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April 21, 2008

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VIA HAND DELIVERY

Ms. Ann Cole, Director
Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 070736-TP

Dear Ms. Cole:

Enclosed for filing on behalf of Intrado Communications Inc. are an original and 15 copies of the following documents:

- 1. The Direct Testimony of Cynthia Clugy;
2. The Direct Testimony of Thomas W. Hicks; and
3. The Direct Testimony of Carey F. Spence- Lenss.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning the same to me.

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Thank you for your assistance with this filing.

Sincerely yours,

[Handwritten signature of Floyd R. Self]

Floyd R. Self

cc: Rebecca Ballesteros, Esq.
Parties of Record

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03143-08 04/21/08
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served on the following parties by Electronic Mail and U.S. Mail this 21st day of April, 2008.

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Floyd R. Self

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BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION
Docket No. 070736-TP
Petition of Intrado Communications Inc. Pursuant to Section 252(b) of the
Communications Act of 1934, as amended, to Establish an Interconnection
Agreement with BellSouth Telecommunications, Inc., d/b/a AT&T Florida
DIRECT TESTIMONY OF CYNTHIA CLUGY

April 21, 2008

Q: PLEASE STATE YOUR NAME, TITLE, AND BUSINESS ADDRESS FOR THE RECORD.

A: My name is Cynthia Clugy. My business address is 1601 Dry Creek Drive, Longmont, CO, 80503. I am employed by Intrado Communications Inc. ("Intrado Comm") as a Consultant to Intrado Comm's Government and Regulatory Affairs department.

Q: PLEASE DESCRIBE YOUR RESPONSIBILITIES FOR INTRADO COMM.

A: I am responsible for various projects for Intrado Comm's Government and Regulatory Affairs group. Specifically, I am part of Intrado Comm's Section 251 negotiations team where I serve as a telecommunications subject matter expert. As a member of Intrado Comm's Section 251 team, I am responsible for the review of incumbent template agreements and incorporating Intrado Comm's proposed language. I also have participated on all negotiation calls

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1 with AT&T with respect to the interconnection agreement at issue in this
2 proceeding.

3 **Q: PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND**
4 **PROFESSIONAL EXPERIENCE.**

5 **A:** I have over 25 years of experience in both wireline and wireless
6 telecommunications. I started with what was then Southwestern Bell
7 (SWBT/SBC) Telephone in the sales and marketing department handling
8 complex commercial accounts. I was both the account manager and service
9 manager for all E911 systems in southeast Texas. I was the account lead for
10 the installation of over 25 new E911 systems during this period. During my
11 time at SBC I served as primary contact for E911 systems in the southeast
12 Texas region. This position required a deep understanding of E911 systems
13 network and database as well as general telephone company circuit
14 provisioning and switch translations. I served as the primary customer
15 interface during service affecting outages and assisted telephone company
16 personnel in restoring E911 systems during facility outages. After leaving
17 SBC, I worked six years for Intrado Comm serving as technical subject matter
18 expert for the Legal and Regulatory department. My responsibilities included
19 expert witness testimony in certification and interconnection arbitration
20 proceedings. I also reviewed new services to make sure any Intrado Comm
21 offerings were in regulatory compliance. I represented Intrado Comm on
22 various industry forums where E911 recommended standards are developed.
23 In this capacity I have contributed to the formulation of recommended

1 standards for the National Emergency Number Association (“NENA”) and the
2 Association for Telecommunications Industry Solutions (“ATIS”) Emergency
3 Services Forum (“ESF”). Beginning in 2004, I served briefly as the Director
4 of Regulatory Affairs for Greater Harris County E911 where I assisted in the
5 Texas state efforts to develop E911 service agreements for Voice over Internet
6 Protocol (“VoIP”) providers allowing them to interconnect to E911 systems
7 throughout the state of Texas. I also assisted in developing technical
8 specifications for next generation E911 platforms used in requests for
9 proposals sent out by the Texas 911 Alliance of E911 Directors. My recent
10 experience includes consulting in wireless carrier project management. In this
11 capacity I assisted a Texas start-up wireless carrier in deploying new services
12 in the San Antonio, Texas area. I project managed the installation of the
13 service to all cell sites and the turn up of service as Phase 1 E911 compliant. I
14 have recently completed a contracting assignment where I project-managed
15 the telephone facilities for all the new cell site build-out in north Texas,
16 Arkansas, and Oklahoma for a Tier 1 wireless carrier. This included a new
17 market launch in Fayetteville, Arkansas. I am currently consulting as a
18 telecommunications subject matter expert for Intrado Comm as Intrado Comm
19 pursues the deployment of its next generation E911 product offerings,
20 including assisting in interconnection negotiations with incumbent local
21 exchange carriers. I am a graduate of the University of Texas at Austin with a
22 Bachelors Business Administration in Marketing.

1 **Q: HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE FLORIDA**
2 **PUBLIC SERVICE COMMISSION?**

3 **A:** No.

4 **Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

5 **A:** The purpose of my testimony is to explain Intrado Comm's position on the
6 following unresolved issues: Issue 7(b), Issue 9, Issue 10, Issue 11, Issue 12,
7 Issue 13(a) and (b), Issue 14(a) and (b), Issue 15, Issue 17(a) and (b), Issue
8 18(a) and (b), Issue 20, Issue 21, Issue 22, Issue 23, Issue 24, Issue 26, Issue
9 27(a) and (b), Issue 28, Issue 31, Issue 32, Issue 35, and Issue 36.

10 *Issue 7(b): Should the ICA include terms and conditions to address subsequent*
11 *modifications to the interconnection agreement and changes in law? If so, what*
12 *terms and conditions should be included?*

13 *Issue 15: Should the ICA permit the retroactive application of charges that are*
14 *not prohibited by an order or other change-in-law?*

15 **Q: PLEASE EXPLAIN INTRADO COMM'S POSITION ON THESE**
16 **ISSUES.**

17 **A:** Intrado Comm agrees that the interconnection agreement should include terms
18 and conditions to address subsequent modifications to the interconnection
19 agreement and changes in law. Intrado Comm, however, disagrees with
20 AT&T's proposed language discussing how such modifications will be
21 implemented. For example, AT&T's language indicates that retroactive
22 compensation adjustments will apply "uniformly" to all traffic exchanged as
23 "local" calls under the agreement. This broad language could allow AT&T to

1 make retroactive compensation adjustments for traffic that is not affected by a
2 change of law. Therefore, Intrado Comm has proposed language that would
3 apply retroactive compensation adjustments consistent with intervening law.
4 In addition, Intrado Comm has revised AT&T's language to clarify that any
5 retroactive adjustments will apply only as "permitted" by any order adopting a
6 change in law.

7 **Issue 9:** *To the extent not addressed in another issue, which terms and*
8 *conditions should be reciprocal?*

9 **Q: SHOULD TERMS AND CONDITIONS OF THE INTERCONNECTION**
10 **AGREEMENT BE RECIPROCAL?**

11 **A:** Yes. To the extent applicable, both Parties should have equal rights,
12 reciprocal responsibilities, and mutual obligations.

13 **Issue 10:** *What 911/E911-related terms should be included in the ICA and*
14 *how should those terms be defined?*

15 **Q: WHY HAS INTRADO COMM REVISED AT&T'S PROPOSED**
16 **DEFINITIONS FOR "911 TRUNK"?**

17 **A:** AT&T's proposed definition for "911 Trunk" uses the term "Switch," which
18 is not a defined term in the interconnection agreement. Intrado Comm
19 proposes the use of "End Office" because it connotes the originating switch
20 and is a defined term in the interconnection agreement.

21 **Q: WHY HAS INTRADO COMM ADDED A DEFINITION FOR**
22 **"INTERCONNECTED VOIP"?**

1 **A:** Intrado Comm has added the definition for “Interconnected VoIP” adopted by
2 the FCC. This definition is necessary because the language the Parties have
3 agreed upon contains this term.

4 **Q:** **PLEASE EXPLAIN THE SIGNIFICANCE OF INTRADO COMM’S**
5 **PROPOSED MODIFICATIONS TO THE DEFINITIONS OF**
6 **CENTRAL OFFICE SWITCH AND TANDEM OFFICE SWITCH.**

7 **A:** Intrado has modified the definitions of “Central Office Switch” and “Tandem
8 Office Switch” to clarify that 911/E911 tandem switches or selective routers
9 fall within those definitions. These terms are used throughout the
10 interconnection agreement to set forth trunking requirements, interconnection
11 methods, and call routing obligations. Intrado Comm’s proposed revisions are
12 consistent with the NENA Glossary, *Newton’s Telecom Dictionary* (attached
13 as Exhibit No. ____ (Clugy, Direct Exhibit CC-1), and my understanding of
14 the FCC’s findings. Intrado Comm also has modified the definition of
15 “Tandem Office Switch” to acknowledge that a tandem office switch can be
16 used for emergency call routing.

17 **Q:** **HOW DOES INTRADO COMM PROPOSE TO DEFINE “SELECTIVE**
18 **ROUTER” AND “SELECTIVE ROUTING” IN THE**
19 **INTERCONNECTION AGREEMENT?**

20 **A:** Consistent with industry recommendations and practices, Intrado Comm
21 proposes to use the definition as found in the NENA Glossary to define
22 “Selective Router” and “Selective Routing” in the Parties’ interconnection

1 agreement. The NENA Glossary is attached as Exhibit No. ____ (Clugy,
2 Direct Exhibit CC-2).

3 **Q: HAVE THE PARTIES REACHED AGREEMENT ON ANY OF THIS**
4 **LANGUAGE IN OTHER STATES?**

5 **A:** Yes, the Parties reached agreement on the definition of “911 Trunk” and
6 “Interconnected VoIP” via negotiation by the Parties in Ohio (13-state
7 agreement), but AT&T is unwilling to use the 13-state agreement as the basis
8 for the Parties’ Florida agreement. Intrado Comm has been unable to identify,
9 and AT&T has not offered, any technical or other limitation to justify
10 AT&T’s refusal to agree to the same treatment for such arrangements in
11 Florida.

12 *Issue 11: What are the obligations and responsibilities of each Party to collect*
13 *and remit 911/E911 surcharges, and to provide any related reports?*

14 **Q: WHY HAS INTRADO COMM REVISED AT&T’S PROPOSED**
15 **LANGUAGE REGARDING THE COLLECTION AND REMITTANCE**
16 **OF 911/E911 SURCHARGES?**

17 **A:** AT&T’s proposed language contains detailed requirements regarding the
18 reports and information that must be provided to E911 Customers with respect
19 to 911/E911 surcharges and fees. Intrado Comm does not dispute that E911
20 Customers may require the submission of information from Intrado Comm
21 regarding 911/E911 surcharges. It is the E911 Customer, not AT&T, who
22 dictates what information is required to be provided. Intrado Comm also has

1 deleted AT&T's proposed language addressing resellers because that language
2 does not apply to Intrado Comm.

3 **Q: HAVE THE PARTIES REACHED AGREEMENT ON THIS**
4 **LANGUAGE IN OTHER STATES?**

5 **A:** Yes, this issue was resolved via negotiation by the Parties in Ohio (13-state
6 agreement), but AT&T is unwilling to use the 13-state agreement as the basis
7 for the Parties' Florida agreement. Intrado Comm has been unable to identify,
8 and AT&T has not offered, any technical or other limitation to justify
9 AT&T's refusal to agree to the same treatment for such arrangements in
10 Florida.

11 *Issue 12: Are 911/E911 calls exchanged between the Parties subject to*
12 *intercarrier compensation?*

13 **Q: WHY IS INTERCARRIER COMPENSATION INAPPLICABLE TO**
14 **911/E911 CALLS EXCHANGED BETWEEN THE PARTIES?**

15 **A:** Under current practice and industry standards, 911/E911 traffic destined for
16 AT&T's selective router is not subject to intercarrier compensation. In fact, in
17 its response to Intrado Comm's petition for arbitration, AT&T acknowledges
18 that 911/E911 service traffic is not subject to intercarrier compensation and
19 the terms and conditions contained in AT&T's Appendix Intercarrier
20 Compensation do not apply to 911/E911 traffic. This practice, however, is not
21 memorialized in AT&T's existing interconnection template language. Thus,
22 Intrado Comm's language makes clear that neither Party will charge the other

1 intercarrier compensation for the termination of 911/E911 service traffic
2 regardless of which Party is terminating the traffic.

3 **Q: HAVE THE PARTIES REACHED AGREEMENT ON THIS**
4 **LANGUAGE IN OTHER STATES?**

5 **A:** Yes, this issue was resolved via negotiation by the Parties in Ohio (13-state
6 agreement), but AT&T is unwilling to use the 13-state agreement as the basis
7 for the Parties' Florida agreement. Intrado Comm has been unable to identify,
8 and AT&T has not offered, any technical or other limitation to justify
9 AT&T's refusal to agree to the same treatment for such arrangements in
10 Florida.

11 *Issue 13(a): What subset of traffic, if any, should be eligible for intercarrier*
12 *compensation when exchanged between the Parties?*

13 **Q: PLEASE EXPLAIN INTRADO COMM'S POSITION ON THIS ISSUE.**

14 **A:** This issue deals with the Parties' exchange of non-911 traffic. AT&T's
15 proposed language improperly classifies the types of traffic subject to
16 intercarrier compensation and imposes onerous terms and conditions on the
17 Parties' exchange of intercarrier compensation that are not consistent with
18 law.

19 **Q: PLEASE GIVE SOME EXAMPLES OF HOW AT&T'S LANGUAGE IS**
20 **NOT CONSISTENT WITH THE LAW.**

21 **A:** For example, AT&T attempts to define Section 251(b)(5) Traffic and ISP-
22 Bound Traffic as either local or non-local in order to limit its reciprocal
23 compensation obligations to so-called "local" traffic. It is my understanding

1 that the FCC has determined that it is inaccurate to limit the application of
2 reciprocal compensation to telecommunications traffic that is “local.”
3 Similarly, AT&T’s proposed language limits the traffic eligible for
4 compensation between the Parties to “wireline” service or “dialtone.” I
5 understand that the FCC’s rules do not impose such a qualification on the
6 subset of traffic that is eligible for compensation, but instead speaks in terms
7 of all telecommunications traffic.

8 ***Issue 13(b): Should the Parties cooperate to eliminate misrouted access traffic?***

9 **Q: PLEASE EXPLAIN INTRADO COMM’S POSITION ON THIS ISSUE.**

10 **A:** AT&T’s language attempts to broadly define “Switched Access Traffic” and
11 address how such traffic may be exchanged between the Parties. It is my
12 understanding that AT&T’s definition and related language regarding
13 Switched Access Traffic does not accurately state the current requirements for
14 such traffic and imposes more onerous restrictions than are currently found in
15 the FCC’s rules. It is my understanding that the FCC is currently reviewing
16 these issues. Given the uncertainty in this area, Intrado Comm would prefer
17 to refer to “Applicable Law” rather than include terms and conditions that
18 may be contrary to current requirements.

19 ***Issue 14(a): Should the terms and conditions for the exchange of traffic from***
20 ***third-parties for interLATA traffic be reciprocal?***

21 **Q: PLEASE EXPLAIN INTRADO COMM’S POSITION ON THIS ISSUE.**

22 **A:** AT&T’s proposed language proposes unilateral requirements on Intrado
23 Comm to enter into arrangements with third parties for interLATA traffic not

1 subject to meet point billing. Similarly, AT&T's proposed language requires
2 Intrado Comm to enter arrangements with third party carriers for the exchange
3 of other types of traffic and eliminates any AT&T responsibility to act as a
4 clearinghouse or intermediary between Intrado Comm and third parties. This
5 language should be reciprocal. Intrado Comm seeks the same protections and
6 rights that AT&T's language gives to AT&T. AT&T has offered no
7 demonstration why these provisions cannot apply to both Parties equally.

8 ***Issue 14(b): What terms and conditions should apply to alternate tandem***
9 ***provider traffic?***

10 **Q: PLEASE EXPLAIN INTRADO COMM'S POSITION ON THIS ISSUE.**

11 **A:** AT&T's proposed language is one-way – it only addresses Intrado Comm's
12 obligations with respect to alternate tandem provider traffic. Intrado Comm
13 has revised the language to be reciprocal so that both Parties have equal
14 obligations with respect to alternate tandem provider traffic.

15 ***Issue 17(a): What is the appropriate timeframe for incorporating changes to***
16 ***arbitrated or non-voluntary provisions of the interconnection agreement?***

17 **Q: WHAT IS INTRADO COMM'S POSITION ON THIS ISSUE?**

18 **A:** Non-voluntary provisions, as defined by AT&T, are those provisions that
19 AT&T has not willingly negotiated and are the result of arbitration decisions
20 in various states. When modifications are made to such non-voluntary
21 provisions, AT&T's proposed language establishes a timeframe for
22 incorporating those changes into the interconnection agreement. Intrado

1 Comm has agreed that any necessary modifications to the interconnection
2 agreement should take place within ninety (90) days.

3 **Q: HAVE THE PARTIES REACHED AGREEMENT ON THIS**
4 **LANGUAGE IN OTHER STATES?**

5 **A:** Yes, this issue was resolved via negotiation by the Parties in Ohio (13-state
6 agreement), but AT&T is unwilling to use the 13-state agreement as the basis
7 for the Parties' Florida agreement. Intrado Comm has been unable to identify,
8 and AT&T has not offered, any technical or other limitation to justify
9 AT&T's refusal to agree to the same treatment for such arrangements in
10 Florida.

11 *Issue 17(b): Should the ICA articulate the availability in other states of arbitrated*
12 *or non-voluntary provisions?*

13 **Q: PLEASE EXPLAIN INTRADO COMM'S POSITION ON THIS ISSUE.**

14 **A:** AT&T's language indicates that non-voluntary arrangements will not be
15 available in states other than the state that originally imposed or required the
16 non-voluntary arrangement. This language could be viewed as inconsistent
17 with AT&T's obligation to port interconnection agreements to other states
18 pursuant to the AT&T/BellSouth merger conditions adopted by the FCC.
19 Intrado Comm has agreed to add language to this provision requiring the
20 Parties to comply with Applicable Law with respect to non-voluntary
21 arrangements.

22 **Q: HAVE THE PARTIES REACHED AGREEMENT ON THIS**
23 **LANGUAGE IN OTHER STATES?**

1 **A:** Yes, this issue was resolved via negotiation by the Parties in Ohio (13-state
2 agreement), but AT&T is unwilling to use the 13-state agreement as the basis
3 for the Parties' Florida agreement. Intrado Comm has been unable to identify,
4 and AT&T has not offered, any technical or other limitation to justify
5 AT&T's refusal to agree to the same treatment for such arrangements in
6 Florida.

7 **Issue 18(a):** *What term should apply to the interconnection agreement?*

8 **Q:** **WHAT TERM SHOULD APPLY TO THE INTERCONNECTION**
9 **AGREEMENT?**

10 **A:** Intrado Comm proposes a three (3) year term for the interconnection
11 agreement. The process of negotiating an interconnection agreement is highly
12 resource-intensive, both in terms of time and money. Requiring Intrado
13 Comm to divert its attention and resources from providing its services to
14 interconnection negotiations is not in the interests of Intrado Comm's
15 customers and is decidedly counter to the public interest. Any term shorter
16 than three years erects a barrier to entry for smaller, competitive carriers that
17 lack the extensive resources of a large incumbent, and who, to survive, must
18 focus on providing service to their customers rather than engaging in
19 protracted negotiations or arbitrations. A three-year term is reasonable.

20 **Q:** **HAVE THE PARTIES REACHED AGREEMENT ON THIS**
21 **LANGUAGE IN OTHER STATES?**

22 **A:** Yes, this issue was resolved via negotiation by the Parties in Ohio (13-state
23 agreement), but AT&T is unwilling to use the 13-state agreement as the basis

1 for the Parties' Florida agreement. Intrado Comm has been unable to identify,
2 and AT&T has not offered, any technical or other limitation to justify
3 AT&T's refusal to agree to the same treatment for such arrangements in
4 Florida.

5 ***Issue 18(b): When should Intrado Comm notify AT&T that it seeks to pursue a***
6 ***successor ICA?***

7 **Q: WHEN SHOULD INTRADO COMM NOTIFY AT&T THAT IT SEEKS**
8 **TO PURSUE A SUCCESSOR ICA?**

9 **A:** When one Party seeks to terminate the interconnection agreement, Intrado
10 Comm has the right to request a successor agreement from AT&T within ten
11 (10) days. Originally, Intrado Comm had proposed a longer period of time in
12 order to request a successor agreement, but has since agreed with AT&T's
13 original language providing for a ten (10) day timeframe.

14 **Q: HAVE THE PARTIES REACHED AGREEMENT ON THIS**
15 **LANGUAGE IN OTHER STATES?**

16 **A:** Yes, this issue was resolved via negotiation by the Parties in Ohio (13-state
17 agreement), but AT&T is unwilling to use the 13-state agreement as the basis
18 for the Parties' Florida agreement. Intrado Comm has been unable to identify,
19 and AT&T has not offered, any technical or other limitation to justify
20 AT&T's refusal to agree to the same treatment for such arrangements in
21 Florida.

22 ***Issue 20: What are the appropriate terms and conditions regarding billing and***
23 ***invoicing audits?***

1 **Q: WHAT ARE THE APPROPRIATE TERMS AND CONDITIONS**
2 **REGARDING AUDITS?**

3 **A:** Audits should be conducted by independent auditors, not employees of the
4 Parties. Both Parties should have the right to engage an independent auditor
5 and the costs of the audit should be borne by the Party requesting the audit,
6 subject to some reimbursement if the audit reveals discrepancies. Audits are
7 costly and force a company to direct precious resources to the audit task and
8 away from the delivery of services to customers. Audit power can be easily
9 abused and must be applied only in limited circumstances, especially when the
10 parties involved do not hold equal positions in the emerging competitive
11 market. Such audits can also be used to stifle competition by creating
12 financial burdens on new entrants and distracting resources to the audit. An
13 independent auditor with the auditing party incurring the costs of the audit is
14 crucial to maintaining a balance between parties with uneven market
15 positions.

16 **Q: HAVE THE PARTIES REACHED AGREEMENT ON THIS**
17 **LANGUAGE IN OTHER STATES?**

18 **A:** Yes, this issue was resolved via negotiation by the Parties in Ohio (13-state
19 agreement), but AT&T is unwilling to use the 13-state agreement as the basis
20 for the Parties' Florida agreement. Intrado Comm has been unable to identify,
21 and AT&T has not offered, any technical or other limitation to justify
22 AT&T's refusal to agree to the same treatment for such arrangements in
23 Florida.

1 *Issue 21: Is Intrado Comm required to reimburse AT&T for unspecified*
2 *expenses related to the filing of the interconnection agreement with state*
3 *commissions?*

4 **Q: IS INTRADO COMM REQUIRED TO REIMBURSE AT&T FOR**
5 **UNSPECIFIED EXPENSES RELATED TO FILING THE**
6 **INTERCONNECTION AGREEMENT WITH STATE**
7 **COMMISSIONS?**

8 **A:** AT&T's language requires Intrado Comm to pay a portion of the
9 administrative costs associated with copying, delivering, and filing the
10 interconnection agreement with various state commissions. Intrado Comm
11 has asked AT&T for information regarding those costs, but AT&T has not
12 provided that information to Intrado Comm. Intrado Comm cannot agree to
13 unspecified costs as may be determined by AT&T.

14 **Q: HAVE THE PARTIES REACHED AGREEMENT ON THIS**
15 **LANGUAGE IN OTHER STATES?**

16 **A:** Yes, this issue was resolved via negotiation by the Parties in Ohio (13-state
17 agreement), but AT&T is unwilling to use the 13-state agreement as the basis
18 for the Parties' Florida agreement. Intrado Comm has been unable to identify,
19 and AT&T has not offered, any technical or other limitation to justify
20 AT&T's refusal to agree to the same treatment for such arrangements in
21 Florida.

1 *Issue 22: Should Intrado Comm be permitted to assign the interconnection*
2 *agreement to an affiliated entity? If so, what restrictions, if any, should apply if*
3 *that affiliate has an effective ICA with AT&T Florida?*

4 **Q: WHAT IS INTRADO COMM'S POSITION ON THIS ISSUE?**

5 **A:** AT&T's proposed assignment language limits Intrado Comm's right to assign
6 the interconnection agreement to an affiliate if the affiliate also has an
7 interconnection agreement with AT&T. Intrado Comm agrees with AT&T
8 that if its affiliate has an interconnection agreement with AT&T, that
9 agreement should be terminated prior to Intrado Comm's assignment of its
10 interconnection agreement to that affiliate.

11 **Q: HAVE THE PARTIES REACHED AGREEMENT ON THIS**
12 **LANGUAGE IN OTHER STATES?**

13 **A:** Yes, this issue was resolved via negotiation by the Parties in Ohio (13-state
14 agreement), but AT&T is unwilling to use the 13-state agreement as the basis
15 for the Parties' Florida agreement. Intrado Comm has been unable to identify,
16 and AT&T has not offered, any technical or other limitation to justify
17 AT&T's refusal to agree to the same treatment for such arrangements in
18 Florida.

19 *Issue 23: Should AT&T be permitted to recover its costs, on an individual case*
20 *basis, for performing specific administrative activities? If so, what are the specific*
21 *administrative activities?*

22 **Q: PLEASE EXPLAIN INTRADO COMM'S POSITION ON THIS ISSUE.**

1 **A:** AT&T’s proposed language indicates that AT&T may impose unspecified
2 charges on Intrado Comm for work necessary with respect to collocation.
3 Intrado Comm is not disputing that certain administrative activities may be
4 priced on an individual case basis. Rather, Intrado Comm has asked that
5 AT&T notify it of those charges prior to performing the work so that Intrado
6 Comm can determine whether to go forward with the request.

7 **Q: HAVE THE PARTIES REACHED AGREEMENT ON THIS**
8 **LANGUAGE IN OTHER STATES?**

9 **A:** Yes, this issue was resolved via negotiation by the Parties in Ohio (13-state
10 agreement), but AT&T is unwilling to use the 13-state agreement as the basis
11 for the Parties’ Florida agreement. Intrado Comm has been unable to identify,
12 and AT&T has not offered, any technical or other limitation to justify
13 AT&T’s refusal to agree to the same treatment for such arrangements in
14 Florida.

15 ***Issue 24: What limitation of liability and/or indemnification language should***
16 ***be included in the ICA?***

17 **Q: WHAT IS INTRADO COMM’S POSITION ON THIS ISSUE?**

18 **A:** AT&T’s language indicates that it will not be liable to Intrado Comm, Intrado
19 Comm’s end user, or any other person for losses arising out of the provision
20 of access to 911 service or any errors, interruptions, defects, failures, or
21 malfunctions of 911. This is very broad language and gives AT&T unlimited
22 protection from liability. Intrado Comm has therefore proposed language that
23 would make AT&T liable for losses if the provision of access to 911 service

1 or errors, interruptions, defects, failures, or malfunctions of 911 were
2 attributable to AT&T. It is my understanding that carriers typically cannot
3 limit their liability for errors that are caused by gross negligence or willful
4 misconduct, but AT&T's language does just that.

5 **Issue 26:** *What are the Parties' obligations with respect to carrier change*
6 *authorization and orders?*

7 **Q: WHAT IS INTRADO COMM'S POSITION ON THIS ISSUE?**

8 **A:** It is my understanding that the FCC and this Commission have adopted rules
9 governing the process and procedures for implementing carrier change orders
10 (*i.e.*, when a customer decides to change from one carrier to another carrier).
11 The language proposed by AT&T would require Intrado Comm to deliver to
12 AT&T "a representation of authorization" prior to Intrado Comm submitting a
13 carrier change order to AT&T. It is my understanding that the rules allow
14 carriers to use various types of authorization, such as an electronic
15 authorization or third-party verification, and specifically prohibit the carrier
16 transferring the customer from verifying the documentation it receives.

17 **Issue 27(a):** *Is Intrado Comm required to acknowledge that AT&T has an ability*
18 *to contact and provide services Intrado Comm customers?*

19 **Issue 27(b):** *Should AT&T's ability to do so be consistent with law?*

20 **Q: WHAT IS INTRADO COMM'S POSITION ON THIS ISSUE?**

21 **A:** AT&T's proposed language would require Intrado Comm to acknowledge that
22 AT&T has an ability to contact and provide services to Intrado Comm's
23 customers. This language is very broad and could be used in an anti-

1 competitive manner. Intrado Comm initially suggested deleting the language.
2 When AT&T refused, Intrado Comm suggested inserting the phrase “as
3 permitted by Applicable Law” to ensure that any AT&T contact with Intrado
4 Comm’s customers complies with the rules established by the FCC and this
5 Commission.

6 **Q: HAVE THE PARTIES REACHED AGREEMENT ON THIS**
7 **LANGUAGE IN OTHER STATES?**

8 **A:** Yes, this issue was resolved via negotiation by the Parties in Ohio (13-state
9 agreement) where the Parties agreed to delete this language in its entirety.
10 AT&T, however, is unwilling to use the 13-state agreement as the basis for
11 the Parties’ Florida agreement. Intrado Comm has been unable to identify,
12 and AT&T has not offered, any technical or other limitation to justify
13 AT&T’s refusal to agree to the same treatment for such arrangements in
14 Florida.

15 *Issue 28: What performance measures should be included in the ICA?*

16 **Q: WHAT PERFORMANCE MEASURES SHOULD BE INCLUDED IN**
17 **THE ICA?**

18 **A:** Intrado Comm supports using the Florida-specific performance measures
19 routinely adopted by the Commission for inclusion in interconnection
20 agreements in Intrado Comm’s interconnection agreement with AT&T.

21 *Issue 31: How should the term “End User” be defined in the ICA?*

22 **Q: HOW SHOULD THE TERM “END USER” BE DEFINED IN THE**
23 **ICA?**

1 **A:** The entities that will be purchasing telecommunications services from Intrado
2 Comm and AT&T should be considered “End Users” under the
3 interconnection agreement. This includes governmental entities (*i.e.*, E911
4 Customers or PSAPs) and communications providers that are purchasing
5 services from the Parties at retail (as opposed to wholesale) rates. Intrado
6 Comm has therefore modified AT&T’s proposed definition of “End User” to
7 include E911 Customers and communications providers purchasing services
8 from the Parties at retail.

9 **Issue 32:** *Should the term “Offers Service” be defined in the ICA? If so, what*
10 *is the appropriate definition?*

11 **Q:** **SHOULD THE TERM “OFFERS SERVICE” BE DEFINED IN THE**
12 **ICA?**

13 **A:** Intrado Comm sees no need for the definition to be included in the
14 interconnection agreement. If the definition is included, it should be modified
15 per Intrado Comm’s proposed language.

16 **Q:** **WHY IS IT APPROPRIATE FOR THE DEFINITION OF “OFFERS**
17 **SERVICE” TO INCLUDE 911/E911 CALL ROUTING?**

18 **A:** It is necessary to include 911/E911 call routing in the definition of “Offers
19 Service” because Intrado Comm could be offering services pursuant to its
20 251(c) interconnection relationship with AT&T without meeting the arbitrary
21 conditions included in AT&T’s proposed definition.

1 *Issue 35: Should the Parties' interconnection agreement reference applicable*
2 *law rather than incorporate certain appendices which include specific terms and*
3 *conditions for all services?*

4 **Q: SHOULD THE INTERCONNECTION AGREEMENT INCLUDE ALL**
5 **APPENDICES AS FOUND IN AT&T'S 13-STATE TEMPLATE**
6 **AGREEMENT?**

7 **A:** Yes. Although Intrado Comm originally sought to reference "Applicable
8 Law" rather include every 13-state appendix in the interconnection agreement,
9 Intrado Comm has since informed AT&T in connection with negotiations in
10 Ohio that Intrado Comm is willing to include all of the 13-state appendices
11 that AT&T seeks to include in the interconnection agreement.

12 *Issue 36: Should the Parties identify, by capitalization or some other means,*
13 *terms that have been formally defined in the ICA?*

14 **Q: WHAT IS INTRADO COMM'S POSITION ON THIS ISSUE?**

15 **A:** The interconnection agreement defines certain terms, but AT&T's language
16 does not consistently capitalize those terms throughout the agreement. To the
17 extent a term has been defined, it should be capitalized throughout the
18 agreement in recognition that it is a specifically defined term.

19 **Q: DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

20 **A:** Yes.