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April 21, 2008

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

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08 APR 21 PM 4:42
COMMISSION CLERK

Re: Docket No. 070699-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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SGA cc: Rebecca Ballesteros, Esq.
SEC
OTH

Thank you for your assistance with this filing.

Sincerely yours,

[Handwritten signature of Floyd R. Self]

Floyd R. Self

DOCUMENT NUMBER-DATE
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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.

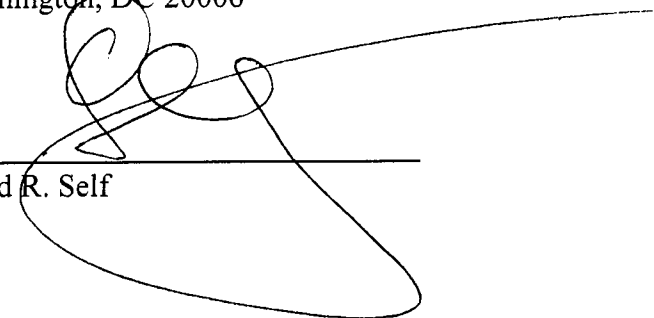
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Floyd R. Self

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BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION
Docket No. 070699-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 Embarq Florida, Inc.

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

1 with Embarq 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 9, Issue 10, Issue 11, Issue 12, and Issue
7 14.

8 *Issue 9: Under § 251(c), should Embarq be required to maintain certain*
9 *company identifiers and codes to interconnect with Intrado Comm and terminate*
10 *traffic on Intrado Comm's network?*

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

12 A: Intrado Comm requests that Embarq maintain certain company identifiers and
13 codes to interconnect with Intrado Comm and terminate 911/E911 Service
14 traffic on Intrado Comm's network consistent with the requirements of
15 NENA. Embarq requires Intrado Comm to maintain similar identifiers and
16 codes.

17 *Issue 10: What limitation of liability and/or indemnification language should*
18 *be included in the ICA?*

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

20 A: Embarq's proposed language regarding insurance would make Intrado
21 Comm's liability to Embarq unlimited. Unlimited liability is not consistent
22 with other provisions in the interconnection agreement or industry standards.

1 **Issue 11:** *How should the term “End User” be defined and where should it be*
2 *used in the ICA?*

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

5 **A:** The entities that will be purchasing telecommunications services from Intrado
6 Comm and Embarq should be considered “End Users” under the
7 interconnection agreement. This includes governmental entities (*i.e.*, E911
8 Authorities or PSAPs) and communications providers that are purchasing
9 services from the Parties at retail (as opposed to wholesale) rates. Intrado
10 Comm has therefore modified Embarq’s proposed definition of “End User” to
11 include E911 Authorities and communications providers purchasing services
12 from the Parties at retail.

13 **Issue 12:** *How should the term “Enhanced 911 Service” be defined in the*
14 *ICA?*

15 **Q:** **HOW SHOULD THE TERM “ENHANCED 911 SERVICE” BE**
16 **DEFINED IN THE ICA?**

17 **A:** Intrado Comm has modified Embarq’s proposed interconnection agreement
18 definition to reflect that E911 Service is a telephone exchange service as
19 Embarq acknowledges in its Florida tariffs when it provides those services to
20 PSAPs.

21 **Issue 14:** *What are the appropriate terms and conditions regarding audits?*

22 **Q:** **WHAT ARE THE APPROPRIATE TERMS AND CONDITIONS**
23 **REGARDING AUDITS?**

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

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

15 **A:** Yes.