

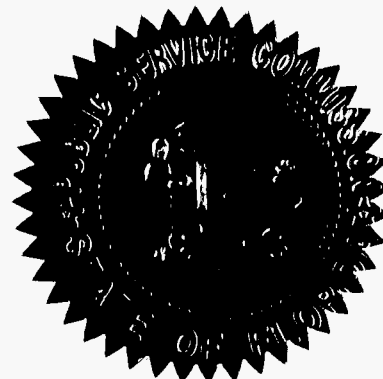
BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 070699-TP

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In the Matter of:

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



VOLUME 1

Pages 1 through 222

PROCEEDINGS: HEARING

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

DATE: Wednesday, July 9, 2008

TIME: Commenced at 9:36 a.m.

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

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

DOCUMENT NUMBER-DATE

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FLORIDA PUBLIC SERVICE COMMISSION

FPSC-COMMISSION CLERK

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P R O C E E D I N G S

1
2 CHAIRMAN CARTER: Good morning. I'd like to call
3 this hearing to order. And with that, staff, would you please
4 read the notice.

5 MS. TAN: Pursuant to notice filed June 20th, 2008,
6 this time and place has been set for a hearing conference in
7 Docket Number 070699-TP, petition by Intrado Communications,
8 Inc., for arbitration of certain rates, terms and conditions
9 for interconnection and related arrangements with Embarq
10 Florida, Inc., pursuant to Section 252(b) of the Communications
11 Act of 1934, as amended, and Section 364.162, Florida Statutes.

12 CHAIRMAN CARTER: Thank you. Let's take appearances.

13 MS. KISER: Good morning. Chérie Kiser with Cahill,
14 Gordon, Reindel on behalf of Intrado Communications, Inc. And
15 with me I have Angela Collins also of Cahill, and Rebecca
16 Ballesteros, in-house counsel for Intrado Communications. And
17 --

18 MR. SELF: Good morning, Mr. Chairman, Commissioners.
19 Floyd Self, Messer, Caparello & Self, on behalf of Intrado
20 Communications.

21 MS. MASTERTON: Good morning, Commissioners. Susan
22 Masterton on behalf of Embarq Florida, Inc. Thank you.

23 MS. TAN: And Lee Eng Tan on behalf of Commission
24 staff.

25 CHAIRMAN CARTER: Thank you. Staff, any preliminary

1 matters?

2 MS. TAN: Yes, we have a few. Yesterday afternoon
3 Intrado filed a revised exhibit for Carey Spence-Lenns, CSL-4.
4 And there was, there was an objection from Embarq regarding
5 this and so I'll go ahead and pass it to Susan.

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

7 MS. MASTERTON: Thank you, Commissioner.

8 Embarq had some concerns with the filing of that
9 exhibit so late and we hadn't had a chance to look at it and
10 also had relied on the original exhibit in preparing our
11 testimony in the docket. But we have had a conversation with
12 Intrado and we have agreed that if the original exhibit and
13 then this exhibit filed as a supplement to that so that both of
14 them are entered into the record of the proceeding, that Embarq
15 would withdraw its objections.

16 CHAIRMAN CARTER: Okay.

17 MS. KISER: That's acceptable to Intrado
18 Communications.

19 CHAIRMAN CARTER: Thank you. Staff, recommendation?

20 MS. TAN: Staff would agree with Embarq's
21 recommendation.

22 CHAIRMAN CARTER: Commissioners, any objection? Show
23 it done.

24 MS. TAN: Okay. In addition, staff has compiled a
25 list of discovery and testimony exhibits that we believe can be

1 entered into the record by stipulation. In an effort to
2 facilitate the entry of those exhibits, we have compiled a
3 chart which I have provided to the parties, the Commissioners
4 and the court reporter. I would suggest that this list itself
5 be marked as the first hearing exhibit and that the discovery
6 exhibits marked thereafter in sequential order as set forth in
7 the chart. At this time staff requests to move into the record
8 Exhibits 1 through 9.

9 CHAIRMAN CARTER: Are there any objections? Without
10 objection, show it done.

11 (Exhibits 1 through 9 marked for identification and
12 admitted into the record.)

13 MS. TAN: And staff would like to recommend that the
14 remaining identified exhibits be proffered by the respective
15 parties at the time that their witnesses are testifying.

16 CHAIRMAN CARTER: It'll be done. Okay.

17 Are those all the preliminary matters?

18 MS. TAN: At this time all that's left is the opening
19 presentations.

20 MS. MASTERTON: Commissioner, I just wanted to --

21 CHAIRMAN CARTER: Ms. Masterton.

22 MS. MASTERTON: Sorry. I just wanted to note for the
23 record that the parties agreed to stipulate the testimony of
24 Mr. Hart into the record without cross, and I'm assuming we'll
25 do that at the time he comes up on the Prehearing Order. But I

1 just wanted to make note of that at this time.

2 CHAIRMAN CARTER: Hold on to your playing cards. So
3 at the appropriate time raise the flag. Not the red flag or
4 the blue flag.

5 MS. MASTERTON: Right. The white flag in this case.

6 MS. KISER: And one other preliminary matter
7 possibly. We indicated to staff that Carey Spence-Lenns would
8 not be available to testify today and that Mr. Hicks is going
9 to adopt Ms. Spence-Lenns' testimony in its entirety.

10 MS. TAN: We'll be dealing with that at the
11 appropriate time when we start dealing with the witnesses.

12 MS. KISER: Thank you.

13 CHAIRMAN CARTER: Okay. Wave the flag at the
14 appropriate time. Okay. Anything further? Any other
15 preliminary matters either from the parties or staff? Okay. I
16 presume that we're ready for opening presentations; is that
17 correct?

18 MS. TAN: Yes. If you could please administer the
19 oath to the witnesses first.

20 CHAIRMAN CARTER: Okay. Let's have all the witnesses
21 please stand and we'll administer the oath at one time.

22 (Witnesses collectively sworn.)

23 Okay. Thank you. You may be seated.

24 Okay. We're preparing now for our -- Commissioners,
25 we'll have opening presentations and we'll begin with Intrado,

1 and the presentation will be ten minutes for each party.

2 MS. KISER: Mr. Hicks, could you please introduce
3 yourself for the Commissioners?

4 MR. HICKS: Certainly. My name is Tom Hicks. I am
5 the Director of Carrier Relations for Intrado Communications,
6 Incorporated.

7 Good morning, Mr. Chairman and Commissioners. I
8 sincerely appreciate the opportunity to be here this morning
9 and hope to briefly summarize for you who we are, some of the
10 examples and values gained through the deployment of Intrado
11 Communications' competitive 911 telephone exchange services in
12 Florida, how legacy 911 services are typically provided today
13 by the incumbent LECs and how Intrado Communications'
14 Intelligent Emergency Network 911 services will be provided
15 once interconnection issues have been resolved.

16 My first slide today depicts Intrado's emergency
17 service evolutionary path which has brought us here today.
18 While Intrado Comm, Intrado Communications, excuse me, was
19 established in 1999 as a wholly owned subsidiary of Intrado,
20 Inc., Intrado has been focused on providing emergency
21 communication solutions for public safety since 1979.
22 Intrado's initial focus was on the development of automatic
23 location commonly known as ALI systems and support and
24 ultimately began to offer ALI database management services to
25 many of the carriers. As a result of the highly reliable and

1 accurate ALI systems provided and developed by Intrado and the
2 high quality support provided to its customers, Intrado's ALI
3 system applications are currently in use by all major ILECs in
4 the delivery of E911 services throughout the nation.

5 Further, as a result of the extremely accurate and
6 efficient ALI database management services provided by
7 Intrado's personnel and its ALI systems, Intrado now directly
8 manages ALI databases for 11 major ILECs who provide
9 E911 service to most telecommunication consumers in the United
10 States.

11 Part of that evolutionary path was also to move into
12 the mobile positioning services. Intrado, in advance of the
13 FCC rules, imposed a new requirement upon all wireless
14 providers to deliver Phase 1, which was self-sector, and
15 ultimately Phase 2, which is latitude and longitude of a
16 wireless caller to 911. Intrado met this evolutionary
17 challenge for 911 by designing and deploying timely and
18 accurate mobile positioning solutions that enabled the realtime
19 delivery of wireless customers' locations when they place calls
20 to 911.

21 From that point and over the recent years and prior
22 to the FCC's mandate that nomadic voice over internet protocol,
23 commonly known as VoIP, service providers must deliver the
24 location of the nomadic VoIP caller to the PSAP call taker,
25 public safety answer point call taker, Intrado developed

1 positioning and data delivery technologies that enable rapid
2 deployment of this new consumer service over an unprecedented
3 period. Intrado was the first in the nation to deploy dynamic
4 voice over IP ALI services throughout the country. Intrado
5 currently provides its dynamic voice over IP ALI services to
6 more than 50 of the largest nomadic VoIP service providers
7 throughout the country today. It should be noted that none of
8 these services are considered to be competitive offerings to
9 those provided by the incumbent ILECs, incumbent LECs or even
10 by Embarq, but in essence are services that enhance the first
11 responder's ability to respond during emergency situations and
12 ultimately save more lives.

13 Intrado now has moved forward from being a supplier
14 of emergency service solutions to carriers to actually becoming
15 a designated E911 service provider. Continuing its legacy to
16 provide state of the art, innovative technical solutions to
17 public safety, Intrado developed and is ready to deploy its
18 Intelligent Emergency Network that will interconnect with the
19 Public Switched Telephone Network for public safety agencies
20 and PSAPs seeking more advanced technical and interoperable
21 capabilities than currently afforded by the ILECs' legacy
22 911 networks that are in place today.

23 The development of the Intelligent Emergency Network
24 allowed Intrado to offer a competitive emergency 911 local
25 exchange service to PSAPs and public safety agencies through

1 its regulated CLEC. Intrado Communications is currently
2 certified as a CLEC in 39 states throughout the country.

3 Intrado Communications' intelligent network is a
4 highly robust 911 system designed to provide public safety with
5 new capabilities that improve the ability to respond to
6 consumers seeking emergency assistance regardless of the device
7 being used by the consumer to access 911 through the Public
8 Switched Telephone Network.

9 Intrado Communications' new 911 system enables
10 capabilities impossible in the legacy environment today that
11 will lead to saving lives and property of Florida citizens and
12 visitors. As an example, Intrado Communications' 911 system --
13 had Intrado's 911 system been in place in Broward County prior
14 to Hurricane Wilma, 911 services could have been restored
15 immediately through a simple software command and all calls
16 could have been rerouted to any authorized agency connected to
17 Intrado Communications' system either inside or outside the
18 state.

19 When Pasco County became severely overloaded with
20 911 calls as a result of a major wreck last January on
21 Interstate 4, calls from the accident location could have
22 immediately been diverted to an announcement and call takers at
23 the PSAP could have been free to focus on other emergency
24 callers instead of having to answer the multiple calls
25 reporting that single incident.

1 We all hope that Florida State is never faced with an
2 incident similar to the recent misfortune experienced by
3 Virginia Tech where students and faculty in hiding and unable
4 to speak were frustrated to learn that there was no way to send
5 a text message to 911. As a result of some of those actions,
6 many cities are beginning to move forward with texting tip
7 lines, which is still not fully integrated into the 911 fabric.
8 Consumers are both surprised and alarmed when they learn that
9 they are able to send images and video to family and friends
10 from their wireless devices but that the infrastructure
11 necessary to obtain aid or share information over these devices
12 is not in place today. Deployment of Intrado Communications'
13 Intelligent Emergency Network will immediately avail many new
14 capabilities to public safety, while ensuring the
15 infrastructure is in place to meet the current emergency needs
16 of consumers having PSTN access to 911 over any device at any
17 time from anywhere.

18 As it appears that much of the information in the
19 legacy 911 environment and how it works today is covered in
20 Embarq's opening sections -- I believe is going to be covered
21 in Embarq's opening comments, I won't spend a great deal of
22 time on the legacy 911 environment slide but permit them to go
23 ahead and describe their operation of their systems.

24 What should be noted though is that 911 is accessed
25 from the Public Switched Telephone Network and that newer

1 technologies are limited due to the infrastructure that's in
2 place today. Few people will, will argue that the existing
3 legacy environment is capable of handling these new
4 technologies, and ultimately lives are lost without new public
5 safety solutions to accommodate those devices.

6 The slide in front of you now is what we consider to
7 be our Intelligent Emergency Network. And I'd like to just
8 talk a little bit about some of the interconnections from the
9 Public Switched Telephone Network to the Intrado Intelligent
10 Emergency Network.

11 Basically the network that's in front of you, you'll
12 see -- and under the lines Intrado IEN, between those two lines
13 you will see a box, several boxes and clouds, and I want to
14 explain what those devices are. The RCL trunk gateways, that's
15 what we consider to be our remote collocation trunk gateways,
16 are basically devices that take the time division multiplex
17 connections from the Public Switched Telephone Network and
18 convert those into IP signals so that it can traverse and be
19 managed within the 911 infrastructure prior to delivery to
20 public safety.

21 On the far right side you'll see an IEN edge router
22 in front of you. That basically is the device that converts it
23 back from the IP, the middle IP backbone network to being a TDM
24 type connection.

25 I apologize, but the slide has an improper statement

1 where it says "IP connections." It's really not voice over IP.
2 It is data packets containing voice and it is simply a local
3 loop to public safety. At the PSAP that information is
4 converted back to an actual full TDM signal, not packets but
5 signals, that then are utilized by public safety to retrieve
6 information as well as to communicate with the 911 caller.

7 Again, the key issue that I wanted to make and the
8 key information that I'd like to comment on is that if you look
9 at the wireline off to the left where it says a wireline phone,
10 it's just an example of a wireline phone terminating or
11 cross-connected to an originating central office. That, of
12 course, in this particular hearing would imply that it would be
13 an Embarq central office.

14 From the Embarq central office it is connected, as
15 part of that PSTN access it is connected to a point of
16 interconnection on the gateway at Intrado's network. It is
17 important to note that without that type of connection and
18 without that capability of these connections there is no way
19 that a competitor can offer 911. There is no way that a
20 competitor can offer these types of solutions. I would also
21 like to highlight that, as shown, wireless providers coming
22 into an MSC, that's a mobile switching center --

23 CHAIRMAN CARTER: Excuse me, Mr. Hicks. How close
24 were you to wrapping up? You're already at --

25 THE WITNESS: I'm almost done. Very quickly. I'll

1 just -- excuse me. I will wrap up by simply saying that within
2 the State of Florida we're looking at two gateways minimum
3 within the state for points of interconnection. And I'd like
4 to reinforce that the incumbents are the gatekeepers for the
5 PSTN access and that we clearly view this telephone exchange
6 service as being a competitive offering. Thank you.

7 CHAIRMAN CARTER: Thank you.

8 Ms. Masterton, in all fairness, you have 12 minutes.

9 MS. MASTERTON: Okay. Can I ask a question?

10 CHAIRMAN CARTER: If you choose to use them.

11 MS. MASTERTON: Mr. Chairman, may I ask a question
12 that I probably should have asked earlier? These
13 presentations, are they going to be admitted into the record as
14 exhibits or what is their status?

15 MS. TAN: Staff has no preference on the matter.

16 CHAIRMAN CARTER: Well, I think -- I'm thinking
17 aloud. I think it's primarily just background information. I
18 don't, I don't know if they've gone through any kind of
19 authentication or any kind of cross-examination that would
20 warrant them being put on the level of evidence. I'm thinking
21 aloud here.

22 MS. MASTERTON: Well, I guess I was thinking that
23 since the comments were being made to them, you know, for the
24 record to really make sense, they probably need to be included.

25 CHAIRMAN CARTER: They can be included and we can

1 give them whatever weight that's warranted.

2 MS. MASTERTON: Okay. Thank you.

3 CHAIRMAN CARTER: Staff?

4 MS. BRUBAKER: Chairman, one suggestion is since the
5 verbal comments are included as part of the transcript, the
6 comments essentially are in the record. It's my understanding
7 that the information that appears in the physical slides are
8 actually information that are already in the record in one form
9 or another, so essentially it appears it would be duplicative.
10 However, if the parties wish to identify them as exhibits, you
11 could certainly give them the weight they're due. But that
12 would be for the parties to make that motion.

13 CHAIRMAN CARTER: Ms. Masterton, what's your request?

14 MS. MASTERTON: I would request that they be marked
15 as exhibits and entered into the record and given -- because I
16 think with the conversation pointing to the slides and
17 saying -- it won't make necessarily sense without having those
18 slides also part of the record.

19 MS. KISER: We have no problem with that. All of
20 Mr. Hicks' slides are already in the record as exhibits to his
21 testimony, so they'll now be in there twice.

22 CHAIRMAN CARTER: Okay. Let's hold up for a second.
23 Let's go to our list. Our last number, staff? That's kind of
24 a different --

25 MS. TAN: The next number would be 48.

1 CHAIRMAN CARTER: I don't have any numbers here, so I
2 guess this will be -- we'll just start a new numbering system,
3 Commissioners, skip a blank on Page 4.

4 MS. TAN: Chairman, we could call it Number 10. I
5 apologize.

6 CHAIRMAN CARTER: I beg your pardon?

7 MS. TAN: We could call it Exhibit Number 10.

8 CHAIRMAN CARTER: Exhibit Number 10? Okay. This
9 will be Exhibit Number 10, and this would be James Hicks --
10 Thomas Hicks.

11 (Exhibit 10 marked for identification.)

12 MS. TAN: And if Intrado could provide a description
13 of the exhibit, that would be recommended.

14 CHAIRMAN CARTER: We'll just call it Mr. Hicks'
15 opening presentation. That makes sense to me. Is that all
16 right with the parties?

17 MS. KISER: That's fine. Do you want that now?

18 CHAIRMAN CARTER: Okay. That will be the opening
19 presentation.

20 Any problem, Ms. Masterton?

21 MS. MASTERTON: That's fine with Embarq. Thank you,
22 Mr. Chairman.

23 CHAIRMAN CARTER: Okay. Let's proceed. You're
24 recognized.

25 MS. MASTERTON: Mr. Maples, would you please

1 introduce yourself and go ahead with your opening presentation?

2 MR. MAPLES: Yes. Thank you.

3 My name is James M. Maples. I'm Manager of
4 Regulatory Policy for Embarq Corporation.

5 This morning we'd like to go through the primary
6 issues in this case. The primary issue in dispute is whether
7 Section 251(c) of the Telecommunications Act applies when
8 Intrado is the 911 service provider to the Public Safety
9 Answering Point. There are two subissues of that.

10 First is what is the classification of the service
11 that Intrado provides, and, second, should the interconnection
12 arrangements be governed via Section 251(c) or Section 251(a)
13 of the Telecommunications Act? The remaining issues in the
14 case will be settled with the resolutions of these two primary
15 issues.

16 What services does Intrado provide or intend to
17 provide in Florida? Intrado intends to provide 911 service to
18 PSAPs. According to their testimony, it does not currently
19 provide this service in the state and that PSAPs will be
20 Intrado's only end users.

21 What are the typical components of the 911 service
22 that is sold to PSAPs? Mr. Hicks has already gone through
23 that. There is a selective routing function which determines
24 which PSAPs to route the 911 calls to. There's database
25 management which involves the Automatic Location Identification

1 or ALI database which contains the 911 caller's location.
2 There's the Master Street Address Guide or MSAG database which
3 maps addresses with the PSAPs' locations. There's database
4 access which is what happens when the PSAP queries the ALI
5 database to determine the 911 caller's location. There are the
6 trunk facilities that connect the PSAP to the selective router
7 and the PSAP to the databases, and then there is the terminal
8 equipment that the PSAP uses to handle the calls. Slide 5 or
9 on Page 5 is a basic diagram of what I just described, and I
10 won't go through it in detail but have included it for your
11 reference.

12 There are some unique characteristics to 911 service
13 that we believe are relevant in this case. First, federal law,
14 and it's not within Section 251(c), requires voice providers to
15 provide their end users access to the service. Second, the
16 access to the PSAP is -- there are no choices to which provider
17 they use to access the PSAP. Third, a 911 call is essentially
18 jurisdictionally agnostic. It is neither local or toll; it is
19 a 911 call. 911 calls have never been subjected to
20 intercarrier compensation; in other words, carriers don't
21 charge or pay each other access or reciprocal compensation.
22 And end users fund the 911 surcharge, 911 services through the
23 surcharge that is applied here in Florida.

24 Perhaps relevant to this case is what has the FCC
25 decided with respect to 911 service? First, as I stated

1 earlier, all companies connected to the PSTN must provide
2 911 access to their end users. Next, 911 services involves
3 both telecommunication services and information services.
4 Next, 911 service is not wholly an intrastate service and the
5 FCC has maintained that it does have some jurisdiction. The
6 wireline E911 network, which is what we're discussing today, is
7 a dedicated network that is not part of the Public Switched
8 Telephone Network, and the point of demarcation between the
9 PSTN and the wireline E911 network is the selective router.

10 Also perhaps it's important what has the FCC not
11 decided? The FCC has not determined what the classification of
12 IP-enabled 911 services are, whether it is a telecommunications
13 service or an information service. An IP-enabled service is
14 any service that relies on the Internet protocol family.

15 Page 9 is a slide which depicts Intrado's network,
16 which is, it was taken from Mr. Hicks' testimony, and, again,
17 it's provided for your reference. I would like to go over some
18 of the distinctive characteristics of their network. It does
19 use Internet protocol. It is an IP-enabled service. It is
20 more than just transport. As he stated, 911 calls from
21 traditional networks that are not IP-based must undergo a
22 protocol conversion to IP. Next, 911 calls from Internet or
23 other IP-based networks are connected directly to their network
24 without protocol conversion. Voice and information services
25 are combined on the same platform, and the platform is capable

1 of handling the next-generation multimedia 911 calls such as
2 the text or video.

3 So must 911 services be declared telephone exchange
4 to enable competition? No. Embarq has agreed to include
5 commercial Section 251(a) terms and Section 251(c) terms in a
6 single agreement provided they are in separate and clearly
7 delineated sections. Examples of that include interselective
8 routing, points of interconnection on Intrado's network, direct
9 end office trunking where appropriate, and no charge for
10 selective routing in split wire centers.

11 The interconnection agreement or the interselective
12 routing interconnection arrangement for interselective routing
13 is a Section 251(a) commercial arrangement. It's a transfer of
14 calls between PSAPs, involves the connection between two
15 wireline networks, E911 networks. It's a co-carrier of peering
16 arrangements. It's likely between two counties that are likely
17 to be toll points. Embarq engages in this today through
18 commercial agreements and we've offered to interconnect with
19 Intrado in the same manner.

20 The interconnection arrangement between Embarq and
21 Intrado when Intrado serves a PSAP is also a 251(a) commercial
22 arrangement. In that arrangement Intrado controls access to
23 the PSAP, it maintains the ALI and MSAG database access. We
24 must request access per federal statutes. We are the
25 requesting carrier, not Intrado. Embarq is no different than

1 any other carrier that must seek access and there's no reason
2 to treat Embarq differently. And the 251(c) requirements are
3 not necessary for Intrado's market entry and 251(c) does not
4 apply to Intrado but Section 251(a) does.

5 Next, Intrado cannot demand that Embarq establish
6 dual points of interconnection on Intrado's network when
7 Intrado serves a PSAP under Section 251(c). The FCC's rules
8 and regulations simply state that the POI must be on the
9 incumbent's network and that POI is logically within the
10 incumbent's serving territory and located at a physical point
11 where the incumbent's networks exist. This is consistent with
12 prior findings by this Commission in the reciprocal
13 compensation hearings.

14 Next, Intrado cannot dictate to Embarq how Embarq
15 switches E911 calls in a split wire center scenario. A split
16 wire center scenario is when we have a central office switch
17 that is served by more than one PSAP. Embarq wants to use its
18 selective routers. Intrado is demanding that we implement
19 class marking or line level translations.

20 Class marking is not recommended by the National
21 Emergency Numbering Association. The implementation of class
22 marking is essentially duplicating the selective routing
23 function in an end office switch, it imposes unnecessary
24 burdens and costs on Embarq, Section 251(c) does not obligate
25 Embarq to absorb the cost of an unreasonably expensive form of

1 interconnection, and the transition of the existing lines is
2 manually intensive, expensive and risks major disruptions of
3 the 911 service.

4 The next three slides are a visual depiction of what
5 I just described. The first slide shows where we are using our
6 selective router in a split wire center scenario to deliver
7 calls from end users to separate PSAPs. On Page 18 is our
8 solution when Intrado becomes the service provider to one of
9 the PSAPs, we would simply route the calls to Intrado from our
10 selective router rather, rather than to the PSAP. And finally
11 on Page 19 is a visual depiction of Intrado's solution, which
12 essentially shows a totally separate transmission path
13 transferring the switching functionality into our switch, which
14 would involve major new changes to our systems and processes.

15 Next, the term "end user" is in dispute in this
16 proceeding. An end user is the ultimate consumer of a retail
17 service. Carriers buying wholesale services are not end users.
18 Intrado's proposed definition is overly broad and will enable
19 it to improperly sell services to carriers. Intrado's
20 testimony is that the only end users they will have are PSAPs,
21 and Embarq's definition includes PSAPs but does exclude
22 carriers.

23 Also in this case we're debating the use of the term
24 "designated and primary carrier" in referencing the 911 service
25 provider. The crux of this issue is that Intrado is attempting

1 to prohibit Embarq from applying its lawfully filed Florida
2 tariffs and billing PSAPs for the records it provides to
3 Intrado when Intrado is the ALI database provider. We maintain
4 separate databases and systems dedicated to this. Intrado does
5 not create this information, which is essential for ALI. It is
6 simply seeking to access the information for free or -- and by
7 neither offering to pay for it or agreeing that the PSAP should
8 pay for it. Their position is not carrier or technology
9 neutral. The Florida Statutes allow for wireless carriers to
10 recover these costs directly from the fund. And their position
11 also ignores the source of the money which is from Embarq's end
12 users. It would be inappropriate for Embarq's end users to pay
13 for it twice.

14 And finally in conclusion, Embarq's positions are
15 consistent with regulations and offer a reasoned approach to
16 the issues. We, our positions do not inhibit Intrado's market
17 entry and we are ready and willing to connect with them for the
18 provision of 911 service in the State of Florida. Thank you.

19 CHAIRMAN CARTER: Thank you. Mr. Maples'
20 presentation will be Exhibit Number 11. No objection from
21 either of the parties, so at this time we'll -- Exhibit 10,
22 Mr. Hicks', and Exhibit 11 will be entered into evidence.

23 MS. MASTERTON: Mr. Chairman, you said Exhibit 10 and
24 11 or is that --

25 CHAIRMAN CARTER: Yes, I did.

1 MS. MASTERTON: Okay.

2 CHAIRMAN CARTER: Both of them. Exhibit 10 will be
3 Mr. Hicks'.

4 MS. MASTERTON: Okay. Thank you.

5 CHAIRMAN CARTER: His opening presentation. And
6 Exhibit 11 will be Mr. Maples' opening presentation.

7 MS. MASTERTON: Thank you.

8 (Exhibit 11 marked for identification.)

9 (Exhibits 10 and 11 admitted into the record.)

10 CHAIRMAN CARTER: Staff?

11 MS. TAN: Before we start the witnesses, Chairman, we
12 have a stipulated witness.

13 CHAIRMAN CARTER: Okay.

14 MS. TAN: The parties have agreed to stipulate
15 Witness Ted Hart's testimony into the record.

16 MS. MASTERTON: Are we going to do that now or are we
17 going to do that when Mr. Hart comes up? I'm sorry.

18 MS. TAN: I think we can go ahead and do that now
19 before the start of the cross-examinations.

20 CHAIRMAN CARTER: Okay. We can do that now then.

21 MS. MASTERTON: Thank you, Mr. Chairman. Should I go
22 ahead?

23 CHAIRMAN CARTER: Sure.

24 MS. MASTERTON: Okay. I was a little confused. I
25 was expecting this to happen later in the process. So at this

1 time --

2 CHAIRMAN CARTER: Would it help you to do it later?

3 I mean --

4 MS. MASTERTON: Excuse me?

5 CHAIRMAN CARTER: Would it help you to do it later?

6 MS. MASTERTON: I think I can do it now.

7 CHAIRMAN CARTER: Okay.

8 MS. MASTERTON: It's at the pleasure of the

9 Commission.

10 At this time Embarq would like to move the direct
11 testimony of Mr. Hart that was submitted initially on
12 April 21st, but there was a correction to it made and revised
13 testimony was submitted yesterday on July 8th. So we'd like to
14 move that testimony into the record as though read at this
15 time.

16 CHAIRMAN CARTER: Any objection from the --

17 MS. KISER: No objection.

18 CHAIRMAN CARTER: Staff?

19 MS. TAN: No objection.

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

22 MS. MASTERTON: Excuse me. Yes. That was the
23 direct, and I was going to do the rebuttal separately. He also
24 filed rebuttal testimony on May 28th, and I would like to move
25 that testimony into the record. There's no changes to that

1 testimony.

2 CHAIRMAN CARTER: Staff, should we do rebuttal now?

3 MS. TAN: Yes. We'll go ahead and take them both,
4 direct and rebuttal.

5 CHAIRMAN CARTER: All right. Any objections?

6 MS. KISER: No objections.

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

9 MS. MASTERTON: And I don't believe Mr. Hart had any
10 exhibits, so there's no --

11 MS. TAN: That is correct.

12 MS. MASTERTON: Thank you.

13 MS. TAN: That is correct.

14 CHAIRMAN CARTER: Okay.

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1 **BEFORE THE PUBLIC SERVICE COMMISSION**

2 **DOCKET NO. 070699-TP**

3 **DIRECT TESTIMONY OF**

4 **EDWARD "TED" C. HART**

5 **I. Introduction**

6
7 **Q. Please state your name, place of employment and business address.**

8 A. My name is Edward "Ted" C. Hart. I am employed by Embarq Management Company,
9 which provides management services to Embarq Florida, Inc. ("Embarq"). I am
10 employed in the Wholesale Markets Division, as a Business Strategy Manager. My
11 business address is 9300 Metcalf Avenue, Overland Park, Kansas 66212.

12
13 **Q. Generally describe your present responsibilities?**

14 A. I work with various interests in the Wholesale Markets division of Embarq providing
15 input and expertise for intercarrier contract offerings, wholesale business sales and
16 interconnection agreement issues, as well as researching and pursuing increased revenue
17 and expense savings opportunities. I also work with our network subject matter experts
18 analyzing network traffic flows and specific interconnection traffic issues.

19
20 **Q. What is your work experience?**

21 A. I practiced with a public accounting firm for seven and a half years after college
22 specializing in audit and accounting issues for closely-held companies. Subsequent to
23 that, I held senior financial positions with a medium-sized general contractor and with
24 Mobile Radio Communications, Inc., a regional Commercial Mobile Radio Services

1 ("CMRS") paging telecommunications provider. In my position with Mobile Radio, I
2 spent a good deal of time with the broad scope of issues that were created by the
3 Telecommunications Act of 1996 ("Telecom Act"). Those issues included intercarrier
4 compensation issues, such as reciprocal compensation, proportionate use of facilities, and
5 rights and obligations created by the Telecom Act. I managed several million dollars in
6 annual purchasing of carrier services. I developed and instituted programs that
7 significantly lowered costs related to interconnected networks, connectivity and
8 wholesale services which also led to large increases in company profitability. I initiated
9 and led negotiations with local and long-distance carriers for interconnection agreements
10 and participated in FCC auctions of wireless spectrum, among a host of other financial
11 duties.

12
13 I joined Sprint Wholesale Markets in November 2000 as a Senior Manager charged with
14 negotiation of interconnection agreements with wireless carriers. Since that time I have
15 negotiated interconnection agreements with Competitive Local Exchange Carriers
16 ("CLECs") and have managed intercarrier compensation disputes between Sprint's Local
17 Telephone Division (now dba Embarq) and its CLEC and Wireless vendors and
18 customers. In connection with those disputes I have also become familiar with the
19 special considerations that affect bankrupt telecommunications carriers and have
20 managed the execution of numerous settlement agreements between Embarq affiliates
21 and their wholesale interconnected customers.

22
23 **Q. What is your educational background?**

24 A. I graduated from the University of Missouri at Kansas City in 1986 with a Bachelor of
25 Science in Accounting and passed the C. P. A. exam in 1989. To retain the C.P.A.

1 license, I am required to complete approximately 40 hours of continuing education each
2 year. During the course of the past 20 years I have accumulated an estimated 1,100 hours
3 of continuing education on a diverse mix of professional topics, including auditing,
4 taxation, consulting, marketing, business law, telecommunications matters, financial
5 valuation, quality management and ethics courses. In addition, I have taught courses
6 providing training for and building proficiency with specific software applications and
7 other computer-related technology.

8
9 **Q. Have you submitted testimony before an administrative agency?**

10 A. Yes. I have testified in arbitrations and participated in mediations before Public Utility
11 Commissions in Florida, Texas, Ohio and North Carolina. I have also provided expert
12 witness testimony in front of the Missouri Tax Commission.

13
14 **II. Purpose of Direct Testimony**

15
16 **Q. What is the purpose of your Direct Testimony?**

17 A. My Direct Testimony will provide support for Embarq's positions on two issues that are a
18 matter of arbitration between Intrado and Embarq. The first issue my testimony
19 addresses, Issue No. 10 on the preliminary issues list, generally consists of language
20 clarifying the intent of the insurance requirements under the interconnection agreement
21 that Intrado seeks to excise. Deleting the language has the effect of improperly limiting
22 Intrado's liability for any negligent or willful acts or omissions that cause harm to
23 Embarq. The second issue my testimony addresses, Issue No. 14 on the preliminary
24 issues list, involves language Intrado seeks to insert into the interconnection agreement
25 pertaining to the terms under which audits may be or must be performed, when audit

1 rights are invoked under the interconnection agreement. Specifically, the issue is who
2 can or must perform an audit.

3
4 **Issue 10: What limitation of liability and/or indemnification language should be**
5 **included in the ICA?**

6
7 **Q. Please explain the differences in positions regarding the parties' proposed language**
8 **on limitation in liability.**

9 A. Intrado seeks to limit the amount of its potential liability for its own negligent acts or
10 omissions to the extent of the liability insurance that Intrado is required to carry under the
11 terms of the interconnection agreement. Although the parties have every right to have
12 their liabilities underwritten by normal or even extraordinary insurance policies, and the
13 interconnection agreement requires Intrado to maintain certain levels of insurance, the
14 parties to the contract still remain liable for their own actions or negligence. The central
15 question is one of culpability. Embarq's language ensures that the liability remains with
16 the Party that causes the loss, notwithstanding the amount of insurance coverage carried
17 by the Parties for underwriting such potential loss.

18
19 **Q. How would Intrado's shift liability from Intrado to Embarq?**

20 A. The language in section 12.7 that Intrado has deleted states "Nothing contained in this
21 section shall limit Intrado Comm's liability to Embarq to the limits of insurance certified
22 or carried." This provision merely makes explicit within the context of the agreement
23 what is a standard business principle. That principle is that the party that causes the loss
24 remains responsible for the loss. The effect of Intrado's deletion of the language would
25 negate Intrado's liability above the limits to which Intrado is insured. The unreasonable

1 outcome of this deletion can be foreseen with a few presumed facts. Let's presume for
2 purposes of argument that Intrado causes an event that produces a \$1.5 million loss for
3 Embarq and Intrado carries the insurance required by the interconnection agreement with
4 liability limitations stated at \$1.0 million. That produces a half million dollar loss arising
5 from Intrado's negligent acts or omissions that Embarq would be asked to absorb.

6
7 **Q. What is wrong with Intrado's position?**

8 A. Culpability needs to remain with the Party causing harm. That is the standard business
9 principle noted above and it would be a very questionable legal outcome for the
10 Commission to approve language that precludes a party from recovering its actual losses
11 resulting from the negligent or willful acts or omissions of another party, in the absence
12 of a voluntary waiver, which Embarq is not prepared to give.

13
14 **Q. What causes the differences in views?**

15 A. I think Intrado is combining two or more risk management functions into one concept.
16 The first assessment involves the measurement of the business risks you have. The
17 second assessment involves how those risks are underwritten by, or offloaded onto, an
18 insurance carrier. Assessing or otherwise managing the risks involved in your business
19 and procuring insurance coverage for the risks are two separate functions. In the absence
20 of the insurance, the risks and responsibilities still exist and must still be managed.

21 **Q. Why is Embarq's position superior to Intrado's?**

22 A. We are not talking about a "no-harm, no-foul" situation here. In this case the need for
23 insurance to indemnify the other Party is real, but we must keep in mind that irrespective
24 of the level insurance put into place, any losses that would be subject to indemnity would
25 only be those which arise from Intrado's negligent or willful acts or omissions.

1

2 **Q. How is this issue addressed in Embarq's interconnection agreement with other**
3 **carriers.**

4 A. Embarq has negotiated hundreds of interconnection agreements with carriers seeking
5 interconnection in the past 12 years since the Telecom Act was passed and the standard
6 language as it exists now contains the language that Embarq has proposed; i.e. language
7 that would hold the responsible party culpable for its actions notwithstanding limits of
8 insurance coverage. I'm not aware of a prior situation where a carrier has attempted a
9 limitation of liability change of this type.

10

11 **Q. How should the Commission resolve this issue?**

12

13 A. The Commission should approve the language proposed by Embarq to ensure that
14 Embarq is adequately protected against losses caused by Intrado's negligent or willful
15 acts and omissions, regardless of the limits of Intrado's liability insurance.

16

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

18

19 **Q. Please briefly restate what audit language Intrado is seeking in the interconnection**
20 **agreement.**

21 A. The language proposed by Intrado's states that audits of the companies' bills or services
22 must be performed by independent third parties.

23

24 **Q. Why does Embarq object to this language?**

1 A. First, it's unworkable. It essentially mandates that EVERY audit would be performed by
2 an outside independent party, without any regard for a cost benefit analysis or the reasons
3 why one Party might need to audit the other Party's bills.
4

5 **Q. Please describe the typical situations in which one Party might initiate an audit of**
6 **the other Party under the interconnection agreement.**

7 A. Often, an "audit" might simply consist of nothing more extensive than one Party
8 requesting that the other Party provide certain types of information or documentation to
9 substantiate or corroborate charges on a billing statement or network configurations and,
10 if any disagreement arose between the Parties about the accuracy or adequacy or right to
11 receive such information, then the Dispute Resolution provisions of the ICA could be
12 invoked.
13

14 **Q. Why does Embarq believe it would be inappropriate to use a third party for these**
15 **types of audits?**

16 A. A standard business principle is that one does not spend twenty thousand dollars to chase
17 a five thousand dollar problem. Audits have many costs, including direct dollar outlays,
18 as well as indirect costs, such as time, travel, accommodations and assignment of other
19 resources. I recently inquired about the billing rates at a local CPA firm for performing
20 audits of the type contemplated in the interconnection agreement. The managing partner
21 told me that beginning hourly rates for personnel assigned to the audit would likely be in
22 the range of \$100 – \$150 per hour and increasing for reviewing and supervisory
23 personnel. Moreover the likely fee he would envision would produce minimum
24 aggregate fees starting at \$20,000 to \$30,000 perhaps increasing from there depending on
25 the complexity.

1 **Q. Is increased cost Embarq's only concern with requiring an outside auditor?**

2 A. No, if the increased cost were likely to produce better quality or more timely results, then
3 even some nominal increase in cost might be justified. However, cost is not the only
4 issue that arises with the use of a third party auditor. Other concerns include the potential
5 that the parties to the contract may have difficulty agreeing to the terms under which an
6 auditing firm must be engaged. In addition, depending on the issue giving rise to the
7 audit, the parties may not be able to find mutually agreed upon firms that have the
8 requisite technical or telecommunications background or expertise to perform such
9 audits.

10

11 **Q. Would a third party necessarily be more effective at performing the audits**
12 **contemplated by the interconnection agreement?**

13 A. No. Often, if not always, the engagement of third parties involves bringing the "experts"
14 up to speed on the matters of dispute. This consumes valuable time that could otherwise
15 be spent studying or settling the matter. The representatives of Embarq and, likely,
16 Intrado, know their respective businesses better than an outside firm. It's simply a fact
17 that the parties know their own billing systems, how to extract the data, and how best to
18 present or share the relevant information better than outside individuals that would have
19 to be trained for the task at hand. Having to explain to auditors the critical issues, train
20 them what to look for, where to find the data, what constitutes an exception, etc., and
21 then to be billed \$150 per hour by these newly minted "experts" for the training, is a slap
22 in the face of reasonableness. In such cases, the engagement of outside parties would
23 cause inefficient use of time and money and leave the parties no closer to resolution of
24 the underlying dispute. Again, the parties would be devoting inordinate resources in an
25 attempt to quantify a problem that may not be all that large to begin with. The parties

1 ought to be free to make those initial assessments with internal resources. If the parties
2 then determine that outside resources are needed to augment internal resources, these
3 resources can be engaged at that time.

4
5 **Q. What do you think Intrado is attempting to accomplish with its proposed language?**

6 A. I think there are two possibilities. One possibility is that Intrado just does not want any
7 audits to occur. If someone can put enough obstacles in the way of a process, then that
8 process is unlikely ever to be utilized, cost considerations notwithstanding. The second
9 possibility may be that Intrado is attempting to safeguard its company's trade secrets and
10 proprietary information. I can respect that goal; however, the information subject to audit
11 would be information that would form the basis for an invoice. That's hardly secret
12 information. Embarq personnel would have to have some understanding of this type of
13 information sufficient to authorize payment of Intrado's bills to Embarq. Most if not all
14 audits or customer bills happen without a site visit to the company rendering the bills.
15 Data is traded back and forth via CD or e-mail and there is no further risk of the release
16 of proprietary or sensitive information than would be contained in any other common
17 business functions. In addition, undisputed terms of the interconnection agreement
18 provide for maintaining the confidentiality of information exchanged between the parties
19 under the agreement.

20
21 **Q. What is Intrado failing to consider in its proposal?**

22 A. Practical reality. Not every auditable event or potential billing situation subject to audit
23 requires the involvement of third parties. Regardless of one's employer, there are
24 objective facts that almost always form the basis for resolving billing disputes, and those
25 facts can be determined by competent, trained professionals who work for the Parties.

1 **Q. What language has Embarq proposed regarding audits?**

2 A. Embarq's language in section 8.1 as proposed simply states the following: "...either
3 Party, at its own expense, may audit the other Party's books, records and other documents
4 directly related to billing and invoicing..." This language appears in hundreds of
5 interconnection agreements that Embarq has entered into with other CLECs, and has
6 worked very well for all parties involved. On occasion, some Parties propose that audit
7 costs be reimbursed by the audited Party if a billing discrepancy is identified that
8 involves charges that are overstated by more than 5% from the amount billed, but the
9 performance of the audit itself is not something that other CLECs have taken issue with.
10 The language that we propose and have in place in hundreds of agreements on file with
11 the Florida Commission is not something novel, hotly contested, or that typically ever has
12 been or becomes an issue in these numerous agreements.

13

14 **Q. How should the Commission resolve Issue 14?**

15 A. For all of the reasons articulated above, Intrado's proposal is unworkable and will lead to
16 increased costs or decreased ability to effectively audit services and bills, should that
17 need arise. Embarq asks the commission to accept Embarq's contract language without
18 the added complexity of requiring the parties to hire outside firms.

19

20 **Q. Does this conclude your Direct Testimony?**

21 A. Yes it does.

22

23

24

25

1 REBUTTAL TESTIMONY OF

2 EDWARD "TED" C. HART

3 **I. Introduction**4 *Q. Please state your name, place of employment and business address.*

5 A. My name is Edward "Ted" C. Hart. I am employed by Embarq Management
6 Company, which provides management services to Embarq Florida, Inc.
7 ("Embarq"). I am employed in the Wholesale Markets Division, as a Business
8 Strategy Manager. My business address is 9300 Metcalf Avenue, Overland Park,
9 Kansas 66212.

10
11 *Q. Are you the same Edward Hart who provided direct testimony on behalf of*
12 *Embarq in this docket*

13 A. Yes, I am.

14
15 **II. Purpose of Rebuttal Testimony**

16
17 *Q. What is the purpose of your Rebuttal Testimony?*

18 A. My Rebuttal Testimony will provide additional facts supporting Embarq's
19 positions regarding two issues that are a matter of arbitration between Intrado and
20 Embarq and particularly in light of the testimony of Intrado's Ms. Cynthia Clugy.

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

3

4 *Q. Have the parties reached agreement on language settling issue 10?*

5 A. Yes. It is my understanding that issue 10 has been resolved.

6

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

8

9

10 *Q. Does Intrado's position on audit rights and responsibilities become more clear*
11 *in light of its testimony on the matter?*

12 A. No, it becomes substantially less clear with the introduction of a few concepts that
13 just are not the subject of the interconnection agreement nor are they issues that
14 might be resolved by audits whether performed by inside or independent parties.
15 The first concept regards sharing of costs that Ms. Clugy introduces at page 6 line
16 4, "subject to some reimbursement if the audit reveals discrepancies." This is a
17 concept that is not addressed within the proposed text of the interconnection
18 agreement. Simply stated, if there is disagreement sufficient to require an audit,
19 there exists a very high likelihood that such disagreement would extend to how to
20 share cost responsibilities of the audit.

21 *Q. Would it be costly to conduct a third party audit in every situation in which an*
22 *audit may be required?*

23 A. Yes. In my Direct Testimony on page 7, lines 21 through 24, I discuss the
24 potential costs of conducting an audit that is typical of the types of audits that

1 might be performed in connection with an interconnection agreement. The
2 estimate provided to me by a Kansas City CPA firm was a minimum of \$20,000
3 to \$30,000. The \$20,000 to \$30,000 estimate is based on beginning hourly rates
4 for personnel assigned to the audit in the range of \$100 -- \$150 per hour and that
5 hourly rate would increase for reviewing and supervisory personnel. I made a
6 mathematical error in working backwards to estimate the minimum number of
7 hours of work that would be involved, which I intend to correct when my
8 testimony is introduced into the record at the hearing.

9 ***Q. You said there were two ambiguous concepts introduced by Intrado's testimony***
10 ***on this issue. What is the second?***

11 The second concept is that of the potential abuse of audit power at lines 6 and 7
12 on page 6. Any power implied or conferred in a contract can be abused and such
13 power can be abused by either party. Embarq agrees that the parties do not hold
14 equal positions and seldom in the business world do two parties contracting with
15 each other hold roughly equal market positions. That the companies are different
16 entities with different experience levels, different histories and different market
17 plans does not presume that one wields an inordinately unequal competitive
18 position that can be abused. Intrado is a provider of 911/E911 services and
19 Embarq predominately a local exchange carrier within the context of an integrated
20 communications provider. Each would be presumed to possess its own set of
21 competitive strengths within its own segments of the telecom business. The
22 objective of an audit is in determining some ultimate level of accuracy with
23 respect to a financial or non-financial set of measurements. There is not a

1 standard in an audit that would seek to level a competitive playing field. Audits
2 are only used in limited circumstances and are limited in frequency by the
3 interconnection agreement language as drafted. Finally, there is a presumption
4 that both parties will act in good faith in the execution of their contracts.
5 Attempting to abuse any provision in the agreement to inconsistent ends might be
6 considered a breach of good faith.

7

8 *Q. Does this conclude your Rebuttal Testimony?*

9 A. Yes it does.

10

11

12

1 MS. TAN: In addition, we also have an adoption of
2 witness testimony. Intrado will request that Mr. Thomas Hicks
3 will be allowed to adopt the testimony of Witness Carey
4 Spence-Lenns. Due to an unexpected personal matter, Witness
5 Spence-Lenns is unable to attend this hearing. It is my
6 understanding that there are no objections. Therefore, at this
7 time Ms. Cynthia Clugy would be the first witness up for
8 Intrado.

9 CHAIRMAN CARTER: Is there any objection on the
10 adoption of the testimony from Embarq?

11 MS. MASTERTON: No objection. Sorry.

12 CHAIRMAN CARTER: Okay. All right. Show it done.

13 Our next witness -- first witness will be Ms. --

14 MS. KISER: Clugy.

15 CHAIRMAN CARTER: Okay. Cynthia Clugy. Thank you.
16 You are recognized.

17 CYNTHIA CLUGY

18 was called as a witness on behalf of Intrado Communications,
19 Inc., and, having been duly sworn, testified as follows:

20 DIRECT EXAMINATION

21 BY MS. KISER:

22 Q Good morning, Ms. Clugy. Could you please state your
23 name and business address for the record?

24 A My name is Cynthia Clugy, and my business address is
25 1601 Dry Creek Drive, Longmont, Colorado.

1 Q Thank you. And are you the same Cynthia Clugy who
2 caused to be prepared and filed direct testimony consisting of
3 six pages and rebuttal testimony consisting of 11 pages?

4 A Yes, I am.

5 Q And do you have any changes or corrections to your
6 prefiled testimony at this time?

7 A Yes, I do.

8 Q Please state those for the record.

9 A I have changes and corrections to my prefiled
10 testimony rebuttal. Page 2, Line 6, Issue 7 should be added to
11 the list of issues addressed in my rebuttal testimony.

12 Also, Page 2, Lines 19 through 22, should read, "I'm
13 not a lawyer. It is my understanding that Section 51.305 of
14 the FCC rules and decisions of this Commission give competitors
15 like Intrado Comm the right to determine whether one-way or
16 two-way trunking should be used subject to technical
17 feasibility."

18 And lastly, on Page 7, Line 4, I would like to insert
19 the word "Ohio" before the word "Commission".

20 MS. MASTERTON: Madam Chairman, I have -- do you all
21 have that last, that second change in writing? I have not seen
22 that and I didn't catch it all when you were reading it out,
23 so.

24 MS. KISER: I do.

25 MS. MASTERTON: I would appreciate a copy. Thank

1 you.

2 COMMISSIONER EDGAR: Okay. Yes, please. Go ahead.

3 Ms. Masterton, do you want to take a moment and look
4 at that?

5 MS. MASTERTON: Yes. Thank you.

6 (Pause.)

7 Embarq has no objection.

8 COMMISSIONER EDGAR: Okay.

9 MS. KISER: Thank you.

10 BY MS. KISER:

11 Q If I asked you those same questions today, would your
12 answers be the same?

13 A Yes.

14 MS. KISER: Mr. Chairman, I would ask that the
15 prefiled direct and rebuttal testimony of Ms. Clugy be inserted
16 in the record as though read here today.

17 COMMISSIONER EDGAR: The prefiled testimony will be
18 entered into the record as though read.

19 BY MS. KISER:

20 Q Ms. Clugy, do you -- did you cause to have prepared
21 and filed rebuttal testimony exhibits identified as
22 CC-1 through CC-2?

23 A Yes, I did.

24 Q Do you have any changes or corrections to those
25 exhibits as filed?

1 A No, I do not.

2 MS. KISER: Mr. Chairman, can we have the direct and
3 rebuttal testimony exhibits of Ms. Clugy be identified for the
4 record, please?

5 CHAIRMAN CARTER: Identified for the record. Show it
6 done. Let's see. We're on -- those would be Exhibits Number
7 --

8 MS. TAN: 12 and 13.

9 MS. KISER: Yes. 12 and 13.

10 CHAIRMAN CARTER: Okay.

11 MS. KISER: CC-12 and 13.

12 CHAIRMAN CARTER: Okay. Identified for the record.
13 (Exhibits 12 and 13 marked for identification.)

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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.

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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.

REBUTTAL TESTIMONY OF CYNTHIA CLUGY

May 28, 2008

SECTION I - INTRODUCTION

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 a 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 and revision of incumbent template agreements necessary to meet Intrado Comm’s interconnection needs to provide

1 competitive 911 services to Public Safety Answering Point (“PSAP”)
 2 customers. I also have participated in the negotiations with Embarq regarding
 3 the interconnection agreement at issue in this proceeding.

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

5 **A:** The purpose of my rebuttal testimony is to address Issue 2(a) and (b), Issue 5,
 6 Issue 6(b), Issue 11, and Issue 14, **and Issue 7.**

7 **UNRESOLVED ISSUES:**

8 *Issue 2(a): What trunking and traffic routing arrangements should be used for*
 9 *the exchange of traffic when Intrado Comm is the designated 911/E911 Service*
 10 *Provider?*

11 *Issue 2(b): What trunking and traffic routing arrangements should be used for*
 12 *the exchange of traffic when Embarq is the designated the 911/E911 Service*
 13 *Provider?*

14 **Q: IS INTRADO COMM OPPOSED TO THE USE OF ONE-WAY**
 15 **TRUNKING?**

16 **A:** No. Intrado Comm supports the use of one-way trunking when using such
 17 trunking is technically feasible and would result in an efficient, reliable, and
 18 redundant interconnection arrangement between the Parties’ networks. ~~While~~
 19 I am not a lawyer, ~~It~~ **is** my understanding that Section 51.305 of the FCC’s
 20 ~~rules and Rule 4901:1-7-06 of the Commission’s rules~~ **decisions of this** give competitors like
 21 Intrado Comm the right to determine whether one-way or two-way trunking
 22 should be used subject to technical feasibility.

1 **Q: CAN YOU PROVIDE AN EXAMPLE OF WHEN ONE-WAY**
2 **TRUNKING WOULD BE APPROPRIATE?**

3 **A:** One-way trunking should be used for Intrado Comm's interconnection to
4 Embarq's network when Embarq serves as the designated 911/E911 service
5 provider. Similarly, it would be appropriate to use one-way trunking from
6 Embarq end offices when Intrado Comm serves as the designated 911/E911
7 service provider.

8 **Q: CAN YOU PROVIDE AN EXAMPLE OF WHEN ONE-WAY**
9 **TRUNKING WOULD NOT BE APPROPRIATE?**

10 **A:** Intrado Comm supports the use of two-way trunking when the Parties deploy
11 inter-selective router trunking between their selective routers. Inter-selective
12 router trunking is trunking deployed between selective routers that allows 911
13 calls to be transferred between selective routers. Inter-selective router
14 trunking is discussed more fully by my colleague Mr. Thomas W. Hicks.

15 **Q: IS THE CORE ISSUE A TECHNICAL ISSUE REGARDING THE**
16 **TYPE OF TRUNKS TO BE USED FOR INTERCONNECTION OF**
17 **COMPETING 911/E911 SYSTEMS?**

18 **A:** No. Embarq understands that today's 911/E911 system design is predicated
19 on the use of one-way trunks from end offices to E911 selective routing
20 tandems. Where inter-selective routing trunking has been deployed, the
21 technical requirements generally require the use of one-way trunks between
22 selective routers. However, Intrado Comm is not averse to using two-way
23 trunks for inter-selective routing trunks if the Parties' E911 selective routers

1 can accommodate such trunks for inter-selective router trunking. Embarq's
2 concern with the use of Intrado Comm's proposed language regarding one-
3 way trunks in the local exchange interconnection section of the
4 interconnection agreement is based on Embarq's mistaken assumption that
5 interconnection of competing local exchange 911 networks should be under
6 the auspices of commercial agreements and not Section 251 of the Act.

7 *Issue 5: Should the interconnection agreement include the terms and*
8 *conditions under which Embarq orders services from Intrado Comm? If so, what*
9 *are the appropriate terms and conditions?*

10 **Q: PLEASE EXPLAIN INTRADO COMM'S PROPOSED LANGUAGE**
11 **REGARDING THE PROCESS FOR EMBARQ ORDERING**
12 **SERVICES FROM INTRADO COMM.**

13 **A:** While Embarq's proposed language contains detailed provisions setting forth
14 the process for Intrado Comm to order services and facilities from Embarq,
15 the language does not address how Embarq will order services from Intrado
16 Comm. As co-carriers, both Parties will be purchasing services from the other
17 and thus each Party should be aware of the process to order services and
18 facilities from the other Party. Intrado Comm has therefore included language
19 addressing its ordering process in the interconnection agreement.

20 **Q: CAN YOU PROVIDE FURTHER DETAIL ON INTRADO COMM'S**
21 **ORDERING PROCESS?**

22 **A:** Intrado Comm will ultimately be providing web-based access to all
23 telecommunications service providers to order services from Intrado Comm,

1 including access to Intrado Comm's Intelligent Emergency Network®. The
2 process is detailed in Exhibit No. ____ (Clugy, Rebuttal Exhibit CC-1).

3 **Q: IS INTRADO COMM'S ORDERING PROCESS CONSISTENT WITH**
4 **CURRENT INDUSTRY PRACTICES?**

5 **A:** While Intrado Comm does not require interconnecting parties to enter all of
6 the codes and entries typically required when connecting to an ILEC via its
7 standard Access Service Request ("ASR") process, the information required
8 by Intrado Comm includes fields normally contained on an ASR.

9 **Q: HAS EMBARQ REFUSED TO USE INTRADO COMM'S ORDERING**
10 **PROCESSES?**

11 **A:** No, Embarq has not refused to use Intrado Comm's ordering process or
12 indicated any disagreement with Intrado Comm's proposed language. Rather,
13 it appears Embarq is unwilling to accept the language in a Section 251(c)
14 interconnection agreement based on Embarq's view that it is not appropriate
15 to address this issue in a Section 251(c) interconnection agreement.

16 **Q: IS INTRADO COMM'S PROPOSED LANGAUGE APPROPRIATE**
17 **FOR A SECTION 251(c) INTERCONNECTION AGREEMENT?**

18 **A:** Yes. The interconnection agreement sets forth the Parties' reciprocal
19 interconnection obligations and the terms and conditions governing their co-
20 carrier relationship. Intrado Comm's ordering process should be set forth in
21 the interconnection agreement just as Embarq's ordering process is.

1 *Issue 6(b): What terms and conditions should be included in the ICA to address*
2 *access to 911/E911 database information when Intrado Comm is the designated*
3 *911/E911 service provider?*

4 **Q: DO THE PARTIES DISAGREE ON THE CONTRACT PROVISIONS**
5 **AT ISSUE BECAUSE OF TECHNICAL REASONS?**

6 **A:** No. The outstanding issue associated with the Parties' access to each other's
7 911/E911 databases is directly attributable to Embarq's belief that the Parties
8 are not connecting competing 911 local exchange systems and therefore it is
9 not appropriate to include terms and conditions regarding Embarq's access to
10 Intrado Comm's 911/E911 databases in the Section 251 interconnection
11 agreement. It appears Embarq had no objections to the proposed language
12 itself, but instead objects to its inclusion in a Section 251 interconnection
13 agreement.

14 *Issue 7: Should 911/E911 Service calls be included in the type of traffic to be*
15 *exchanged by the Parties over local interconnection trunks?*

16 **Q: HOW WOULD YOU CHARACTERIZE THE DISPUTE BETWEEN**
17 **THE PARTIES WITH RESPECT TO THIS ISSUE?**

18 **A:** Embarq has indicated that Intrado Comm's proposed language would be
19 acceptable in a commercial agreement but is not appropriate for a Section
20 251(c) agreement. Thus, it appears Embarq does not take issue with the
21 substance of the language, only whether the language should be in a Section
22 251(c) agreement.

1 **Q: WHY SHOULD 911 SERVICE AND E911 SERVICE BE INCLUDED IN**
2 **THE SECTION REGARDING LOCAL INTERCONNECTION?**

3 **A:** 911 service and E911 service calls should be treated like any other telephone
4 exchange traffic. The Commission has recognized that the 911/E911 services
5 to be provided by Intrado Comm are telephone exchange services. Embarq
6 likewise classifies the 911/E911 service it provides to PSAPs as “a telephone
7 exchange communication service” that is provisioned using “exchange lines”
8 (Spence-Lenss, Direct Exhibit CSL-9). 911 and E911 services, as local
9 exchange services, rightfully belong in the section of the interconnection
10 agreement addressing the interconnection of local exchange networks. A
11 Section 251(c) interconnection agreement is the appropriate vehicle to
12 negotiate the interconnection and mutual exchange of traffic for competing
13 local exchange networks. Intrado Comm is seeking to launch a competitive
14 local exchange E911 service and therefore it is entitled to interconnection
15 pursuant to Section 251 of the Act.

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

18 **Q: WHY IS INTRADO COMM’S DEFINITION OF END USER**
19 **APPROPRIATE?**

20 **A:** Intrado Comm’s definition formally articulates the implied usage of the term
21 “End User” in the original Embarq template interconnection agreement as
22 well as reflects the entities that will be purchasing services from the Parties.
23 The governmental entities who will purchase either Embarq’s or Intrado

1 Comm's 911/E911 services fall within the definition as entities that subscribe
2 to or use the telecommunications services offered by either Party.

3 **Q: IS INTRADO COMM USING THE DEFINITION OF END USER TO**
4 **INAPPROPRIATELY EXPAND THE ENTITIES TO WHICH THE**
5 **PARTIES MAY PROVIDE SERVICES?**

6 **A:** No. Intrado Comm's definition properly encompasses other entities that may
7 be appropriately considered "End Users" when they are purchasing services
8 from either of the Parties at retail. The Federal Communications Commission
9 ("FCC") has determined that even carriers can be considered "end users" for
10 some purposes. The FCC found that "wholesale" means a service or product
11 that is an input to a further sale to an end user, and by contrast, "retail" means
12 a service or product for the customer's own personal use or consumption.
13 Thus, when a carrier is purchasing services from another carrier for its own
14 use or consumption (*i.e.*, at retail), the purchasing carrier is treated as an "end
15 user" in the transaction (*Federal-State Joint Board on Universal Service*, 13
16 FCC Rcd 5318, ¶ 298 (1997)).

17 **Q: IS THE ENTITLEMENT TO INTERCONNECTION DEPENDENT ON**
18 **THE CUSTOMERS TO BE SERVED BY THE COMPETITOR?**

19 **A:** No. Embarq is wrong (Maples Direct, page 39, lines 20-21). Determining
20 whether a competitor is entitled to Section 251(c) interconnection is not based
21 on the customers served by that competitor. The FCC has specifically stated
22 that the regulatory classification of the service provided to the ultimate end
23 user has no bearing on the provider's rights as a telecommunications carrier to

1 interconnect under Section 251 (*Time Warner Cable Request for Declaratory*
2 *Ruling that Competitive Local Exchange Carriers May Obtain*
3 *Interconnection Under Section 251 of the Communications Act of 1934, as*
4 *Amended, to Provide Wholesale Telecommunications Services to VoIP*
5 *Providers*, 22 FCC Rcd 3513, ¶ 15 (2007)). The provision of
6 telecommunications services, and the accompanying interconnection rights,
7 exist regardless of whether the telecommunications services are wholesale or
8 retail.

9 **Q: WHEN PROVIDING 911 SERVICES TO A PSAP, IS THE PSAP**
10 **CONSIDERED AN END USER?**

11 **A:** When a PSAP purchases 911/E911 services from Intrado Comm, the PSAP is
12 considered a retail customer of Intrado Comm. The PSAP is the ultimate
13 consumer of the 911/E911 services to be provided by Intrado Comm. The
14 PSAP will not be making a “further sale” to another entity. Classification of
15 the PSAP as a “retail customer” of Intrado Comm is also consistent with the
16 way in which Embarq classifies its provision of services to PSAPs. Embarq’s
17 911/E911 service offering is contained in its General Exchange tariff, which is
18 the same tariff that contains all of Embarq’s other retail service offerings in
19 Florida.

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

21 **Q: IS THE USE OF INDEPENDENT AUDITORS A COMMON**
22 **INDUSTRY PRACTICE?**

1 **A:** Yes, the use of independent auditors is a common industry practice. As
2 demonstrated in Exhibit No. ____ (Clugy, Rebuttal Exhibit CC-2), the
3 interconnection agreements of other major incumbent local exchange carriers
4 contain specific provisions requiring the use of such independent auditors.
5 The language requiring independent third party auditors submitted by Intrado
6 Comm is neither onerous nor uncommon and it should be accepted. It is
7 especially appropriate where the parties to a contract are direct competitors.

8 **Q: IN ADDITION TO AUDITS, DOES THE INTERCONNECTION**
9 **AGREEMENT GIVE THE PARTIES OTHER RIGHTS WITH**
10 **RESPECT TO REQUESTING CERTAIN INFORMATION?**

11 **A:** Yes. In addition to audits, the interconnection agreement also allows the
12 Parties to conduct unlimited “Examinations,” which are intended to be used
13 for specific document requests or billing inquiries. By contrast, an “Audit” is
14 defined as a comprehensive review of bills as opposed to a specific inquiry.

15 **Q: IS INTRADO COMM REQUESTING THAT THIRD PARTIES BE**
16 **USED FOR EXAMINATIONS?**

17 **A:** No. Under Intrado Comm’s proposal, personnel of the Parties would be
18 permitted to request information and documents in connection with an
19 Examination. Intrado Comm’s third party requirement would apply only to
20 the more onerous, comprehensive audit under the interconnection agreement.

21 **Q: COULD EMBARQ’S CONCERNS ABOUT COSTS BE ALLEVIATED**
22 **THROUGH THE USE OF AN EXAMINATION RATHER THAN A**
23 **FULL-BLOWN AUDIT?**

- 1 **A:** Yes. Embarq appears to be confusing the activities associated with requesting
2 an Examination with the activities associated with a full-blown audit. If either
3 Party determines that the findings from an Examination warrant a more
4 thorough and rigorous review of bills, then it would be appropriate for the
5 Parties to utilize an independent and unbiased third party to review the
6 discrepancies. Embarq's unlimited ability to use the Examination process,
7 without the need for a third party, should eliminate any cost concerns it has
8 with respect to Intrado Comm's proposed language.
- 9 **Q:** **DOES THIS COMPLETE YOUR DIRECT TESTIMONY?**
- 10 **A:** Yes.

1 BY MS. KISER:

2 Q Thank you. Ms. Clugy is available for
3 cross-examination.

4 Oh, I'm sorry. Ms. Clugy, have you prepared a
5 summary of your testimony?

6 A Yes, I have.

7 Q All right. Please proceed with that summary.

8 A Good morning. My name is Cynthia Clugy, and I am a
9 contract consultant with Intrado Comm assisting them in their
10 interconnection negotiations and arbitrations with incumbent
11 carriers like Embarq. My testimony specifically covers
12 Issues 2, 5, 6, 7, 11 and 14. In addition, my prefiled
13 testimony covered Issues 9, 10 and 12; however, those issues
14 have been resolved.

15 As stated earlier in Mr. Maples' opening statements,
16 the crux of this is the dispute between Intrado Comm and Embarq
17 with respect to the applicability of Section 251(c) of the
18 Telecommunications Act.

19 Intrado's position is that we are providing a local
20 exchange service and, therefore, interconnection with the
21 incumbent carrier, Embarq, is properly done via 251(c) of the
22 Telecommunications Act. Specifically under those terms and
23 conditions of interconnection of competing local exchange
24 networks, Intrado has the right to determine the type of
25 connection, whether it be one-way or two-way, and that the

1 incumbent shall provide two-way trunking where technically
2 feasible.

3 I'm also addressing the portion of the system
4 regarding ordering of each other's services. In the case of
5 911 interconnection, both parties, to effect the mutual
6 exchange of 911 traffic, will need to deliver 911 calls to each
7 other's respective networks, and, as such, to effect that
8 interoperability you need to place orders for termination of
9 the traffic. Therefore, it is appropriate to include terms and
10 conditions of ordering within the 251(c) agreement.

11 Another issue that I'm addressing is the access of
12 Embarq to the Intrado 911 databases. This again is part of the
13 251(c) agreement that will assist in interoperability and
14 mutual exchange of 911 traffic. When Embarq is the
15 911 database provider, of course, Intrado, as an incumbent, as
16 a certificated local exchange carrier would have to have access
17 to deliver records to the Embarq system. And, conversely, when
18 the two systems are interconnected for the mutual exchange of
19 traffic, Embarq would need to have access to the Intrado
20 database systems, and, therefore, language addressing that
21 access is appropriately included within a 251(c)
22 interconnection agreement.

23 I also address the issue of end user. End user is a
24 consumer of services offered by either company. The definition
25 that Embarq has put up to include PSAPs is a bit limited in

1 that Intrado is certificated as a competitive local exchange
2 carrier. Our initial market rollout will be addressing public
3 safety answering points. But as the product rollout matures
4 and develops, there may be other services that Intrado will
5 offer. If we limit the use of end user to just public safety
6 answering points, Intrado believes that that is too limiting
7 and can cause problems with subsequent rollout of new
8 competitive services.

9 And lastly, I also have addressed audits and the use
10 of third parties within my testimony. And Intrado's position
11 is that third parties are the appropriate entities to use if an
12 audit should be required on the part of either party.

13 MS. KISER: Thank you, Ms. Clugy.

14 Ms. Clugy is available for cross-examination at this
15 time, Mr. Chairman.

16 MS. CASWELL: Ms. Masterton.

17 CROSS EXAMINATION

18 BY MS. MASTERTON:

19 Q Yes. Ms. Clugy, in your, in your opening statement
20 or in your summary you just said that Embarq's definition of
21 end user only includes PSAP. Is that what you meant to say?

22 A It has been expanded to include end user, the person
23 that is the consumer of traditional dial tone services, which
24 was the original offering. Embarq has subsequently expanded it
25 to include public safety answering points as well. So in the

1 Embarq proposed definition it's just those two entities are
2 described as end users for the interconnection agreement per
3 the Embarq offered language.

4 Q So -- thank you. So you said that since Intrado is a
5 CLEC, it might expand its services to other, other consumers
6 and --

7 A Conceivably, yes.

8 Q Okay. So how come the definition that Embarq has
9 proposed doesn't also include the end users that Intrado would,
10 also would serve if it acted as a traditional CLEC? What about
11 that definition doesn't cover that?

12 A The end users could be more than just a traditional
13 dial tone user or as a public safety answering point. Embarq
14 could offer other services -- I mean, Intrado could offer other
15 services that would not be used by traditional dial tone
16 subscribers or public safety answering points.

17 Q So are you saying that Intrado intends to offer
18 services to other carriers and wants to include those in the
19 definition of end user?

20 A No, that's not what I'm saying.

21 Q So are you saying that Intrado intends to offer
22 services to other companies who provide voice service such as
23 Vonage and wants to include those in the definition of end
24 user?

25 A Intrado may offer other services. But the intended

1 target markets, I can't speak to that.

2 Q But today Intrado only offers services to PSAPs; is
3 that correct?

4 A That is correct.

5 MS. MASTERTON: Thank you. That's all I have.

6 CHAIRMAN CARTER: Staff?

7 MS. TAN: Staff has no questions.

8 CHAIRMAN CARTER: Commissioners, any questions for
9 Ms. Clugy?

10 You're recognized.

11 MS. KISER: Thank you. No redirect.

12 CHAIRMAN CARTER: Thank you. At this point in time
13 we usually, when we finish with a witness, that's when we do
14 the exhibits. So you are recognized to introduce the exhibits.

15 MS. KISER: At this point we would like, we request
16 to move CC-12 and 13 into the record, please.

17 CHAIRMAN CARTER: Any objections?

18 MS. MASTERTON: No objections from Embarq.

19 CHAIRMAN CARTER: Without objection, show it done.

20 (Exhibits 12 and 13 admitted into the record.)

21 Call your next witness.

22 MS. KISER: At this time we would like to call
23 Mr. Thomas Hicks to the witness stand, please.

24 CHAIRMAN CARTER: One second before Mr. Hicks gets
25 started.

1 Just, Commissioners, I need like one second to get
2 with staff.

3 (Pause.)

4 Okay. I just had to take a few housekeeping matters
5 there into consideration. So we are back.

6 THOMAS HICKS

7 was called as a witness on behalf of Intrado Communications,
8 Inc., and, having been duly sworn, testified as follows:

9 DIRECT EXAMINATION

10 BY MS. KISER:

11 Q Good morning, Mr. Hicks. Would you please state your
12 name and business address for the record?

13 A My name is Thomas Hicks. My business address is
14 1601 Dry Creek Drive, Longmont, Colorado, and I believe it's
15 80 -- 80503 zip.

16 Q Thank you. And are you the same Tom Hicks who caused
17 to be prepared and filed direct testimony consisting of
18 32 pages and rebuttal testimony consisting of 23 pages in this
19 proceeding?

20 A Yes.

21 Q And do you have any changes or corrections to your
22 prefiled testimony?

23 A No, I do not.

24 Q If I asked you those same questions today, would your
25 answers be the same?

1 A Yes.

2 Q Are you also adopting the prefiled testimony, direct
3 testimony of Carey Spence-Lenns consisting of 16 pages and the
4 prefiled rebuttal testimony of Ms. Spence-Lenss consisting of
5 14 pages?

6 A Yes, I am.

7 Q Do you have any changes or corrections to your
8 prefiled testimony?

9 A No, I do not.

10 Q If I asked you those same questions today, would your
11 answers be the same?

12 A Yes.

13 MS. KISER: Mr. Chairman, I would ask that the
14 prefiled testimony, direct and rebuttal of Mr. Hicks and
15 Ms. Spence-Lenss, be adopted and inserted into the record as if
16 read.

17 CHAIRMAN CARTER: Thank you. Any objections?

18 MS. MASTERTON: No objections.

19 CHAIRMAN CARTER: The prefiled testimony for both the
20 direct and rebuttal should be entered into the record as though
21 read.

22 MS. KISER: Thank you.

23 BY MS. KISER:

24 Q Mr. Hicks, did you cause to be prepared and filed
25 direct testimony exhibits identified as TH-1 through TH-6?

1 A Yes.

2 Q And rebuttal testimony exhibits identified as TH-7
3 through TH-8?

4 A Yes.

5 Q And do you have any changes or corrections to those
6 exhibits as filed?

7 A No, I do not.

8 MS. KISER: Okay. Mr. Chairman, could we have the
9 direct and rebuttal testimony exhibits of Mr. Hicks be
10 identified for the record?

11 CHAIRMAN CARTER: For the record, they're
12 identified -- I think you said TH-1 through --

13 MS. KISER: 1 through 6.

14 CHAIRMAN CARTER: 1 through 6.

15 MS. KISER: And 7 through 8.

16 CHAIRMAN CARTER: And 7 through 8.

17 MS. TAN: Chairman, if I may suggest that we do Carey
18 Spence-Lenns' numbers first.

19 MS. KISER: Oh, okay.

20 CHAIRMAN CARTER: Okay. Let's do this. Let's back
21 up for a second. For the record, that would be Exhibits
22 CSL-1 through CSL-12; is that correct?

23 MS. TAN: That is correct.

24 CHAIRMAN CARTER: Without objection, show it done.

25 And then we're identifying it. We'll enter it after

1 his testimony.

2 MS. TAN: Correct.

3 CHAIRMAN CARTER: And then also for identification
4 Exhibits TH-1 through TH-8; is that correct?

5 MS. KISER: That's correct.

6 CHAIRMAN CARTER: Okay.

7 MS. KISER: Can I also add that with respect to the
8 earlier conversation regarding the supplement to CSL-4 --

9 CHAIRMAN CARTER: Now will that be through this
10 witness?

11 MS. KISER: That's correct.

12 CHAIRMAN CARTER: Okay. Ms. Masterton?

13 MS. MASTERTON: Yes, that's how I understand it.

14 CHAIRMAN CARTER: Staff?

15 MS. TAN: Yes. We would be adding it on to Carey
16 Spence-Lenns as -- we would have to name it just revised CSL-4.

17 CHAIRMAN CARTER: Revised CSL-4; is that right?

18 MS. TAN: Excuse me. Supplement CSL-4.

19 CHAIRMAN CARTER: Supplement for CSL-4. Okay.

20 MS. MASTERTON: Mr. Chairman?

21 CHAIRMAN CARTER: I'm listening.

22 MS. MASTERTON: I'm not clear. Are we -- did we
23 number these yet? So we're identifying them.

24 CHAIRMAN CARTER: We're just identifying them by
25 exhibit number. We have not entered them yet.

1 MS. MASTERTON: Okay. Okay. So when we enter them,
2 we'll number them. Okay. I just wanted to make sure I kept it
3 straight.

4 CHAIRMAN CARTER: We're just doing it for
5 identification purposes now. And when we come back, staff will
6 make sure that we're clear on that.

7 MS. TAN: We can number them now for identification
8 purposes.

9 CHAIRMAN CARTER: Okay.

10 MS. TAN: It would be, for CSL-1 through 12 we can do
11 14 through 25, and then 26 can be supplement CSL-4 for
12 Ms. Carey Spence-Lenns' exhibits. And for Mr. Hicks it would
13 be 27 through 34.

14 CHAIRMAN CARTER: Any objections? Just for
15 identification purposes.

16 MS. MASTERTON: No objection.

17 CHAIRMAN CARTER: We're all on the same page here.
18 And the supplement is Exhibit 26?

19 MS. TAN: That is correct, sir.

20 CHAIRMAN CARTER: Everybody on the same page now?
21 Okay. Excellent.

22 (Exhibits 14 through 34 marked for identification.)

23 You may proceed.

24 MS. KISER: All right. Thank you, Mr. Chairman.

25 BY MS. KISER:

1 Q Mr. Hicks, the exhibits of Ms. Carey Spence-Lenns
2 that we just discussed, CSL-1 through 11 and 12, do you have
3 any changes or corrections to those as filed?

4 A No, I do not.

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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 THOMAS W. HICKS

April 21, 2008

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

A: My name is Thomas W. Hicks. My business address is 1601 Dry Creek Drive, Longmont, CO, 80503. I am employed by Intrado Inc. as Director - Carrier Relations. I also serve as the Director – Carrier Relations for Intrado Inc.’s telecommunications affiliate, Intrado Communications Inc. (“Intrado Comm”), which is certified as a competitive local exchange carrier (“CLEC”) in Florida.

Q: PLEASE DESCRIBE YOUR RESPONSIBILITIES FOR INTRADO COMM.

A: I am responsible for Intrado Comm’s carrier relations with incumbent local exchange carriers (“ILECs”), such as Embarq Florida, Inc. (“Embarq”), CLECs, wireless providers, and Voice over Internet Protocol (“VoIP”) providers.

1 **Q: PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND**
2 **PROFESSIONAL EXPERIENCE.**

3 **A:** I joined Intrado Comm in 2004. Prior to that, I worked for Verizon in various
4 technical and managerial positions for 33 years. For over 10 years at Verizon,
5 I was responsible for administration and engineering support of 911 network
6 and data services nationwide. In my final three years at Verizon as a Senior
7 Engineer, I coordinated the company's FCC-required wireless Phase I and
8 Phase II implementations across the country, which required wireless carriers
9 to provide public safety answering points ("PSAPs") with caller location
10 information and call back numbers. I received a "President's Award" for
11 leading Verizon's (formerly GTE's) reengineering team in replacing and
12 updating its nationwide 911 systems. My work experience also includes
13 project management at Sonus (formerly Telecom Technologies, Inc.) for
14 softswitch media gateway development. I attended Indiana University –
15 Purdue University in Fort Wayne, Indiana. I hold an Associate's Degree in
16 GTE Telops. I am certified as a National Emergency Numbering Association
17 ("NENA") Emergency Number Professional ("ENP"). During my career, I
18 have served on several industry standards bodies for 911, including
19 participating in the Alliance for Telecommunications Industries Solutions
20 ("ATIS") Emergency Service Interconnection Forum ("ESF") public safety
21 communications standards development efforts since 1999. I am a recipient
22 of the NENA Lifetime Membership Award for contributing to and leading
23 industry and association efforts that led to the creation of FCC Docket 94-102

1 (wireless E911 order). I continue active participation on behalf of Intrado

2 Comm in the following forums:

- 3 • Currently leading the ATIS-ESIF Emergency Call and Data Routing
4 subcommittee focused on the development of network interoperability
5 and technology integration standards related to emergency call and
6 data routing components;
- 7 • Active participant and 911 subject matter expert (“SME”) for the
8 North American Numbering Council (“NANC”) Pseudo-ANI
9 (“pANI”) Issues Management Group for development of pANI
10 Administration Guidelines (document recently approved by the FCC);
11 and
- 12 • Active participant in NENA Operations Development Committee
13 (“ODC”) and in numerous NENA working committees (e.g., Next Gen
14 911, Default Route Working Group, etc.).

15 My past participation before industries standards bodies also includes:

- 16 • Participated in European Telecommunications Standards Institute’s
17 Emergency Telecommunications (“EMTEL”) to establish European
18 standards for emergency communications to parallel United States
19 standards; and
- 20 • Established and led the NENA technical standards organization.

21 **Q: HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE FLORIDA**
22 **PUBLIC SERVICE COMMISSION?**

23 **A:** No.

1 **Q: WHAT IS YOUR ROLE IN INTRADO COMM'S**
2 **INTERCONNECTION NEGOTIATIONS WITH EMBARQ?**

3 **A:** In May 2007, I initiated the request for interconnection with Embarq for each
4 state in its operating territory, including Florida. I led the Intrado Comm
5 negotiations team in its review of the Embarq template, in responding to
6 Embarq's requests for additional information, and on negotiation calls with
7 the Embarq negotiation team. I have identified the services needed from
8 Embarq to serve Intrado Comm's customers, including our public safety
9 customers. I have assisted with drafting Intrado Comm's proposed agreement
10 language and ensuring that Intrado Comm's language is consistent with
11 industry standards. I am familiar with the unresolved issues between the
12 Parties.

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

14 **A:** The purpose of my testimony is to explain Intrado Comm's position on the
15 following unresolved issues: Issue 1(a), (b), and (d); Issue 2(a) and (b); Issue
16 3(a), (b), and (c); Issue 4(a) and (b); Issue 5; Issue 6(a) and (b); Issue 7; Issue
17 8, and Issue 13.

18 *Issue 1(a): What service(s) does Intrado Comm currently provide or intend to*
19 *provide in Florida?*

20 **Q: PLEASE EXPLAIN INTRADO COMM'S 911 SERVICE OFFERING**
21 **FOR WHICH INTRADO COMM SEEKS INTERCONNECTION**
22 **FROM EMBARQ.**

1 **A:** The Intrado Intelligent Emergency Network® is a competitive next generation
2 911 network that permits Intrado Comm to provide 911 emergency call
3 delivery and management services for both voice and data through the
4 automatic retrieval and delivery of information directly to PSAPs and other
5 government agencies. The Intrado Comm 911 service will provide resolutions
6 to emergency situations more efficiently while enabling PSAPs to send
7 information to other PSAPs even when they are not in the same jurisdiction.
8 Intrado Comm’s network is designed to interoperate with existing legacy
9 PSAP equipment, but avails much more capability once the PSAP migrates to
10 newer technologies, such as Internet Protocol (“IP”). A diagram illustrating
11 Intrado Comm’s Intelligent Emergency Network® and next generation IP-
12 based network architecture is set forth in Exhibit No. ____ (Hicks,
13 Direct Exhibit TH-1).

14 **Q:** **ARE THERE DIFFERENCES BETWEEN INTRADO COMM’S NEXT**
15 **GENERATION 911 NETWORK AND EMBARQ’S LEGACY 911**
16 **NETWORK?**

17 **A:** Yes. For example, Embarq’s reliance on four (4) separate 911 selective
18 routers in Florida without full interoperability between them limits the
19 capability of PSAPs to provide statewide support for backup, overflow or
20 disaster recovery situations caused by major catastrophes or call center
21 evacuation events. In addition, PSAPs currently have limited ability to
22 transfer calls with the caller’s number and location information across and
23 between all selective routing boundaries established by Embarq. Intrado

1 Comm's network, as I have explained above, provides PSAPs a migration
2 path to next generation technology and services that will provide public safety
3 with more comprehensive and robust call transfer capabilities than that
4 currently afforded by the legacy 911 environment.

5 **Q: WHY IS INTRADO COMM SEEKING INTERCONNECTION WITH**
6 **EMBARQ?**

7 **A:** Historically, local exchange services, and 911 services in particular, have been
8 regulated as monopoly services provided by incumbents. Today, new entrants
9 to the market are offering consumers and public safety agencies a competitive
10 alternative to ILEC service offerings. E911 essentially consists of three
11 integrated components that are necessary for the routing and transmission of
12 an E911 call. The first part of an E911 system is the switching element and
13 consists of the selective router or 911 tandem and the associated call routing
14 database. When callers dial "911," the local serving originating office
15 translates the dialed digits and transmits the call to the selective router which
16 queries the selective routing database ("SRDB") and terminates the
17 emergency call to the appropriate PSAP. The second part consists of the
18 database system that retains the Automatic Location Information ("ALI")
19 record. Once the call is received by the PSAP, the Automatic Number
20 Information ("ANI") presented on the call is used to make an automatic query
21 to an ALI database for the caller's location and other information necessary to
22 respond to an emergency call. The ALI containing the caller location
23 information is passed from the ALI database system to the PSAP for display.

1 Third, is the 911 network facility transport infrastructure between the PSAP
2 and the selective router (usually in the form of dedicated trunks) and between
3 the PSAP and the ALI database (typically provided over a dedicated data
4 circuit). With Intrado Comm's Intelligent Emergency Network®, both voice
5 and data are provided over the same circuit/path. The 911 network is
6 interconnected to the public switched telephone network ("PSTN"). This is
7 evident by the call originator's ability to access 911 services by dialing the
8 digits "9-1-1" via the caller's originating office, which is part of the PSTN
9 having dedicated connections to deliver voice and ANI to the 911 network.
10 Each of the three functions described above are inexplicably intertwined so
11 that one would be useless without the other. Attempting to segment any of the
12 functions from the others would significantly diminish the viability and
13 reliability of 911 services. This is illustrated by the diagram contained in
14 Exhibit No. ____ (Hicks, Direct Exhibit TH-4).

15 **Q: DOES EMBARQ PROVIDE ALL OF THE FUNCTIONS NECESSARY**
16 **FOR THE TRANSMISSION OF A 911 CALL FOR ITS PSAP**
17 **CUSTOMERS?**

18 **A.** Yes. Embarq contracts with PSAPs to provide access to 911 services for
19 itself, for its affiliates, and for CLECs, wireless carriers, and other service
20 providers. Indeed, in other parts of its service territory Embarq acts as the
21 selective routing provider for other ILECs. A simplified illustration of a
22 legacy 911 network arrangement typically employed by most ILECs today is
23 found in Exhibit No. ____ (Hicks, Direct Exhibit TH-2).

1 **Q. PLEASE EXPLAIN HOW THE FIRST COMPONENT OF 911**
2 **SERVICES - THE SELECTIVE ROUTER - IS PROVIDED WHEN**
3 **THERE ARE MULTIPLE SUPPLIERS.**

4 **A.** It is highly common to have multiple providers of 911 selective routing
5 services within the same state; however, they generally serve discrete and
6 separate geographical areas which closely align with the franchise territory of
7 the ILEC providing the service. There is a need for interconnection
8 arrangements to be made among selective routing providers to accommodate,
9 for example, wireless call transfers because wireless call routing
10 determination is based on cell site/sector boundaries that do not track
11 jurisdictional, geographical or rate center boundaries relied upon by wireline
12 carriers for identifying serving areas. Such interconnection is also useful
13 when a 911 call is misrouted and needs to be transferred to a PSAP served by
14 another selective routing provider. Such functionality is possible through the
15 cooperative efforts and trunk translation table maintenance of the respective
16 selective router providers (*e.g.*, Embarq and another ILEC) to accommodate
17 the use and transmission of predefined routing numbers to the terminating
18 selective router, as well as the caller's number over SS7 connections installed
19 between the selective routers. Such arrangements and interconnection among
20 selective routers may also be employed where the alternate route or backup
21 route involves a PSAP that is served by a different selective router provider
22 than that of the primary PSAP. This is illustrated in Exhibit No. ____ (Hicks,
23 Direct Exhibit TH-3) using Verizon and AT&T as an example.

1 **Q. PLEASE EXPLAIN HOW THE SECOND COMPONENT OF 911**
2 **SERVICES - THE AUTOMATIC LOCATION IDENTIFICATION**
3 **(“ALI”) SYSTEM - IS PROVISIONED WHERE THERE ARE**
4 **MULTIPLE PROVIDERS.**

5 **A:** It is possible to have the ALI provider be an entirely different entity from that
6 of the selective router provider. Through cooperative efforts of the ALI and
7 selective routing provider, selective router database (“SRDB”) updates from
8 the ALI provider can be loaded into the SRDB of the selective routing system
9 should this selective routing system be provided by another 911 service
10 provider. An ALI provider that provides ALI information to a PSAP can
11 simultaneously generate necessary information to be loaded into the SRDB,
12 such as the ANI or pseudo-ANI with ESN call routing data. Although most
13 ALI providers are capable of creating recent change files in the format
14 required for direct entry into an onboard switch (*e.g.*, Nortel DMS or CML
15 SRDB) or for direct outboard access by a Lucent 5ESS selective router, ILEC
16 selective router providers typically prefer to receive such updates and generate
17 the necessary SRDB translations themselves and offer this service as a
18 bundled service to the PSAPs. As an example, if Intrado Comm was
19 providing ALI services to a PSAP in Florida and Embarq was providing
20 selective routing, Intrado Comm would generate update files during ALI
21 processing and directly update or pass the update file to Embarq that would, in
22 turn, update its E911 selective router onboard SRDB. In those instances
23 where a portion of the users of a specific switching system are served by

1 multiple 911 service providers, multiple options exist for segregating and/or
2 processing the Service Order Information (“SOI”) data for ALI processing.
3 One method might be for the SOI provider to segregate SOI data based upon
4 the tax rate area designated for each user during service activation. Service
5 order collection vehicles typically store tax authority attributes in the internal
6 systems they use for 911 data extraction purposes. Such attributes are
7 typically referred to as a TAR or TXD code, and are commonly used to
8 determine and satisfy county fee collection and remittance obligations for
9 each taxing authority. By creating separate and distinct SOI files based upon
10 the tax rate area assigned to each telephone number during the order collection
11 process, the appropriate SOI data can be passed to the appropriate ALI
12 provider for all taxing areas for which they have responsibility and ALI
13 processing may occur. A second option may be for SOI data extracts
14 associated with those switching systems served by multiple ALI providers to
15 be passed in its entirety to each ALI provider, and each ALI provider would
16 be accountable to maintain appropriate Master Street Address Guide
17 (“MSAG”) processes that result in only in-area SOI being loaded into their
18 respective ALI system. A third and unreasonably costly option would be to
19 require the PSAP to continue to subscribe to a “bundled” ILEC offering that
20 forces a PSAP to continue to subscribe to ILEC-provided ALI services to
21 enable the selective routing component, even though the PSAP may prefer to
22 use an alternative provider for ALI service. Intrado Comm’s Intelligent

1 Emergency Network® and services are compatible with any of the options
2 detailed for these multiple ALI provider options.

3 **Q: PLEASE EXPLAIN HOW THE THIRD COMPONENT OF 911**
4 **SERVICES - THE 911 NETWORK FACILITY INFRASTRUCTURE -**
5 **IS PROVISIONED WHERE THERE ARE MULTIPLE PROVIDERS.**

6 **A.** Last mile connectivity is typically owned and provided by the serving ILECs,
7 *i.e.*, connectivity directly to the resident or business (*e.g.*, PSAP) premises.
8 Opportunities for reducing facility transport costs or improving facility
9 transport quality therefore have been limited for public safety. Intrado
10 Comm's Intelligent Emergency Network® and competitive 911 services will
11 utilize technologies and transport facility arrangements that promote service
12 quality and reliability, while employing state-of-art IP technologies and
13 protocols that will enable more efficient use of facility transport architecture.

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

17 **Q: WHY IS INTERCONNECTION NECESSARY FOR INTRADO COMM**
18 **TO PROVIDE ITS COMPETITIVE SERVICES?**

19 **A:** In order to provide local exchange services, which includes the aggregation,
20 transport, and database management services essential for the provision of 911
21 services to PSAPs, Intrado Comm must interconnect its network with the
22 incumbent providers that have connections with and provide services to
23 PSAPs and other end users. Interconnection, at a minimum, will allow

1 Embarq’s end users to reach Intrado Comm’s end users and vice versa. In the
2 emergency services context, interconnection will permit the 911 call,
3 including the caller’s information, to reach the appropriate PSAP. As the 911
4 and E911 provider designated by a governmental authority, Intrado Comm
5 routes, transmits, and transports 911 and emergency call traffic from end users
6 of wireline, wireless, VoIP, and telematics service providers to the appropriate
7 PSAP. The method of transmission of the 911 and emergency call traffic to
8 Intrado Comm’s network is transparent to the PSAP. All necessary TDM
9 signaling to IP protocol conversion functions and special applications
10 necessary to transport 911 calls and information to the PSAP are made within
11 Intrado Comm’s network.

12 **Q: WHY IS SECTION 251(C) INTERCONNECTION APPROPRIATE**
13 **FOR THE SERVICES INTRADO COMM SEEKS TO OFFER?**

14 **A:** As a CLEC, interconnection pursuant to Section 251(c) of the
15 Communications Act of 1934, as amended (“Act”), is the only way to address
16 the uneven bargaining power that exists between competitors and monopoly
17 incumbents, such as Intrado Comm and Embarq. Embarq’s insistence that the
18 Parties seek a “commercial agreement” for some of the interconnection
19 arrangements requested by Intrado Comm is another barrier to entry that
20 Embarq is wielding to stall Intrado Comm’s entry into the Florida market.
21 The interconnection arrangements Intrado Comm needs to provide its PSAP
22 customers service fall squarely within the category of arrangements eligible to

1 be obtained from Embarq via the Section 251(c) process and for which that
2 process was adopted and implemented.

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

4 **Q: SHOULD EMBARQ BE PERMITTED TO IMPOSE RATES ON**
5 **INTRADO COMM THAT ARE INCONSISTENT WITH THE**
6 **PROCESS ESTBLISHED BY SECTIONS 251 AND 252?**

7 **A:** No. Any rates Embarq intends to charge for interconnection facilities and
8 UNEs should be developed pursuant to the 251/252 process. Rates for
9 interconnection under 251/252 are to be developed pursuant to a specifically
10 defined process to ensure charges between competing carriers foster the
11 successful development of competition, which Congress and the FCC
12 recognized would not happen under a commercial arrangement due to the
13 uneven bargaining power of the CLEC. Embarq's proposed language would
14 allow Embarq to arbitrarily develop rates and post those rates on its website.
15 Embarq's language would also impose unspecified tariff charges on Intrado
16 Comm. Any rates to be imposed on Intrado Comm must be developed
17 pursuant to the process established by Sections 251 and 252, and must be set
18 forth in the interconnection agreement.

19 **Q: SHOULD THE TERMS AND CONDITIONS GOVERNING THE**
20 **APPLICATION OF RATES AND CHARGES BE RECIPROCAL?**

21 **A:** Yes, to the extent applicable, the terms and conditions governing the
22 application of rates and charges should apply equally to both Parties and give
23 both Parties reciprocal rights and obligations.

1 *Issue 2(a): What trunking and traffic routing arrangements should be used for*
2 *the exchange of traffic when Intrado Comm is the designated 911/E911 Service*
3 *Provider?*

4 *Issue 2(b): What trunking and traffic routing arrangements should be used for*
5 *the exchange of traffic when Embarq is the designated 911/E911 Service Provider?*

6 **Q: WHAT TRUNKING AND TRAFFIC ROUTING ARRANGEMENTS**
7 **SHOULD BE USED FOR THE EXCHANGE OF TRAFFIC WHEN**
8 **INTRADO COMM HAS BEEN DESIGNATED BY THE**
9 **GOVERNMENTAL AUTHORITY TO PROVIDE 911/E911 SERVICES?**

10 **A:** Intrado Comm believes the optimal way for carriers to route their traffic to the
11 appropriate 911 provider is to establish direct and redundant trunk
12 configurations from ILEC originating offices to multiple, diverse 911 network
13 access points. This would require the carrier to sort their calls at the
14 originating switch, and deliver the calls to the appropriate 911 routing system
15 over diverse and redundant facilities. This trunk and transport configuration
16 minimizes the switching points, which reduces the potential for failure arising
17 from the introduction of additional switching points into the call delivery
18 process. Also, should one path be unable to complete the call, the presence of
19 an alternative diverse facility greatly enhances the ability for the emergency
20 call to be delivered to the PSAP. Furthermore, Intrado Comm supports a
21 redundant architecture by establishing up to 3 diverse points for the carrier to
22 interconnect to Intrado Comm's network. Such a network arrangement is
23 illustrated in Exhibit No. ____ (Hicks, Direct Exhibit TH-5).

1 **Q: IS THIS HOW CARRIERS INTERCONNECT TO THE EXISTING**
2 **ILEC 911 NETWORKS TODAY?**

3 **A;** Today, CLECs are required by the ILECs to directly interconnect to the
4 appropriate 911 router and deliver only 911 traffic from callers in the areas
5 served by the PSAPs using a specific selective router. Also, there is generally
6 only one selective router, and the CLECs determine if they wish to
7 interconnect using diverse facilities. In any event calls eventually arrive at a
8 single termination point, the 911 selective router of the ILEC. There are
9 instances where the ILEC 911 provider may provide mated and diverse
10 routers as a level of 911 service to the PSAP. In such instances, most CLECs
11 voluntarily connect to each geographically diverse and redundant selective
12 router to ensure their end user customers have the most reliable access to
13 emergency assistance. Lastly, should a carrier's switch have subscribers in
14 calling scopes served by multiple selective routers, the CLEC must determine
15 at the originating office level which subscriber 911 traffic will be routed over
16 each trunk group to the appropriate 911 router. The CLEC undertakes the
17 provisioning, sorting, transport and delivery of 911 traffic on their side of the
18 point of interconnection with no expectation of cost recovery from the PSAPs.

19 **Q: HAS EMBARQ OFFERED TO PROVIDE INTRADO COMM WITH**
20 **INTERCONNECTION THAT IS AT LEAST EQUAL IN QUALITY TO**
21 **THAT PROVIDED TO ITSELF, AN AFFILIATE, OR OTHER**
22 **CARRIERS?**

- 1 **A:** No. Embarq has refused to permit Intrado Comm interconnection to its
2 network that would permit Intrado Comm to enter the market and compete for
3 PSAP consumers on a level playing field with Embarq. Embarq continues to
4 believe that only Embarq can continue in its monopoly role of routing all of
5 their end user 911 calls through its 911 selective routing system before
6 delivering the calls to a competitive providers 911 selective routing system for
7 termination to PSAPs located within Embarq's franchise territory in Florida.
8 It is important to note that Embarq has permitted the same type of
9 interconnection that Intrado Comm is requesting with other ILECs for the
10 provision of 911 services. It is my understanding that the FCC has said that
11 an ILEC's interconnection arrangement with another ILEC is evidence that a
12 particular interconnection arrangement is technically feasible. Intrado Comm
13 is seeking the same types of arrangements that Embarq utilizes for
14 interconnection with other providers of 911 services and for itself.
- 15 **Q: DOES EMBARQ PROPOSE TO INTERCONNECT IN THE SAME**
16 **MANNER AS OTHER CLECS WHEN INTRADO COMM, NOT**
17 **EMBARQ, IS THE DESIGNATED 911 PROVIDER?**
- 18 **A:** No. Embarq has determined that it will use its embedded 911 infrastructure to
19 perform a call sorting function for 911 calls coming from their subscribers
20 served by their originating offices. Furthermore, Embarq indicates it will
21 transport this aggregated originating office traffic over a single common trunk
22 group to Intrado Comm. Such a network arrangement is illustrated in Exhibit
23 No. ____ (Hicks, Direct Exhibit TH-6).

1 **Q: PLEASE EXPLAIN WHY THIS HAS A POSSIBLE NEGATIVE**
2 **EFFECT ON PUBLIC SAFETY.**

3 **A:** The unnecessary switching of Embarq originating office traffic through the
4 Embarq selective router introduces another potential point of failure in the 911
5 call path. Intrado Comm understands the preference of Embarq to use its 911
6 selective routing infrastructure to sort traffic from originating offices that may
7 have subscribers served by differing 911 service providers, however using its
8 911 selective routing infrastructure to sort the calls and placing such calls on a
9 single common trunk group creates numerous parity issues and presents
10 operational risks for those Embarq subscribers served by another 911 selective
11 router provider. In this situation, the competitive 911 service providers
12 overall reliability and 911 integrity remains subject to the effectiveness and
13 efficiency of the ILEC. Further, the manner in which the ILEC wishes to
14 deliver its subscribers calls is inconsistent with the NENA recommendations
15 relating to default routing principles. The use of a common transport trunk
16 group for all originating office traffic makes it impossible for a PSAP served
17 by Intrado Comm to determine the carrier's originating office. Today's 911
18 trunk configuration of a separate 911 trunk group for each originating office
19 readily assists both Embarq and the PSAP in quickly troubleshooting 911
20 service problems. Intrado Comm would be disadvantaged where Embarq uses
21 its 911 selective routing infrastructure to sort the 911 calls and place calls
22 destined for Intrado Comm-served PSAPs on a single common trunk group
23 Intelligent Emergency Network®.

1 **Q: WHAT DOES INTRADO COMM RECOMMEND AS A SOLUTION**
2 **TO ADDRESS EMBARQ'S CALL SORTING AND TRANSPORT**
3 **PREFERENCES WHILE RETAINING NETWORK INTEGRITY?**

4 **A:** The public interest in robust, accurate emergency service call completion is
5 best served by diverse transport facilities and interconnection at
6 geographically diverse points on the Intrado Comm network. Where it is
7 technically infeasible for Embarq to sort its end users' 911 call traffic at the
8 associated originating office and where an originating office serves customers
9 both within and outside of Intrado Comm's network serving area, it is best for
10 Embarq and Intrado Comm to work cooperatively with the affected
11 governmental 911 authority to determine which 911 provider is best suited to
12 sort the 911 traffic and hand-off calls to the other 911 provider as appropriate.
13 Furthermore, any originating offices that do not require call sorting should be
14 directly connected to the Intrado Comm Intelligent Emergency Network®.
15 Lastly, Embarq should retain discrete trunk groups representing each
16 originating office so that the government 911 authority may define appropriate
17 default routing arrangements for each originating office. I understand that the
18 FCC has found that interconnection and access requests shall be deemed
19 technically feasible absent technical or operational concerns that prevent
20 fulfillment of the request, and that the determination of technical feasibility
21 does not include consideration of economic, accounting, billing, space, or site
22 concerns. It is technically feasible for Embarq to perform any required sorting
23 of 911 traffic at the originating office when the originating office is a digital

1 or analog electronic switching system. Call sorting via another stage of
2 switching (*i.e.*, the Embarq selective router) is entirely unnecessary and only
3 increases the risk of error into the E911 call processing system.

4 **Issue 3:** *What terms and conditions should govern points of interconnection*
5 *(POIs) when (a) Intrado Comm is the designated 911/E911 service provider; (b)*
6 *Embarq is the designated 911/E911 service provider; and (c) Intrado Comm*
7 *requests the use of a mid-span meet point?*

8 **Q: WHEN INTRADO COMM IS THE DESIGNATED PROVIDER OF**
9 **911/E911 SERVICES IN A PARTICULAR JURISDICTION, WHAT**
10 **INTERCONNECTION ARRANGEMENT DOES INTRADO COMM**
11 **SEEK TO IMPLEMENT?**

12 **A:** Where Intrado Comm will serve as the designated 911/E911 service provider
13 in a particular geographic area, Embarq may aggregate (mux) and/or transport
14 its end users' emergency calls destined for Intrado Comm's PSAP customers
15 to a minimum of two geographically diverse POIs on Intrado Comm's
16 network, which would be Intrado Comm's selective router/access ports.
17 Intrado Comm understands that Embarq either uses mid-span meet points with
18 adjacent ILECs for the transport of 911/E911 traffic to the appropriate PSAP
19 or transports traffic to the selective router of the 911/E911 provider. Intrado
20 Comm seeks to mirror the type of interconnection arrangements that Embarq
21 has used historically with other ILECs. Intrado Comm's proposed language
22 would permit Embarq to use any method to transport its traffic to Intrado
23 Comm's network while ensuring that Embarq does not engage in switching

1 prior to delivering its traffic to Intrado Comm's network. There should be
2 only one stage of E911 switching after the originating office processes the
3 call, which should be the selective router serving the PSAP in order to ensure
4 the greatest degree of reliability.

5 **Q: PLEASE EXPLAIN WHY INTRADO COMM'S PROPOSAL FOR**
6 **POINTS OF INTERCONNECTION WITH EMBARQ YIELDS THE**
7 **MOST EFFICIENT AND COST-EFFECTIVE INTERCONNECTION**
8 **ARRANGEMENT AND HOW IT IS CONSISTENT WITH INDUSTRY**
9 **PRACTICES.**

10 **A:** The 911 network is connected to the PSTN for public safety purposes. While
11 an arrangement in which the POI is on the incumbent's network may be the
12 most efficient network architecture arrangement for the exchange of plain old
13 telephone service ("POTS") traffic, 911 traffic has historically been handled
14 in a different manner between adjacent ILECs. Intrado Comm is
15 recommending that the Parties follow that method of physical interconnection
16 in geographic areas in which Intrado Comm is the designated 911/E911
17 service provider. Under this method, when Intrado Comm has been selected
18 as the designated provider of 911/E911 services, Embarq's network must
19 interconnect with Intrado Comm's network so customers of Embarq located in
20 the geographic area served by Intrado Comm can complete emergency calls to
21 the appropriate PSAP (*i.e.*, Intrado Comm's end user customer). Deviating
22 from a traditional POI arrangement in those instances when Intrado Comm is
23 serving the PSAP results in the most efficient and effective network

1 architecture and provides the highest degree of reliability for the provision of
2 911 services. The ILECs have relied on this method of interconnection with
3 adjacent ILECs or for themselves to aggregate and transport 911/E911 traffic
4 to the appropriate PSAP serving a geographic area in which two ILECs are
5 providing service. Intrado Comm simply seeks to mirror the type of
6 interconnection arrangements that Embarq and other ILECs have determined
7 to be the most efficient and effective for the termination of emergency calls.
8 It is my understanding that the FCC has determined that any arrangements
9 between neighboring ILECs for the mutual exchange of traffic are considered
10 technically feasible arrangements for interconnection between CLECs and
11 ILECs. Effective competition with Embarq and other ILECs requires
12 interconnection on terms and conditions that are as favorable as the ILEC
13 offers to neighboring ILECs or itself. There is no reason for 911/E911 calls to
14 be delivered to any tandem other than the relevant selective router/911 tandem
15 that is connected to the PSAP for the geographic area in which the 911/E911
16 call was originated. Where Embarq serves as the selective routing provider it
17 has routinely designated the location of its selective routing access ports as the
18 POI for telecommunications entities seeking to gain access to the 911 services
19 Embarq is providing to PSAPs.

20 **Q: WHEN EMBARQ IS THE DESIGNATED PROVIDER OF 911/E911**
21 **SERVICES IN A PARTICULAR JURISDICTION, WHAT**
22 **INTERCONNECTION ARRANGEMENT DOES INTRADO COMM**
23 **SEEK TO IMPLEMENT?**

1 **A:** In geographic areas in which Embarq has been designated as the 911/E911
2 service provider, Intrado Comm seeks to establish a POI on Embarq's network
3 for the termination of local exchange traffic and emergency calls originated by
4 Intrado Comm's end users and destined for Embarq's network. This can be
5 achieved by establishing a POI at Embarq's selective router/911 tandem or
6 utilizing a mid-span meet point. The selective router/911 tandem or any mid-
7 span meet point established by the Parties would be deemed to be on
8 Embarq's network and would be a technically feasible point of
9 interconnection. It is my understanding that Embarq bears the burden of
10 demonstrating the technical infeasibility of a particular method of
11 interconnection or access to the network at any individual point.

12 **Q: WHAT METHOD OF INTERCONNECTION IS AVAILABLE TO**
13 **INTRADO COMM FOR EXCHANGE OF NON-911 TRAFFIC?**

14 **A:** For non-911 traffic, Intrado Comm has the right to designate a single POI at
15 any technically feasible location on Embarq's network. Embarq is not
16 permitted to dictate the POIs that Intrado Comm may use to exchange traffic
17 with Embarq. In addition, each carrier is required to bear the costs of
18 delivering its originating traffic to the POI designated by the Intrado Comm.
19 Intrado Comm is not required, for example, to establish a POI at every tandem
20 in a LATA or every originating office connected to a tandem as Embarq's
21 proposed language requires.

1 *Issue 4(a): Should specific terms and conditions be included in the ICA for*
2 *inter-selective router trunking? If so, what are the appropriate terms and*
3 *conditions?*

4 *Issue 4(b): Should specific terms and conditions be included in the ICA to*
5 *support PSAP-to-PSAP call transfer with automatic location information (“ALI”)?*
6 *If so, what are the appropriate terms and conditions?*

7 **Q: WHY IS INTEROPERABILITY BETWEEN INTRADO COMM’S**
8 **NETWORK AND EMBARQ’S NETWORK CRITICAL TO MEETING**
9 **THE NEEDS OF CONSUMERS AND PUBLIC SAFETY?**

10 **A:** As in any competitive telecommunications market, interoperability between a
11 competitor’s network and the incumbent’s is needed to ensure customers of
12 each Party can make and receive calls seamlessly. With respect to 911
13 services, Embarq must ensure its network is interoperable with another
14 carrier’s network for the provision of 911 services. Interoperability ensures
15 selective router-to-selective router call transfers may be performed in a
16 manner that allows misdirected emergency calls to be transferred to the
17 appropriate PSAP, irrespective of 911 service provider, while still retaining
18 the critical caller location information associated with the call (*i.e.*, ALI).
19 Interoperability using the capabilities inherent in each 911 service provider’s
20 selective router and ALI database system enables call transfers to occur with
21 the ANI and ALI associated with the emergency call (*i.e.*, the information
22 needed by the public safety agency to respond to the caller’s emergency) to
23 remain with the voice communication when a call is transferred from one 911

1 service provider to the other. Failure to enable inter-selective router transfer
2 capability requires PSAPs to transfer calls over the PSTN to a local exchange
3 line at the PSAP, and the caller's ANI and ALI is lost. Sadly, although
4 technically feasible, Florida's ILECs have chosen to deny Florida consumers
5 and public safety agencies the ability for 911 transfers among their selective
6 routers, as well as other benefits from interoperable networks. Establishment
7 of inter-selective router trunking, as requested by Intrado Comm and
8 discussed further in my testimony, will ensure that PSAPs are able to
9 communicate seamlessly with each other and still receive the essential
10 ANI/ALI information. In addition, misdirected 911 calls can be quickly and
11 efficiently transferred to the appropriate PSAP. The interoperability currently
12 available on a limited basis between ILECs providing 911 services must be
13 made available to Intrado Comm when it offers a competing 911 service
14 product. Maintaining the same functionality available today is critical for
15 ensuring that PSAPs receive the full benefits of competition – next generation
16 911 services provided over IP-based technology – while continuing to receive
17 the minimum service available today. Neither the Commission, nor Congress
18 intended that the opening of markets to competition would result in less
19 functionality. The Parties' interconnection agreement should embrace
20 interoperability and the Intrado Comm proposed language will ensure the
21 public interest receives the benefits of interoperability.

22 **Q: ARE PROVISIONS FOR INTER-SELECTIVE ROUTING TRUNKS**
23 **APPROPRIATE FOR THE INTERCONNECTION AGREEMENT?**

1 **A:** The interconnection agreement serves as the framework for the
2 interconnection and interoperability of competing local exchange networks.
3 911 is a local exchange network and end users (*i.e.*, PSAPs) of the 911
4 network should be able to transfer 911 calls amongst themselves with full
5 functionality; regardless of who is the designated 911 service provider for the
6 911 caller. Much like any “traditional” telephone exchange service, a
7 subscriber can place calls to other subscribers without regard to who is the
8 service provider. PSAP subscribers are entitled to the same benefits in a
9 competitive environment. The best way to effectuate such seamless
10 interoperability is to include provisions requiring inter-selective router trunk
11 groups in the interconnection agreement.

12 **Q: IS A SEPARATE AGREEMENT NECESSARY TO IMPLEMENT**
13 **INTER-SELECTIVE ROUTER ARRANGEMENTS?**

14 **A:** While Intrado Comm agrees that E911 Customers and PSAPs should be
15 involved and advised of the inter-tandem functionality that is being deployed
16 between the Parties, Intrado Comm does not agree that formal written PSAP
17 approval is necessary before the deployment of inter-selective router trunks.
18 Each Party is responsible for its end user customers (*i.e.*, the E911 Customer
19 or PSAP) and can provide any information it deems appropriate, but there is
20 no need to include a provision in the interconnection agreement that requires
21 the Parties to obtain approval from end users as a prerequisite to deploying
22 inter-selective router trunking.

1 **Q: IN WHAT TYPES OF SITUATIONS WOULD INTER-SELECTIVE**
2 **ROUTER TRUNKING BE USED?**

3 **A:** Interoperability between 911 networks, such as that created by inter-selective
4 router call transfers, could mean the difference between saving a life or
5 property through the provision of voice and location data or an emergency
6 response disaster. Inter-selective router trunking enables PSAPs to
7 communicate with each other more effectively and expeditiously. Misdirected
8 calls can be quickly and efficiently transferred to the appropriate PSAP and
9 avail caller details that will improve public safety's ability to provide
10 accelerated emergency response. Full interoperability allows the ANI and
11 ALI associated with an emergency call (*i.e.*, the information needed by the
12 public safety agency to respond to the caller's emergency) to remain with that
13 communication when it is transferred to the other selective router and/or
14 PSAP. If the call is required to be re-routed over the PSTN, the caller's ANI
15 and ALI is lost and the valuable information needed to assist emergency
16 services personnel is unavailable. Maintaining the same functionality
17 available today that ILECs provide with 911/E911 services is critical for
18 ensuring PSAP end users continue to receive comparable service when
19 switching to enhanced, next-generation 911/E911 service providers like
20 Intrado Comm. These critical interconnections need to be geographically
21 diverse and redundant where technically feasible. The public benefit of such
22 diverse and redundant interconnections is also recognized by the FCC. It
23 specifically has inquired whether such arrangements should require redundant

1 trunks to each selective router and/or require that multiple selective routers be
2 able to route calls to each PSAP.

3 **Q: PLEASE EXPLAIN INTRADO COMM'S PROPOSED LANGUAGE**
4 **REGARDING TRUNKING REQUIREMENTS FOR INTER-**
5 **SELECTIVE ROUTER TRANSFERS.**

6 **A:** Intrado Comm's proposed language indicates that the Parties will deploy
7 inter-selective router trunking to enable call transfers between PSAPs
8 subtending Embarq's selective routers and PSAPs subtending Intrado Comm's
9 selective routers. Each Party must maintain grades of service quality on their
10 inter-selective router trunks and in their networks in accordance with industry
11 standards, and both Parties must ensure network designs support diversity,
12 redundancy, and reliability in accordance with state or local 911 rules when
13 deploying inter-selective router trunking. Embarq's proposed language
14 includes a limitation on inter-tandem switching, and Intrado Comm has
15 revised that language to clarify that those terms and conditions do not apply to
16 the inter-selective router transfer of 911/E911 calls. Intrado Comm also
17 modified Embarq's language to indicate that certain additional documentation
18 requirements of Embarq are not necessary from Intrado Comm for the
19 establishment of inter-selective router trunking.

20 **Q: PLEASE EXPLAIN INTRADO COMM'S PROPOSED LANGUAGE**
21 **REGARDING UPGRADES IN THE NETWORK THAT MAY AFFECT**
22 **INTER-SELECTIVE ROUTER TRANSFERS BETWEEN THE**
23 **PARTIES.**

1 **A:** Intrado Comm’s proposed language requires Embarq to notify Intrado Comm
2 if Embarq upgrades its selective routers or makes modifications that might
3 affect inter-selective routing capabilities. As interconnected co-carriers,
4 nearly any change made to Embarq’s network could affect the efficiency and
5 effectiveness of Intrado Comm’s network. Even if Embarq’s network changes
6 do not directly affect Intrado Comm, Intrado Comm must be notified of those
7 changes in order for Intrado Comm to determine whether new or additional
8 network architecture arrangements should be deployed. Efficiency in the
9 network benefits both Parties and public safety. In addition, to the extent
10 Embarq’s network modifications with respect to inter-selective router trunking
11 enables improved call transfer functionality for Intrado Comm and its
12 customers, Embarq should be required to provide notice to Intrado Comm of
13 that fact. Each Party should also be required to maintain appropriate updates
14 and routing translations for 911/E911 services and call transfers.

15 **Q: PLEASE EXPLAIN INTRADO COMM’S PROPOSED LANGUAGE**
16 **WITH RESPECT TO DIAL PLANS AND INTER-SELECTIVE**
17 **ROUTER TRUNKING.**

18 **A:** Dial plans are used to determine to which PSAP emergency calls should be
19 routed, based on the route number passed during the call transfer. Accurate
20 and up-to-date dial plans are necessary to ensure proper routing of emergency
21 call transfers is achieved and to avoid misdirected or dropped calls. Intrado
22 Comm’s proposed language requires each Party to alert the other Party when
23 changes are made to dial plans that might affect call transfers, so emergency

1 call transfers are assured to route to the appropriate PSAP. Intrado Comm
2 understands that Embarq exchanges dial plan information with other providers
3 of 911/E911 services and seeks the same information sharing arrangements
4 Embarq provides to other similarly situated providers.

5 **Q: WHY SHOULD INTRADO COMM'S PROPOSED LANGUAGE FOR**
6 **INTER-SELECTIVE ROUTING TRUNKING BE ADOPTED?**

7 **A:** Embarq has established inter-selective router trunking within its own network
8 and with other providers of 911/E911 services. Intrado Comm is seeking the
9 same types of architectural network arrangements that Embarq provides for its
10 own PSAP customers, and performs for itself and other 911/E911. Embarq
11 should be required to implement inter-selective router transfers with Intrado
12 Comm and other competitive 911 providers so that Florida PSAPs choosing
13 Intrado Comm as their designated 911/E911 service provider may have the
14 benefits of this interconnection.

15 *Issue 5: Should the interconnection agreement include the terms and*
16 *conditions under which Embarq orders services from Intrado Comm? If so, what*
17 *are the appropriate terms and conditions?*

18 **Q: PLEASE EXPLAIN INTRADO COMM'S PROPOSED LANGUAGE**
19 **REGARDING THE PROCESS FOR EMBARQ ORDERING**
20 **SERVICES FROM INTRADO COMM.**

21 **A:** While Embarq's proposed language contains detailed provisions setting forth
22 the process for Intrado Comm to order services and facilities from Embarq,
23 the language does not address how Embarq will order services from Intrado

1 Comm. As co-carriers, both Parties will be purchasing services from the other
2 and thus each Party should be aware of the process to order services and
3 facilities from the other. Intrado Comm has therefore included language
4 addressing its ordering process in the interconnection agreement.

5 *Issue 6(a): What terms and conditions should be included in the ICA to address*
6 *access to 911/E911 database information when Embarq is the Designated 911/E911*
7 *Service Provider?*

8 *Issue 6(b): What terms and conditions should be included in the ICA to address*
9 *access to 911/E911 database information when Intrado Comm is the Designated*
10 *911/E911 Service Provider?*

11 **Q: PLEASE EXPLAIN WHY EMBARQ MUST WORK WITH INTRADO**
12 **COMM AS IT DOES WITH OTHER PROVIDERS TO UPLOAD**
13 **INFORMATION INTO THE 911/E911 DATABASES.**

14 **A:** It is my understanding that the FCC's rules require Embarq to provide Intrado
15 Comm with nondiscriminatory access to Embarq's 911 and E911 databases on
16 an unbundled basis. While Embarq's language reflects that fact, it does not
17 acknowledge Embarq's requirements to provide Intrado Comm access to
18 Embarq's 911 and E911 databases when either Embarq *or* Intrado Comm has
19 been chosen as the designated 911/E911 service provider. In situations where
20 Intrado Comm is the designated 911/E911 provider, other carriers will input
21 their customers' information into Intrado Comm's database. Intrado Comm
22 has therefore proposed language that would allow Embarq to access Intrado
23 Comm's 911 and E911 databases. Intrado Comm has also included language

1 requiring both Parties to work together as co-carriers to quickly and accurately
2 upload end user record information into the relevant databases while
3 maintaining the confidentiality of the data.

4 **Issue 7:** *Should 911/E911 Service calls be included in the type of traffic to be*
5 *exchanged by the Parties over local interconnection trunks?*

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

7 **A:** 911 Service and E911 Service calls should be included in the types of traffic
8 to be exchanged by the Parties over local interconnection trunks. These calls
9 should be treated like any other telephone exchange service.

10 **Issue 8:** *What are Embarq's obligations to build out transport facilities?*

11 **Q: PLEASE EXPLAIN HOW THE PARTIES WOULD IMPLEMENT A**
12 **MID-SPAN MEET POINT ARRANGEMENT IF INTRADO COMM**
13 **REQUESTED TO UTILIZE THAT METHOD OF**
14 **INTERCONNECTION.**

15 **A:** If the Parties were to interconnect using a mid-span meet point, the Parties
16 would negotiate a point at which one carrier's responsibility for service ends
17 and the other carrier's begins and each Party would pay its portion of the costs
18 to reach the mid-span meet point. It is my understanding that the FCC has
19 determined that both the ILEC and the new entrant "gains value" from the use
20 of a mid-span meet to exchange traffic and thus each Party to the arrangement
21 should bear its portion of the economic costs of the arrangement. Each carrier
22 is required to build to the mid-span meet point even if the ILEC is required to

1 build out facilities to reach that point. Intrado Comm's proposed language
2 reflects these concepts.

3 **Issue 13:** *Should the term "designated" or the term "primary" be used to*
4 *indicate which Party is serving the PSAP or municipality?*

5 **Q: SHOULD THE TERM "DESIGNATED" OR THE TERM "PRIMARY"**
6 **BE USED TO INDICATE WHICH PARTY IS SERVING THE PSAP**
7 **OR MUNICIPALITY?**

8 **A:** Use of the terminology "designated" is more appropriate in the
9 interconnection agreement. The term "primary" implies that there is a
10 "secondary" provider, which may not be the case. Moreover, the use of the
11 term "primary" may be confused with the use of the term "primary PSAP" as
12 defined by the National Emergency Number Association ("NENA"), which
13 refers to an entirely different concept.

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

15 **A:** Yes.

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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.

REBUTTAL TESTIMONY OF THOMAS W. HICKS

May 28, 2008

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

A: My name is Thomas W. Hicks. My business address is 1601 Dry Creek Drive, Longmont, CO, 80503. I am employed by Intrado Inc. as Director - Carrier Relations. I also serve as the Director – Carrier Relations for Intrado Inc.’s telecommunications affiliate, Intrado Communications Inc. (“Intrado Comm”), which is certified as a competitive local exchange carrier (“CLEC”) in Florida.

Q: PLEASE DESCRIBE YOUR RESPONSIBILITIES FOR INTRADO COMM.

A: I am responsible for Intrado Comm’s carrier relations with incumbent local exchange carriers (“ILECs”), such as Embarq Florida Inc. (“Embarq”), CLECs, wireless providers, and Voice over Internet Protocol (“VoIP”) providers.

Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?

1 A: The purpose of my testimony is to explain Intrado Comm's position on the
2 following unresolved issues: Issue 1(a), (b), and (d); Issue 3(a) and (b); Issue
3 4(a), (b), and (c); and Issue 5(a) and (b).

4 *Issue 1(a): What service(s) does Intrado Comm currently provide or intend to*
5 *provide in Florida?*

6 Q: **DOES EMBARQ'S REPRESENTATION OF SCENARIOS 1**
7 **THROUGH 3 ACCURATELY REPRESENT THE INTRADO COMM**
8 **COMPETITIVE 911 SERVICE OFFERING?**

9 A: Embarq's technical depiction of the scenarios is accurate, however the
10 testimony characterizing the scenarios as separate, non-related, and distinct
11 occurrences is misleading at best. The Intrado Intelligent Emergency
12 Network (IEN)[®] is best described as a competitive local exchange service that
13 is purchased by public safety answering points ("PSAPs") so as to receive,
14 process, and respond to calls to 911 placed by consumers of traditional dial
15 tone services, wireline and wireless, as well as emerging IP-based
16 communication services. The introduction and deployment of an advanced
17 E911 system will require interconnection and interoperability with existing
18 E911 systems which are provided by the ILEC. This includes interoperability
19 amongst PSAPs served by competing Selective Router providers.
20 Furthermore, as both Intrado Comm and Embarq are authorized to provide
21 local exchange services to end users, there will be a mutual exchange of E911
22 traffic when each Party is designated as an E911 Service provider. It is
23 immaterial if Intrado Comm is providing local dial tone services in its E911

1 tariff offering; Intrado Comm is authorized to provide such services and any
2 terms and conditions of a 251 interconnection agreement should reflect that
3 ability. Embarq's Scenario 1, where Embarq is the designated E911 service
4 provider and Intrado Comm will pass E911 traffic and database information,
5 is appropriate for a 251 interconnection agreement. Scenario 2, which
6 Embarq states is not appropriate for a 251 agreement, merely reflects the
7 reciprocal side of a mutual exchange of E911 traffic when Intrado Comm has
8 been designated the E911 service provider and therefore is appropriately
9 addressed in the context of a 251 agreement. Lastly, Scenario 3 is the
10 interconnection required to make competing local exchange 911 networks
11 interoperate without a degradation of service that may ensue when
12 competitive entrants roll out services. The FCC clearly understood that
13 network interoperability of competing local exchange networks is a keystone
14 of the Telecommunications Act of 1996. Scenario 3 is appropriately
15 addressed in the context of a 251 agreement because it goes to the heart of
16 making competing E911 networks interoperable for the benefit of consumers.
17 Therefore, it is apparent that each of Embarq's self described scenarios are in
18 reality inter-related and inter-dependent events that are properly addressed by
19 a 251 interconnection agreement.

20 **Q: WHERE DOES SUBSEQUENT TESTIMONY SUPPORT INTRADO**
21 **COMM'S POSITION THAT EMBARQ DOESN'T UNDERSTAND**
22 **THE CONCEPT OF A COMPETITIVE E911 SERVICES PROVIDER?**

1 **A:** Mr. Maples' various descriptions of how carriers provide E911 Services is
2 confusing and inconsistent. Mr. Maples testimony on page 4 states once an
3 entity like Embarq or Intrado Comm receives a contract to provide E911
4 services that entity has a monopoly. Moving on to page 6, in his description
5 of associated exhibits, Mr. Maples discusses how two providers of E911
6 services are "co-providers" of services who are not in competition with each
7 other but instead have "primary" and "secondary" responsibilities to PSAPs.
8 This totally contradicts the previous statement about an entity having
9 monopoly status when it wins a contract to provide E911 Services. Then, on
10 page 7, Mr. Maples reverts back to his assertion of a sole source monopoly
11 provider when Intrado Comm is designated as the E911 Services provider.
12 Page 20 finds Mr. Maples reverting to the non-competing "co-provider"
13 arrangement that allows multiple providers to serve a PSAP but stating this
14 arrangement is in place at the behest of PSAPs wishing to back each other up.
15 Maples later states on page 33 these types of "co-provider" arrangements, put
16 in place based on PSAP requests to have PSAP to PSAP interoperability, are
17 not between competing E911 Service providers. Further muddying the
18 descriptive waters is Maples' testimony on page 35 where he confuses
19 Embarq, as a provider of local exchange dial tone services, needing to
20 interconnect to Intrado Comm where Intrado Comm has been designated the
21 E911 Service provider. He is claiming there is no sense of multiple providers
22 operating within the same serving area at the same time. This description
23 implies his original contention that 911 services are only offered to PSAPs in

1 a monopoly serving arrangement. Page 41 reflects a return to PSAPs being
2 served by two companies and paying both companies for service. Finally, on
3 page 22 in his testimony with supporting testimony on page 44, Mr. Maples
4 offers a final dizzyingly confounding justification for Embarq's unilateral
5 decision to use its existing Selective Routers to "call sort" 911 traffic from
6 Embarq end offices destined for PSAPs served by different 911 systems,
7 which refutes its earlier assertion that tandem to tandem interoperability is
8 only deployed at the behest of PSAPs. The testimony on page 22 asserts
9 trunking each Embarq end office to an Embarq Selective Router and then
10 sending the call to Intrado Comm's tandem via inter-Selective Router trunks
11 is "more efficient for Embarq" but it makes no mention of PSAP preferences.
12 It is evident by this "fluid" shifting point of view that Embarq does not
13 understand the services Intrado Comm intends to deploy. Mr. Maples lack of
14 understanding regarding the services offered by Intrado Comm is further
15 evidenced by his inability to discern between services offered by Intrado
16 Comm and its parent company, Intrado Inc.

17 **Q: PLEASE EXPLAIN WHY INTRADO COMM STATES EMBARQ IS**
18 **UNABLE TO DISCERN BETWEEN INTRADO COMM OFFERINGS**
19 **AND THE OFFERINGS OF INTRADO INC.**

20 **A:** Mr. Maples' explanation of E911 call flows for wireline, wireless, and VoIP
21 service providers concludes with a statement of how these carriers can
22 purchase services from Intrado Comm in a wholesale arrangement which
23 would be used to deliver the calls to the Embarq E911 network. However, the

1 wholesale services he described are currently sold by Intrado Inc to wireline,
2 wireless, and VoIP providers and are not intended to replace the current E911
3 infrastructure maintained by ILECs such as Embarq. These services are not
4 the competitive services for which Intrado Comm is seeking interconnection
5 with the incumbent.

6 It is obfuscation on the part of Embarq to introduce these wholesale
7 offerings of Intrado Inc. as proof that Intrado Comm does not need 251
8 interconnection. Intrado Comm will provide competitive E911 Services that
9 will be sold as retail services to PSAPs in competition with the retail services
10 Embarq currently offers to PSAPs pursuant to tariff as regulated services.
11 These retail, local exchange network telecommunications services are no
12 different than the types of local network services other CLECs offer to their
13 customers and for which they are entitled to Section 251 interconnection with
14 the ILECs. Embarq's effort to confuse Intrado Inc's wholesale services with
15 Intrado Comm's retail services can only be to deter competition in marketing
16 retail E911 services to PSAPs.

17 **Q; ARE INTRADO COMM'S INTRODUCTION OF COMPETITIVE E911**
18 **SERVICE OFFERINGS REALLY THAT SIMILAR TO THE**
19 **COMPETITION OF SERVICES IN THE DIAL TONE MARKET?**

20 **A:** Yes. The Intrado Comm E911 Services are analogous the services Embarq
21 markets to PSAPs via its E911 tariff for Florida. Intrado Comm is therefore a
22 competitive provider in the Embarq territory. Currently, all PSAPs served by
23 an Embarq router have the ability to transfer calls among each other without

1 having to request any unique “peering arrangement” as described by Embarq
2 in its testimony. Should any of Embarq’s PSAP customers served by a
3 specific Selective Router choose to take to Intrado Comm’s competitive E911
4 Services they would lose this transfer ability absent any interoperability
5 between the two competing networks. PSAPs who have a choice amongst
6 competing E911 Service providers, much like consumers who have choices in
7 the local dial tone market, should have the ability to complete and receive
8 calls from each other. Competing carriers establish such interoperability
9 amongst themselves not through commercial agreements but instead rightfully
10 utilize the constructs of the federal Telecommunications Act of 1996. Section
11 251 interconnection is also the proper framework for competing local
12 exchange providers to establish interconnection for the mutual exchange of
13 traffic. Both Intrado Comm and Embarq have the requisite authority to offer
14 not only E911 Services but traditional dial tone services. Therefore, parties
15 will have to establish the means to not only exchange transferred 911 calls
16 amongst their respective PSAPs but also have a mutual exchange of 911
17 traffic from their respective dial tone end users when both are operating within
18 the same rate center or exchange areas.

19 ***Issue 1(b): Of the services identified in (a), for which, if any, is EMBARQ***
20 ***required to offer interconnection under Section 251(c) of the Telecommunications***
21 ***Act of 1996?***

1 **Q: WHY ISN'T A PEERING ARRANGEMENT BETWEEN INTRADO**
2 **COMM AND EMBARQ A MORE APPROPRIATE VEHICLE FOR**
3 **OBTAINING THE INTERCONNECTION INTRADO COMM NEEDS?**

4 **A:** Peering arrangements are typically used between non-competing 911/E911
5 providers located in adjacent territories. Rather, Intrado Comm is going to
6 actively sell a competing 911/E911 service in Embarq's Florida serving area.
7 Section 251 interconnection was developed for competitors operating in the
8 same geographic area rather than non-competitors operating in adjacent
9 territories.

10 **Q: ARE YOU AWARE OF HOW THE FCC DEFINES**
11 **"INTERCONNECTION"?**

12 **A:** While I am not a lawyer, I understand that the FCC has defined
13 "interconnection" as the linking of two networks for the mutual exchange of
14 traffic.

15 **Q: DOES THE ARRANGEMENTS INTRADO COMM SEEKS TO**
16 **IMPLEMENT WITH EMBARQ FIT WITHIN THAT DEFINITION?**

17 **A:** Yes. Intrado Comm seeks to link its network with Embarq's network for the
18 mutual exchange of traffic between the Parties' end users.

19 **Q: DO INTRADO COMM'S PROPOSED EDITS TO THE EMBARQ**
20 **INTERCONNECTION AGREEMENT UNFAIRLY SHIFT COSTS TO**
21 **EMBARQ AND IS INTRADO COMM "GAMING THE SYSTEM" AS**
22 **TESTIFIED BY EMBARQ?**

1 **A:** The answer to both of the questions is a firm and resolute no. In fact, it can be
2 inferred that it is Embarq that is actually gaming the system by its continued
3 insistence to meld together Embarq's responsibilities, as a provider of dial
4 tone services, to provide end users access to E911 Systems and Embarq's
5 responsibilities to PSAPs as a provider of E911 services. These are two
6 separate sides and distinct service for Embarq. Introduction of competition
7 into the E911 Services arena will enable the introduction of new and highly
8 valuable services to not only the PSAPs but to emergency responders, law
9 enforcement, and consumers.

10 Mr. Maples' testimony clearly sets out the demarcation point between
11 the responsibilities of CLECs, wireless, carriers, and VoIP providers when
12 providing their respective end users access to E911 Services. He makes
13 numerous references to the King County decision and extrapolates from that
14 ruling the demarcation point for all dial tone equivalency providers. The
15 exact same demarcation point should also rightfully apply to Embarq.
16 However, because Embarq mistakenly asserts it should continue to recover
17 costs from PSAPs served by Intrado Comm for the delivery of Embarq end
18 user 911 calls to the Intrado Comm E911 system. Similarly Embarq also
19 improperly is seeking to recover costs from Intrado Comm-served PSAPs for
20 submission of subscriber data used to create E911 ALI records. Neither of
21 these attempts to charge PSAPs are appropriate once Intrado Comm is the
22 network provider to those PSAPs.

1 **Q: EMBARQ CLAIMS IT WOULD BE CREATING THE ALI RECORDS**
2 **WHEN INTRADO COMM IS THE DESIGNATED E911 SERVICES**
3 **PROVIDER. SHOULDN'T THEY BE ENTITLED TO COST**
4 **RECOVERY IF THEY PERFORM THIS ACTIVITY?**

5 **A:** Embarq's assertions regarding the creation of ALI records on pages 42-43 are
6 not correct. When Intrado Comm serves as the E911 Services provider
7 Intrado Comm is the entity creating the ALI record provided to the PSAP in
8 conjunction with the E911 calls delivered by Intrado Comm to such PSAPs.

9 As a part of its normal business operations, Embarq extracts certain
10 subscriber data from their internal systems as a part of the provisioning of
11 local dial tone to its customers. This data is formatted into an industry
12 recognized NENA recommended format and then submitted to Intrado Comm
13 for the creation of E911 call routing databases and ALI subscriber records.
14 This extraction process is done by every other local provider, wireless, CLECs
15 and VoIP providers alike, who do not receive compensation from the PSAPs
16 for this activity as it is an activity associated with the provisioning of dial tone
17 services and not E911 services. To insist that Embarq has a right to bill
18 PSAPs served by Intrado Comm for ALI via the Embarq E911 tariff is truly
19 an example of Embarq gaming the system. There is no justification for
20 Embarq to be compensated for ALI when no other local carrier is being
21 compensated for creating and providing the underlying network information
22 that ultimately goes into Intrado Comm's provisioning of ALI services to its
23 PSAP customers. As the Commission determined in the recent declaratory

1 statement, the PSAPs are not required to pay for services they do not request
2 or receive from the ILECs.

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

4 **Q: WHAT RATES FOR INTRADO COMM SERVICES SHOULD**
5 **APPEAR IN THE ICA AND WHAT ARE THE APPROPRIATE**
6 **RATES?**

7 **A:** Intrado Comm has proposed rates to govern Embarq's interconnection to
8 Intrado Comm's Intelligent Emergency Network®, such as port termination
9 charges. The charges proposed by Intrado Comm are similar to the entrance
10 facility and port charges imposed by Embarq on competitors for
11 interconnection to Embarq's network. A copy of Intrado Comm's proposed
12 rates are attached as Exhibit No. _____, Hicks Rebuttal TH-7.

13 *Issue 3(a): What trunking and traffic routing arrangements should be used for*
14 *the exchange of traffic when Intrado Comm is the designated 911/E911 Service*
15 *Provider?*

16 *Issue 3(b): What trunking and traffic routing arrangements should be used for*
17 *the exchange of traffic when Embarq is the designated 911/E911 Service Provider?*

18 **Q: WHAT TRUNKING AND TRAFFIC ROUTING ARRANGEMENTS**
19 **SHOULD BE USED FOR THE EXCHANGE OF TRAFFIC WHEN**
20 **INTRADO COMM HAS BEEN DESIGNATED BY THE**
21 **GOVERNMENTAL AUTHORITY TO PROVIDE 911/E911 SERVICES?**

22 **A:** The optimal way for carriers to route their traffic to the appropriate 911
23 provider is to establish direct and redundant trunk configurations from ILEC

1 originating offices to multiple, diverse 911 network access points. This would
2 require the carrier to sort its calls at the originating switch, and deliver the
3 calls to the appropriate 911 routing system over diverse and redundant
4 facilities (this technique is known as “Line Attribute Routing”). This trunk
5 and transport configuration minimizes the switching points, which reduces the
6 potential for failure arising from the introduction of additional switching
7 points into the call delivery process. Also, should one path be unable to
8 complete the call, the presence of an alternative diverse facility greatly
9 enhances the ability for the emergency call to be delivered to the PSAP.

10 **Q: IS LINE ATTRIBUTE ROUTING TECHNICALLY FEASIBLE?**

11 **A:** Yes. Through synchronization of the Master Street Address Guide (“MSAG”)
12 and building appropriate tables in Embarq’s digital end offices, accurate Line
13 Attribute Routing is technically feasible.

14 **Q: IS INTRADO COMM ASKING EMBARQ TO CHANGE ITS ENTIRE**
15 **911 NETWORK TO ACCOMMODATE INTRADO COMM’S**
16 **PREFERENCE TO USE “LINE ATTRIBUTE ROUTING” TO ROUTE**
17 **TRAFFIC?**

18 **A:** No. Intrado Comm is simply requesting that when Intrado Comm is
19 designated as the local PSAP’s 911 network provider for an area containing
20 Embarq end users, that the affected end user’s 911 calls are forwarded to
21 Intrado Comm on direct, dedicated 911 trunks. This is no different than how
22 Embarq currently routes traffic when it or another ILEC serves as the E911
23 network provider. However, where a portion of an end office is served by

1 PSAPs hosted by separate wireline E911 networks, Intrado Comm is
2 requesting that the necessary sorting of the calls to determine which wireline
3 E911 network is to receive the call be performed at the end office through the
4 use of the caller's line attributes, rather than inserting a second stage of
5 switching at another central office.

6 **Q: IF THE FLORIDA COMMISSION DETERMINES EMBARQ MAY**
7 **USE ITS EXISTING SELECTIVE ROUTERS TO PERFORM "CALL**
8 **SORTING" FUNCTIONS IN LIEU OF LINE ATTRIBUTE ROUTING,**
9 **SHOULDN'T EMBARQ GET COST RECOVERY FROM THE PSAPS**
10 **WHO RECEIVE 911 CALLS FROM THE SORTED END OFFICES?**

11 **A:** No. The establishment of call routing from a switch or end office over a
12 particular trunk group to an E911 selective router is clearly on the local
13 exchange service provider's side of the demarcation point. Delivery of a call
14 to the appropriate E911 selective router is a local exchange service function of
15 providing access to the E911 Network. Delivery of the E911 call to the
16 appropriate PSAP and the delivery of caller associated location information is
17 part of the E911 services provided to the PSAP by its network providers, not
18 access to E911 Services that a caller's local service provider makes available
19 to that caller. The delivery of a 911 call to the appropriate E911 selective
20 router, whether it be by Line Attribute Routing or call sorting via a central
21 office running an E911 Selective Router application, is still access to E911
22 services for the benefit of end user subscribers, and, the costs of delivery to
23 the selective router should be borne by that subscriber's local service provider

1 and recovered its subscribers just as it is done by CLECs, VoIP, and wireless
2 carriers.

3 Even if the Commission concurred with Embarq's assertions that Line
4 Attribute Routing is too onerous and costly for Embarq to deploy and
5 continued to allow Embarq to "call sort" with its central offices running a
6 selective routing application, it would still be inappropriate for Embarq
7 to charge Intrado Comm or its PSAPs. Allowing Embarq to recover costs
8 from PSAPs for this "call sorting" arrangement would give Embarq
9 preferential treatment over CLECs and other local service providers (wireless
10 and VoIP) while subsidizing a technologically inefficient provisioning system
11 that has not fundamentally changed since the advent of competition in the
12 local exchange service market.

13 **Q: WHY DO YOU THINK EMBARQ IS OPPOSED TO USING LINE**
14 **ATTRIBUTE ROUTING?**

15 **A:** In his condemnation of Line Attribute Routing, Mr. Maples indicates the
16 problems it would cause Embarq. Every issue he mentions has to do with the
17 provisioning of local exchange dial tone service and the ability to deliver each
18 call to the appropriate E911 selective router. Embarq's immediate inability to
19 support Line Attribute Routing has its roots in Embarq's initial E911 network
20 design in a monopoly environment. In that environment, there would be no
21 need to segregate end office traffic because E911 was a "closed loop" system
22 - - Embarq would provide E911 services to PSAPs who served Embarq end
23 office subscribers. Therefore, there was no need to sort calls between E911

1 systems on the other hand, in a competitive environment CLECs and other
2 local service providers often serve larger geographic areas with a single
3 switch. Consequently a CLEC switch may need to support 911 call delivery
4 to different E911 selective routers – for example there are four in the South
5 Florida LATA. Thus, competitive local providers much integrate the Master
6 Street Address Guide into their provisioning systems so as to allow for the
7 ability to assign line attributes for Line Attribute Routing. Embarq posits that
8 PSAPs who choose Intrado Comm should pay Embarq to sustain these
9 inefficient provisioning processes when no other local carrier does this. The
10 reality is this is the way it is going to have to be as further competition is
11 introduced in the local network by Intrado Comm and other providers.
12 Embarq is entitled to design its network as it wants, but it should bear the cost
13 of its inefficient design.

14 **Q; WHAT ABOUT EMBARQ’S CONTENTION IT SHOULD BE**
15 **COMPENSATED FOR USING ITS SELECTIVE ROUTER TO SERVE**
16 **AS AN AGGREGATOR AND CALL SORTER FOR EMBARQ END**
17 **OFFICE TRAFFIC?**

18 **A:** Intrado Comm does not recommend the use of the Selective Router to serve as
19 a call sorter to segregate end-office traffic destined for different E911 Services
20 providers. Intrado Comm advocates the use of some type of line attribute
21 routing that segregates the traffic at the end office. This minimizes potential
22 points of failure in both the switching of the call as well as the transport
23 circuit design. Should the Commission determine that Embarq may elect to

1 use the existing Embarq Selective Routers to segregate end office traffic
2 destined for different E911 systems, then Embarq should not be allowed to
3 recover this cost from a PSAP served by a competitor. This is because the
4 Selective Router providing services to the PSAP, not the Selective Router
5 serving as a call segregator, should be considered the demarcation point for
6 cost recovery purposes. Embarq is obliged to do this as a legal obligation to
7 provide its end users access to E911 services. This is supported by Embarq's
8 own testimony regarding the description of E911 Services and the use of the
9 Selective Router as the demarcation between the PSTN and the E911 network.
10 To "project" E911 Services function on the Embarq Selective Router when it
11 is functioning in lieu of class marking so as to continue to have PSAPs
12 subsidize local dial tone provisioning is disingenuous on the part of Embarq.
13 In a competitive dial tone market CLECs do not get cost recovery from
14 PSAPs for the submission of subscriber data to E911 Database Management
15 Systems; for E911 database error investigation, correction, and re-submission
16 to E911 Database Management Systems; for end office segregation of end
17 user 911 traffic destined for different E911 systems; and for delivery of voice
18 and ANI to an E911 Selective Routers. Embarq should not be allowed to
19 "game the system" by imposing E911 tariff rates for these local dial tone
20 responsibilities.

21 **Q: IS EMBARQ'S PROPOSED ALTERNATIVE INTERCONNECTION**
22 **METHOD TO INTRADO COMM ON PAGE 22 OF MAPLES'**
23 **TESTIMONY A SOUND METHOD TO USE INSTEAD OF INTRADO**

1 **COMM'S RECOMMENDED INTERCONNECTION**
2 **CONFIGURATION OF INDIVIDUAL AND IDENTIFIABLE TRUNK**
3 **GROUPS?**

4 **A:** No. This alternative offering has major drawbacks should the Embarq router
5 fail or there be a facility failure between Embarq and Intrado Comm.
6 Embarq's alternative method recommends all Embarq end offices currently
7 trunked to Embarq routers remain trunked to Embarq routers and then Embarq
8 will establish a single connection to Intrado Comm's E911 System. This
9 proposed alternative is rife with potential failure points and therefore is not the
10 optimal configuration for E911 purposes. The first major failure point is the
11 Embarq Selective Router. Running all Embarq end offices through the
12 Embarq Selective Router now introduces a single point of failure for 911
13 traffic originating from Embarq End Offices. If the Embarq Selective Router
14 fails then end user 911 calls destined for Embarq served PSAPs as well as
15 Intrado Comm served PSAPs would never be processed, and Embarq end
16 users dialing 911 would receive a re-order or all circuits busy messages.
17 However, if the Embarq end offices segregated the 911 traffic at the
18 originating source and sent the calls out separate trunk groups, one to Embarq
19 for Embarq destined PSAPs and one to Intrado Comm for Intrado Comm
20 destined PSAPs, then failure of the Embarq router would only impact the
21 Embarq end users who are served by a single Embarq router for E911. The
22 Intrado Comm destined traffic, if interconnected as Intrado Comm
23 recommends to a minimum of two diverse points, would not experience such

1 a failure as Intrado Comm's E911 system shall be supported by 3
2 geographically diverse and redundant routers. Embarq's recommendation of a
3 single connection from the Embarq Router to the Intrado Comm E911
4 network poses another single point of failure should that facility between the
5 systems be compromised. Intrado Comm's E911 design with a minimum of
6 two points of interconnection and individual trunk groups from each end
7 office served by Intrado Comm's PSAPs is in accordance with NRIC best
8 practices and NENA recommended guidelines for Default Routing. Please
9 see attached Exhibit No. ____, Hicks Rebuttal TH-8.

10 **Q: WHAT DOES INTRADO COMM MEAN BY THE TERM**
11 **"DESIGNATED" WHEN REFERRING TO THE ENTITY SERVING**
12 **THE PSAP OR MUNICIPALITY?**

13 **A:** The term "designated" refers to the certificated telecommunications provider
14 that has been chosen by the PSAP or municipality to be the provider of
15 911/E911 services or of ANI, ALI, and Selective Routing from the 911/E911
16 selective router (or its functional equivalent) to the PSAP.

17 **Q: SHOULD THE TERM "DESIGNATED" OR THE TERM "PRIMARY"**
18 **BE USED TO INDICATE WHICH PARTY IS SERVING THE PSAP**
19 **OR MUNICIPALITY?**

20 **A:** Use of the term "designated" is more appropriate in the interconnection
21 agreement. The term "primary" implies that there is a "secondary" provider.
22 Moreover, the use of the term "primary" may be confused with the use of the

1 term “primary PSAP” as defined by NENA, which refers to an entirely
2 different concept.

3 **Q: WHY IS THE TERM “DESIGNATED” MORE APPROPRIATE?**

4 **A:** In a competitive 911 market, a PSAP has the right to chose or designate the
5 entity from which it seeks to purchase 911/ E911 services. This is similar to
6 presubscription. A PSAP picks a carrier to provide its network service. For
7 example, a PSAP might designate different 911 network services providers,
8 for example one carrier for wireline 911/E911 calls and another carrier for
9 wireless 911/ E911 calls. Whether a PSAP “presubscribes” to a single,
10 competitive 911 service provider or presubscribes to two, one for wireline and
11 one for wireless, there is no “secondary” 911/ E911 services provider.

12 **Q: IN YOUR VIEW, WHY DOES EMBARQ SEEK TO USE THE TERMS**
13 **“PRIMARY/SECONDARY” RATHER THAN DESIGNATED?**

14 **A:** The concept of a “secondary” provider is a Hobson’s choice scenario
15 attributable to the ILEC that is reluctant to cede control of its end user 911
16 calls to a competitive provider. The incumbent desires to leverage the fixed
17 asset of its selective router to sort end user 911/E911 calls between its
18 911/E911 system and a competitor’s system. The incumbent refers to this as a
19 “secondary” provider to justify continuing to charge the rates set forth in its
20 E911 tariff for selective routing to PSAPs who may switch to a competitive
21 provider like Intrado Comm. Optimally, in a competitive 911/E911 market,
22 each voice provider should implement within its *local exchange dial tone*

1 *provisioning processes* the ability to sort 911/E911 and deliver calls from the
2 originating office to the appropriate 911/E911 service provider.

3 **Q: IS A 911/E911 SERVICE PROVIDER’S ABILITY TO BILL FOR**
4 **CERTAIN SERVICES DETERMINED BY WHETHER IT IS A**
5 **“PRIMARY” PROVIDER OR “SECONDARY” PROVIDER?**

6 **A:** An ILEC should not be entitled to charge a PSAP for services that have not
7 been ordered. Accordingly, when Intrado Comm has been designated to serve
8 as the 911 service provider, the ILEC should not be entitled to charge the
9 PSAP for selective routing services, ALI services, and/or data base
10 management services. The ILEC is no different than any other local exchange
11 carrier and/or telecommunications service provider (*i.e.*, CMRS, CLEC, VoIP
12 service provider, MLTS provider, etc.). As all other providers receive no cost
13 recovery from an PSAP for any investment necessary to sort 911 call traffic to
14 determine which selective router to route the call to, an ILEC should not be
15 entitled to recover its costs for sorting 911 traffic whether accomplished via
16 Line Attribute Routing or via the use of a second stage of switching using a
17 selective routing application to sort and forward the 911 calls. This is
18 consistent with the Commission’s recent decision “The law is clear that
19 telecommunications companies may not charge for services they do not
20 provide.”

21 ***Issue 5(a): Should specific terms and conditions be included in the ICA for***
22 ***inter-selective router trunking? If so, what are the appropriate terms and***
23 ***conditions?***

1 *Issue 5(b): Should specific terms and conditions be included in the ICA to*
2 *support PSAP-to-PSAP call transfer with automatic location information (“ALI”)?*
3 *If so, what are the appropriate terms and conditions?*

4 **Q: DO INTRADO COMM’S PROPOSED TERMS AND CONDITIONS**
5 **FOR DEPLOYMENT OF INTER-SELECTIVE ROUTER TRUNKS**
6 **UNFAIRLY SHIFT COSTS TO EMBARQ?**

7 **A:** No. The ubiquitous and unconditional deployment of inter-selective router
8 trunks is a natural requirement when interconnecting competing E911
9 systems. Intrado Comm understands there are costs associated with the
10 deployment of this functionality and, as a competitive E911 services provider,
11 is prepared to attribute those costs to overhead as a part of doing business in a
12 competitive E911 market. Inter-selective router trunks are a key element in
13 interoperability of competing E911 networks so the PSAP’s end user callers
14 will have a comparable level of service functionality that it has in today’s
15 ILEC monopoly model. Look at the processes and functionality Embarq and
16 CLECs had to deploy to assure the comparable level of service when the local
17 exchange market shifted from a monopoly service provider to a competitive
18 model. Competitive entrants had to deploy processes associated with Local
19 Number Portability (“LNP”) and hot cuts so subscribers could have the same
20 user experience when changing local exchange service providers. Congress
21 and the FCC wisely understood that the ILEC would not voluntarily make
22 migration to competitive service providers a smooth and easy transition.
23 Therefore, they mandated LNP and charged the state regulatory bodies with

1 establishing service migration benchmarks and standards so as to assure an
2 optimal consumer experience. The Florida Legislature and this Commission
3 have mandated similar requirements and policies in order to make competition
4 work. It is no different in this new area that is now subject to meaningful and
5 effective competitive choices.

6 **Q: IN WHAT TYPES OF SITUATIONS WOULD INTER-SELECTIVE**
7 **ROUTER TRUNKING BE USED?**

8 **A:** Interoperability between 911 networks, such as that created by inter-selective
9 router call transfers, could mean the difference between saving a life or
10 property through the provision of voice and location data or an emergency
11 response disaster. Inter-selective router trunking enables PSAPs to
12 communicate with each other more effectively and expeditiously. Misdirected
13 calls can be quickly and efficiently transferred to the appropriate PSAP with
14 the appropriate caller details which will improve public safety's ability to
15 provide accelerated emergency responses. Full interoperability allows the
16 ANI and ALI associated with an emergency call (*i.e.*, the information needed
17 by the public safety agency to respond to the caller's emergency) to remain
18 with that communication when it is transferred to another selective router
19 and/or PSAP. Today, when Embarq is the 911 network provider if the call is
20 required to be re-routed over the PSTN, the caller's ANI and ALI are lost and
21 the valuable information needed to assist emergency services personnel is
22 unavailable. As a matter of public policy, it is critical that with the
23 deployment of advanced and/or next-generation 911/E911 services by Intrado

1 Comm or others that the network interconnections are geographically diverse
2 and redundant where technically feasible. The public benefit of such diverse
3 and redundant interconnection arrangements is well recognized by the FCC.
4 In its *Best Practice ES01 - Diverse Interoffice Transport Facilities*, the FCC's
5 Network Reliability and Interoperability Council states, "When all 9-1-1
6 circuits are carried over a common interoffice facility route, the PSAP has
7 increased exposure to possible service interruptions related to a single point of
8 failure (e.g., cable cut). The ECOMM Team recommends diversification of 9-
9 1-1 circuits over multiple, diverse interoffice facilities" (relevant excerpts as
10 Exhibit No. ____, Hicks Rebuttal TH-8).

11 **Q: DOES THIS COMPLETE YOUR REBUTTAL TESTIMONY?**

12 **A:** Yes.

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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 CAREY F. SPENCE-LENSS

April 21, 2008

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

A: My name is Carey F. Spence-Lens. My business address is 1601 Dry Creek Drive, Longmont, CO, 80503. I am Vice President of Regulatory and Government Affairs for Intrado Inc. and its affiliate, Intrado Communications Inc. (“Intrado Comm”).

Q: PLEASE DESCRIBE YOUR RESPONSIBILITIES FOR INTRADO COMM.

A: I am responsible for regulatory, legislative and policy initiatives for Intrado Comm. In that capacity, I lead a team of professionals who serve as government affairs liaisons throughout the United States. We investigate, track and, in turn, educate and advocate all corporate regulatory, policy and legislative matters. In addition to the federal and state regulatory and legislative work, I plan, coordinate and participate in state and national 911 and telecommunications forums to advance Intrado Comm key initiatives. I

1 routinely provide support and information to 911 stakeholders, namely Public
2 Safety Answering Points (“PSAPs”), related to state legislative/statutory,
3 administrative rules and tariffs, and cost recovery. I provide direct support
4 and assess the impact of matters specific to wireline, wireless, or Voice over
5 Internet Protocol (“VoIP”) deployments. In addition, I serve on the core team
6 for Intrado Comm’s Intelligent Emergency Network®, which is responsible
7 for laying the foundation for the technical and operational implementation of
8 the Intrado Comm Intelligent Emergency Network®, including establishing
9 interconnection relationships with other carriers such as Embarq Florida, Inc.
10 (“Embarq”).

11 **Q: PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND**
12 **PROFESSIONAL EXPERIENCE.**

13 **A:** I am a graduate of the University of Texas at Austin, Texas where I earned a
14 Bachelor of Science degree in Speech, Organizational Communications. I
15 also have completed certification coursework at Texas A&M Engineering
16 Extension in Basic Telephony DC/AC & Data Communications, and at the
17 University of Texas at Austin Continuing Engineering Studies
18 Telecommunications Series. I am certified as a National Emergency
19 Numbering Association (“NENA”) Emergency Number Professional
20 (“ENP”). I have over 20 years of emergency communications experience.
21 From 1989 to 2003, I held various management positions at the Texas
22 Commission on State Emergency Telecommunications, including Deputy
23 Director from 1998 to 2003. Preceding my work at the Texas Commission, I

1 was employed by the City of Dallas, Information Services Department as an
2 Emergency Communications Coordinator. My professional affiliations
3 include former chair positions of several committees of NENA, and I was a
4 founding member of the NENA Emergency Number Professional program. I
5 also served as an officer on the Texas Emergency Number Association. I was
6 a member of National Association of State 911 Administrators (“NASNA”)
7 and remain active in this association, Association of Public Safety
8 Communications (“APCO”), NENA national conference, and the National
9 Conference of State Legislators.

10 **Q: HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE FLORIDA**
11 **PUBLIC SERVICE COMMISSION?**

12 **A:** No.

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

14 **A:** The purpose of my testimony is to explain the history of Intrado Comm, its
15 role in the public safety industry, and provide an overview of its current
16 service offerings and customer relationships. My testimony also addresses
17 Issue 1(a), (b), (c), and (d) regarding Intrado Comm’s interconnection rights
18 and the rates to be included in the interconnection agreement.

19 **Q: PLEASE PROVIDE THE HISTORY OF INTRADO COMM AND ITS**
20 **ROLE IN THE COMPETITIVE 911 MARKETPLACE.**

21 **A:** Intrado Comm was established in 1999 as a wholly-owned subsidiary of
22 Intrado Inc., which was founded in 1979. Intrado Comm provides regulated
23 telecommunications services (*i.e.*, 911 selective routing, switching,

1 aggregation, and transport). Intrado Comm’s telecommunications services are
2 combined with Intrado Inc.’s Automatic Location Identification (“ALI”)
3 services to form the basis for Intrado Comm’s Intelligent Emergency
4 Network®. The Intelligent Emergency Network® enables the public safety
5 community to transcend the limitations of the nation’s legacy 911
6 infrastructure, making new applications and services available to PSAPs and
7 other public safety entities that will increase their efficiency and effectiveness
8 in responding to emergency calls. The companies combined are the nation’s
9 leading providers of sophisticated solutions that identify, manage, and deliver
10 mission critical information for telecommunications providers and public
11 safety organizations. Today, Intrado Comm’s local exchange services and
12 telecommunications services facilitate, enhance, and advance the provision of
13 emergency services throughout the United States to VoIP service providers,
14 and other wireline, wireless, and telematics (*e.g.*, On Star) service providers.
15 Intrado Comm shares Intrado Inc.’s legacy in expertise, financial stability, and
16 vast experience in delivering mission-critical performance in emergency
17 communications networks and related data. For a quarter-century, Intrado
18 Inc. has been the nation’s premier provider of integrated data and emergency
19 communications solutions and has played a key role in defining, building, and
20 maintaining core emergency communications infrastructure and 911
21 technologies throughout the United States.

22 **Q: PLEASE PROVIDE AN OVERVIEW OF THE CURRENT SERVICE**
23 **OFFERINGS OF INTRADO COMM AND INTRADO INC.**

1 **A:** Since the 1990s, Intrado Inc. has provided the core of the nation’s 911 ALI
2 and selective routing infrastructure. Intrado Comm supports Intrado Inc. in its
3 role as processor of customer 911 records, and as purveyor of data and
4 communications services to PSAPs and incumbent 911 service providers
5 throughout approximately one-half of the United States. In the remaining
6 portions of the country, Intrado Inc. provides and maintains 911 ALI and
7 Selective Routing Database (“SRDB”) systems for incumbent 911 service
8 providers like Embarq. Every year, Intrado Comm and Intrado Inc. support
9 over 200 million 911 calls to over 6,000 PSAPs and manage over 350 million
10 subscriber records for 11 incumbent local exchange carriers (“ILECs”) and 41
11 competitive local exchange carriers (“CLECs”) with 234 million subscribers,
12 and for over 60 wireless carriers with 120 million subscribers.

13 **Q: IS INTRADO COMM AUTHORIZED TO PROVIDE LOCAL**
14 **EXCHANGE SERVICE IN OTHER STATES AND HAS IT ENTERED**
15 **INTO INTERCONNECTION AGREEMENTS WITH OTHER ILECS?**

16 **A:** Intrado Comm has authority to operate as a competitive local exchange carrier
17 or CLEC in Florida. In addition, Intrado Comm and its affiliates hold
18 authority to provide competitive local telecommunications services in thirty
19 eight other states. Intrado Comm has entered into two other Section 251
20 interconnection agreements with AT&T affiliates in Illinois and California, as
21 well agreements with Qwest.

22 **Q. HOW HAVE OTHER STATES TREATED INTRADO COMM’S**
23 **LOCAL EXCHANGE SERVICES?**

1 **A.** The benefits of Intrado Comm’s local exchange services, including its
2 competitive 911 offering, have already been recognized by other states. For
3 example, the West Virginia Public Service Commission supported
4 competitive entry by other providers of 911 services because that would
5 provide competitive choices to PSAPs. This decision is attached as Exhibit
6 No. ___ (Spence-Lenss, Direct Exhibit CSL-1). The Public Utilities
7 Commission of Ohio, in approving Intrado Comm’s certification, established
8 a new Competitive Emergency Services Telecommunications Carrier
9 (“CESTC”) classification in recognition of the competitive entry in the 911
10 services market. This decision is attached as Exhibit No. _____ (Spence-
11 Lenss, Direct Exhibit CSL-2). The Public Utilities Commission of Ohio
12 recently upheld its decision in the face of opposition by ILECs, including
13 Embarq’s affiliate operating in Ohio. This decision is attached as Exhibit No.
14 _____ (Spence-Lenss, Direct Exhibit CSL-3).

15 **Q: DOES INTRADO COMM COMPETE WITH EMBARQ?**

16 **A:** Yes. Intrado Comm is a direct competitor of Embarq in Florida. Intrado
17 Comm seeks to expand its competitive service offerings to include an
18 alternative to Embarq’s 911 service sold directly to PSAPs in Florida. The
19 demand for competitive next generation E911 services is growing. Despite
20 the significant numbers of competitive providers in the local exchange market,
21 competitive options and choices for the public safety industry do not exist
22 today. Intrado Comm seeks to change that with its innovative, next generation
23 Intelligent Emergency Network®. Intrado Comm’s Florida 911 service tariff

1 is attached as Exhibit No. ____ (Spence-Lenss, Direct Exhibit CSL-4). Florida,
2 in particular, is experiencing the advent of true 911 competition as counties
3 receive access to new funding for systems and services. Counties are
4 planning to deploy next generation technologies to assist them with the
5 growing demands in accepting and processing emergency calls from
6 innovative technologies, text services, and video and photographs. In addition
7 to better managing wireless and VoIP and other new technologies, Florida
8 PSAPs have identified the need to transfer calls among 911 centers to
9 facilitate accurate emergency response, especially where one PSAP is
10 overloaded with intake calls during an emergency. Letters from Charlotte,
11 Martin, Alachua, and Sarasota counties filed with the Commission explaining
12 the need to migrate beyond the legacy 911 system are attached as Exhibit No.
13 ____ (Spence-Lenss, Direct Exhibit CSL-5). Intrado Comm is at the forefront
14 of next-generation offerings to counties in Florida. To ensure that PSAPs are
15 able to take advantage of Intrado Comm's 911 competitive alternative service,
16 Intrado Comm has asked the Commission to clarify that a county choosing a
17 competitive provider is no longer subject to unwarranted tariff charges from
18 its former incumbent 911 services provider or subject to new charges that are
19 unjustified. Intrado Comm's request is attached as Exhibit No. ____ (Spence-
20 Lenss, Direct Exhibit CSL-6).

21 **Q: PLEASE EXPLAIN THE BENEFITS OF THE SERVICES PROVIDED**
22 **BY INTRADO COMM AND INTRADO INC. TO THE PUBLIC AND**
23 **THE EMERGENCY SERVICES INDUSTRY.**

1 **A:** Each time a wired telephone line in the United States is installed, moved, or
2 removed, that information must be updated in the 911 system, typically within
3 24 hours. In some way, Intrado Comm and Intrado Inc. touch 95% of all
4 wireline changes daily to ensure the accuracy of 911 caller information.
5 Similarly, each time 911 is dialed from a wireless phone across the United
6 States, the location of that call must be determined in real time and
7 communicated to the appropriate PSAP. Intrado Comm and Intrado Inc.
8 touch 58% of these wireless calls daily to ensure accuracy for 911. Likewise,
9 each time a VoIP service customer dials 911 in the United States, the location
10 of the caller must be determined, the correct PSAP identified, and the call
11 routed in real time to the PSAP. Intrado Comm and Intrado Inc. touch almost
12 all of these VoIP calls daily to ensure 911 accuracy. The expansion of Intrado
13 Comm’s competitive offerings to include a comprehensive 911 telephone
14 exchange service provided directly to PSAPs will continue this trend.

15 **Q: DOES INTRADO COMM WORK WITH NENA AND OTHER**
16 **INDUSTRY STANDARDS BODIES?**

17 **A:** Yes. Intrado Comm actively participates at the forefront of industry standards
18 bodies to ensure that it stays at the cutting edge of 911 solutions in the
19 marketplace. Intrado Comm’s Intelligent Emergency Network® has been
20 designed to capture and comply with NENA guidelines for next generation
21 Internet Protocol (“IP)-based solutions. Beginning in 2000, NENA’s
22 Technical Committee began identifying objectives for the migration to IP-
23 based networks, and in 2006 NENA announced its next generation “Transition

1 Planning Effort,” which is attached as Exhibit No. ____ (Spence-Lenss, Direct
2 Exhibit CSL-7). Intrado Comm is also an active participant in the Alliance for
3 Telecommunications Industry Solutions (“ATIS”). The Emergency Services
4 Interconnection Forum (“ESIF”) of ATIS released in 2006 its suite of IP-
5 based Emergency Services Network Interface (“ESNI”) standards that will
6 enable the expansion of E911 services and functionality with next generation
7 911 networks, which are attached as Exhibit No. ____ (Spence-Lenss, Direct
8 Exhibit CSL-8).

9 **Q: WHY IS COMPETITION FOR 911 SERVICES IN FLORIDA**
10 **IMPORTANT?**

11 **A:** Florida PSAPs play an active role in the development of 911 policy at both the
12 state and national levels. Florida PSAPs understand the effect of emerging
13 technologies on today’s obsolete 911 architectures. Competition in the 911
14 telephone exchange service marketplace ensures new and innovative next
15 generation 911 platforms will be more readily available to Florida PSAPs.

16 **Q: PLEASE EXPLAIN WHY NEXT GENERATION 911 SYSTEMS ARE**
17 **IMPORTANT TO FLORIDA CONSUMERS AND PUBLIC SAFETY**
18 **AGENCIES.**

19 **A:** The introduction of E911 in 1972 represented a significant improvement in
20 911 service. Today, consumer expectations, newer and less voice-centric
21 technologies, and major world events are necessitating further significant
22 changes in 911 service capabilities. The importance of public safety requires
23 looking beyond the existing legacy structure towards a more robust and secure

1 next generation 911 network that can manage both voice and data delivered
2 from multiple types of service providers. Next generation 911 systems
3 expand the degree to which new, contextually appropriate information can be
4 automatically provided to emergency service personnel. The result is
5 advanced collaboration and interoperability services available to PSAPs and
6 other government agencies. Florida consumers expect their 911 calls to go to
7 the right PSAP in the event of an emergency, and that the call-taker will know
8 who they are, where they are, and their telephone number in case the call is
9 interrupted and they need to be re-contacted. They also expect to receive help
10 from emergency first responders, even in cases where the caller cannot convey
11 his or her location or the nature of the problem due to the emergency
12 circumstances or disability. The legacy systems are unable today and will
13 continue to progressively decline in their ability to keep pace with the warp-
14 speed changes in communications technology and consumers' expectations
15 for timely and accurate public safety service responses. Intrado Comm is able
16 to respond to its public safety customers to address these limitations. The
17 incumbent monopoly 911 providers also recognize the limitations of their
18 existing emergency networks in accommodating more mobile and less voice-
19 centric communication technologies. Many ILEC providers have implied they
20 are planning to develop and deploy their own next generation network
21 technologies. Recognizing that the migration path for an incumbent's next
22 generation 911 network will not result in the immediate replacement of the
23 legacy infrastructure for all PSAPs simultaneously, it is extremely likely that

1 their migration plans will be inclusive of the same types of interconnection
2 and interoperability being sought by Intrado Comm in this proceeding.

3 **Q: DOES INTRADO COMM HAVE COMMERCIAL AGREEMENTS**
4 **WITH EMBARQ THAT GOVERN THE SERVICES INTRADO**
5 **COMM SEEKS FROM EMBARQ PURSUANT TO SECTION 251(C)?**

6 **A:** No. Intrado Comm is not a party to any commercial agreement with Embarq.
7 Any commercial agreement with Embarq is between various Embarq entities
8 and Intrado Inc., the parent of Intrado Comm. Intrado Comm is not a party to
9 the agreements Embarq has with Intrado Inc. and Intrado Comm and has no
10 contractual relationship with Embarq in connection with such agreements. In
11 addition, the agreements between Intrado Inc. and the Embarq ILEC entities
12 do not include the services Intrado Comm seeks from Embarq pursuant to
13 Section 251(c). The agreements between Intrado Inc. and Embarq are
14 commercial arrangements under which Embarq provides telephone exchange
15 service and other telecommunications services to Intrado Inc. just as Embarq
16 would provide to any other retail customer.

17 *Issue 1(a): What services does Intrado Comm currently provide or intend to*
18 *provide in Florida?*

19 **Q: WHAT SERVICES DOES INTRADO COMM CURRENTLY PROVIDE**
20 **OR INTENT TO PROVIDE IN FLORIDA?**

21 **A:** At this time, Intrado Comm intends to provide a telephone exchange service
22 to PSAPs and other public safety agencies in Florida. This competitive 911
23 service offering is similar to the “telephone exchange communication service”

1 (as classified by Embarq) currently offered by Embarq to PSAPs in Florida
2 via Embarq's retail tariff, which is attached as Exhibit No. ____ (Spence-Lenss,
3 Direct Exhibit CSL-9). In the future, Intrado Comm will likely provide other
4 types of local exchange services in Florida.

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

8 **Q: ARE THE SERVICES TO BE OFFERED BY INTRADO COMM**
9 **LOCAL EXCHANGE SERVICES ENTITLED TO SECTION 251**
10 **INTERCONNECTION ARRANGEMENTS?**

11 **A:** 911 and E911 services are local exchange services whereby subscribers of real
12 time, two-way voice communication services can reach the nearest and/or
13 appropriate emergency response agency. Intrado Comm's
14 telecommunications services will accept, route, transmit, transport, and/or
15 aggregate 911 calls from its end user customers, and route those calls to the
16 appropriate PSAP without change in the form or content of the information as
17 sent or received. These services form the basis for Intrado Comm's Intelligent
18 Emergency Network®, which will enable the public safety community to
19 transcend the limitations of the nation's legacy 911 infrastructure, making
20 new applications and services available to PSAPs and other public safety
21 entities that will increase their effectiveness and efficiency in responding to
22 emergency calls. Intrado Comm's services have the same qualities as other
23 telephone exchange services recognized by the FCC. Telephone exchange

1 services are not limited to traditional voice telephony, but also include non-
2 traditional means of communicating information within a geographic area. In
3 an era of converging technologies and IP-based product offerings, limiting the
4 definition of telephone exchange service traditional, voice-based
5 communications would undermine a central goal of the federal
6 Communications Act of 1934, as amended (“Act”).

7 **Q. PLEASE EXPLAIN WHY INTRADO COMM SERVICES ARE**
8 **TELECOMMUNICATIONS SERVICES RATHER THAN**
9 **INFORMATION SERVICES?**

10 **A.** While E911 services may contain an information service component (such as
11 the Automatic Location Information (“ALI”) function) when provided as a
12 stand-alone function to end users, there is a distinction between a separately-
13 stated, separately-priced storage and retrieval functions being offered on a
14 stand-alone basis to an end user, and ALI database functions used for the
15 management, control, or operation of telecommunication systems or
16 telecommunications services by a carrier like Intrado Comm to provide an
17 integrated, comprehensive 911 service. It is my understanding that the FCC
18 has stated that 911 and E911 databases (*i.e.*, ALI databases) are
19 telecommunications services.

20 **Q: HOW DO EMBARQ’S TARIFFS DESCRIBE ITS 911 SERVICES**
21 **OFFERED TO ITS PSAP CUSTOMERS?**

22 **A:** Embarq’s Florida 911 tariff states that basic 911 is provisioned using
23 “exchange lines” (Spence-Lenss, Direct Exhibit CSL-9), and that E911

1 service “is a telephone exchange communication service.” E911 is a more
2 sophisticated emergency calling service in that it has features that allow a call
3 to be routed to an appropriate PSAP in instances where a local exchange is
4 served by more than one PSAP as well as providing a call back number and
5 location information for the caller. These enhancements are “bundled” as a
6 service offering and priced on a per thousand local access lines served.
7 Carriers are required to file tariffs for regulated telecommunications services
8 in Florida, and Embarq has appropriately tariffed the 911 services it offers to
9 PSAPs.

10 **Q: PLEASE EXPLAIN WHY INTRADO COMM IS ENTITLED TO**
11 **SECTION 251(C) INTERCONNECTION.**

12 **A:** In addition to other local exchange services, Intrado Comm intends to provide
13 a competitive alternative to the ILEC local 911 services provided to PSAPs.
14 The most suitable vehicle for interconnection is the framework established by
15 Sections 251 and 252 of the Act, which was designed to promote competition
16 in the local exchange market by facilitating the interconnection and
17 interoperability of competing local networks. In addition to the Public
18 Utilities Commission of Ohio decision previously referenced, two other state
19 commissions (in response to similar objections by AT&T) determined that
20 Intrado Comm was entitled to interconnection under Section 251(c) and
21 arbitration under Section 252 because it is acting as a telecommunications
22 carrier and providing telephone exchange service, exchange access, and
23 telecommunications services. These decisions are attached as Exhibit No. ____

1 (Spence-Lenss, Direct Exhibit CSL-10) and Exhibit No. ____ (Spence-Lenss,
2 Direct Exhibit CSL-11). It is my understanding that the FCC has also
3 recognized that local exchange carriers are required to provide interconnection
4 to 911 facilities and access to 911 databases to all telecommunications carriers
5 pursuant to Section 251(c) of the Act.

6 *Issue 1(c): Of the services identified in (a), for which, if any, should rates*
7 *appear in the interconnection agreement?*

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

9 **Q: WHAT RATES FOR EMBARQ SERVICES SHOULD APPEAR IN**
10 **THE AGREEMENT AND WHAT ARE THE APPROPRIATE RATES?**

11 **A:** As a telecommunications carrier offering telephone exchange services, Intrado
12 Comm is entitled to interconnection facilities and unbundled network
13 elements (“UNEs”) at cost-based rates established pursuant to the process set
14 forth in Sections 251 and 252 of the Act. Intrado Comm’s interconnection
15 agreement with Embarq should include a pricing appendix that sets forth the
16 prices to be charged by Embarq for services, functions and facilities to be
17 purchased in connection with the Parties’ interconnection arrangements in
18 Florida.

19 **Q: WHAT RATES FOR INTRADO COMM SERVICES SHOULD**
20 **APPEAR IN THE ICA AND WHAT ARE THE APPROPRIATE**
21 **RATES?**

22 **A:** Intrado Comm has proposed rates to govern Embarq’s interconnection to
23 Intrado Comm’s Intelligent Emergency Network®, such as port termination

1 charges. The charges proposed by Intrado Comm are similar to the entrance
2 facility and port charges imposed by Embarq on competitors for
3 interconnection to Embarq's network.

4 **Q: DOES THIS COMPLETE YOUR DIRECT TESTIMONY?**

5 **A:** Yes.

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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.

REBUTTAL TESTIMONY OF CAREY F. SPENCE-LENSS

May 28, 2008

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

A: My name is Carey F. Spence-Lens. My business address is 1601 Dry Creek Drive, Longmont, CO, 80503. I am Vice President of Regulatory and Government Affairs for Intrado Inc. and its affiliate, Intrado Communications Inc. (“Intrado Comm”).

Q: WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A: The purpose of my Rebuttal Testimony is to address the following issues to counter the assertions raised in the pre-filed testimony of Embarq Florida Inc. (“Embarq”): (i) Intrado Comm’s intent to provide current technologies to Public Safety Answering Points (“PSAPs”) today as well as a path to next-generation 911; (ii) the growing competitive 911 marketplace that exists today; and (iii) Intrado Comm’s presence in the market will enhance competition and combat Embarq’s monopoly.

SECTION I - BACKGROUND

1 **Q: WILL INTRADO COMM PROVIDE PSAPs WITH ACCESS TO**
2 **CURRENT TECHNOLOGIES?**

3 **A:** Yes. Counties in Florida will have access to current technologies as well as a
4 path to next-generation applications and services. Intrado Comm also
5 proposes a framework whereby PSAPs will have the interoperability they
6 need, and have requested, for critical emergency response.

7 **Q: ARE COMPETITIVE ALTERNATIVES TO ILEC-PROVIDED 911**
8 **SERVICES AVAILABLE IN OTHER STATES TODAY?**

9 **A:** Yes. Competition is occurring in Texas, for example. At least five states and
10 multiple cities and counties are using competitive vendors (not ILECs) for 911
11 networks, database, and customer premises equipment. Likewise, at least one
12 state and one district are using competitive vendors (not ILECs) for wireless
13 911 call routing. As newer technologies evolve and are made available to the
14 marketplace, the list of competitive entrants will grow. Most importantly,
15 competitive entry provides options for the public safety industry that do not
16 exist today.

17 **Q: PLEASE EXPLAIN WHY INNOVATIVE 911 SYSTEMS ARE**
18 **IMPORTANT TO FLORIDA CONSUMERS AND PUBLIC SAFETY**
19 **AGENCIES.**

20 **A:** The introduction of E911 in 1972 represented a significant improvement in
21 basic 911 service. Changes in 911 services largely have been driven by
22 consumer demand for competitive options and new technology. The United
23 States is actually in its fifth generation of 911 service, the progression being:

1 (1) basic 911 service; (2) enhanced 911 service; (3) CLEC market entry; (4)
2 wireless (real-time mobility); and (5) IP-enabled services, including VoIP.
3 Today, consumer expectations, newer and less voice-centric technologies, and
4 major world events are necessitating further changes in 911 service
5 capabilities. The importance of public safety requires looking beyond the
6 existing legacy structure towards a more robust and secure 911 network that
7 can manage both voice and data delivered from multiple types of service
8 providers. Advanced 911 systems expand the degree to which new,
9 contextually appropriate information can be automatically provided to
10 emergency service personnel on a real-time basis. Intrado Inc.'s and Intrado
11 Comm's own emergency service evolution reflects the need to adjust and
12 adapt to meet public safety's growing critical response needs (Exhibit No. ____
13 (Spence-Lenss, Rebuttal Exhibit No. CSL-12). Florida consumers expect
14 their 911 calls to go to the right PSAP in the event of an emergency. Callers
15 to 911 expect the call-taker to know who they are, where they are, and have
16 access to their telephone number in case the call is interrupted and they need
17 to be re-contacted. They also expect to receive help from emergency first
18 responders, even in cases where the caller cannot convey his or her location or
19 the nature of the problem due to the emergency circumstances or disability.
20 The legacy systems are unable to do this today and will continue to
21 progressively decline in their ability to keep pace with the warp-speed
22 changes in communications technology, new and multiple service providers,
23 and consumer expectations for timely and accurate public safety service

1 responses. Intrado Comm is able to respond to its public safety customers to
2 address these limitations. The incumbent monopoly 911 service providers also
3 recognize the limitations of their existing emergency networks in
4 accommodating more mobile and less voice-centric communication
5 technologies. Many ILEC providers have implied they are planning to develop
6 and deploy their own advanced network technologies. Recognizing that the
7 migration path for the incumbent's advanced 911 network will not result in
8 the immediate replacement of the legacy infrastructure for all PSAPs
9 simultaneously, it is extremely likely that their migration plans will be
10 inclusive of the same types of interconnection and interoperability being
11 sought by Intrado Comm in this proceeding.

12 **SECTION II - UNRESOLVED ISSUES**

13 *Issue 1(b): Of the services identified in (a), for which, if any is Embarq required*
14 *to offer interconnection under Section 251(c) of the Telecommunications Act of*
15 *1996?*

16 **Q: EMBARQ CLAIMS INTRADO COMM IS USING THE SECTION 251**
17 **PROCESS TO "SHIFT" COSTS TO COMPETING CARRIERS LIKE**
18 **EMBARQ. IS THIS TRUE?**

19 **A:** No. Embarq has incorrectly assumed that Intrado Comm is attempting to shift
20 costs to Embarq based on the Petition for Declaratory Statement filed by
21 Intrado Comm. The requests made by Intrado Comm in the Petition for
22 Declaratory Statement have nothing to do with Intrado Comm's right to
23 Section 251(c) interconnection with Embarq.

1 **Q: WHAT DID THE PETITION FOR DECLARATORY STATEMENT**
2 **ASK THE COMMISSION TO FIND?**

3 **A:** Intrado Comm's 911 service offerings will compete directly with Embarq's
4 similar offerings. When a county or other local government entity that serves
5 as the public safety answering point ("PSAP") selects or "presubscribes to"
6 Intrado Comm for its 911/E911 services, Intrado Comm will provide the
7 selective routing, transport and automatic location information ("ALI")
8 services. The PSAP will no longer require these same services from Embarq.
9 Embarq will, in effect, be like any other local telecommunications provider
10 that has to fulfill its obligations to provide 911 routing to its dial tone end
11 users. Embarq, like all the competitive local exchange carriers ("CLECs")
12 and wireless providers serving a local area, will be required to interconnect
13 with Intrado Comm as the new 911/E911 service provider for that PSAP. In
14 the Petition for a Declaratory Statement, Intrado Comm sought clarification
15 from the Commission on the issue of whether Intrado Comm or the PSAPs
16 could be charged for services by Embarq (and other incumbents) after the
17 PSAP has designated Intrado Comm as its 911/E911 service provider.

18 **Q: PLEASE EXPLAIN COMMISSION'S DECISION CONCERNING A**
19 **PSAP'S RIGHT NOT TO BE CHARGED FOR**
20 **TELECOMMUNICATIONS SERVICES IT IS NOT RECEIVING.**

21 **A:** The Commission's decision makes it clear that PSAPs may not be charged for
22 services not received. Staff stated, "The law is clear that telecommunications
23 companies may not charge for services they do not provide."

1 **Q: WHY WAS THE PETITION FOR DECLARATORY STATEMENT**
2 **NECESSARY?**

3 A: Intrado Comm expected Embarq and other incumbent 911/E911 service
4 providers to fight to maintain their monopoly control over PSAPs in Florida.
5 However, Intrado Comm was shocked by the efforts of some ILECs to deny
6 the PSAPs a competitive choice. The Petition for Declaratory Statement was
7 designed to ease the PSAPs' concerns and clearly establish that the ILECs
8 could not continue to charge PSAPs for services when the PSAP had
9 presubscribed to Intrado Comm. Some of the letters demonstrating the
10 PSAPs' concerns are attached to my Direct Testimony at Exhibit ____ (CSL-
11 5).

12 **Q: WHY IS THE COMMISSION'S DECISION IMPORTANT IN THIS**
13 **ARBITRATION PROCEEDING?**

14 A: While the Commission's decision states the obvious, it provides an important
15 affirmation needed by the public safety community: Embarq and other
16 incumbents may not charge for services they no longer provide.

17 **Q: WHY ARE COST AND COMPENSATION ISSUES AT DISPUTE IN**
18 **THIS PROCEEDING?**

19 A: Embarq has characterized the Petition for Declaratory Statement as Intrado
20 Comm's "cost-shifting" (Maples Direct, page 47, line 9) and "regulatory
21 arbitrage" (Maples Direct, page 7, line 24). Throughout its testimony,
22 Embarq asserts that Intrado Comm is entering the market based on "cost-
23 shifting. Embarq appears to equate competition in the 911/E911 market as

1 subordinating Embarq to the role of subsidizing Intrado Comm's market
2 entry.

3 **Q: DOES INTRADO COMM EXPECT EMBARQ TO "SUBSIDIZE"**
4 **INTRADO COMM'S ENTRY INTO THE MARKET?**

5 **A:** No. But it is not surprising that Embarq is struggling with the prospect of a
6 direct competitor for 911 services in Florida.

7 **Q: IS IT SUSTAINABLE FOR A NEW ENTRANT IN THE 911 SERVICES**
8 **MARKET TO COMPETE BASED ON INCUMBENT OR OTHER**
9 **COMPETITORS' SUBSIDIZATION?**

10 **A:** Although I am not an economist, Intrado Comm cannot compete merely by
11 "cost-shifting" to existing providers, nor is such a structure consistent with
12 federal and state pro-competitive policies. As explained in the Rebuttal
13 Testimony of Thomas W. Hicks, Intrado Comm's Intelligent Emergency
14 Network® is a more efficient and technologically advanced E911 network
15 design.

16 **Q: DO EMBARQ'S PROPOSALS AFFECT INTRADO COMM'S COSTS?**

17 **A:** Contrary to Embarq's assertions that it will be cheated of legitimate charges to
18 PSAPs, it is Embarq that is inappropriately including charges for certain
19 activities related to local exchange provisioning. These are costs that all of
20 the other local service providers cover as part of their doing business, but
21 Embarq wants special treatment. For example, the costs associated with
22 providing access to E911 services up to the demarcation points of the selective
23 router and E911 database management system should not be included in

1 incumbent tariffs as a PSAP cost and they are clearly inapplicable when the
2 PSAP selects Intrado Comm as the 911 network provider.

3 **Q: WILL THE INTERCONNECTION AGREEMENT BETWEEN**
4 **INTRADO COMM AND EMBARQ SUPPORT THE MUTUAL**
5 **EXCHANGE OF TRAFFIC?**

6 **A:** Yes. While 911 trunks are one-way, they are capable of originating a call in a
7 conferencing capacity, and are used for two-way traffic purposes. For
8 example, once a 911 call is delivered over the one-way trunks to the PSAP,
9 the PSAP may then “hookflash” to obtain dial tone to originate a bridged call
10 to a third party. Further, although these trunks are engineered as one-way
11 they are capable of supporting two-way voice communications.

12 Embarq’s testimony (Maples Direct, page 26) ascribes a narrow view of
13 “mutual exchange of traffic” that is illogical and not consistent with how
14 traffic is provisioned and transported in the 911 network today. Embarq
15 indicates that “mutual exchange of traffic” must literally occur on the same
16 trunk. As is well established in the network today, the “mutual exchange” of
17 traffic need not actually occur over the same trunks, and may be properly
18 reflected by traffic flows of originating and terminating traffic between the
19 various trunking configurations established between the interconnected
20 parties.

21 **Q: AREN’T 251(C) INTERCONNECTION AGREEMENTS USED TO**
22 **ESTABLISH INTERCONNECTION ARRANGEMENTS FOR OTHER**
23 **TYPES OF “ONE-WAY” TRAFFIC?**

1 **A:** Yes. Section 251(c) interconnection agreements often contain provisions
2 relating to 800 or toll-free services, operator services, directory assistance,
3 telecommunications relay service (711), and other types of services that are
4 typically viewed as “one-way” services.

5 **Q:** **EVEN IF 911 SERVICES WERE CONSIDERED TO BE ONE-WAY,**
6 **DOES THAT CHANGE THEIR CHARACTER AS TELEPHONE**
7 **EXCHANGE SERVICES?**

8 **A:** No. The Federal Communications Commission, for example, has found that
9 facsimile communications are telephone exchange services (*Advanced*
10 *Telecommunications Capability*, 15 FCC Rcd 385, ¶ 21 (1999)).

11 **Q.** **PLEASE EXPLAIN WHY INTRADO COMM SERVICES ARE**
12 **TELECOMMUNICATIONS SERVICES RATHER THAN**
13 **INFORMATION SERVICES.**

14 **A.** While E911 services may contain an information service component (such as
15 the Automatic Location Information (“ALI”) function), the comprehensive
16 911 service offered to PSAPs by ILECs today, and the Intrado Comm 911
17 service soon to be provided, are telecommunications services and treated as
18 telephone exchange services under the law and as evidenced by ILEC tariffs.
19 In part, this is because all local exchange service providers must provide 911
20 calling to their customers. Today the obligation to provide 911 dialing to
21 customers also flows to wireless service providers and IP-enabled service
22 providers.

23 The provision of 911 services historically has been managed at the

1 local level by the ILEC. An effective 911 service requires the caller to be
2 mapped to the closest PSAP (this is done at the Selective Router) to ensure
3 emergency personnel closest to the caller can be dispatched. The Master
4 Street Address Guide (“MSAG”) maps the emergency personnel in the area to
5 the relevant PSAP. The Automatic Location Identification (“ALI”) database
6 contains customer information associated with the telephone number to assist
7 the PSAP. The perception of the consumer, whether a 911 caller or PSAP, is
8 that 911 service once dialed will ensure a caller’s location is identified, the
9 correct PSAP is reached, and sufficient information is available to deploy the
10 geographically relevant emergency personnel to the caller’s location. Under a
11 traditional end-to-end analysis, where a 911 call originates and where the call
12 ultimately terminates will be in close proximity. The technology used to place
13 the call is irrelevant to this analysis.

14 The service under consideration in the instant proceeding is the 911
15 service to be provided by Intrado Comm, not the nature of the service used by
16 the caller to dial 911. For example, while interconnected VoIP services have
17 been defined as jurisdictionally interstate and not classified as either
18 telecommunications service or information service, a 911 call from a VoIP
19 service user has no effect on the classification of 911 services provided to
20 PSAPs by Intrado Comm, which are telephone exchange services as
21 determined by this Commission and the FCC. Thus, ILECs naturally tariff
22 their 911 services in their local exchange tariffs because the service is
23 considered to be a local exchange service.

1 In addition, the comprehensive 911 service as defined by the FCC and
2 tariffed by the ILECs clearly falls within the definition of “Telephone
3 Exchange Service.” This term is intended to include not only the provision of
4 traditional local exchange service, but also the provision of
5 telecommunications services that may be separate from the public switched
6 telephone network and is a “comparable service provided through the system
7 of switches, transmission equipment, or other facilities (or combination
8 thereof) by which a subscriber can originate and terminate a
9 telecommunication service” (47 U.S.C. § 153(47); *Federal-State Joint Board*
10 *on Universal Service*, 13 FCC Rcd 11830, ¶ 12 (1998)). The information
11 service piece of the 911 service, ALI, is an inextricable part of the 911 service
12 provided to PSAPs as demonstrated by the FCC’s definition of 911 services
13 and the unbundled access requirement imposed on ILECs to make the 911
14 databases available as telecommunications services in the interest of
15 promoting local competition (*VoIP 911 Order*, 20 FCC Rcd 10245, ¶ 15
16 (2005); 47 U.S.C. § 251(c)(3); 47 C.F.R. § 51.319(f)). Without exception,
17 911 services are telephone exchange services when the ILECs provided them
18 and they are telephone exchange services when Intrado Comm provides them.

19 **Q: DOES INTRADO COMM HAVE RETAIL END USERS IN FLORIDA?**

20 **A:** Yes, the PSAPs that Intrado Comm will serve are retail end users, just like any
21 other multi-line, PBX, or other such user. Today, PSAPs are purchasing
22 services from the ILECs at retail rates via a retail tariff and are therefore

1 accorded end user status by the ILEC. These users should be treated no
2 differently when being served by Intrado Comm.

3 **Q: IS IT YOUR UNDERSTANDING THAT AGREEMENTS**
4 **GOVERNING THE INTERCONNECTION OF NETWORKS ARE**
5 **REQUIRED TO BE FILED WITH STATE COMMISSIONS AND ARE**
6 **SUBJECT TO SECTION 252 OF THE ACT?**

7 **A:** I understand that any agreement that creates an ongoing obligation pertaining
8 to interconnection, unbundled network elements, or collocation is considered
9 an interconnection agreement subject to the requirements of Section 252
10 (*Qwest Communications International Inc. Petition for Declaratory Ruling on*
11 *the Scope of the Duty to File and Obtain Prior Approval of Negotiated*
12 *Contractual Arrangements under Section 252(a)(1)*, Memorandum Opinion
13 and Order, 17 FCC Rcd 19337 (2002)). There are similar Florida law
14 requirements.

15 **Q: WHY DO YOU THINK THIS IS REQUIRED?**

16 **A:** Subjecting all interconnection agreements to the requirements of Section 252
17 reduces the ability of the parties to the agreement to engage in discrimination.

18 **Q: WILL THE PRESENCE OF INTRADO COMM ENHANCE**
19 **COMPETITION?**

20 **A:** Yes. Intrado Comm's 911 service for PSAPs is a competitive alternative to the
21 services offered by the ILECs, consistent with the intent of Act. The Act
22 imposes strict codes of conduct on the incumbent under Sections 251 and 252
23 to ensure new entrants can enter markets where competition historically has

1 not existed. The provision of 911 service to PSAPs is one of the last consumer
2 markets yet to receive the benefits of competition. Intrado Comm’s entry into
3 the market will begin to erode the monopoly dominance to which PSAP
4 consumers have been subject. Also, Intrado Comm’s innovative 911
5 competitive service directly responds to the goals of Congress and the Federal
6 Communications Commission (“FCC”) by providing “meaningful automatic
7 location identification information that permits first responders to render aid,
8 regardless of the technology or platform employed” by the caller (*Wireless*
9 *E911 Location Accuracy Requirements*, 13 FCC Rcd 10609, ¶ 6 (2007)). As
10 the FCC has determined, it is imperative that public safety officials receive
11 “accurate and timely information concerning the current location of an
12 individual who places an emergency call, notwithstanding the platform or
13 technology used by the provider or the means by which the individual places
14 the call.” (*Telecommunications Relay Services and Speech-to-Speech Services*
15 *for Individuals with Hearing and Speech Disabilities*, 23 FCC Rcd 5255, ¶ 23
16 (2008)). Similarly, the Florida legislature has declared its intent in Section
17 364.171(2) “to implement and continually update a cohesive statewide
18 emergency communications number “E911” plan for enhanced services.”
19 Further, in Section 364.172(2)(d) the Legislature has found that the 911 fees
20 should be administered “in a manner that is competitively and technologically
21 neutral as to all voice communications services providers.” Finally, the
22 Legislature in Section 364.172(9)(b) has found it appropriate for the 911 fee
23 revenues to “be used for next-generation E911 network services.” Consistent

1 with these legislative directives, Intrado Comm is at the forefront of next-
2 generation competitive 911 offerings to counties in Florida that will be
3 capable of providing a seamless comprehensive emergency network, with
4 ubiquitous across various telecommunications platforms, regardless of the
5 callers underlying technology used to make the call.

6 **Q: WHEN INTRADO COMM PROVIDES 911 SERVICES, WILL THE**
7 **PSAP CONTINUE TO HAVE A RELATIONSHIP WITH THE ILEC?**

8 **A:** Yes, but only to the extent the PSAP continues to purchase service from the
9 ILEC. As this Commission has now declared, “The law is clear that
10 telecommunications companies may not charge for services they do not
11 provide.”

12 **Q: DOES THIS COMPLETE YOUR REBUTTAL TESTIMONY?**

13 **A:** Yes.

1 BY MS. KISER:

2 Q Okay. Mr. Hicks, have you prepared a summary of your
3 prefiled testimony for today?

4 A Yes, I have.

5 Q Could you please proceed with that summary?

6 A Yes, ma'am.

7 Mr. Chairman and Commissioners, Intrado
8 Communications' Intelligent Emergency Network, while it
9 utilizes an IP technology in the middle, the IP facilities have
10 no affect on the nature of 911 services to be provided to
11 public safety, which are telephone exchange services, services
12 that are regulated based on their functionality, not the
13 facilities being used.

14 Intrado Communications' 911 service includes
15 Automatic Location Information, ALI, just as Embarq's
16 911 service does and just as the FCC's definition says it
17 should. This does not change the nature of the service of
18 911 services as local exchange services, which is supported by
19 law and Embarq's own local exchange tariffs.

20 Intrado Comm is entitled to interconnect with Embarq
21 pursuant to 251(c). Intrado Communications seeks a 251(c)
22 interconnection agreement with Embarq to ensure Intrado
23 Communications can gain access to Public Switched Telephone
24 Network to offer its competitive services throughout the State
25 of Florida, including public safety agencies.

1 The Section 251(c) interconnection agreement between
2 Embarq and Intrado will support the mutual exchange of traffic
3 between the parties and Florida's customers and the
4 interoperability of the parties' networks. Provisions
5 regarding the rates to be charged by Intrado Communications for
6 an interconnection to its network trunking arrangements to be
7 used for Intrado Communications' network and the establishment
8 of points of interconnection on Intrado Communications' network
9 are necessary to facilitate the mutual exchange of traffic
10 between the parties' networks. Inclusion of these provisions
11 in a 251(c) interconnection agreement is consistent with ILEC
12 past practices.

13 Embarq interconnects with other 911 service providers
14 in Florida in a manner consistent with the network architecture
15 arrangement sought by Intrado Communications. Embarq's
16 template Section 251(c) interconnection agreement imposes
17 certain network architectural requirements on competitors when
18 Embarq acts as the 911 service provider. When Intrado
19 Communications is the 911 service provider, it proposes to
20 treat Embarq in the same manner that Embarq treats the other
21 carriers and to implement arrangements similar to those Embarq
22 and other ILECs have established with other 911 service
23 providers.

24 The contract language proposed by Intrado
25 Communications is consistent with 251(c). Today, the ILECs

1 honor the single point of interconnection rule under
2 Section 251(c), but still require competitors to establish a
3 separate point of interconnection purely for the purpose of
4 911 selective routing.

5 The noncompetitive market determined direct
6 connection to selective routers is necessary for 911 service,
7 and the FCC has ruled that diversity and redundancy are in the
8 best public interest, both of which are being sought by
9 Intrado.

10 The state has a strong interest in preserving and
11 protecting the public safety and welfare, ensuring the
12 continued quality of telecommunications services and
13 safeguarding the rights of consumers. In this respect the
14 state has the authority to impose additional points of
15 interconnection requirements on the ILEC, just as the ILEC
16 imposes on the CLECs in Section, in their Section 251(c)
17 agreements.

18 Interoperability between competing networks is a
19 hallmark of Section 251(c). Establishment of interselective
20 router trunking to enable PSAP-to-PSAP call transfers with the
21 associated ALI -- with the associated location of the caller
22 enables public safety agencies to communicate with each other
23 more effectively and expeditiously, especially when misdirected
24 911 calls must be transferred between PSAPs, as in the case of
25 Olivia Curday (phonetic) just last April, who died because the

1 information on her call transferred, on a wireless call
2 transferred from one selective routing network to another did
3 not include the Automatic Location Identification.

4 Intrado Communications' proposal is to ensure that
5 public safety does not face increased costs or additional
6 points of interconnection or points of failure by choosing a
7 competitive provider. The underlying purpose of Section 251(c)
8 would be frustrated if end users were disadvantaged by choosing
9 a competitive provider. The architecture arrangements proposed
10 by Intrado Comm will ensure reliability through redundancy and
11 diversity for the Florida consumers. Granting Intrado
12 Communications interconnection arrangements equal to those
13 required and employed by the ILECs for 911 is in the public
14 interest.

15 That concludes my remarks. Thank you.

16 MS. KISER: Thank you, Mr. Hicks. Mr. Hicks is now
17 available for cross-examination.

18 CHAIRMAN CARTER: Ms. Masterton.

19 MS. MASTERTON: Thank you, Mr. Chairman.

20 CROSS EXAMINATION

21 BY MS. MASTERTON:

22 Q Good morning, Mr. Hicks.

23 A Good morning.

24 Q First I wanted to ask you a couple of questions on
25 one of the diagrams on your opening presentation. Do you have

1 that with you?

2 A Yes, I do. One moment.

3 I have it in front of me, sir -- ma'am.

4 Q Okay. I was looking at the, I guess it's the first
5 diagram, the one that has the Intrado emergency service
6 evolution.

7 A Yes.

8 Q Okay. In these different boxes that show the
9 evolution of the services, I just wanted you to tell me for
10 each box what services Intrado, Inc., provides and what
11 services Intrado Comm provides.

12 A Certainly. The E911 database management solutions
13 that are contained in there, in that box are basically
14 solutions provided to carriers. In fact, all of the boxes that
15 are blue on my copy, and hopefully on everyone else's, the
16 first three boxes are basically services offered to other
17 carriers for the completion of 911 calls or for the support of
18 their database services.

19 Intrado, Inc., currently provides database management
20 services for -- I believe it was 11 ILECs today. They continue
21 to do that function. For wireless, Intrado Communications --
22 Intrado, Inc., is the premiere provider of the supplementary
23 911 capabilities for positioning and passing positioning data
24 to public safety throughout the United States.

25 And, lastly, the VoIP E911 positioning function is an

1 Intrado, Inc., function. Intrado Comm, Communications is
2 basically engaged in regulated service offerings.

3 Q Okay. Let me just repeat that to make sure I
4 understood. So all of the services in the first three blue
5 boxes are offered by Intrado, Inc. Is that correct?

6 A They are offered by Intrado, Inc., today. Yes,
7 ma'am.

8 Q And then the pink box is Intrado Comm; is that
9 correct?

10 A Intrado Communications includes functions that are
11 part of the delivery of the Intelligent Emergency Network
12 solution to public safety. So although we've identified in the
13 earlier stages where Intrado, Inc., is providing database
14 services to other carriers, for the purpose of Intrado
15 Communications they will provide their own database management
16 services. It will not be provided by Intrado, Inc.

17 Q So these services listed in the pink or purple,
18 whatever box, which one -- are any of these going to be
19 provided by Intrado, Inc.?

20 A No.

21 Q And will Intrado, Inc., be involved in the provision
22 of any of these services?

23 A If they would be, it would only be as a supplier of
24 services to Intrado Communications through agreements with
25 Intrado, Inc. Intrado Communications is a subsidiary of

1 Intrado, Inc., and they may eventually engage in some
2 arrangements to contract to Intrado, Inc., for certain
3 services. At this point I can't tell you what services they
4 may or may not choose to contract out for.

5 Q Okay. Thanks. Now let's turn to Page -- do you have
6 your deposition with you?

7 A I do.

8 Q I can't remember what exhibit number it is on the
9 list. I'll look for a second. It's Exhibit Number 8 in the
10 hearing exhibits.

11 A Exhibit 8 in the hearing?

12 Q Yeah.

13 A Okay. Give me a moment, please. I'll find it.

14 (Pause.)

15 I'm looking at Exhibit 8. Thank you.

16 Q Okay. And I wanted you to turn to Page -- I guess in
17 my, in my copy it is designated as Page 28, and I'm not sure --

18 A 28 of the deposition?

19 Q Yeah.

20 A Thank you.

21 Q I'm not actually sure if the copy -- are you there?
22 What I have is the copy that was emailed to us, and it has page
23 numbers at the bottom and then page numbers in the middle. Do
24 you have that same copy or do you have the copy that staff
25 distributed this morning?

1 A My page numbers are at the top of the page.

2 Q Okay. Let me see if I can find my reference in the
3 copy that you have. This might take me a moment. I'm sorry.
4 I didn't see the staff copy until this morning.

5 CHAIRMAN CARTER: Take your time. Do you need a
6 minute? Do you want us to --

7 MS. MASTERTON: I do need a minute to try to
8 correlate --

9 CHAIRMAN CARTER: Commissioners, why don't we do
10 this, why don't we just take a break. I'm looking at -- I
11 actually agree with the ones on the wall now. How about we
12 come back at ten of. We're on recess.

13 MS. MASTERTON: Okay. Thank you.

14 (Recess taken.)

15 CHAIRMAN CARTER: We are back on the record.
16 Commissioners, just kind of a matter -- an oversight on my
17 part. One of the staff brought to my attention a stipulation
18 that we didn't admit. That would be Number 49 on your exhibit
19 list, your new list, it would be Exhibit Number 49. And what
20 it is is it's Intrado's responses to Embarq's first set of
21 interrogatories 1 through 9. Without objection, show it done.

22 MS. KISER: No objection.

23 CHAIRMAN CARTER: Okay.

24 (Exhibit 49 marked for identification and admitted
25 into the record.)

1 All right. With that, then we will return to -- Ms.
2 Masterton, you're recognized.

3 MS. MASTERTON: Thank you.

4 BY MS. MASTERTON:

5 Q Mr. Hicks, I'm going to ask you some questions about
6 your testimony related to Section 251. And I brought a copy
7 with me to distribute to facilitate the discussion, so I'm
8 going to hand those out now with your permission, Mr. Chairman.
9 And, Mr. Chairman, I don't believe that needs to be marked as
10 an exhibit since it's a statute that's available.

11 CHAIRMAN CARTER: We'll conserve on our market.

12 MS. MASTERTON: Right. So I just wanted it for ease
13 of reference in my cross. Thank you.

14 CHAIRMAN CARTER: Thank you. You may proceed.

15 BY MS. MASTERTON:

16 Q Okay. So, Mr. Hicks, now that I've got my pages
17 straight, let's turn to Page 29 of your deposition, and I
18 wanted you to look at Lines 21 through 23. And there you state
19 that Intrado's request for certain interconnection arrangements
20 from Embarq is based on a provision in Section 251(c) that
21 requires ILECs to provide interconnection that is equal in
22 quality to the interconnection Embarq provides to itself or
23 others. Is that a correct representation of your testimony?

24 A Which specifically lines are you referring to in my
25 testimony in my deposition?

1 Q Lines 21 through 23. And actually you could probably
2 start up on Line 21 and go through Line 23, that whole section.

3 A And can you repeat your question, please?

4 Q Well, I'm just asking are you saying that the reason
5 Embarq should provide the interconnection arrangements you
6 referred to here is because it's required to provide
7 interconnection arrangements that are equal in quality to what
8 it provides to itself or others?

9 A Yes.

10 Q Okay. And so based on your deposition, you believe
11 that equal in quality means where it's located; is that
12 correct?

13 A That's affirmative. Yes.

14 Q But let's look at Section 251(c) that I just handed
15 out. And where an interconnection arrangement is located,
16 where interconnection occurs is really addressed by Section
17 251(c)(2)(B); isn't that correct?

18 A Yes. But I'd like to explain a little further, if I
19 could. 251(b) definitely, I understand what it says and it
20 clearly states that it's on the ILEC's or, excuse me, the
21 carrier's network. And, again, part of my testimony related to
22 and relied upon 251(c)(2)(C), which basically stated that it is
23 at least equal in quality to that provided by the local
24 exchange carrier to itself or any subsidiary affiliate or any
25 other party to which the carrier provides interconnection.

1 It is my understanding throughout the State of
2 Florida that the ILECs have verbal agreements amongst
3 themselves to interconnect at each other's selective router or
4 at some mutually agreed meet point, not to the POI or the point
5 of interconnection that is, that all other carriers are
6 required to terminate their traffic to.

7 I'd also like to point out that there are multiple
8 points of interconnection within the carrier's network and that
9 different points of interconnection have been established by
10 Embargo than that for other types of services. So from my
11 understanding there can be multiple points of interconnection.
12 And further from my understanding the FCC did not preclude
13 competitors from agreeing to a mutually agreed point of
14 interconnection. And what Intrado is seeking basically is
15 simply following what the standard industry practice, practice
16 has been throughout the State of Florida among the ILECs.

17 Q But I'm just trying to ascertain, are you saying that
18 that is required by Section 251(c)(2)(C)?

19 A That, that's our understanding. That's my
20 understanding. I'm not an attorney, but that's my
21 understanding of the, of this particular section.

22 Q So you're saying 251(c)(2)(C) addresses where the
23 interconnection occurs, not just the quality of the
24 interconnection. Is that what you're saying?

25 A I believe so.

1 Q Okay. When you look at 251(c)(2), it lists four
2 criteria, doesn't it?

3 A Yes.

4 Q Okay. Is it Intrado's position that all of the
5 criteria listed in 251(c)(2) apply to CLEC interconnection?

6 A I believe that in -- yes. However, I'd like to
7 clarify that. I believe that the way the law was written
8 basically has, and the way it's been practiced are conceivably
9 two different things from the standpoint of how the ILECs have
10 interfaced with each other in the application and the delivery
11 of 911 communications. So I don't believe that it necessarily
12 has to encompass all from my understanding. But, again, I'm
13 not an attorney. But from my perception and my understanding,
14 equal in quality to me does point to the location. And there
15 are situations today where Embarq is delivering service to
16 another incumbent's network on their network or at a meet point
17 that was mutually agreed. So I --

18 Q Well, are those ILEC-to-ILEC interconnections for
19 911 governed by 251(c)?

20 A To my understanding they're not documented by any
21 formal agreement, not even a 251(a).

22 Q But does 251(c) apply to those agreements?

23 A I believe that 251(c) should apply to those
24 agreements and there probably should have been 251(c)
25 agreements established between the ILECs to my understanding.

1 But, again, I'm not an attorney.

2 Q But in answer to my actual question --

3 A Yes.

4 Q -- you do agree that all four of these criteria have
5 to be taken into -- apply to a CLEC-to-ILEC interconnection; is
6 that correct?

7 A Generally, yes.

8 Q So for each CLEC-to-ILEC interconnection, it has to
9 be for the transmission and routing of telephone exchange
10 service or exchange access; is that correct?

11 A Yes.

12 Q And it has to be at any technically feasible point
13 within the carrier's network; is that correct?

14 A Yes. With the exception of where the ILECs have been
15 performing differently than that themselves, where they're
16 interconnecting with other ILECs.

17 Q So you're saying that, that changes the meaning of
18 Section 251(c)(2)(B)?

19 A I believe it, it has an impact on how it's
20 interpreted and how it's applied. And I also believe that
21 public safety communications is important enough and that the
22 state has authority to make determinations based on what's in
23 the best interest of public safety overall.

24 Q So you're saying basically that the Commission should
25 ignore the provisions of the statute to benefit public safety?

1 A No. I think they should look at the provisions of
2 the statute, evaluate those provisions and make a decision
3 based on which of those provisions carry the most important
4 value to public safety and to the consumer.

5 Q So you're saying they can pick and choose among A, B,
6 C and D as to what they apply to Intrado's interconnection?

7 A I can't tell the Commissioners what they should do
8 and I'm not about to attempt to.

9 Q Okay. Is it Intrado's position that class marking,
10 or I think you all call it line attribute routing, is it your
11 position that that's an interconnection that is equal in
12 quality to interconnection that Embarq provides to itself or
13 others?

14 A I believe it is equal in quality. Operationally it
15 is different. There's no denying that it's a different
16 approach to the delivery of 911 calls. But I believe, yes, it
17 is an equivalent with the exception of the number of switching
18 points that are introduced by the current arrangements. Line
19 attribute routing, as we've indicated in our testimony, those,
20 that type of connectivity is direct from the central office,
21 not through other secondary routing devices before the calls
22 are delivered to the selective routing system.

23 Q Well, does Embarq use class marking today?

24 A To my knowledge, I have no idea whether they perform
25 class marking. And class marking is not what we've asked for;

1 we have asked for line attribute routing. And there is a clear
2 distinction in our testimony that verifies and confirms that
3 the differences between the two types of routing capabilities
4 is that one is validated, the other is not.

5 Q So does Embarq use line attribute routing today?

6 A Not to my knowledge.

7 Q But you do agree that equal in quality means an
8 interconnection arrangement that Embarq currently uses for
9 itself or for other carriers; correct?

10 A That would be correct.

11 Q Thank you. Let's now move to Page 42 of your
12 deposition, and I'm looking at Lines 5 through 7.

13 A Yes.

14 Q Okay. And there you say you haven't deployed any
15 services in Florida yet; is that correct?

16 A Yes.

17 Q Okay. Have you entered into any arrangements with
18 PSAPs in Florida to provide services?

19 A At this point I have no true knowledge of any firm
20 agreements. I do know that our sales team is actively engaging
21 many public safety answering points at this point in time.
22 Whether they've executed an agreement, I honestly don't know.

23 MS. MASTERTON: Mr. Chairman, at this time I'd like
24 to distribute another exhibit for cross-examination.

25 CHAIRMAN CARTER: You may proceed.

1 MS. MASTERTON: And I'd like to have this one
2 identified for the record, and I think it's Number 50, and I'm
3 going to entitle it Charlotte County 911 Grant Application.

4 CHAIRMAN CARTER: This will be for identification
5 purposes Number 50. It will be Charlotte County Application
6 for 911. Is that what you said?

7 MS. MASTERTON: Yes.

8 (Exhibit 50 marked for identification.)

9 CHAIRMAN CARTER: Okay.

10 BY MS. MASTERTON:

11 Q And you've had a chance to look this over. I guess
12 my question to you is this application shows that Intrado has
13 been selected by Charlotte County to provide next generation
14 911 services, doesn't it?

15 MS. KISER: Can you point him to a specific page, Ms.
16 Masterton?

17 THE WITNESS: Yes, please.

18 MS. MASTERTON: Yeah. Just a second.

19 MS. KISER: Mr. Hicks, have you ever seen this
20 document before?

21 THE WITNESS: I have not.

22 MS. KISER: Could we have a moment, please? Do you
23 have a page, Ms. Masterton?

24 MS. MASTERTON: Hang on a second. I'll give you a
25 page where it specifically says that.

1 (Pause.)

2 BY MS. MASTERTON:

3 Q On Page 8, at least it says Page 8, it's Page 10 up
4 on the fax number, and it talks about Charlotte County's
5 objective is to utilize Intrado equipment and services for
6 routing and 911 call delivery through our network to three
7 PSAPs.

8 A And your question?

9 Q Okay. Well, yeah, the question I had is how has --
10 has Intrado decided where it's going to place, excuse me, place
11 its -- I guess you all are saying interconnection is at the RCL
12 trunk gateway; is that correct?

13 A Yes, ma'am.

14 Q Has Intrado determined where it's going to place its
15 RCL trunk gateway to provide selective routing services to
16 Charlotte County?

17 A To my knowledge they have not made that
18 determination, and that was through last week. So to answer
19 your question, no, they have not.

20 And I'd also like to comment that in the middle of
21 the page on Page 10, it does say that there are some issues
22 that will need to be resolved prior to entering an agreement
23 with the service provider. So I'm not certain I know what
24 issues they're talking about and whether this constitutes a
25 full agreement or not. So I apologize for that. I've never

1 seen this document.

2 Q Okay. Thank you for that. I just wanted to know if
3 you agreed that at least Intrado had -- Charlotte County had
4 selected Intrado at this point to provide those services. Do
5 you disagree with that?

6 A It appears like they may have, and I hope, certainly
7 hope they have.

8 Q So you say you don't know where you're going to place
9 the RCL trunk gateway to provide services to Charlotte County;
10 is that correct?

11 A What I was saying is, yes, to my knowledge that
12 decision has not been made. That decision is tempered by many,
13 many things. And if I could, I'd just briefly elaborate that
14 it's based upon not just the location of the public safety
15 customer we serve, but also where we can gain access to
16 facilities, whether we have the right for collocation within
17 the ILECs that we're negotiating agreements with now. And
18 various other multitude of factors come into play: Capacities
19 of the network, where networks can be actually interconnected.

20 I think I made the comment in my deposition that we
21 fully intend to deploy a minimum of two RCL gateways regionally
22 located within the state regionally so that it's diverse and
23 protected from the potential of being impacted by severe
24 conditions. So there's many factors, like I said, and I know
25 that our team is reviewing and evaluating what is the best

1 course of action and where the best place is to place the
2 devices. But, again, that determination is also negotiated and
3 discussed with customers as well of Intrado.

4 Q So is it likely that that RCL trunk gateway would be
5 placed in Charlotte County?

6 A It's a possibility. I don't know that for a fact,
7 but it's a possibility. Especially for the early adopters of
8 our technology clearly will want to make it -- for those that
9 are early to, to secure services of our Intelligent Emergency
10 Network from Intrado, there's a strong likelihood that our
11 decisions will be heavily tempered by the cost of providing the
12 service, so naturally we would want to stay as close to our
13 customers as we can. But we're looking at statewide customers,
14 so I really don't, can't speak to where they're at in that
15 analysis process.

16 Q Well, let's consider a hypothetical. Let's say that
17 using all the factors that you enumerated Intrado decides to
18 put its RCL trunk gateway in Miami instead of Charlotte County.
19 Would you accept that as a hypothetical?

20 A That could be a hypothetical. But, again, I would
21 say there would be a minimum of two regionally located. So one
22 could be in Charlotte, one could be in Miami, one could be in
23 West Palm, one could be in Tallahassee. I don't know.

24 Q Okay.

25 A That's a minimum of two. We could have more.

1 Q Let's just talk about the hypothetical of you're
2 providing selective routing in Charlotte County and your RCL
3 trunk gateway is in Miami. And then do you recall Mr. Maples'
4 deposition where he explained where Embarq has its selective
5 routers?

6 A I recall a portion. I believe there was three
7 selective routers, one in Leesburg. I'm not certain where the
8 other two were.

9 Q Would you accept, subject to check of the deposition,
10 that they're in Fort Myers, Tallahassee and Leesburg?

11 A Yes.

12 Q So we have the hypothetical and Intrado's RCL trunk
13 gateway is in Miami. In that situation, would Intrado ask
14 Embarq to provide selective routing trunks between its
15 selective router in Fort Myers to Intrado's selective router in
16 Miami?

17 A For what purpose? I'm sorry.

18 Q I'm talking now about the issue related to
19 interselective routing where you're transferring a call from
20 one PSAP to another.

21 A Okay. Where you're talking about transferring? We
22 would look to, yes, for Embarq to establish in one direction
23 and Intrado in the other for establishing the connectivity.
24 Perhaps even if two-way trunks were used, one would negotiate
25 ways to share those costs for providing that capability of

1 interselective transfer. Yes.

2 Q So hypothetically though Intrado could --

3 A Hypothetically there could be a requirement for
4 Embarq to trunk to not one but two RCL locations, and that's
5 what we've asked for in our agreement.

6 Q Okay. And it's Intrado's position that this is
7 telephone exchange traffic; is that correct?

8 A It is. Well, let me think a second how I would -- it
9 is because it avails the PSTN users to make connectivity to
10 another PSTN user, the PSTN users being the PSAPs. They are
11 the end users of the services on a call transfer basis. So
12 from that perspective, yeah, I would, I would view it that way.
13 But, again, I'm not an attorney. I'm not certain in my answer,
14 if you will.

15 Q And Intrado would view it as telephone exchange if
16 the PSAP originating the transfer was in Fort Myers and the
17 PSAP terminating the transfer was in, say, Tallahassee; is that
18 correct?

19 A Would I consider it to be telephone exchange
20 services?

21 Q Yes.

22 A I would.

23 Q Okay. Would Intrado also expect Embarq to provide
24 trunks from, in this hypothetical where the RCL trunk gateway
25 is in Miami, would Intrado expect Embarq to provide trunks from

1 its end offices that served end users in Charlotte County to
2 Intrado's RCL trunk group in Miami under the scenario of using
3 end office trunks to send Embarq's traffic to Intrado's
4 selective router?

5 A Yes, as we would all carriers that have a need to
6 access 911 from the PSTN.

7 Q And it's Intrado's position that this interconnection
8 is governed by Section 251(c)?

9 A Yes.

10 Q And that 251(c) requires Embarq to establish those
11 end office trunks from Charlotte County to Miami?

12 A Yes.

13 Q Okay. Let's move to your rebuttal testimony.

14 A Yes, ma'am.

15 Q And specifically page, beginning on Page 9.

16 A Yes.

17 MS. MASTERTON: And I have another cross-examination
18 exhibit that I would like to distribute at this time.

19 CHAIRMAN CARTER: You may proceed.

20 MS. MASTERTON: And I'd like to mark it as
21 Exhibit 51 and title it Section 365.172, Florida Statutes

22 CHAIRMAN CARTER: Give me that title again.

23 MS. MASTERTON: Section 365.172, Florida Statutes.

24 CHAIRMAN CARTER: Okay. Thank you.

25 (Exhibit 51 marked for identification.)

1 BY MS. MASTERTON:

2 Q And then looking -- well, let me know when you're
3 ready to -- if you're ready for the question.

4 A Yes.

5 Q Okay. Looking at your rebuttal testimony on Page 9,
6 beginning on Line 16 and then through Line 22, and then I'm
7 also looking at Page 10, Lines 19 through 23. And there you
8 talk about how Embarq's costs for providing 911 interconnection
9 arrangements should be recovered. Is that, is that what your
10 testimony addresses?

11 A Could you give me Page 10 line numbers again?

12 Q Yeah. 19 through 23.

13 A And your question was again?

14 Q You talk about how, what Embarq is, how Embarq is
15 entitled to recover its costs for providing the interconnection
16 arrangements Intrado has requested.

17 A Uh-huh.

18 Q Is that correct?

19 A I'll have to read it. If you'll give me a moment to
20 reread my testimony.

21 (Pause.)

22 And your question?

23 Q Okay. Are you familiar with the way 911 is funded in
24 Florida?

25 A Not entirely, no. No, I'm not.

1 Q So you're not familiar with this section of the
2 statute, 365.171?

3 A I am not.

4 Q Okay. You adopted Ms. Lenss' testimony; correct?

5 A Yeah. I'll deal with questions about it, if you
6 identify what your question is.

7 Q Okay. Let me ask the questions and we'll see how it
8 goes.

9 A I'll try to.

10 Q Do you agree that under this statute the funding
11 mechanism for 911 in Florida is for end user customers of voice
12 providers to pay a 50-cent fee per access lane?

13 A I would believe that's probably true. But, again, I
14 haven't read this document. I'm certain that Mr. -- Ms. Spence
15 would have been able to answer that and probably would have
16 answered in the affirmative.

17 Q And, and I can point you to the sections of the
18 statute. But if you're willing to agree to that, we don't need
19 to do that. Do you agree that the money then under this law is
20 distributed to PSAPs to pay for 911 services?

21 A It's my understanding that's the intent. Yes.

22 Q So would you agree that end users already pay the
23 cost for implementing 911 today under the Florida law?

24 A I, again, I haven't read the entire law. Clearly
25 funds are collected by the, and remitted by the incumbent LECs

1 as well as others that have an obligation to do so. It's my
2 understanding those funds are for public safety to utilize to
3 purchase and to employ 911 services to their respective
4 communities.

5 Q Okay. And those funds come from that end user fee;
6 correct?

7 A That's my understanding, yes. Yes.

8 Q But in your testimony isn't it Intrado's position
9 that Embarq's end users should pay additional amounts in
10 addition to that 50-cent fee to fund the interconnection
11 arrangements that Intrado desires?

12 A I don't believe I indicated that there would be a
13 requirement for an end user of Embarq to pay any incremental
14 funds for the provision of 911 beyond what fees are already
15 collected.

16 Q But it's your position that Embarq should incur those
17 costs, not Intrado or the PSAP; isn't that correct?

18 A The cost of interconnection to our RCL locations, is
19 that what you're -- when you're saying the cost.

20 Q Well, the cost of interconnection to your RCL
21 locations, the cost of providing Embarq's customers ALI
22 records.

23 A What I've indicated is that the costs would be borne
24 by the connecting party to the RCL location. How the recovery
25 occurs for those costs or how Embarq or any carrier recovers

1 their investment for those expenses is really beyond the scope
2 of what, you know, my knowledge is. And to my understanding
3 that would be through law or through, even through Commission
4 decisions as to what you can and cannot recover costs for.

5 Q But it shouldn't be through that 50-cent fee that
6 Embarq's end users already pay; is that what you're saying?

7 A I'm not saying that. I have no idea how those fees
8 are actually utilized in the provision of the 911 services. I
9 don't know that the fees were established purely to reimburse
10 ILECs for PSTN access to 911. It's my understanding those fees
11 were intended to provide payment to providers of E911 services,
12 which is different than the access portion. And when we're
13 talking about the, the access to the RCL location, we're
14 talking about purely a PSTN activity. Even in, you know, the
15 existing legacy environment, access to the selective router,
16 and RCL is our selective router, access to the selective router
17 in essence is purely Public Switched Telephone Network
18 interconnection. It's not E911 from that perspective, at least
19 from my understanding.

20 Q But what we're actually talking about here is
21 Embarq's connection to Intrado as the provider to the PSAP;
22 right?

23 A Where Intrado is the provider to the PSAP, Embarq
24 would have the need to connect to the Intrado Communications
25 selective router so that their subscribers would be able to

1 reach 911.

2 Q Okay. So does Embarq's 911 network, is that the
3 public switched network?

4 A In that scenario where they are not designated, not
5 chosen to deliver E911 services, it's my perception that, yes,
6 that is PSTN access to E911 services, no different than CLECs
7 or other carriers are faced with today. If there are avenues
8 for recovery of that, you know, I don't, I don't know what
9 those are and I'm not familiar with those avenues. But I know,
10 for example, that wireless has that ability to recover some of
11 their costs through the statutes or through the rules that are
12 made in the State of Florida.

13 Q And that comes from the 50-cent fee that the end
14 users pay; isn't that correct?

15 A I have no idea where the funding comes from. Clearly
16 they collect fees. I really don't know how those fees are
17 distributed or whether there's additional funding provided to
18 the counties to pay for those services.

19 Q But in your testimony you're saying that neither
20 Intrado nor the PSAP should have to pay any of Embarq's costs
21 for providing the interconnection arrangements that Intrado has
22 requested; isn't that correct?

23 A What I'm saying is those aren't Embarq's or, excuse
24 me, those aren't Intrado Communications' connections. They are
25 the interconnections of Embarq to get to the E911 network, no

1 different than the connections that Embarq has in place today
2 to a selective router. Those, those are basically just simply
3 interconnections to, PSTN interconnections to the E911 network.

4 Q But in answer to my question, you're saying neither
5 Intrado or the PSAP should pay any of those costs; is that
6 correct?

7 MS. KISER: Excuse me. I believe this question has
8 been asked and answered approximately --

9 MS. MASTERTON: He hasn't answered it. That's the
10 problem.

11 MS. KISER: He has told you that he --

12 MS. MASTERTON: I'm trying to get a yes or no answer
13 to my question and he has not yet done that.

14 THE WITNESS: Can you ask that last --

15 CHAIRMAN CARTER: Wait. Hang on a second.

16 BY MS. MASTERTON:

17 Q Okay. I'm looking at your testimony on Page 9,
18 Lines 16 through 20.

19 A Yeah.

20 Q And I'm asking you that isn't it correct that Intrado
21 is saying that neither Intrado nor the PSAP should pay any of
22 Embarq's costs for providing the interconnection arrangements
23 that Intrado has requested? Isn't that correct?

24 A I don't believe I said that. Can you point to
25 specifically which line I made that reference that --

1 Q Well, it says on Line 16, "Embarq mistakenly asserts
2 that it should continue to recover costs from PSAPs served by
3 Intrado Comm for the delivery of Embarq's end user calls.
4 Similarly, Embarq also is improperly seeking to recover costs
5 from Intrado Comm served to PSAPs for submission of subscriber
6 data to create E911 ALI records."

7 A I guess I would like to clarify that, these remarks,
8 and what they were predicated on.

9 Q Well, can you answer yes or no first? Because I
10 think I've asked that over and over again and still haven't got
11 a yes or no answer. And that's, Ms. Kiser, why I've continued
12 to ask the question.

13 A Your question is do I believe they should receive
14 recovery for their costs?

15 Q No. My question is does, isn't it Intrado's position
16 that neither Intrado or the PSAP should pay Embarq's costs?

17 A It is our position that neither Intrado nor the PSAP
18 should pay the cost of services they did not request or are not
19 being provided. In the case of applying tariff charges for
20 selective routing services or for ALI services that Embarq
21 typically applies when they are the 911 service provider, it's
22 Intrado's position that Embarq should not be able to recover
23 those costs any longer since those costs are really, the
24 service provider in that scenario becomes the competitive
25 provider.

1 So the costs that we're talking about here that
2 Embarq should no longer be able to recover is the cost of
3 selective routing when Intrado has been selected by the PSAP or
4 the county that's entered into agreement with us. So the costs
5 I'm talking about are not the trunking costs to get to the PSTN
6 costs. Those are covered under a different scenario to my
7 understanding. They are not part of the E911 fees that are
8 billed to public safety to my knowledge. What's billed to
9 public safety is the cost of selective routing, providing ALI
10 services, providing ANI in some ILECs, and I'm not certain
11 about Embarq. And those types of -- and perhaps even the
12 interselective routing trunking. Those types of costs are
13 clearly E911 type of costs. The cost of access to public
14 safety 911 networks is purely Public Switched Telephone
15 Network.

16 Q It's not related to providing 911 service; is that
17 what you're saying?

18 A In essence that's what I'm saying. Yes, ma'am.

19 Q Okay.

20 A I'm sorry for the long answer.

21 MS. MASTERTON: That's it. Embarq has no more
22 questions.

23 CHAIRMAN CARTER: Commissioner Skop.

24 COMMISSIONER SKOP: Thank you, Mr. Chairman. Just a
25 quick question or a point of clarification, I guess.

1 In the opening statements I guess we saw two
2 presentations and I think they illustrated this, and correct me
3 if I'm wrong because I'm trying to lay a foundation for my
4 question, but Intrado, I guess, advocated a line attribute or a
5 class marking routing solution; whereas, I think Embarq desires
6 to route its 911 traffic from its E911 selective router
7 directly to the Intrado E911 router. And with that in mind, if
8 I could please draw your attention to Page 17 of your direct
9 prefiled testimony, and I'll give you a second to look at that.

10 THE WITNESS: Thank you.

11 COMMISSIONER SKOP: And on Page 17 Intrado or -- I
12 think I'm saying it right. Intrado; is that correct?

13 THE WITNESS: Yes.

14 COMMISSIONER SKOP: Okay. Intrado alleges that this
15 will have a negative effect on public safety. And I think it's
16 in terms of introducing an additional point of failure in the
17 911 call path. And I was wondering if you could please help me
18 understand or further understand the nature of your concern in
19 that regard. And I have some additional questions, but I'm
20 trying to make sense of, of that.

21 THE WITNESS: Basically in the current environment
22 where you have selective routers that are interacting with each
23 other or where one selective router becomes the provider of 911
24 services for a specific incumbent LEC today there are wire
25 centers or central offices that have perhaps customers that are

1 split. Some are in one county that's served by one network,
2 some are basically served by another jurisdiction that's served
3 by a different selective routing 911 network.

4 With that in mind, there's a need to segregate that
5 traffic, to sort that traffic. CLECs today are faced with that
6 very issue routinely. So too are VoIP providers and others.
7 They have an obligation to get the call to the appropriate
8 selective router. And, in fact, even in Embarq's 251 template
9 they pretty much have indicated that there's a requirement for
10 the CLECs to provide their calls to the appropriate selective
11 router.

12 What that implies is that a provider that has
13 jurisdiction served by more than one, or I should say a switch
14 that's serving more than one jurisdiction, more than one 911
15 network, has an obligation to sort those calls, to segregate
16 them.

17 Now there's two ways to go about that, and we have
18 introduced one called line attribute routing, which is
19 basically validating the caller's information during the
20 service order entry process. And it then takes that
21 information and enables call routing and sorting at the end
22 office level. That's one mode of possible, possibly handling
23 that, that issue.

24 Second is the way that the ILECs typically do it
25 today, which is basically to have one selective router serve as

1 what they call a primary and the second selective router serve
2 as a secondary. So all calls are passed to the primary
3 selective router with a portion being handed off to another
4 selective routing system. The problem with that scenario is it
5 can equate and can result in customers, public safety customers
6 paying double for selective routing services because they pay
7 the first provider that gets the call that has to sort it.
8 Then they've got to pay the second provider that gets the
9 hand-off to complete the call. So in essence there's two
10 stages of selective routing. Intrado Communications views that
11 extra stage of routing as being a potential risk to the call.

12 I will comment that the selective routing systems in
13 place today are very reliable. There's no denying that the
14 reliability is very high on selective routing systems that are
15 in place today. However, they're not foolproof, which explains
16 why in West Palm Beach one of the providers in Florida has
17 provided dual tandem. They put in a second switch. They did
18 the same thing in the Tampa area, I believe.

19 COMMISSIONER SKOP: Well, I think that went to the
20 follow-on to my question because, you know, I was reading the
21 testimony and trying to follow my way through it to see what
22 point because certainly, you know, any effect on public safety
23 is important to the Commission and should be given its due
24 consideration. But I was wondering if, based on the diagrams,
25 if Embarq had redundant selective routers, would that mitigate

1 your concerns in terms of -- because, I mean, the --

2 THE WITNESS: Most definitely.

3 COMMISSIONER SKOP: Okay. Because I think that the
4 diagrams are somewhat idealized and I don't have, you know, any
5 knowledge --

6 THE WITNESS: That would significantly impact the
7 concerns. Because one of the things that Intrado is heavily
8 focused on is diversity.

9 COMMISSIONER SKOP: Okay.

10 THE WITNESS: And that would establish two different
11 distinct paths, one from each switch to Intrado's network. So
12 what that entails and what that enables is much improved
13 reliability if you have multiple dual tandem, what's commonly
14 called dual tandem or dual selective routing arrangements.

15 COMMISSIONER SKOP: And to that point, does Intrado
16 have E911 selective router redundancy?

17 THE WITNESS: Yes. That's where I've indicated that
18 we will have two interconnections within the state. There will
19 also be several RCL locations outside the state. A carrier
20 like -- excuse me. A CLEC that has a switch that serves
21 multiple states may choose which point in the national Intrado
22 network they wish to terminate to. So that gives them greater
23 efficiency.

24 Secondly, in the State of Florida to my knowledge
25 there's roughly, I think, over 15, between 15 and 20 selective

1 routers to my understanding. That means that a CLEC today, a
2 wireless provider today and a VoIP provider today have to
3 connect to 15 different points within the state. In Intrado's
4 scenario they can connect to simply two, which provides the
5 full diversity and redundancy that we're talking about.

6 COMMISSIONER SKOP: Okay. And just to that point
7 about you had mentioned reliability in your response and I
8 noticed that, I guess, in your assertion that there may be a
9 possible negative effect on public safety in terms of the
10 solution that you guys are advocating for. Are you assuming
11 that the reliability of Intrado's E911 selective router is
12 superior to that of Embarq's selective router in terms of
13 meantime between failure or anything like that? Because it
14 seems to me that the argument is based upon the additional
15 point of failure in the call path, and I'm just trying to flesh
16 that out a little bit.

17 THE WITNESS: Our selective routing system is
18 extremely reliable. Whether the system, the switching system
19 is any more reliable than the technology that the ILEC uses
20 today, I can't say that it's significantly better. What's
21 better is the diversity that's employed throughout the Intrado
22 Communications network both internally in the IP section of our
23 provisioning as well as on the output sides and the input sides
24 of our network, which are basically TDM, time division
25 multiplex type connections. So it's the diversity coming in

1 and out that is the bigger issue for Intrado.

2 COMMISSIONER SKOP: Okay. So you're not suggesting
3 then that your systems are more reliable than Embarq's in terms
4 of routing?

5 THE WITNESS: In terms of downtime, meantime to
6 failure, I can't say whether it is or isn't specifically other
7 than to say that both are using the same type of rationale and
8 design, which is redundancy of components within the switching
9 fabric itself.

10 COMMISSIONER SKOP: Okay. And is the common
11 transport trunk the problem? I guess I'm trying to figure out
12 where in --

13 THE WITNESS: We have two problems. The one that's
14 most significant for us is the ability to interoperate between
15 selective routing networks. Recognize that a party today or a
16 county that's on a selective router that serves multiple
17 counties that opts to step outside of the umbrella of the
18 ILEC's current routing network now steps out and activates
19 their own network and goes on to another provider's network.

20 The issue that remains is the ability to transfer
21 calls to and from each selective routing system with ALI, with
22 the actual location of the caller. That's what's the most
23 important element for us today is to have that ability. If a,
24 if we do not have that connectivity and if competitors were to,
25 or if ILECs were to withhold that capability, then that would

1 leave Intrado and other competitors in the state with the
2 inability to get parties to move away from their existing
3 provider because they would lose functionality.

4 COMMISSIONER SKOP: So just one final question then.
5 I guess what you're advocating for is additional 911 trunks or
6 access points in the, in the call path?

7 THE WITNESS: What I'm advocating isn't necessarily
8 switched but multiple points within the facility path.

9 COMMISSIONER SKOP: Okay. Thank you.

10 THE WITNESS: Yes, sir.

11 CHAIRMAN CARTER: Commissioners?

12 Staff, you're recognized.

13 MS. TAN: Staff has no questions.

14 CHAIRMAN CARTER: Commissioners, anything further?
15 You're recognized.

16 MS. KISER: Thank you, Mr. Chairman.

17 CHAIRMAN CARTER: It's Ms. Collins; is that right?

18 MS. KISER: Ms. Kiser.

19 CHAIRMAN CARTER: Kiser, sorry. You're Ms. Collins
20 then; right?

21 MS. COLLINS: Yes.

22 MS. KISER: Yeah.

23 CHAIRMAN CARTER: Ms. Kiser. Sorry.

24 MS. KISER: Thank you.

25 REDIRECT EXAMINATION

1 BY MS. KISER:

2 Q Mr. Hicks, just one follow-up question. You were
3 asked some questions by Ms. Masterton regarding Florida Statute
4 365.172.

5 A Yes.

6 Q I think you have a copy of it there before you now.
7 It's marked as Exhibit 51. On Page 1 of that statute there was
8 some discussion about the 50-cent fee that consumers pay for
9 911 in connection with 911 services; is that correct?

10 A Yes.

11 Q If you look at Subsection (2)(E) on the first page
12 there and the sentence beginning "It is further," do you see
13 that?

14 A Yes.

15 Q Could you just read that for me, please?

16 A You want me to read (E)?

17 Q Yes. Not all of (E), just the paragraph that begins
18 "It is further."

19 A Okay. It is further -- excuse me. "It is further
20 the intent of the Legislature that the fee authorized or
21 imposed by this section not necessarily provide the total
22 funding required for establishing or providing E911 service."

23 MS. KISER: Thank you, Mr. Hicks. I have no further
24 questions.

25 CHAIRMAN CARTER: Thank you. Let's deal with -- yes,

1 ma'am.

2 MS. KISER: Oh, at this point I would like to move
3 the exhibits of Carey Spence-Lenns and Mr. Hicks into the
4 record.

5 CHAIRMAN CARTER: Okay.

6 MS. KISER: It would be Numbers 14 through 34.

7 CHAIRMAN CARTER: Any objections?

8 MS. MASTERTON: No objection.

9 CHAIRMAN CARTER: Without objection, show it done.
10 14 through 34, that includes both the Spence-Lenss -- did I get
11 it right?

12 MS. KISER: Spence-Lenss, 14 to 26, and Mr. Hicks, 27
13 (sic) through 34.

14 CHAIRMAN CARTER: Okay. Thank you.

15 (Exhibits 14 through 34 admitted into the record.)

16 You may call your next witness.

17 MS. MASTERTON: And, Mr. Chairman, Embarq would like
18 to move Exhibits 50 and 51 into the record as well.

19 CHAIRMAN CARTER: 50 and 51. No objections? Without
20 objection, show it done.

21 (Exhibits 50 and 51 admitted into the record.)

22 Ms. Kiser, on your next witness, how long do you
23 think it's going to take?

24 MS. KISER: I would not think very long. I guess
25 that depends upon counsel for Embarq and staff.

1 CHAIRMAN CARTER: Well, let's push on and see how far
2 we can get done. Call your next witness.

3 MS. KISER: All right. Mr. Melcher.

4 CHAIRMAN CARTER: Excuse me. Before we get started,
5 we did move in 50 and 51?

6 MS. MASTERTON: I think so. I think that's what I
7 did. Did you -- do we agree?

8 CHAIRMAN CARTER: Yes.

9 MS. MASTERTON: Yeah.

10 CHAIRMAN CARTER: Without objection, show it done.
11 You're recognized.

12 JOHN MELCHER

13 was called as a witness on behalf of Intrado Communications,
14 Inc., and, having been duly sworn, testified as follows:

15 DIRECT EXAMINATION

16 BY MS. KISER:

17 Q Good morning, Mr. Melcher.

18 A Good morning, Ms. Kiser.

19 Q Please state your name and business address for the
20 record.

21 A My name is John Melcher. Business address is
22 1511 Waterside Drive in League City, Texas.

23 Q Thank you. And are you the same John Melcher who
24 caused to be prepared and filed the rebuttal testimony
25 consisting of 13 pages?

1 A I am.

2 Q And do you have any changes or corrections to your
3 prefiled testimony?

4 A I do not.

5 Q And if I asked you those questions today, would your
6 answers be the same?

7 A Yes, ma'am.

8 MS. KISER: Thank you. Mr. Chairman, I would ask
9 that the prefiled rebuttal testimony of Mr. Melcher be inserted
10 into the record as if read here today.

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

13 MS. KISER: Okay. Thank you.

14 BY MS. KISER:

15 Q Mr. Melcher, did you cause to be prepared and filed
16 rebuttal testimony exhibits identified as JM-1?

17 A Yes, ma'am.

18 Q Thank you. And do you have any changes or
19 corrections to that exhibit?

20 A No, ma'am.

21 MS. KISER: Mr. Chairman, can we have the rebuttal
22 testimony exhibits of Mr. Melcher identified as Exhibit 35 for
23 the record?

24 CHAIRMAN CARTER: Exhibit 35 will be recognized for
25 the record.

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(Exhibit 35 marked for identification.)

MS. KISER: Okay. Thank you.

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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.

REBUTTAL TESTIMONY OF JOHN R. MELCHER

May 28, 2008

SECTION I - INTRODUCTION

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

A: My name is John R. Melcher. My business address is 1511 Waterside Drive, League City, Texas, 77573.

Q: WHO ARE YOU EMPLOYED BY?

A: I am the founder and president of the Melcher Group – a consulting firm specializing in public safety related activities. I am also a principal in Cyren Call Communications – advisor to the Public Safety Spectrum Trust Corporation. I act as a consultant to many public safety-related companies such as Intrado Communications Inc. (“Intrado Comm”).

Q: PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND PROFESSIONAL EXPERIENCE.

A: My curriculum vitae is attached as Exhibit No. ____ (Melcher, Rebuttal Exhibit JM-1). Prior to joining Cyren Call Communications in 2006, I was

1 employed by the Greater Harris County 911 Emergency Network for fifteen
2 years in various positions including, most recently, Executive Director and
3 Chief Operating Officer. I was responsible for the design and management of
4 integrated voice and data networks providing emergency number service for
5 over 4.5 million citizens in 48 cities and four counties in the Houston
6 metropolitan areas. The Greater Harris County 911 Emergency Network is
7 the largest regional 911 program in the country. I also managed numerous
8 projects, including an early warning notification system, an automatic crash
9 notification system, and several projects surrounding wireless 911
10 implementation.

11 **Q: PLEASE DESCRIBE YOUR PROFESSIONAL AFFILIATIONS AND**
12 **PARTICIPATION IN INDUSTRY ASSOCIATIONS.**

13 **A:** I am certified as a National Emergency Numbering Association (“NENA”)
14 Emergency Number Professional (“ENP”). During my career, I have served
15 as the President, 2nd Vice President, and 1st Vice President of NENA. I have
16 also served as the wireless liaison for NENA working closely with wireless
17 carriers, manufacturer trade associations, the Federal Communications
18 Commission (“FCC”) and the Cellular Telecommunications & Internet
19 Association (“CTIA”). I have received six (6) NENA Presidential Citations
20 for contributing to and leading industry and association efforts. I also
21 regularly speak at public safety related conferences.

22 **Q: HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE FLORIDA**
23 **PUBLIC SERVICE COMMISSION?**

1 A: No, I have not previously testified before the Florida Public Service
2 Commission (“Commission”).

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

4 A: The purpose of my testimony is to provide information on some of the
5 technical issues raised in this proceeding from an industry perspective.

6 **SECTION II – BACKGROUND**

7 **Q: HOW MANY YEARS HAVE YOU BEEN INVOLVED WITH THE**
8 **PUBLIC SAFETY INDUSTRY?**

9 A: Twenty-nine (29) years.

10 **Q: IN THAT TIME, HAVE YOU SEEN CHANGES IN THE 911**
11 **INDUSTRY?**

12 A: Yes.

13 **Q: CAN YOU PLEASE DISCUSS SOME OF THOSE CHANGES.**

14 A: Changes in the emergency services industry have affected every area of 911
15 operations from technical and political changes to legislative changes.
16 Among these changes, the biggest driver is access to telecommunications. We
17 now have access to telecommunications devices and telecommunications
18 applications far beyond what the original 911 network, its architects, and
19 industry policymakers ever envisioned. As a result, in order to keep up with
20 technological changes, 911 related funding and policy initiatives have and
21 continue to change.

22 Historically, 911 has been a very specialized niche area provisioned by
23 incumbent local exchange carriers (“ILECs”). Among the ILECs’ portfolio of

1 services, the 911 network and infrastructure has received far too little attention
2 with respect to the modernization and evolutionary design and development
3 compared to their ever-expanding networks. The Commission and its Staff
4 have, to their credit, recognized that 911 services have been overlooked, and
5 through this proceeding and other activities, are beginning to enhance public
6 safety's access to modern technologies, supporting interoperability among
7 PSAPs, and recognizing the overall benefits of competition in the 911
8 marketplace.

9 **Q: WHAT ISSUES WILL BE CRITICAL TO THE FUTURE OF THE**
10 **PUBLIC SAFETY INDUSTRY?**

11 **A:** The most critical issue for public safety is achieving performance parity for
12 the 911 network through technological advancements and synchronizing
13 public safety technologies with those of the rest of the telecommunications
14 industry. There are broad-based consumer applications that do not
15 appropriately incorporate 911 solutions. Public safety is commonly left out of
16 the equation in the development, standardization and promulgation of these
17 modern technologies and applications. As a result, consumers dangerously
18 assume that 911 is part and parcel of all modern telecommunications service
19 offerings. Unfortunately, 911 and citizen access to emergency
20 communications has become more of an afterthought than a forethought.
21 Many state commissions, such as Florida's, are left to bat clean-up. The
22 citizens of Florida have the right to expect better performance from their 911
23 systems, just as they enjoy expanded consumer choice in this modern

1 competitive environment. This is necessary to continue to serve the public
2 interest. The Commission has the ability to put mechanisms in place to ensure
3 that Florida's citizens enjoy state-of-the-art emergency services and access to
4 those resources that the public has come to expect.

5 **Q: IS THERE COMPETITION IN THE 911 INDUSTRY TODAY?**

6 **A:** Yes, but unfortunately it is very limited. There are many examples in the 911
7 industry where technologies are available to assist public safety, but barriers
8 to access, such as outdated policies, restrict competition. In many states,
9 policies have not changed since the inception of the 911 system. They remain
10 way behind the curve on cost recovery, interoperability, and other issues
11 related to a competitive environment, especially where multiple providers are
12 offering service.

13 **Q: WHAT PROCESS WAS USED TO IMPLEMENT 911 COMPETITION**
14 **IN THOSE AREAS?**

15 **A:** Competition in those areas is a new and emerging response to the needs of
16 public safety. Texas, for example, has had competition for selective routing
17 database provisioning since the late 1990s. Only since the inception of
18 competitive local exchange carriers ("CLECs") have we seen the removal of
19 some barriers to competition. Unfortunately, limited efforts were made for
20 911 competition and it has remained on the tail end. The instant proceeding
21 reflects the challenges to providing a competitive 911 service despite the
22 overall telecommunications revolution that commenced in 1996 with the
23 passage of the federal Telecommunications Act, an Act that was specifically

1 passed twelve (12) years ago to give competitive providers the tools necessary
2 to enter a market controlled by unwilling ILECs.

3 **Q: HOW HAS COMPETITION BENEFITED PUBLIC SAFETY**
4 **AGENCIES?**

5 **A:** The benefits of competition have been limited so far, and it has been an uphill
6 battle for public safety. While we have made some strides in going to a larger
7 cadre of service providers, we have not been able to take advantage of choice
8 and competitive price points enjoyed by the larger telecommunications
9 industry because of the barriers to access and competition. While all
10 telecommunications providers would agree that access for public safety to
11 current and advanced technologies is in the public interest, new entrants are
12 overwhelmingly mired into adversarial processes. The instant proceeding
13 serves as an example of the difficulty in increasing options for public safety.

14 **Q: ARE YOU FAMILIAR WITH THE TERM “NEXT-GENERATION”**
15 **WITH RESPECT TO 911 NETWORKS?**

16 **A:** Yes. I continue to work with various committees and standard setting
17 organizations focused on developing Next-Generation E911.

18 **Q: WHAT DOES THAT TERM MEAN?**

19 **A:** The term is overused, misused and abused. The immediate work for public
20 safety in all states, including Florida, is to bring 911 up to current technical
21 and operational best practices. This work should not be confused with “next-
22 generation” systems or applications. For example, the ability to support 911
23 calls from Voice over Internet Protocol (“VoIP”) service callers or from

1 wireless callers is based on current technology that would bring Florida to
2 existing standards and requirements. A true multi-provider market requires
3 interoperability among networks. Indeed, the significant changes in the 911
4 industry to date are centered on a service provider's ability to interconnect its
5 network with the public safety entity and to send the appropriate voice and
6 data and/or location information.

7 The question then becomes how do we take 911 to a place that we have not
8 seen yet? Next-generation architectures assume changes will take place.

9 Their platforms can anticipate advancements, *e.g.*, via scalability. However,
10 these yet-to-be-seen changes have no bearing on public safety's immediate
11 need to access current technologies, open access, and the need for enhanced
12 interoperability.

13 **Q: HOW HAS NENA BEEN INVOLVED WITH THE DEVELOPMENT**
14 **OF NEXT-GENERATION 911 NETWORKS?**

15 **A:** NENA continues to focus more on ensuring that public safety has access to
16 current state-of-the-art technologies to fight the disparity in service levels
17 across the country. We know that incumbent providers' customers in other
18 industries have access to state-of-the-art technologies while 911 customers
19 suffer from outdated architectures and service offerings. The 911 community
20 is deprived of modern technologies due to barriers in the marketplace,
21 including the notion that only the incumbents may serve as the designated 911
22 provider. Incumbent providers ensure that other industry segments have the
23 ability to take calls from all over the world. This global standard has not been

1 applied to 911. Alternative providers offer current, modern, and off-the-shelf
2 technologies and applications that public safety needs but cannot get due to
3 artificial barriers.

4 NENA, however, needs to support a vision whereby 911 networks and
5 systems are interoperable. It is not enough to remove barriers to entry.

6 Enhancements to public safety cannot be done in a vacuum. Section 251
7 interconnection is an existing, viable mechanism whereby a state commission
8 may ensure that interoperability among its 911 service providers is
9 administered efficiently, fairly and in keeping with the public interest.

10 Commercial agreements have previously served as an impediment to a level
11 playing field. Congress recognized this when it passed the 1996 Act. There is
12 little incentive for the incumbent provider to act timely or to price its services
13 as it would in a vibrant competitive market. I have direct experience in Harris
14 County, Texas where we invested millions of dollars into an upgrade that took
15 an exorbitant amount of time and resources due to the “turf battles” of
16 incumbent providers.

17 **Q: WHY IS IT IMPORTANT FOR PUBLIC SAFETY TO ENSURE**
18 **THEIR NETWORKS CAN SUPPORT CURRENT TECHNOLOGIES?**

19 As self evident as it may seem, technology is not the issue. *Access* to
20 technology is the issue. By examining industries outside of public safety, the
21 disparity is highlighted. For example, the energy, aerospace, and biomedical
22 industries are typically early adopters and are able to enjoy new technologies
23 as they are introduced. The early adopters generally have more current

1 telecommunications technology platforms and are able to integrate innovative
2 technologies as they are released.

3 In the 911 industry, we know the public is using leading edge technologies
4 and applications and they must be able to contact public safety. The 911
5 authorities committed to responding to 911 callers should be no more
6 restricted than any other consumers in the marketplace. Alternative providers
7 are currently offering solutions that, if integrated into the network now, would
8 permit public safety to be able to support the needs of these 911 callers.

9 Integration into today's modern network is key. Otherwise, public safety is
10 limited to legacy systems that we know lack the capability of supporting
11 current technologies and applications.

12 To further illustrate public safety's needs, we know that there is an incredible
13 investment on the part of incumbents and competitors alike into broadband
14 and IP-based networks. This evolution is important because it emphasizes
15 that services will not be about voice and data alone, they will be about
16 information and information sharing. The information sent over an IP
17 network could include voice, bursty data, building plans, streaming video,
18 mug shots, fingerprints, etc. The possibilities to enhance public safety's
19 response will grow exponentially. If my thirteen year old niece can send a
20 photo with a text message to her friends, why can't a witness to a crime do the
21 same? IP is the platform upon which all current telecommunications
22 applications reside and all future developments will be deployed. Public
23 safety's inability to integrate IP technologies and infrastructure today is

1 stifling their progress and making it unaffordable for them to advance to
2 current, off-the-shelf products and services. Public safety will remain behind
3 the curve if it is denied more robust competitive 911 service offerings, which
4 is diametrically opposed to the level of service the public expects and
5 demands and this Commission, Congress, and the FCC have mandated.

6 **SECTION III – UNRESOLVED ISSUES**

7 ***Issue 2(a): What trunking and traffic routing arrangements should be used for***
8 ***the exchange of traffic when Intrado Comm is the designated 911/E911 Service***
9 ***Provider?***

10 ***Issue 2(b): What trunking and traffic routing arrangements should be used for***
11 ***the exchange of traffic when Embarq is the designated 911/E911 Service Provider?***

12 **Q: CAN YOU EXPLAIN WHAT IS MEANT BY “CLASS MARKING”?**

13 **A:** I understand the term “class marking,” which describes the process used
14 generally to direct calls in split wire center areas or serving central office.
15 However, it is not germane to the 911 multi-provider market, as I further
16 discuss below. The appropriate term is more like “Line Attribute Routing,”
17 (Subscriber Data Element Specific) which is the process whereby a
18 subscriber’s voice and related data is provided for the appropriate routing of
19 an emergency call.

20 **Q: DO LOCAL EXCHANGE CARRIERS USE LINE ATTRIBUTE**
21 **ROUTING FOR 911 IN THE INDUSTRY TODAY?**

22 **A:** Yes, in limited applications.

1 **Q: IS IT TECHNICALLY FEASIBLE TO USE LINE ATTRIBUTE**
2 **ROUTING TO ROUTE 911 CALLS?**

3 **A:** Yes. It is similar to the call setup information used when a consumer makes a
4 long distance or 1+ call. By relying on line attributes associated with the end
5 user's service choice and related data elements, the serving switch knows
6 where to send the call.

7 **Q: WHAT OTHER PROCESS CAN BE USED TO ROUTE 911 CALLS**
8 **WHEN THERE ARE MULTIPLE 911 PROVIDERS?**

9 **A:** Secondary processing, such as through an incumbent's selective router, is
10 another method. Line attribute routing is preferred since the line attribute data
11 is established prior to call set-up, rather than through secondary processing or
12 switching systems. By relying on line attribute data elements that relate to
13 subscriber's information, the call may be delivered without introducing further
14 complexities or points of failure during call set-up and delivery to the
15 appropriate E911 system. The fewer points of failure introduced into call set-
16 up and delivery, the more accurate call delivery will be.

17 **Q: WHY IS LINE ATTRIBUTE ROUTING A SUPERIOR METHOD?**

18 **A:** In the 911 industry, generally, we try to avoid multiple links, multiple hops,
19 and the creation of multiple points of failure. By applying options such as
20 Line Attribute Routing at call set-up, we mitigate the potential for failure.

21 **Q: WHO IS USING THIS TODAY?**

22 **A:** Internet service providers use this process today. Indeed, every call delivery
23 system can use these attributes, similar to the way the functionality is

1 achieved in other areas, such as 1+ long distance. When a service order is
2 processed for a consumer to receive dial tone, line attributes are encoded into
3 the central office database to depict the consumer's choice of long distance
4 provider. 911 Line Attribute Routing works the same way. As the incumbent,
5 as a local telephone exchange provider, has the obligation to direct calls to the
6 customer's pre-subscribed long distance provider, it too has the obligation to
7 deliver emergency calls to the appropriate PSAP. Both use subscriber-based
8 attributes to determine where the call is delivered.

9 **Q: WHY SHOULD INCUMBENTS, AS LOCAL EXCHANGE**
10 **PROVIDERS, BE REQUIRED TO UTILIZE LINE ATTRIBUTE**
11 **ROUTING?**

12 **A:** It is my understanding that there is an obligation on all telecommunications
13 providers of local exchange dial tone services in Florida to deliver 911 calls to
14 the designated E911 Services provider for ultimate delivery to the appropriate
15 PSAP. For example, a CLEC serving Florida today may rely on switching
16 facilities located in New York. The CLEC does not have the option of
17 choosing call delivery to PSAPs in the closest rate center to New York in
18 order to fulfill its 911 obligation in Florida. The CLEC has to make
19 arrangements for the call to be delivered appropriately.

20 While I cannot make an apples-to-apples comparison with wireless providers
21 because they do not rely on line attributes, they perform call sorting on their
22 side of the network prior during call set-up to ensure 911 calls are delivered to
23 the appropriate 911 system.

1 As discussed above, incumbent providers of dialtone services have the
2 obligation to send their 911 calls to the appropriate E911 System for delivery
3 to a PSAP. Incumbent providers in Florida have impressed consumers with
4 their global presence, earnings, acquisition of other telecommunications
5 providers, bundled product offerings across multiple affiliates, and corporate
6 partnerships. It is unacceptable, especially in light of their profitable growth
7 to continue to deny current state-of-the-art technologies to public safety. Best
8 practices and policies to ensure their application across all providers will
9 ensure that emergency calls are delivered to the appropriate PSAP in the most
10 efficient and reliable manner. The Commission appropriately determined it
11 was acceptable for toll competition. The same should be adopted for 911.

12 **Q: DOES THIS COMPLETE YOUR REBUTTAL TESTIMONY?**

13 **A:** Yes.

1 BY MS. KISER:

2 Q Mr. Melcher, have you prepared a summary of your
3 testimony?

4 A Yes, ma'am.

5 Q Could you please present that now.

6 A Yes, ma'am.

7 Good morning, Commissioners. It's a pleasure to be
8 with you today. My experience is almost 30 years in public
9 safety, initially as a first responder, some nine years in the
10 police department, an additional eight years, some of that
11 concurrent as a paramedic and paramedic instructor, all the way
12 up to Chief Operating Officer and then Chief Executive Officer
13 of the nation's largest multijurisdictional 911 program. My
14 experience also includes national leadership for 911 in the
15 areas of policy and legislation and activism on the part of 911
16 PSAPs across the country in North America.

17 I would submit to you today that what, what we're
18 entertaining, what you're entertaining is really about
19 interoperability. Our nation is a more mobile society than we
20 were when the legislation and even telecom policy regarding 911
21 was written and enacted and implemented.

22 Interoperability is a confused term. It is much
23 abused and misused. But it's really about information sharing,
24 and that information sharing has to go all the way from the
25 citizen who demands access to emergency services to those in

1 the field who provide those services. Without access across
2 the board and a fair, level playing field the citizens are not
3 truly served.

4 There are barriers with competition just as there are
5 benefits with competition. Unfortunately, the 911 community,
6 the public safety community has seen more of the former than
7 the latter. Because of barriers to implementation in the
8 competitive environment, public safety has not been able to
9 realize the benefits that competition and new technologies
10 bring to the rest of society.

11 There's no doubt of the sincerity or the dedication
12 of the incumbent players. They were the ones who gave birth to
13 911 in this country, which was the initial citizens' access to
14 emergency services. But as technology has changed and as
15 policies have changed and our citizens, as I said, have become
16 more mobile, those policies are now outdated and must be
17 reflected upon and modified so that those citizens can be
18 served.

19 Don't, please don't let the competing interests
20 eclipse the interest of the leadership of public safety and
21 those consumers that they are sworn to protect. The truly
22 responsible party here for 911 and the operations of emergency
23 communications networks are the public safety officials. It
24 has really less to do with the competing interests that you see
25 here today and more to do with the responsibility of those

1 leaders who are either elected or appointed that are
2 responsible for serving the citizens and getting them the
3 access to emergency services that they require. Those
4 government leaders are the ones who order the service from the
5 people that you see sitting here, they're the ones who create
6 the teams that help them build the piece parts that make that
7 service operable. Without them it could not exist. And
8 they're the ones who write the checks for the goods and
9 services that the people in this room are providing to them.

10 So don't be misled by some of the misconceptions and
11 even obfuscations about whether this is an IP next-generation
12 cloud or -- you know, IP is the level playing field of
13 communications today. The future of telecommunications and all
14 communications is IP, and so there are pieces of that that will
15 be and pieces that won't be for some time to come. It's how
16 those pieces fit together that are so important that you must
17 address in your deliberations as you address this proceeding.

18 Public safety is the customer. It's the public
19 safety leaders that should be involved in the decision-making
20 process. And what is so sad to me is that as these kinds of
21 hearings are going on around the country today, the person not
22 sitting at the table that needs to be represented is the public
23 safety leader. They have to be provided choices, they have to
24 be given options that they've not been given in the past. So
25 when it comes to the citizens who are paying for the service,

1 you hear all the time, whether it's Embarq or the incumbent
2 local exchange carrier's customer who's paying for the service
3 or whether it's the customer of another carrier, it's not the
4 customer of the carrier, it's the citizen. And funds are
5 raised through different mechanisms throughout the country and
6 in different states. In this case it is on the phone bill, but
7 the funds are really user fees that the citizens pay so that
8 government has the ability to order services, specify services
9 and execute systems that allow citizens access to emergency
10 services.

11 It is, it is no fault of the incumbent carriers but
12 it is just a result of the merger and acquisition frenzy that
13 has gone on in the telecommunications industry today. But the
14 ratio of 911 dedicated personnel in the incumbent carriers to
15 the number of subscribers has dropped dramatically over the
16 last several years. And it's, again, not through any overt
17 act, it's just a matter of mergers and acquisitions. But the
18 team members that served me when I was running a very, very
19 large system dwarfed at the end of my career two years ago
20 compared to when it started. It's just the way it's happening.

21 911 used to be actually in many local exchange
22 carriers a profit center. They actually made money on 911; not
23 a lot, but they made a significant amount of revenue. That is
24 not the case anymore. Now it's all about broadband and all
25 these other services that they're selling, and 911 is truly --

1 MS. MASTERTON: Mr. Chairman, I need to interrupt
2 because I thought this was supposed to be a summary of his
3 testimony. I think he's saying a lot of things that I've not
4 heard before until today, so I have to object to that.

5 CHAIRMAN CARTER: Ms. Kiser, your response?

6 MS. KISER: Mr. Melcher has provided rebuttal
7 testimony that reflects his knowledge and background as a
8 public service safety provider over his vast 29 years of
9 experience and I think that he's speaking from that direct
10 experience. And not every specific detail of what he's
11 mentioned is in his rebuttal testimony but it certainly goes to
12 his experience, which is referenced in his rebuttal testimony.

13 CHAIRMAN CARTER: I think though the point was for
14 him to do a summation. And I think -- let's move further --
15 let's -- you may --

16 MS. MASTERTON: I would just ask that he stick with
17 his testimony and not start speculating about what ILECs are or
18 are not investing in today, which is not a subject of this
19 docket or addressed in anybody's testimony.

20 CHAIRMAN CARTER: Let's proceed with
21 cross-examination.

22 MS. KISER: Mr. Melcher is available for cross.

23 MS. MASTERTON: And Embarq has no cross for
24 Mr. Melcher. Thank you.

25 CHAIRMAN CARTER: Staff?

1 MS. TAN: Staff has no questions for Mr. Melcher.

2 CHAIRMAN CARTER: Commissioners, any questions?

3 Ms. Kiser.

4 MS. KISER: Thank you, Mr. Chairman. At this time
5 we'd like to move the Exhibit 35 into the record of
6 Mr. Melcher.

7 CHAIRMAN CARTER: Without objection, show it done.

8 (Exhibit 35 admitted into the record.)

9 MS. KISER: Thank you. That concludes Intrado's
10 case.

11 CHAIRMAN CARTER: Commissioners, where we are now,
12 Intrado has completed their case. And before we begin with
13 Embarq's case, it looks like a good breaking point. Maybe give
14 staff an opportunity to compile some things as well as get, for
15 staff to have an opportunity for lunch as well.

16 Why don't we do this, Commissioners. Why don't we
17 come back -- I'm thinking 1:30. Would that work for everyone?
18 I know that, with us traveling I know that all of us have some
19 follow-up things that we need to do from being on the road for
20 so long, as well as staff has some things. So we are in recess
21 until 1:30.

22 MS. KISER: Thank you.

23 (Recess taken.)

24 (Transcript continues in sequence with Volume 2.)

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1 STATE OF FLORIDA)
2 COUNTY OF LEON)

CERTIFICATE OF REPORTER

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

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

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

DATED THIS 14th day of July, 2008.

Linda Boles
LINDA BOLES, RPR, CRR
FPSC Official Commission Reporter
(850) 413-6734