5 competition. And we showed you the diagram with trunks and it  
6 showed you the trunks going off to the various facilities. But  
7 the end of staff's explanation is a parenthetical which says,  
8 "If the partition trunks are purchased directly by the customer  
9 from the LEC, no sharing of trunks occurs and no certification  
10 is required." Well, guess who, from whom all the trunks are  
11 purchased. AT&T. So as staff already identified, there's no  
12 competition, there's no duplication of service because the only  
13 way we get outside of the airport property is through AT&T.  
14 Without them, all that can happen is, as in Hurricane Andrew  
15 and Hurricane Wilma, when the AT&T customers were out of  
16 service for weeks on end, everyone on the MIA campus that was  
17 part of the airport system could continue to communicate, and  
18 that's why the airport was down for only three days. But to  
19 get to the outside world going through AT&T's trunks, if those  
20 trunks were down, you could not make a local call to Miami, you  
21 could not make a long distance call to Georgia, but you could  
22 communicate behind the switch, which was, which is why this  
23 exemption was created.

24           COMMISSIONER ARGENZIANO: Madam Chair, just two  
25 things. One, I would request the rules that were stated for

1 the shared, the shared entities. I'd like to read those. And  
2 I'd like to see, to read the amendment, which would have been  
3 great to have before me, from '92.

4 And just one more time, if I can ask, and this may be  
5 a better way to put it, what is the detriment that you see in  
6 getting the certificate that -- instead of saying what is the  
7 benefit to AT&T, what is the --

8 MS. KIDDOO: As a practical matter, Commissioner,  
9 there are -- as Mr. Hope said, the STS rules are not CLEC  
10 rules. They are not unfettered competition; wherever you want  
11 to go, wherever you want to provide local service. They are  
12 limited. They are a limited and discrete set of rules and  
13 there are restrictions on shared tenant to keep them limited  
14 and discrete locations.

15 So, for example, the intertenant calling, the single  
16 building limitation, the trunk limitations, the kinds of things  
17 that the Commission imposed on STS providers were precisely why  
18 they wouldn't work for an airport. You know, those are the  
19 kinds of critical things that have to be part of that shared  
20 airport system.

21 The other question is, for example, if, if the  
22 Commission were to regulate the airports as local service  
23 providers, the main thing you regulate for is, is things like  
24 is there adequate access to 911 service? Well, obviously the  
25 airport, that's the primary concern we have. At the airport

1 campus in Orlando the public safety access point is at the  
2 airport. And so there was a cable cut in Orlando last week in  
3 which all the local trunks down to the central office got cut  
4 off. Well, the airport service and the connections to that  
5 PSAP were not interrupted. They can't -- they wouldn't be  
6 interrupted. There's certain kinds of protections.

7           In terms of a level playing field, it's not a level  
8 playing field. BellSouth or AT&T does not have the obligation  
9 for maintaining security, for keeping every location in that  
10 airport as, as ready as they can possibly be. Every one of  
11 those concessions gets instruction from the airport on how to,  
12 how to react in an emergency. If a bomb threat is called in to  
13 a concession that's part of the shared system, they know  
14 exactly what to do. They can transfer that immediately to the  
15 right place on a transferred basis. That's not the case if  
16 they're a direct BellSouth customer or AT&T customer. So  
17 there's lots of different things that are different.

18           The response times. AT&T, I dare say, is not going  
19 to want to have its tech crews at the airport 24/7 ready to  
20 respond. In Hurricane Charley, the Greater Orlando Aviation  
21 Authority had people who lived at that campus to stay there and  
22 be able to get that system up if anything happened and were  
23 able to do that. They had to be able to intercommunicate.  
24 People brought, those technicians brought their families to the  
25 airport. They had to be able to communicate with their

1 families in restaurants and locations where they were staying.

2 Airports are, as the Commission found, totally unique  
3 animals. They are not commercial STS providers. The Greater  
4 Orlando Aviation Authority is not subject to tax revenues, it  
5 is not for profit, it's not a commercial enterprise.

6 CHAIRMAN EDGAR: Commissioner Argenziano.

7 COMMISSIONER ARGENZIANO: Thank you.

8 CHAIRMAN EDGAR: Okay. And what I'm thinking is that  
9 the two documents that you had noted that would be helpful to  
10 you may be either in the exhibits or the briefs. And, if so,  
11 our staff could point that out to each of our offices, and, if  
12 not, can make sure that a copy is delivered to each of the  
13 Commissioner's offices.

14 Mr. Teitzman, does that work?

15 MR. TEITZMAN: Yes, Madam Chair. In fact, if you'd  
16 like, I can point that out right now.

17 CHAIRMAN EDGAR: In the exhibits?

18 MR. TEITZMAN: Yes. Just to clarify, the rule as  
19 stated on Page 3 of BellSouth's documents they gave you today,  
20 that is, that is an accurate depiction of today's rule. With  
21 regard to the amendment discussion, that is on Page 37 and  
22 Page 38 of AT&T's brief, and it has both the language  
23 pre-amendment and then post-amendment.

24 COMMISSIONER ARGENZIANO: I didn't have that. I  
25 don't have the brief. I don't have the brief, Madam Chair.

1 MS. KIDDOO: Madam Chairman, the exhibit that  
2 contains the staff's recommendation in terms of that  
3 1992 amendment which has the diagram and the text of what they  
4 were proposing and why is Exhibit Number 201.

5 CHAIRMAN EDGAR: And, again, that information is  
6 available in the record to, to your staff and to all of our  
7 offices. And I know that Commission staff will be of  
8 assistance as well.

9 COMMISSIONER ARGENZIANO: Thank you.

10 CHAIRMAN EDGAR: Thank you.

11 Commissioners, any other questions?

12 Commissioner Carter.

13 COMMISSIONER CARTER: Just one comment, Madam  
14 Chairman. I think you're right, maybe we could -- since these  
15 are the specific areas that we were discussing, maybe staff  
16 could just pull those out specifically and deliver them to each  
17 one of our offices so we can look at them in greater detail.

18 CHAIRMAN EDGAR: And, again, I know that Commission  
19 staff will work with each of our aides and, and be helpful, as  
20 they always are.

21 MR. TEITZMAN: Certainly we will provide copies.

22 CHAIRMAN EDGAR: Okay. Commissioners, any other  
23 questions for the parties or our staff again while we're all  
24 gathered together on the record?

25 Commissioner Carter.

1           COMMISSIONER CARTER: Just one comment. I am the  
2 oldest member of the Commission, but I was not, I was not here  
3 when the statement was made about going to the airport to buy a  
4 pair of slacks.

5           CHAIRMAN EDGAR: I'll point out that that's by  
6 chronology and not by seniority.

7           (Laughter.)

8           Commissioner Skop.

9           COMMISSIONER SKOP: Thank you, Madam Chair.  
10           Just one quick question directed to AT&T with respect  
11 to Page 6 of your presentation and relating back to a question  
12 raised by Commissioner Argenziano with respect to security in  
13 the airport.

14           Is AT&T contending via this, this presentation slide  
15 that the County is not providing like immediate access to  
16 phones within the various shops, if you will, such that they  
17 could pick up the phone and call security?

18           MS. DENBURG: No. No, Commissioner. No, we're not  
19 contending that at all. What we are contending is this, that  
20 the STS that is provided is not for the purpose of safety and  
21 security because the airport independently under this entirely  
22 separate set of phones has, has the four-digit dialing  
23 (phonetic) that goes directly to the operations control room.

24           What we are saying is that the airport does not  
25 qualify for the limited airport exemption because the first

1 question is is the STS provided to ensure the safe and  
2 efficient, the safe and efficient transportation of passengers  
3 and freight? And it is not. That, that is what we're saying.  
4 We're not saying that the County doesn't have those, those  
5 phones that, that are available for passengers like you pick it  
6 up and, and you can page somebody or you can pick it up and it  
7 goes to the emergency, to the operations control center. Did I  
8 understand your question correctly?

9           COMMISSIONER SKOP: Yes, you did. I guess what  
10 the -- the narrative in the transcript that was referenced  
11 speaks to not having enough phones because the County didn't --  
12 and I was just wondering whether AT&T was trying to allege that  
13 those phones were not in the individual stores such that if  
14 there were an area of security concern, that a consumer could  
15 pick up that phone, similar to a paging phone that would be in  
16 the concourse, and contact the appropriate authorities, if you  
17 will.

18           MS. DENBURG: And to the point, they're saying that  
19 STS is, that this STS service is needed for safety and  
20 security, but they only provide this STS if you're willing to  
21 pay for it. So it seems very difficult to say that it ensures  
22 the safety and security of the tenants when it provides the  
23 free phones to which you were referring, hundreds and thousands  
24 of these phones which go directly to the operations control  
25 center, which identify immediately the location of the caller,

1 which speak immediately to the emergency fire, rescue and  
2 police personnel.

3           It seems extremely inconsistent that you can say, but  
4 the STS, which, trust me, I'm telling you, is for safety and  
5 security as long as you're willing to pay for it. That was the  
6 point.

7           COMMISSIONER SKOP: Yeah. And, Madam Chair, one  
8 quick follow-up.

9           Also, too, in the narrative that the, I believe that  
10 the airports provided in terms of the prior, long before my  
11 time, prior discussion amongst Commissioners where it seemed  
12 like that they were looking at it or at least the majority  
13 looked at the rule in terms of a rational basis analysis. It  
14 seems to me that AT&T is advocating a strict construction of  
15 the Airport Exemption Rule. Is that a correct understanding on  
16 my part?

17           MS. DENBURG: Yes, I think that that's safe to say.

18           COMMISSIONER SKOP: Okay. Thank you, Madam Chair.

19           CHAIRMAN EDGAR: Commissioners. Commissioner  
20 Argenziano, did you have an additional --

21           COMMISSIONER ARGENZIANO: No.

22           CHAIRMAN EDGAR: Okay. Commissioner Skop.

23           COMMISSIONER SKOP: Thank you, Madam Chair.

24           I think that the airports, and I apologize, maybe I  
25 should have given them the opportunity to briefly respond, but

1 I think there's a --

2 MS. KIDDOO: Yeah. Thank you very much, Commissioner  
3 Skop. There's talk about a separate system. The whole  
4 proceeding 20 years ago was about why it was that there, we  
5 moved beyond needing to have a separate system, two airport  
6 systems where you had to know whether it was a white phone or a  
7 red phone which was going to, you know, get you to the  
8 emergency center. That's a giant step backwards.

9 And the notion of the fact that Miami is charging for  
10 its phone service -- an airport can't just pick money off of  
11 trees. I'm sure the Commission as a state agency understands  
12 that. It needs to recover its costs. It can't just levy new  
13 taxes and float new bonds to subsidize airports. And, in fact,  
14 there are federal regulations and grants that the airport gets  
15 from the federal government that would not be, would not permit  
16 an airport to subsidize a commercial tenant at the airport. It  
17 just can't do that. So it has to charge for its service, it  
18 has to recover its costs. The only other way to do it would be  
19 to impose fees on, more fees on the traveling public. We're  
20 already now paying a 9/11 tax, which is a new one. You know,  
21 there is no, no reason to think that they shouldn't have to be  
22 able to recover their costs, and there are reasons why they, in  
23 fact, have to.

24 COMMISSIONER SKOP: Thank you.

25 CHAIRMAN EDGAR: Commissioners? Okay. Good

1 discussion. Thank you all.

2 Mr. Teitzman, any additional closing matters?

3 MR. TEITZMAN: I just wanted to notify the parties  
4 that the transcripts from this proceeding will be available  
5 October 2nd.

6 CHAIRMAN EDGAR: Any other matters again to address  
7 while we're all gathered together on the record?

8 MS. DENBURG: Thank you, Madam Chair.

9 CHAIRMAN EDGAR: Thank you. Thank you to all of the  
10 parties.

11 MR. HOPE: Thank you, Madam Chair and Commissioners.

12 CHAIRMAN EDGAR: And, again, good questions, good  
13 discussion. Very helpful.

14 Okay. This proceeding is closed.

15 (Oral argument concluded at 12:53 p.m.)

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1 STATE OF FLORIDA       )  
                                  :  
2 COUNTY OF LEON        )

## CERTIFICATE OF REPORTER

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4               I, LINDA BOLES, RPR, CRR, Official Commission  
5 Reporter, do hereby certify that the foregoing proceeding was  
heard at the time and place herein stated.

6               IT IS FURTHER CERTIFIED that I stenographically  
7 reported the said proceedings; that the same has been  
transcribed under my direct supervision; and that this  
8 transcript constitutes a true transcription of my notes of said  
proceedings.

9               I FURTHER CERTIFY that I am not a relative, employee,  
10 attorney or counsel of any of the parties, nor am I a relative  
or employee of any of the parties' attorneys or counsel  
11 connected with the action, nor am I financially interested in  
the action.

12               DATED THIS 28<sup>th</sup> day of September, 2007.

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\_\_\_\_\_  
LINDA BOLES, RPR, CRR  
FPSC Official Commission Reporter  
(850) 413-6734

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint by BellSouth Tele- )  
 Communications, Inc., Regarding )  
 The Operation of a Telecommunications ) DOCKET NO. 050257-TL  
 Company by Miami-Dade County in )  
 Violation of Florida Statutes and )  
 Commission Rules )

**JOINT FINAL EXHIBIT LIST**

The parties, BELLSOUTH TELECOMMUNICATIONS, INC. ("BellSouth"), MIAMI-DADE COUNTY (the "County"), and THE GREATER ORLANDO AVIATION AUTHORITY ("GOAA"), by and through their undersigned counsel, and pursuant to the Order Granting Proposed Joint Procedural Schedule in this matter, hereby serve their Joint Final Exhibit List as follows:

Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
1.	9/9/82	Agreement	Service Agreement between the Board of County Commissioners of Dade County, Florida and Centel Communications Company	BellSouth / Miami-Dade County	BST 0352-20372
2.	9/9/82	Agreement	Master Equipment Lease Agreement between the Board of County Commissioners of Dade County, Florida and Centel Communications Company	BellSouth / Miami-Dade County	BST 0373-20397
3.	2/7/84 to 2/6/88	Agreement	Equipment Lease and Maintenance Agreement between Metropolitan Dade County and Centel Communications Company	BellSouth	NXT 4502-4550

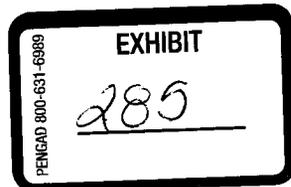


Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
4.	2/3/88	Agreement	Letter Agreement between Centel Communications Company and Dade County	BellSouth	NXT 8912-8914
5.			WITHDRAWN		
6.	7/24/90	Agreement	Equipment Lease and Maintenance Agreement between Metropolitan Dade County and Centel Communications Company	BellSouth	
7.	7/24/90	Agreement	Shared Airport Tenant Service Agreement between Metropolitan Dade County and Centel Communications Company	BellSouth	
8.	2/1/02	Agreement	Non-Exclusive Telecommunications, Data Network, and Shared Airport Tenant Services Management Agreement between Miami-Dade County and NextiraOne, LLC	BellSouth / Miami-Dade County	
9.	2/6/02	Agreement	Closing Binder of Asset Sale and New Management Agreement with Miami-Dade County, Florida (Partial)	BellSouth	NXT 3655-3665
10.	3/16/82	Resolution & Correspondence	Resolution No. R-361-82; 2/9/82 Memorandum Re: Report of Evaluation Committee on DCAD Telecommunications Proposals; 2/4/82 Letter Re: detailed costs for Southern Bell's proposal to DCAD; 3/16/82 Memorandum Re: Award of Proposal for Aviation Department Telecommunications	BellSouth / Miami-Dade County	
11.	3/15/88	Resolution & Correspondence	Resolution No. R-302-88; 3/15/88 Memorandum Re:	BellSouth / Miami-Dade County	BST 18688-18693

Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
			Ratifying Letter of Understanding, Centel Communications Company, Miami International Airport; 2/3/88 Letter to Centel Re: Master Equipment Lease Agreement		
12.	7/24/90	Resolution & Correspondence	Resolution No. R-788-90; 7/24/90 Memorandum Re: Centel Agreements	BellSouth / Miami-Dade County	
13.	1/29/02	Resolution & Correspondence	Resolution No. R-31-02; 1/29/02 Memorandum Re: Telecommunications Services at the Aviation Department	BellSouth / Miami-Dade County	
14.	9/24/02	Resolution & Correspondence	Resolution No. R-1091-02; 9/24/02 Memorandum Re: Resolution Approving Recommendations Relating to Shared Airport Tenant Services for the Aviation Department	BellSouth / Miami-Dade County	BS v. MDC(7) 11-122
15.	1/20/04	Resolution & Correspondence & Agreement	Resolution No. R-33-04; 1/20/04 Memorandum Re: Award Recommendation, Miami-Dade Aviation Department Non-Exclusive Telecommunications and Network Management Services Agreement	BellSouth / Miami-Dade County	NXT 5080-5678
16.	5/21/03	Transcript & Exhibits	<b>Pedro J. Garcia</b>	BellSouth	
17.	8/5/04	Video-Tape, Transcript & Exhibits	<b>Maurice Jenkins</b>	BellSouth	
18.	10/5/04	Transcript & Exhibits	<b>Richard A. Moses</b>	BellSouth	
19.	10/8/04	Transcript & Exhibits	<b>Maurice Jenkins</b>	BellSouth	
20.	10/28/04	Video-Tape, Transcript & Exhibits	<b>Pedro J. Garcia</b>	BellSouth / Miami-Dade County	

Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
21.	12/2/04	Transcript & Exhibits	<b>Nancy Sims (Vol. I)</b>	BellSouth	
22.	12/3/04	Transcript & Exhibits	<b>Nancy Sims (Vol. II)</b>	BellSouth	
23.	12/3/04	Transcript & Exhibits	<b>George Hill</b>	BellSouth	
24.	12/15/04	Video-Tape, Transcript & Exhibits	<b>Pedro J. Garcia</b>	BellSouth	
25.	2/6/83	Memorandum	Memorandum from J. Porter to J. Riley Re: Miami Airport	BellSouth	NXT 5058-5059
26.	12/18/85	Letter	Letter from Lee Willis to Byron Moore Re: Docket 851005-TL, Investigation of Joint and Shared Telephone Service in Florida	BellSouth	NXT 9175
27.	8/23/91	Letter	Letter from Byron Moore of WilTel to Center for Disease Control regarding Miami Airport – Shared Airport Tenant Service	BellSouth	NXT 157-162
28.	5/12/92	Letter	Letter from Thomas Abbott to J. Phillip Carver	BellSouth	BST 15812-15813
29.	12/14/92	Letter	Letter from Byron Moore of WilTel to Jim Nabors re: Airport Hotel	BellSouth / Miami-Dade County	NXT 7836-7838
30.	3/28/94	Letter	Letter from J. Phillip Carver to Thomas P. Abbott	BellSouth / Miami-Dade County	BST 20309-20310
31.	9/20/94	Letter	Letter from J. Phillip Carver to Dan Paul, Esq.	BellSouth	BST 20261-20262
32.	1/16/95	Memorandum	Internal BST Memorandum from A. Wayne Tubaugh	BellSouth / Miami-Dade County	BST 20239-20240
33.	2/1/95	Memorandum	Interoffice Memorandum from Ray Lee to Wayne Tubaugh Re: Meeting on Future Relations with DCAD on 1/31/95	BellSouth	BST 16582-16584
34.	10/16/95	Memorandum	Memorandum from Byron Moore to Anthony Moreno	BellSouth	NXT 2428-2432

Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
			Re: Dade County Aviation Department Overview		
35.	11/7/95	Memorandum	Memorandum from Holly Klaity to Jerry Bailey Re: Miami International Airport Communications Network Overview	BellSouth	NXT 2427
36.	5/2/96	Fax	Fax from Byron Moore to Larry Atkinson enclosing Dade County Aviation Department Enterprise Network Overview	BellSouth	NXT 2433-2437
37.	11/26/96	Fax	Fax from Holly Klaity of WilTel to Marcio Campos Re: Communications Network Overview at MIA	BellSouth / Miami-Dade County	NXT 4331-4333
38.	4/9/97	Letter and Proposal for Work	Letter from Byron Moore of WilTel to Maureen McKee Re: ISAP Contract No. 54-3294-5-022	BellSouth	NXT 51-69
39.	10/9/97	Memorandum	Interoffice Memorandum from Patrick Palmieri to WilTel Miami DCAD Employees Re: current organizational structure for the WilTel Miami DCAD location	BellSouth	NXT 2481-2483
40.	2/23/99	E-mail/Fax	E-mail/Fax from Byron Moore to Tony Splichal Re: 2/23/99 Interview and Williams MIA Fact Sheet	BellSouth	NXT 8770-8771
41.	8/4/99	E-mail	E-mail from Brett Shinn to Tito Gomez	BellSouth	BST 19857-19858
42.	10/12/00	Memorandum	Memorandum from Williams to Williams DCAD Staff Re: Contract Status and Update	BellSouth / Miami-Dade County	NXT 2283
43.	10/16/00	Letter	Letter from Byron Moore to Maurice Jenkins regarding response to letter dated 9/15/00	BellSouth	NXT 2345-2346
44.	7/24/01	Memorandum	Memorandum from Steve	BellSouth	NXT 2277-

Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
			Shiver Re: Professional Services Agreement with ResAvia		2279
45.	9/17/01	Memorandum	Memorandum from Carol Ann Klein, Manager, Aviation Properties/ Commercial Operations Re: Operational Directive No. 01-01	BellSouth	BS v. MDC(1) 5-8
46.	12/10/01	Notes	Composite exhibit regarding PSC certification needed by County, including partially completed applications and notes of telephone conference with PSC.	BellSouth	BS v. MDC(5) 1-31
47.			WITHDRAWN		
48.			WITHDRAWN		
49.	2/6/02	E-mail and attachment	E-mail from NextiraOne to Marlo Battles and Letter from Ronald Shapo to NextiraOne regarding Background Statement	BellSouth	NXT 3739-3742
50.			WITHDRAWN		
51.	2/7/02	E-mail and attachments	E-mail from NextiraOne to Marlo Battles; 1/31/02 Letter from Ronald Shapo to Angela Gittens Re: NextiraOne, LLC/Miami-Dade County Management Agreement; 2/6/02 letter from Ronald Shapo to Joanna Wragg Re: NextiraOne	BellSouth	NXT 3731-3735
52.			WITHDRAWN		
53.			WITHDRAWN		
54.			WITHDRAWN		
55.			WITHDRAWN		
56.	3/4/02	E-mail	E-mail from Pedro Garcia to William McGlashan Re: SATS Issues	BellSouth	BS v. MDC(1) 342-343
57.	3/5/02	Memorandum	Memorandum from David	BellSouth	BS v.

Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
			S. Hope, Assistant County Attorney, to Maurice Jenkins		MDC(1) 453
58.	3/8/02	Letter	Miami International Airport "Dear Customer" letter	BellSouth / Miami-Dade County	BS v. MDC(1) 5413
59.	3/11/02	Memorandum	Memorandum from Maria Perez Re: NextiraOne Equipment Purchases	BellSouth	BS v. MDC(1) 5417
60.	3/13/02	E-mail	E-mail from Pedro Garcia to Holly Klaity Re: New Prospects for STS	BellSouth	BS v. MDC(1) 340-341
61.	3/14/02	E-mail	E-mail from Howard Werner to Maurice Jenkins Re: Future Shared Tenant Services Estimates	BellSouth	BS v. MDC(1) 218
62.	3/26/02	E-mail	E-mail from Holly Klaity to Pedro Garcia re: STS Letter No. 2	BellSouth	BS v. MDC(1) 337-338
63.	4/4/02	Memorandum and Letter	Memorandum from Holly Klaity to Pedro Garcia Re: SATS Letter and attached NextiraOne "Dear Valued Customer" letter	BellSouth	BS v. MDC(1) 6123-6124
64.	5/29/02	Memorandum	Memorandum from Sharon Liebman of BellSouth to David Hope Re: Section 1.01(A)(14)(b) of Miami-Dade County Charter	BellSouth / Miami-Dade County	BST 1508-1509
65.	6/17/02	E-mail	E-mail from Howard Werner to Pedro Garcia Re: Telecom Revenue Opportunities	BellSouth	BS v. MDC(1) 304-309
66.	6/28/02	E-mail	E-mail from Pedro Garcia to William McGlashan Re: STS Pricing	BellSouth	BS v. MDC(1) 512-514
67.	7/23/02	Memorandum	Memorandum from Steve Shiver Re: Resolution Authorizing Execution of an Agreement with BellSouth Telecommunications Inc. for Local Telephone	BellSouth	

Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
			Services and Aggregated Broadband Transport Services with attachments		
68.	7/31/02	E-mail	E-mail from Elena Cordal to Tito Gomez	BellSouth	BST 19916-19917
69.	8/14/02	Memorandum	Memorandum from Zeida Hernandez to Pedro Garcia Re: Annual Physical Inventory	BellSouth	BS v. MDC(3) 1-103
70.			WITHDRAWN		
71.	9/11/02	Letter	Letter from David Hope to Sharon Liebman Re: Section 1.01(A)(14)(b) of the Miami-Dade County Charter	BellSouth / Miami-Dade County	BST 1510-1511
72.	9/17/02	E-mail	E-mail from Holly Klaity (redacted)	BellSouth	BS v. MDC(1) 469-470
73.	9/25/02	E-mail	E-mail from Pedro Garcia to William McGlashan Re: SATS Contract & Marketing Effort	BellSouth	BS v. MDC(1) 467
74.	9/26/02	E-mail	E-mail from William McGlashan Re: SATS Contract & Marketing Effort	BellSouth	BS v. MDC(1) 463-464
75.	1/23/03	E-mail	E-mail from Ernesto Rodriguez Re: New MDAD Tenant Information	BellSouth	BS v. MDC(1) 485
76.	1/31/03	E-mails	E-mail from Pedro Garcia to William McGlashan Re: Marketing Plan 2	BellSouth	BS v. MDC(1) 477-478
77.	2/5/03	E-mail	E-mail from Guelsys Copin to Holly Klaity (redacted)	BellSouth	BS v. MDC(1) 2591-2592
78.			WITHDRAWN		
79.		E-mail	E-mail from Rick Moses to Maurice Jenkins	BellSouth / Miami-Dade County	BST 1505
80.		E-mail	E-mail from Rick Moses to Wayne Tubaugh	BellSouth	BST 1506-1507
81.			WITHDRAWN		
82.	10/21/03	E-mails	E-mail from Holly Klaity Re: Additional	BellSouth	NXT 2123-2161

Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
			Telecommunication Services at MIA and return receipts regarding same		
83.	5/20/04	E-mail	E-mail from Rick Cybulski re: Cyber Express	BellSouth	BSvMDC(3) 48854-48856
84.	8/3/04	E-mail	E-mail from Pedro Garcia to Maurice Jenkins	BellSouth	
85.	8/5/04	E-mail	E-mail from Holly Klaity Re: Dade County Federal Credit Union	BellSouth	BSvMDC(3) 48658-48663
86.	10/25/04	E-mails	E-mails from Holly Klaity, Pedro Garcia and Miguel Troncoso Re: Shared Tenant Services at MIA	BellSouth	BSvMDC(3) 49116-49120
87.	12/7/04	E-mails	E-mails from Holly Klaity Re: Altitunes-new potential customer	BellSouth	BSvMDC(3) 48544-48563
88.	7/29/03	Affidavit	Miami-Dade County's Notice of Filing Affidavit of Maurice Jenkins	BellSouth	
89.	3/1/04	Discovery	Miami-Dade County's Response to Request for Contention Interrogatories	BellSouth	
90.	5/27/04	Pleading	BellSouth's Second Amended Complaint for Declaratory and Injunctive Relief and for Issuance of Writ of Mandamus	BellSouth / Miami-Dade County	
91.	7/19/04	Pleading	Miami-Dade County's Answer and Affirmative Defenses to Second Amended Complaint for Declaratory and Injunctive Relief and for Issuance of Writ of Mandamus	BellSouth / Miami-Dade County	
92.	8/4/04	Pleading	BellSouth's Reply to Miami-Dade County's Answer and Affirmative Defenses to Second Amended Complaint	BellSouth / Miami-Dade County	
93.			WITHDRAWN		
94.	5/6/05	Pleading	BellSouth's Responses to	BellSouth	

Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
			Miami-Dade County's First Set of Interrogatories		
95.	2/7/02	List	SATS Airport Rental and CUTE Agreements	BellSouth	
96.	2/03	List	SATS Customer List as of 2/03	BellSouth	BST 1507
97.	5/16/05	List	STS Customer List	BellSouth	
98.			WITHDRAWN		
99.		List	Customer List	BellSouth	BSvMDC(3) 48645-48646
100.	2/3/92	Agreement	Airport Rental Agreement between WilTel Communications Systems, Inc. and United Airlines	BellSouth	NXT 9464-9475
101.			WITHDRAWN		
102.	6/7/95	Agreement	Airport Rental Agreement between WilTel Communications Systems, Inc. and British Airways	BellSouth	BSvMDC(3) 59502-59510
103.	2/19/96	Letter and Agreement	Letter from Holly Klaity of WilTel to GEC Marconi enclosing Airport Rental Agreement between WilTel Communications Systems, Inc. and GEC Marconi	BellSouth	NXT 4588-4596
104.	8/27/97	Agreement	Airport Rental Agreement between Williams Telecommunications Systems, Inc. and Carrie Concessions	BellSouth	BSvMDC(3) 59546-59553
105.			WITHDRAWN		
106.			WITHDRAWN		
107.	9/28/00	Agreement	Airport Rental Agreement between Williams Communications Solutions, LLC and ADT Security Services, Inc.	BellSouth	BSvMDC(3) 59037-59044
108.	12/19/02	Agreement	Miami-Dade Aviation Department Airport Rental Agreement	BellSouth	BS v. MDC(1) 2682-2689
109.	3/5/04	Agreement	Airport Rental Agreement between Miami-Dade	BellSouth	BSvMDC(3) 59648-59656

Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
			County and DATO Electric		
110.			WITHDRAWN		
111.			WITHDRAWN		
112.			WITHDRAWN		
113.	7/30/96	Proposal	WiiTel Airtele Proposal for South Florida Maintenance Services, Inc.	BellSouth	NXT 4630-4643
114.	10/7/99-11/6/99	Log	Rent and Long Distance For October 1999 for SATS provided to customers (Schedule E)	BellSouth	NXT 4339-4464
115.	1/29/02	Quote	Airtele Pricing for Meridian One	BellSouth	BS v. MDC(1) 227
116.	2/6/02	Marketing Plan	NextiraOne Miami Airport Communication Services MACS 5 Year Marketing Plan	BellSouth	BS v. MDC(1) 158-181
117.	2/7/02-3/6/02	Log	SATS Rental Log	BellSouth	NXT 821-825
118.			WITHDRAWN		
119.			WITHDRAWN		
120.	2/22/02		STS Issues	BellSouth	BS v. MDC(1) 2295
121.	3/1/02, 3/4/02	Internal Printout	Internal Printout	BellSouth	BS v. MDC(1) 16385-16389
122.	3/4/02	Invoice	LT-1 Configuration – bill from NextiraOne to County	BellSouth	BS v. MDC(1) 18310-18312
123.			WITHDRAWN		
124.			WITHDRAWN		
125.	3/20/02, 5/30/02	Proposals	Composite: NextiraOne Proposal Transmittals	BellSouth	BS v. MDC(1) 18249-18269, 18323-18338
126.			WITHDRAWN		
127.			WITHDRAWN		
128.	4/7/02-4/30/02	Log	SATS Rental Log and Customer List	BellSouth	NXT 826-827
129.	4/11/02	Invoice	Aviation Department Invoice	BellSouth	BS v. MDC(1) 183

Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
130.			WITHDRAWN		
131.	4/17/02-12/19/02	Invoices	Composite: Miami-Dade Aviation Department (SATS Standardized Billing Form) - Invoices to Customers	BellSouth	BS v. MDC(1) 9794-9831, 6551-6553, 9355-9368, 10125-10167, 6230-6231, 10351-10379, 10589-10605, 10620-10651, 10979-11040, 11801-11887, 11342, 11328, 11293-11294, 12325-12326, 12587-12588, 12814-12816, 13473-13474, 13939-13940, 15237-15363
132.			WITHDRAWN		
133.	5/1/02-5/31/02	Log	SATS Rental Log – Customer List	BellSouth	NXT 828-829
134.			WITHDRAWN		
135.	9/30/02	Price List	MDAD Voice Repricing Components – New pricing for MDAD STS customers	BellSouth	BS v. MDC(1) 360-365
136.	10/16/02	Work Order	Work Order	BellSouth	BS v. MDC(1) 5375
137.	12/1/02-12/31/02	Log	SATS Rental Log – Customer List	BellSouth	NXT 593-594
138.	12/2002	Report	NextiraOne reports to MDAD	BellSouth	BS v. MDC(1) 282-303
139.	10/22/03	List	Information	BellSouth	NXT 2120-

Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
			Systems/Telecommunications Miami-Dade Aviation Department SATS Customer list		2122
140.	8/5/04	Diagram	Handwritten Diagram of PBX by Maurice Jenkins	BellSouth	
141.	12/3/04	Chart	Handwritten Similar Services Chart by George Hill	BellSouth	
142.			WITHDRAWN		
143.			DELETED		
144.	3/14/83	Letter	Letter from Public Service Commission to Centel Business System Re: certification	BellSouth	NXT 8442-8443
145.	11/4/85	Vote Sheet	FPSC Vote Sheet Re: Docket No. 840429-TL – Petition by Southern Bell Telephone and Telegraph Co. to initiate rulemaking regarding shared tenant services, Rule 25-4.04, F.A.C.	BellSouth	NXT 9163-9174
146.	12/20/94	Letter & Testimony	Letter from Southern Bell to FPSC enclosing Direct Testimony of Ralph De La Vega Re: Docket No. 931033-TL	BellSouth	BST 16381-16397
147.	12/20/94	Testimony	Prefiled Direct Testimony of James Nabors - Docket No. 931033-TL	BellSouth / Miami-Dade County	BST 16250-16304
148.	12/20/94	Testimony	Direct Testimony of Byron Moore on behalf of WilTel Communications Systems, Inc. - Docket No. 931033-TL	BellSouth	BST 16232-16249
149.	1/17/95	Letter & Testimony	Letter from John Marks enclosing Dade County's Pre-hearing Statement and Prefiled Rebuttal Testimony of James Nabors Re: Docket No. 931033-TL	BellSouth / Miami-Dade County	BST 16413-16428

Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
150.	1/17/95	Letter & Prehearing Statement	Letter from J. Phillip Carver enclosing Southern Bell's Prehearing Statement Re: Docket No. 931033-TL	BellSouth / Miami-Dade County	BST 16500-16506
151.	1/17/95	Letter & Testimony	Letter from J. Phillip Carver enclosing Southern Bell's Rebuttal Testimony of Ralph De La Vega Re: Docket No. 931033-TL	BellSouth	BST 16328-16357
152.	1/17/95	Statement	WITel Communications Systems, Inc.'s Prehearing Statement Re: Docket No. 931033-TL	BellSouth / Miami-Dade County	BST 16457-16461
153.	1/17/95	Testimony	Rebuttal Testimony of Byron Moore on Behalf of WITel Communications Systems, Inc. Re: Docket No. 931033-TL	BellSouth / Miami-Dade County	BST 16462-16475
154.	1/18/95	Statement	FPSC Staff's Prehearing Statement Re: Docket No. 931033-TL	BellSouth	BST 16485-16488
155.	1/20/95	Transcript	FPSC Prehearing Conference Re: Docket No. 931033-TL	BellSouth	BST 16565-16577
156.	12/1/93	Fax	Fax from Byron Moore of WITel to Jerry Bailey, Dan Paul, Tim Abbott, Jim Nabors, and Bob Waters enclosing Miami International Airport Communications Overview	BellSouth / Miami-Dade County	NXT 8852-8860
157.			WITHDRAWN		
158.	2/8/99	Article	"Williams Communications Solutions to Upgrade Cellular Service, Eliminate 'Dead Zones' at Miami International Airport"	BellSouth	NXT 8794-8796
159.	3/2/99	Article	World City Business – "Miami airport's communications network to be upgraded"	BellSouth	NXT 877
160.	3/5/99	Article	Sun-Sentinel South Florida	BellSouth	NXT 8106-

Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
			- "Police investigate faulty elevators, switchboards at Miami airport"		8109
161.	3/9/99	Media Statement	Media Statement to Jay Weaver, Florida Sun-Sentinel regarding response to news stories concerning Miami International Airport	BellSouth	NXT 8793
162.	6/3/99	Letter	Letter from Byron Moore to Williams Communications Re: Response to New Times Article	BellSouth	NXT 7749-7752
163.	8/11/99	Article	Miami Today - "Airport to replace mismanaged telecommunications contracts"	BellSouth	NXT 8095
164.	8/11/99	Article	Miami Today - "Contracts without competing bids an anomaly, Dellapa says"	BellSouth	NXT 8096
165.	8/11/99	Fax and Transcript	Fax from Otis Wragg to Byron Moore enclosing transcript of Efficiency and Competition Meeting dated 7/23/99	BellSouth / Miami-Dade County	NXT 8740-8765
166.	11/12/99	E-mail	E-mail from Byron Moore Re: updated PowerPoint Presentation and Williams Presentation - "Helping to Create Miami's Airport of the Future"	BellSouth	NXT 7753-7761, 8797-8823
167.	12/2/99	Fax & Press Release	Fax from Toni Splichal to Byron Moore regarding revised draft White Paper - "Miami International Becomes World Leader Through Application Of Cutting-Edge Technology"	BellSouth / Miami-Dade County	NXT 8586-8593
168.	1/29/02	Miami-Dade Legislative Item	Miami-Dade Legislative Item File Number: 020156 Re: Telecommunications, Data Network and Shared	BellSouth	NXT 6242-6247

Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
			Airport Services		
169.		Overview	WilTel Airtele Overview	BellSouth / Miami-Dade County	NXT 163-167
170.		Overview	WilTel Communications Network Overview Miami International Airport	BellSouth / Miami-Dade County	NXT 4629
171.		Chart	Dade County Aviation Department Organizational Chart	BellSouth	NXT 2471
172.	3/11/06	Article	The Miami Herald Article – “Airport unveils upscale retail options”	BellSouth / Miami-Dade County	
173.	5/15/06	Article	MiamiHerald.com Article – “MIA debuts retail shops”	BellSouth	
174.		Video-Tape	Video-Tape of Miami International Airport shopping mall	BellSouth	
175.		Photographs	Photographs of Airport Concessions	BellSouth	
176.		Overview	Williams Communications Solutions, LLC Corporate Overview	BellSouth	BS v. MDC(1) 211-216
177.		Chart	Williams – MDAD Outsourcing Organizational Chart	BellSouth	BST 1691
178.		Resolution	Florida Airport Managers Association Resolution 93-2	BellSouth	BST 18105-18106
179.		Article	Miami-Airport.Com Article: “100% Pure Miami Shopping”	BellSouth	BST/PSC 6501-6503
180.	7/7/06	Article	Miami-Airport.Com Article: “MIA’s Retail Stores Ranked Number One in Customer Satisfaction”	BellSouth	BST/PSC 6504-6505
181.	7/7/06	Article	Local10.Com Article: “Miami International Airport Ranks High in Survey”	BellSouth	BST/PSC 6506
182.	5/11/06	Article	MiamiTodayNews.Com Article: “Newest Shopping Mall”	BellSouth	BST/PSC 6507-6510

Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
183.	7/5/06	Article	DailyBreeze.Com Article: "LAX officials pay attention to the nation's high-rated airports"	BellSouth / Miami-Dade County	BST/PSC 6511-6513
184.	3/16/90	Request	Southern Bell Telephone and Telegraph Company's Comments and Request for Hearing	BellSouth	BST/PSC 6514-6520
185.	4/24/90	Comments	Comments of AmeriSystems Partnership regarding Proposed Shared Tenant Service Rules	BellSouth	BST/PSC 6521-6529
186.	7/17/90	Comments	Metropolitan Dade County's Comments on Proposed Rules	BellSouth	BST/PSC 6530-6535
187.	8/31/90	Transcript	Hearing Transcript of Proposed Rules	BellSouth	BST/PSC 6536-6601
188.	9/28/90	Comments	Post-Hearing Comments of the Greater Orlando Aviation Authority	BellSouth	BST/PSC 6602-6606
189.	9/28/90	Comments	Post-Hearing Comments of AmeriSystems Partnership	BellSouth	BST/PSC 6607-6618
190.	10/1/90	Comments	Metropolitan Dade County and DCAD's Post Hearing Comments on Proposed Shared Tenant Service Rules	BellSouth	BST/PSC 6619-6624
191.	11/20/90	Comments	Metropolitan Dade County and DCAD's Comments on Proposed Final Version of Shared Tenant Service Rule	BellSouth	BST/PSC 6625-6630
192.	12/11/90	Comments	Metropolitan Dade County and DCAD's Comments on Proposed Final Version of Shared Tenant Service Rules	BellSouth	BST/PSC 6631-6637
193.	1/10/91	Order	Order No. 23979 - Notice of Adoption of Rules	BellSouth	BST/PSC 6638-6696
194.	9/28/00 9/26/00 9/13/00	E-Mail	E-Mails between Byron Moore and Rick Moses Re: Shared Tenant Service	BellSouth / Miami-Dade County	BST/PSC 6697-6698

Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
195.	8/14/91	Request	Request to Establish Docket	BellSouth / Miami-Dade County	BST/PSC 6699-6702
196.	9/5/91	Notice	Southern Bell's Notice of Intent to Participate	BellSouth / Miami-Dade County	BST/PSC 6703-6705
197.	10/11/91	Notice	MDC's Notice of Intent to Participate	BellSouth	BST/PSC 6706-6709
198.	11/15/91	Notice	Proposed Notice of Rulemaking Submitted to the Joint Administrative Procedures Committee	BellSouth / Miami-Dade County	BST/PSC 6710-6718
199.	11/25/91	Notice	Notice of Rulemaking	BellSouth / Miami-Dade County	BST/PSC 6719-6720
200.	12/12/91	Comments	GOAA's Comments	BellSouth	BST/PSC 6721-6725
201.	1/23/92	Memorandum	FPSC Memorandum Re: Docket No. 910867-TS – Proposed Amendment of Rule 25-24.580, F.A.C., Airport Exemption	BellSouth / Miami-Dade County / GOAA	BST/PSC 6726-6735
202.	2/4/92	Vote Sheet	Vote Sheet	BellSouth / Miami-Dade County	BST/PSC 6736
203.	2/12/92	Statement	Statement of Changes Submitted to the Joint Administrative Procedures Committee	BellSouth / Miami-Dade County	BST/PSC 6737-6739
204.	2/25/92	Notice	Notice of Adoption of Rule Amendment	BellSouth / Miami-Dade County	BST/PSC 6740-6744
205.	4/3/96	Application	Hillsborough County Aviation Authority's Application for Authority to Provide Shared Tenant Service	BellSouth	BST/PSC 6941-6944
206.	11/3/06	Transcript & Exhibits	<b>Lauren Stover</b>	BellSouth	
207.	11/3/06	Transcript & Exhibits	<b>Pedro J. Garcia</b>	BellSouth	
208.	11/1/06	Video-Tape, Transcript &	<b>Mark Shearer</b>	BellSouth	

Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
		Exhibits			
209.	6/19/06	Customer List	Miami-Dade County's Customer List	BellSouth	MDC_PSC(4) 00001
210.		Flyer	Miami International Airport Shared Airport Tenant Services	BellSouth	
211.	7/10/02	Report	Report of Independent Auditors – Schedules of Gross Revenue and Gross Profits 2/7/01-2/6/02	BellSouth	
212.		Proposal	Bid Proposal – Technical Proposal	BellSouth	
213.	8/22/01	Memo	Memo to MDAD/Nextira File regarding documents review	BellSouth	MDC1(8) 1314
214.	6/18/06	Report	MDAD-SATS Consolidated Revenue Report	BellSouth	MDC1(4) 821-823
215.	3/28/01	Report	Miami-Dade County Audit and Management Services Department – Audit Report	BellSouth	MDC1(7) 827-853
216.	4/4/01	Report	Miami-Dade County Audit and Management Services Department – Miami-Dade Aviation Department Response	BellSouth	MDC1(7) 854-862
217.	5/10/99	Memorandum	Memorandum to Gary Dellapa re: Wiltel Contract Management Review	BellSouth	MDC1(7) 876-879
218.	12/17/98	Letter	Letter to Gary Dellapa from Byron Moore	BellSouth	MDC1(7) 935-936
219.	4/2/98	Memo	Memo of Understanding from Dale Henderson to Maria Perez	BellSouth	MDC1(7) 937-938
220.	7/20/98	Memo	Memo to All Concerned from Williams Communications	BellSouth	MDC1(7) 939
221.	2/22/00	Memo	Memorandum to Pedro de Camillo from Maurice Jenkins re: Telecommunications Request	BellSouth	MDC1(7) 940
222.	11/3/00	Letter	Letter to Gary Dellapa from	BellSouth	MDC1(7)

Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
			Ronald Shapo Re: MDAD Planned Procurement of a New Telecommunications Network		963-966
223.		APR Methodology	Audit and Management Services Department APR Methodology for Selected Williams Projects	BellSouth	MDC1(7) 967
224.			Wiltel Technical Support for Customer Owned and Maintained Systems	BellSouth	MDC1(7) 968
225.			Unit Price Schedule	BellSouth	MDC1(7) 969
226.	4/9/98	Memo	Status Meeting - Wiltel	BellSouth	MDC1(7) 970-972
227.	10/16/95	Fact Sheet	MIA Final Capital Project Fact Sheet	BellSouth	MDC1(7) 973-974
228.	12/5/01	Memo	Memo from Pedro Garcia re: New Contract Statement	BellSouth	MDC1(7) 1167
229.	11/19/01	Memorandum	Memorandum to Anthony Jennings from Bobbie Phillips re: New Contracts	BellSouth	MDC1(7) 1174-1175
230.	12/28/01	Emails	Emails from Sid Valo re: NextiraOne	BellSouth	MDC1(8) 1396-1399
231.	8/2/01	Letter	Letter to Scott Drury from Angela Gittens re: Equipment Lease & Maintenance Agreement, Article 6 – Option to Purchase Equipment	BellSouth	MDC1(8) 1422-1427
232.	5/18/01	Letter	Letter to Angela Gittens from Ronald Shapo re: documents requested at 4/30/01 meeting	BellSouth	MDC1(8) 1428-1429
233.	3/8/01	Letter	Letter to Howard Janzen from Gary Dellapa re: MDAD Equipment Lease and Maintenance Agreement	BellSouth	MDC1(8) 1432-1433
234.	10/18/00	Agenda	MDAD Meeting Agenda / Issues	BellSouth	MDC1(8) 1625-1627
235.			All documents identified by Miami-Dade County on its	BellSouth	

Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
			Final Exhibit List		
236.	7/15/86	Testimony	Testimony of Hugh J. Macbeth, <i>In re: Investigation into Appropriate Rates and Conditions of Service for Shared Local Exchange Telephone Service</i> , Docket No. 860455-TL (July 15, 1986)	GOAA	
237.	8/4/86	Testimony	Rebuttal Testimony of Hugh J. Macbeth, <i>In re: Investigation into Appropriate Rates and Conditions of Service for Shared Local Exchange Telephone Service</i> , Docket No. 860455-TL (August 4, 1986)	GOAA	
238.	10/27-29/86	Transcripts	Hearing Transcripts, Vols. I-VIII, <i>In re: Investigation into Appropriate Rates and Conditions of Service for Shared Local Exchange Telephone Service</i> , Docket No. 860455-TL (October 27-29, 1986)	GOAA	
239.	1/8/87	Transcripts	Special Agenda Transcript, Vols. I and II, <i>In re: Investigation into Appropriate Rates and Conditions of Service for Shared Local Exchange Telephone Service</i> , Docket No. 860455-TL (January 8, 1987)	GOAA	
240.	1/15/87	Order	<i>In re: Investigation into Appropriate Rates and Conditions of Service for Shared Local Exchange Telephone Service</i> , Docket No. 860455-TL, Order No.	GOAA /	

Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
			17111 (January 15, 1987)		
241.	4/6/87	Order	<i>In re: Investigation into Appropriate Rates and Conditions of Service for Shared Local Exchange Telephone Service</i> , Docket No. 860455-TL, Order No. 17369 (April 6, 1987)	GOAA	
242.	7/23/99	Summary	Miami-Dade County Mayor's Efficiency and Competition Commission Clerk's Summary of Agenda Action and Official Minutes, dated July 23, 1999	Miami-Dade County	
243.	12/18/01	Memorandum	Memorandum from Steve Shiver, County Manager, to Board of County Commissioners, dated December 18, 2001	Miami-Dade County	BST 19863-19866
244.	2/1/94	Order	Order Regarding Access to Facilities at Airports, Docket No. 931033-TL, Order No. PSC-94-0123-FOF-TL, issued February 1, 1994	Miami-Dade County	BST 20196-20199
245.	10/28/93	Memorandum	Memorandum from Florida Public Service Commission Division of Communications and Division of Legal Services to Division of Records and Reporting, Docket No. 931033-TL, dated October 28, 1993	Miami-Dade County	BST 18180-18198
246.	11/9/93	Transcript	Transcript of November 9, 1993 Agenda Conference, Docket No. 931033-TL	Miami-Dade County	BST 20091-20111
247.	6/4/93	Letter	Letter from J. Alan Taylor, Chief, Bureau of Service Evaluation, Florida Public Service Commission to John R. Marks, III, Katz,	Miami-Dade County	BST 18201-18203

Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
			Kutter, Haigler, Alderman, Davis, Marks & Bryant and J. Phillip Carver, Southern Bell Telephone Company, dated June 4, 1993		
248.	7/15/93	Letter	Letter from John R. Marks, III to J. Alan Taylor dated July 15, 1993	Miami-Dade County	BST 19268-19275
249.	7/16/93	Letter	Letter from J. Phillip Carver, General Attorney, BellSouth Telecommunications, Inc. to J. Alan Taylor, dated July 16, 1993	Miami-Dade County	BST 19656-19660
250.	8/2/93	Letter	Letter from J. Alan Taylor to John R. Marks, III and J. Phillip Carver, dated August 2, 1993	Miami-Dade County	BST 18204-18205
251.	10/15/93	Letter	Letter from J. Phillip Carver to John R. Marks, III, dated October 15, 1993	Miami-Dade County	BST 20170-20172
252.	9/28/94	Letter	Letter from Thomas P. Abbott, Assistant County Attorney to J. Phillip Carver, dated September 28, 1994	Miami-Dade County	BST 20271-20272
253.	2/18/87	Letter	Letter from Gali L. Hagel, Attorney, Southern Bell Telephone and Telegraph Company to Thomas Abbott, dated February 18, 1987	Miami-Dade County	BST 17674-17675
254.	2/20/87	Letter	Letter from Thomas P. Abbott to Gali L. Hagel, dated February 20, 1987	Miami-Dade County	BST 17672-17673
255.	1/18/90	Memorandum	Memorandum from A. W. Tubaugh, Manager-Network, Tallahassee to J. C. Miller, General Manager-Network Support, Jax., dated January 18, 1990	Miami-Dade County	BST 18442-18443

Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
256.	1/23/90	Memorandum	Memorandum from Jack Miller, Southern Bell Telephone and Telegraph Company, dated January 23, 1990	Miami-Dade County	BST 18444
257.	5/3/90	Letter	Letter from J. C. Miller to Linda C. Isenhour, General Manager-Network/South Florida, dated May 3, 1990	Miami-Dade County	BST 18447-18450
258.	8/5/94	Letter	Letter from John Hamill, A.A.E., Director, Technical Support, Dade County Aviation Department to Tito Gomez, Director, Corporate & External Affairs, Southern Bell, dated August 5, 1994	Miami-Dade County	BST 20247-20251
259.	8/20/99	Email	Email from Brett Shinn, Sales Executive, BellSouth, dated August 20, 1999	Miami-Dade County	BST 19857
260.	3/15/01	Proposal	SmartRing Proposal from Ed Gonzalez, Regional Account Manager, BellSouth to Maurice Jenkins, dated March 15, 2001	Miami-Dade County	BST 22419-22446
261.	6/12/01	Email	Email from Elena Cordal, BellSouth, dated June 12, 2001, with attachments	Miami-Dade County	BST 19859-19862
262.	1/3/02	Letter	Letter from Joseph Mule, Regional Sales Manager, BellSouth Communication Systems, LLC to Pedro J. Garcia, P.E., Chief, Telecommunications, Miami-Dade Aviation Department, dated January 3, 2002	Miami-Dade County	BST 1692-1693
263.	6/17/02	Letter	Letter from Mercy Dominguez, Network Sales Engineer, BellSouth Business to Maurice Jenkins, dated June 17,	Miami-Dade County	BST 3715-3716

Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
			2002		
264.	6/17/02	Memorandum	Memorandum from Maurice Jenkins to Pedro Garcia, dated June 17, 2002	Miami-Dade County	BST 3719
265.	8/1/02	Email	Email from Elena Cordal to Tito Gomez, dated August 1, 2002, with attachments	Miami-Dade County	BST 19916-19917
266.	10/15/02	Letter	Letter from Joan Legue, Service Consultant, BellSouth Business Systems to Maria Perez, Miami-Dade Aviation Department, dated October 15, 2002	Miami-Dade County	BST 452
267.		RFP	Request for Proposals for the Non-Exclusive Telecommunications and Network Management Services Agreement RFP No. MDAD-04-01	Miami-Dade County	
268.	4/17/03		BellSouth Technical Proposal for the Non-Exclusive Telecommunications and Network Management Services Agreement RFP No. MDAD-04-01	Miami-Dade County	BST 1962-2043
269.	9/18/02	Email	Email from Nancy H. Sims to Tito Gomez, dated September 18, 2002	Miami-Dade County	BST 19739
270.	4/12/05	Minutes	BellSouth/MDAD Meeting Minutes prepared by Rick Kautz, Dade Aviation Consultants, dated 4/12/02, with attachments	Miami-Dade County	BST 256-260
271.	4/21/05	Email	Email from Pedro Garcia to David Hope, dated April 21, 2005	Miami-Dade County	
272.	10/16/86	Transcript	Transcript of Jacklyn A. Mickle, Staff Manager, Rates and Charges, Southern Bell Telephone	Miami-Dade County	BST/PSC 447-563

Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
			Company, Docket No. 860455-TL, dated October 16, 1986		
273.	10/27/86	Transcript	Transcript of Testimony of Hugh MacBeth, Manager of Information Systems and Telecommunications, Greater Orlando Aviation Authority, Docket No. 860455-TL, dated October 27, 1986	Miami-Dade County	
274.	10/16/86	Supplement	Supplement to Attachment B to Testimony of Hugh MacBeth, Docket No. 860455-TL, dated October 16, 1986	Miami-Dade County	BST/PSC 1518-1521
275.	10/21/86	Exhibits	Late-filed exhibits to Deposition of Hugh MacBeth, Docket No. 860455-TL, dated October 21, 1986	Miami-Dade County	BST/PSC 1522-1547
276.	10/22/86	Order	Prehearing Order, Docket No. 860455-TL, Order No. 16763, issued October 22, 1986	Miami-Dade County	BST/PSC 1548-1627
277.	1/4/95	Interrogatories	Southern Bell Telephone and Telegraph Company's First Set of Interrogatories to WilTel Communications Systems, Inc, filed January 4, 1995	Miami-Dade County	BST/PSC 5876-5881
278.	2/22/88	Letter	Letter from Byron Moore, Regional Accounts Manager, Centel Communications Systems to John van Wezel, Chief, Contracts Division, dated February 22, 1988	Miami-Dade County	NXT 8911-8914
279.	5/1/92	Letter	Letter from Marshall M. Criser, III, Operations Manager, Regulatory Relations, Southern Bell	Miami-Dade County	BST/PSC 6291-6297

Exhibit No.	Date	Document Type	Description of Exhibit	Party Submitting Exhibit	Bates-Stamp No.
			Telephone and Telegraph Company to Walter D'Haeseleer, Division of Communications, Florida Public Service Commission, dated May 1, 1992		
280.	3/30/93	Letter	Letter from J. Phillip Carver to Alan Taylor, dated March 30, 1993	Miami-Dade County	BST/PSC 5537-5549
281.	8/12/99	Memorandum	Memorandum from Patti Schmigle, President, Williams Communications Solutions to Harry Dandelles, Director, Audit Services, dated August 12, 1999	Miami-Dade County	NEX 11366-11373
282.	5/7/01	Report	Audit Report, Miami-Dade Aviation Department, Review of Telecommunications Services Agreement with Williams Communications Solutions, LLC, dated May 7, 2001	Miami-Dade County	MDC1(7) 824-862
283.	4/1/06-4/30/06	Telephone Charges	Miami International Airport Hotel Telephone Charges for the period of April 1, 2006 to April 30, 2006	Miami-Dade County	MDC_PSC(1) 1-19
284.	5/5/06-6/4/06	Telephone Bill	Sunglass Hut Telephone Bill for the period of May 5, 2006 to June 4, 2006	Miami-Dade County	MDC_PSC(3) 1-10