BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 070736-TP

In the Matter of:

PETITION BY INTRADO COMMUNICATIONS, INC. FOR ARBITRATION OF CERTAIN RATES, TERMS, AND CONDITIONS FOR INTERCONNECTION AND RELATED ARRANGEMENTS WITH BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T FLORIDA, PURSUANT TO SECTION 252(B) OF THE COMMUNICATIONS ACT OF 1934, AS AMENDED, AND SECTIONS 120.80 (13), 120.57(1), 364.15, 364.16, 364.161, AND 364.162, F.S., AND RULE 28-106.201, F.A.C.

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VOLUME 1

Pages 1 through 237

PROCEEDINGS:	HEARING
BEFORE:	CHAIRMAN MATTHEW M. CARTER, II COMMISSIONER LISA POLAK EDGAR COMMISSIONER KATRINA J. McMURRIAN COMMISSIONER NANCY ARGENZIANO COMMISSIONER NATHAN A. SKOP
DATE:	Thursday, July 10, 2008
TIME:	Commenced at 9:37 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

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CHAIRMAN CARTER: Good morning. I'd like to call this hearing to order and first of all begin by having staff to read the notice.

MS. TAN: Good morning, Commissioners. Pursuant to notice filed June 20th, 2008, this time and place has been set for a hearing conference in Docket Number 070736-TP, In Re: Petition for Intrado Communications, Inc., for arbitration of certain rates, terms and conditions for interconnection and related arrangements with BellSouth Telecommunications, Inc., d/b/a AT&T Florida, pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Sections 120.80(13), 120.57(1), 364.15, 364.16, 364.161 and 364.162, Florida Statutes, and Rule 28-106.201, Florida Administrative Code.

CHAIRMAN CARTER: Thank you. Now let's take appearances.

MS. KISER: Good morning. Chérie Kiser, Cahill, Gordon, and Angela Collins, Cahill, Gordon, on behalf of Intrado Communications, and the Associate General Counsel Rebecca Ballesteros for Intrado Communications.

MR. SELF: And also Floyd Self of the Messer, Caparello & Self Law Firm on behalf of Intrado Communications.

MR. CARVER: Good morning. Phillip Carver on behalf of AT&T Florida.

CHAIRMAN CARTER: I'm sorry. Try that one more time.

MR. CARVER: Okay. Phillip Carver on behalf of AT&T Florida.

MR. GURDIAN: Manny Gurdian on behalf of AT&T Florida.

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

CHAIRMAN CARTER: Thank you. Staff, are there any preliminary matters?

MS. TAN: Yes, sir. On Tuesday, July 8th, 2008, Intrado filed a revised exhibit for Carey Spence-Lenns, CSL-4. It is staff's understanding that the parties have agreed to enter the exhibit as a supplement CSL-4. This exhibit can be entered into the record at the appropriate time.

CHAIRMAN CARTER: Okay. Any objections from the parties?

MS. KISER: None.

MR. CARVER: No objection.

CHAIRMAN CARTER: Okay. Staff, you may proceed.

MS. TAN: And we would like to identify all the exhibits listed in the Comprehensive Exhibit List. There are currently 1 through 47. We have compiled this list of discovery and testimony exhibits that can be entered into the record by stipulation.

In an effort to facilitate the entry of these exhibits, we would suggest that this list itself be marked as

the first hearing exhibit and that the discovery exhibits be marked thereafter in sequential order as set forth in the chart. At this time staff requests to move into the record Exhibits 1 through 12.

CHAIRMAN CARTER: Any objections?

MS. KISER: No objections.

MR. CARVER: No objection.

CHAIRMAN CARTER: Show it done.

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

MS. TAN: And, Commissioners, the remaining identified exhibits would be proffered by the respective parties at the time that their witnesses are testifying.

CHAIRMAN CARTER: Excellent. Any further preliminary matters?

MS. TAN: No. We are ready for the opening presentations.

CHAIRMAN CARTER: Okay. Now those witnesses that will be testifying today, we would like to kind of administer the oath at one time. So all of you that are going to be testifying in any capacity today, would you please stand so I could administer the oath to you. Raise your right hand.

(Witnesses collectively sworn.)

You may be seated. You're recognized.

MS. KISER: Thank you. Mr. Hicks, could you please

introduce yourself and provide the opening presentation?

MR. HICKS: Good morning, Mr. Chairman and Commissioners. My name is Tom Hicks. I am the Director of Carrier Relations for Intrado Communications, Incorporated. I sincerely appreciate the opportunity to be here this morning and hope to briefly summarize for you the Intrado Communications Intelligent Emergency Network 251(c) interconnection necessary for the delivery of competitive 911, E911 local exchange services in Florida.

The diagram before you represents a high level drawing of how Intrado Communications' Intelligent Emergency Network integrates with the Public Switched Telephone Network or local network of a carrier like AT&T. There are six decisions we must have from you in this case before Intrado Comm will be able to provide service to any PSAP in Florida, and we are entitled to these decisions under Section 251(c) of the Federal Act.

The first Intrado Comm -- excuse me. First, Intrado Comm must have access to the AT&T subscriber records containing the consumer's telephone number and address location information. This information is absolutely necessary and vital to enable public safety to respond to calls for emergency assistance. This information is currently available and used by the incumbent LECs to source their own E911 database systems. This data is validated and stored in the 911 location

database and 911 routing base shown on the diagram. And I will attempt to -- that's down at the -- whoops, we lost the picture. Oh, I canceled it. I'll go back. Okay. Thank you. Let me try this again. How do I -- excuse me.

I think I might be able to just as well show -- the linkage that's shown between, the line that's shown between the originating office and the RCL trunk gateway is the circuit we're talking about here. Without access -- excuse me. I'm sorry. The devices we're talking about are those devices at the bottom of the drawing under the Intrado IEN which shows 911 call routing and 911 location data. Those are two databases that must be, must contain the location information of the 911 or, excuse me, of the local exchange provider.

The second thing we need from AT&T is interconnection between AT&T's originating local network and the Intrado Comm network. Looking to the left side of the diagram you can see a wireline telephone connected to the AT&T originating central office. When a caller dials 911, the originating office translates the dialed digits and, based upon the location of the caller, the originating office connects the caller over the local network to Intrado Communications' selective router, which is denoted as the RCL gateway on the diagram.

So if you look at the line drawn between the originating office and the RCL, that's the line I'm talking about and the connection I'm talking about here. The AT&T

switch also forwards a caller's telephone number, commonly referred to as ANI, automatic number identification, to the Intrado Comm selective router or switch at the time of the call. Without this interconnection, the consumer would be unable to reach Intrado Communications' selective router. Without forwarding the ANI, the Intrado Comm switch would be unable to determine which public safety answering point, or PSAP, needs to receive the call.

The third item we need from AT&T is interconnection between Intrado Comm's network and the PSAP customer of Intrado Comm. When Intrado Comm receives the call, the Intelligent Emergency Network identifies which PSAP is to receive the call and the call is routed over the terminating local network via AT&T's last-mile facility to the PSAP. In the drawing that's shown to the far side of the diagram as the line between the IEN edge router and the PSAP. That's the circuit connection we're considering. Without this interconnection, the PSAP would never receive the call. Without forwarding the ANI, the PSAP would be unable to retrieve the caller's location information.

The fourth thing we need from AT&T is an interconnection between the Intrado Comm network and AT&T's network so that call transfers can occur seamlessly. If a PSAP served by Intrado Comm receives a 911 call that needs to be transferred to a PSAP served by AT&T, there must be a physical

interconnection that will enable Intrado Comm to pass the caller's ANI to the AT&T selective router simultaneously with a call. This interconnection is represented in the diagram by the line between the AT&T selective router switch, which is designated here as SR on the diagram, and the Intrado Comm selective router.

Similar transfer capability is needed for calls transferred from an AT&T PSAP to the Intrado Comm served PSAP. Without this interconnection and caller location display interoperability, when Intrado Comm transfers a call to a PSAP served by AT&T, the caller's location information will not be passed to AT&T and lives could be lost since the PSAP won't have all the necessary information to be able to timely respond. The same is true if AT&T needs to transfer a call to Intrado Comm. Such a loss of life was experienced in April when a Florida consumer's location information was unable to be automatically passed from one PSAP to another. Without forwarding the ANI, the PSAP would be unable to retrieve a caller's information.

It should be noted that in Palm Beach County alone there are 26 PSAPs. If Intrado Comm was serving one of those PSAPs, it's imperative that they have, each of those PSAPs still have the ability to transfer call and location information to that caller. And that's where we were -- what we're talking about here.

The last two decisions we need from you, Commissioners, in this proceeding that are important for competition and the highest quality 911 network for consumers: First, we read AT&T's testimony to be that it wants to continue to be able to charge PSAPs for services they no longer receive or order if Intrado Comm is selected as a local network services provider. We believe that you already addressed this point in the declaratory statement when you said that Section 364.604(2) provides that a customer shall not be liable for any charges for telecommunications or information services that the customer did not order or that were not provided to the customer. And that's Order Number 08-0734 at Page 14.

If AT&T is allowed to continue to assess tariff charges to public safety for ANI selective routing and ALI services when AT&T is no longer the PSAP's local network services provider for 911, PSAPs would never make the competitive choice to do business with Intrado Comm since the PSAP would be subject to double billing. If the Commission fails to make a clear statement rejecting AT&T's double billing services no longer provided or ordered by the PSAPs, Florida public safety entities will be denied access to the new and necessary 911 services and capabilities that Intrado Comm is offering.

The final decision we are asking you to make is a policy decision that is necessary to ensure the highest degree

of reliability for this critical service. As recommended by the Network Reliability and Interoperability Council and the National Emergency Number Association, or NENA, redundancy and geographic diversity are an essential key to delivering timely and reliable services for callers to 911. I believe that AT&T will agree that such network arrangements promote the highest level of reliability and ensures the minimal possibility of service interruption.

Considering the critical nature of 911 and the importance and expectations of the public's ability to reach 911 and obtain emergency aid during times of crisis, Intrado Comm is requesting that AT&T connect to its local network, to Intrado Comm's local network at a minimum of two points of interconnection.

While the simplified diagram depicts only one selective routing system point of access to Intrado Comm's Intelligent Emergency Network and only one set of boxes under the Intrado IEN heading, please recognize that what is represented on the diagram is only one side of a fully redundant system and, and geographically diverse selective routing. We believe that AT&T should be required to connect its network to ours at at least these two points.

Given the critical nature of 911 services and the vital importance of a consumer's ability to reach PSAPs during times of crisis to obtain emergency assistance from first

responders, Intrado Comm's network designs fully support the recommendations of the Network Reliability and Interoperability Council for geographic diversity and redundancy, and we're requesting that you make this a part of our interconnection with AT&T. Thank you.

CHAIRMAN CARTER: Thank you. You're recognized.

MR. CARVER: Thank you. First of all, would it be possible for AT&T Florida to get a hard copy of his slide?

MS. KISER: You do have a copy. It is Exhibit 29, and it's also attached to Mr. Hicks' testimony, which was TH-1.

MR. CARVER: Uh-huh. So everything he put up here was already an exhibit to the testimony?

MS. KISER: In the record, yes.

MR. CARVER: Okay. Thank you.

AT&T Florida's opening presentation will be delivered by Patricia Pellerin.

CHAIRMAN CARTER: Okay. I was going to give you my copy, but --

MR. CARVER: Thank you.

CHAIRMAN CARTER: Good morning.

MS. PELLERIN: Good morning. I'm going to walk you through some diagrams that align with AT&T's testimony regarding the 911 issues in this arbitration.

First, I'd like to preface by stating that AT&T's position is that none of these 911 configurations is

Section 252 -- 251(c) interconnection, as I explained in my testimony.

The first slide is a basic diagram of a typical 911 call and is pretty self-explanatory, I think.

You'll see that this next slide is labeled Scenario 1. When I refer to scenarios, I'm talking about the three 911 scenarios Mr. Neinast and I describe in our testimonies, and I've also indicated what issues the diagrams depict.

With Scenario 1, AT&T is the 911 service provider receiving 911 calls from Intrado. Here Intrado was acting as an aggregator of 911 traffic and does not have any end users of its own calling 911. AT&T already has a commercial agreement with Intrado, Inc., for such traffic.

The next three slides are different configurations for Scenario 2, which is when Intrado is providing 911 service to a PSAP. In this slide all of the customers of AT&T and the CLEC depicted here obtain emergency service from Intrado's PSAP. Each carrier, and that would include other ILECs as well, connects to Intrado's selective router.

An important issue here relates to the location of the point of interconnection and who pays for the facilities. As explained by Mr. Neinast, Intrado proposes that AT&T connect to Intrado on Intrado's network, which is not what Section 251(c) requires, and that AT&T bear the cost to transport 911 calls to Intrado's location, including outside the LATA where

the 911 caller and the PSAP are located. Intrado's language does not even require that its selective router be in the State of Florida at all. And while Mr. Hicks has stated that Intrado intends to place two selective routers in Florida, there's nothing in the ICA that would require them to do so. Whatever Intrado asserts are its intentions, at the end of the day the devil is in the details and it's the ICA that controls the parties' respective obligations.

This next slide shows a split wire center, which means that end users in a single wire center are in different counties so they are served by different PSAPs. In this example, one PSAP is served by AT&T and the other by Intrado. AT&T proposes that the primary selective router is the one that serves the majority of the end user lines in the wire center. So, for example, if Intrado's PSAP serves 80 percent of the end users in that wire center, Intrado's is the primary selective router and AT&T's is the secondary. All the 911 calls from that wire center will route first to Intrado's selective router. Intrado forwards the 911 calls to AT&T that need to reach AT&T's PSAP, or 20 percent.

In this example, Intrado's PSAP would incur one selective router charge and AT&T's PSAP would incur two selective router charges. This is the arrangement that NENA recommends and what is in place today when PSAPs are served by different ILECs. I'll come back to this slide in a minute.

This next slide shows Intrado's proposal for how to handle split wire centers, which is by implementing class marking also known as line attribute routing. Intrado attempts to distinguish between two names based on the source of the information about an end user's location, but that's really not the issue. The issue is that Intrado's proposal would require AT&T to bypass the selective router process that works so well today utilizing a centralized database lookup and to route directly from the end office by placing additional translations on every single end user line in a wire center where Intrado serves a PSAP. This is complicated and error prone, as Mr. Neinast explains in his testimony.

In addition, translations would be made to numerous individual lines every time a PSAP changes providers. There is also additional trunking and facility costs to directly connect from each end office to multiple selective routers and additional points of potential failure. When you couple that with Intrado's demand that AT&T interconnect with Intrado on Intrado's network, which, as I said, is not required by Section 251(c), the additional costs and potential for service interruption due to facility failure go up even more.

Going back now to the previous slide, Intrado's default position if AT&T cannot do class marking is for AT&T to route 100 percent of its 911 calls to Intrado when Intrado has a PSAP that serves any of the end users on that wire center.

If, for example, only 5 percent of lines in a wire center were served by Intrado's PSAP, 95 percent of the 911 calls would need to be forwarded from Intrado to AT&T to reach the proper PSAP. Intrado's PSAP with 5 percent of the lines in the wire center would only incur one selective router charge and AT&T's PSAP with 95 percent of the lines would always incur two charges. Furthermore, Intrado's language provides that if AT&T does not do class marking, AT&T must bear any and all costs Intrado might incur as a result. Intrado should not be permitted to gain a competitive advantage by imposing additional costs on AT&T and AT&T's PSAP customers.

As an aside, Intrado's proposal also introduces a second stage of switching. And while I don't believe that adding a second selective router degrades the service, Intrado itself criticizes that arrangement as inferior and more vulnerable to failure.

AT&T's proposal that 911 calls be routed to the primary selective router based on the percentage of lines in the wire center served by a PSAP is fair to both AT&T and Intrado and, more importantly, to the PSAPs that pay for selective routing.

Turning now to the next slide that's labeled Scenario 3, this reflects the interselective router trunking that makes it possible for PSAPs to connect with one another to transfer emergency calls between them. PSAPs served by

different selective routers do not routinely need to connect with one another, so it only makes sense to implement interselective router trunking when specific PSAPs have requested the ability to transfer calls between them.

It is essential that the requesting PSAPs participate in negotiating an arrangement that meets their specific and unique needs; otherwise, 911 call transfers may not work the way they intended or expected, possibly resulting in loss of life. In addition, Intrado's proposal could result in what could potentially be a significant waste of interselective router trunking and facilities because they would never be used.

If you flip to my last slide, you'll see AT&T's selective routers depicted as red triangles on a map of Florida counties. AT&T has a selective router in each of the LATAs where it provides local exchange service. So in considering interselective router trunking you can easily see how unlikely and certainly impractical it would be for a PSAP in one part of the state, say Bay County, to want to transfer calls to a distant PSAP perhaps in Broward County. It's important that the PSAPs have a bona fide need to transfer calls between them and that their need is met by including them in the arrangement to provide that service, and that is not in a two-party Section 251(c) interconnection agreement between an ILEC such as AT&T and a CLEC such as Intrado. Thank you.

CHAIRMAN CARTER: Thank you. Anything further from staff before we get into witnesses?

MS. TAN: Yes.

CHAIRMAN CARTER: You're recognized.

MS. TAN: As noted earlier, Intrado's slides are available in the actual hearing record as exhibits; however, AT&T's presentation is not. Therefore, we would like to request that the presentation be added to the record as hearing Exhibit Number 48.

CHAIRMAN CARTER: Okay. Without objection, show it done. That would be this color chart here. Exhibit Number 48. Let's get that done.

(Exhibit 48 marked for identification.)

Anything further?

MS. TAN: The adoption of witness testimony -- Intrado has requested that Thomas Hicks be allowed to adopt the testimony of Witness Carey Spence-Lenns. Due to an unexpected personal matter, Witness Spence-Lenss is unable to attend the hearing. It is my understanding that there is no objections at this time. Ms. Cynthia Clugy would then be our first witness.

CHAIRMAN CARTER: Is that the understanding of the parties?

MR. CARVER: Yes, that's correct. There's no objection.

CHAIRMAN CARTER: Okay. So at the appropriate time

we'll make that, make that adjustment. So you may call your first witness.

MS. KISER: Thank you. Ms. Clugy.

CYNTHIA CLUGY

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

DIRECT EXAMINATION

BY MS. KISER:

Q Could you please state your name and business address for the record?

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

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

A Yes, I am.

Q And do you have any changes to your prefiled testimony?

A No, I do not.

MS. KISER: Mr. Chairman, I would ask that the prefiled direct and rebuttal of Ms. Clugy be inserted into the record as if read.

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

MS. KISER: Thank you.

BY MS. KISER:

Q Ms. Clugy, did you cause to be prepared and filed direct testimony exhibits identified as CC-1 and CC-2 and rebuttal testimony exhibit CC-3?

A Yes, I did.

Q Do you have any changes, corrections or additions?

A No, I do not.

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

CHAIRMAN CARTER: They will be identified, and I believe those are Exhibits 26, 27 and 28; is that correct?

MS. KISER: That's correct. Thank you.

(Exhibits 26 through 28 marked for identification.)

BEFORE THE

FLORIDA PUBLIC SERVICE COMMISSION

Docket No. 070736-TP

Petition of Intrado Communications Inc. Pursuant to Section 252(b) of the Communications Act of 1934, as amended, to Establish an Interconnection Agreement with BellSouth Telecommunications, Inc., d/b/a AT&T Florida

DIRECT TESTIMONY OF CYNTHIA CLUGY

April 21, 2008

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

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

Q: PLEASE DESCRIBE YOUR RESPONSIBILITIES FOR INTRADO COMM.

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

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

Q: PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND PROFESSIONAL EXPERIENCE.

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

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

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

A: No.

Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?

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

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

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

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

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

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

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

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

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

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

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

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

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

A: Intrado Comm has added the definition for "Interconnected VoIP" adopted by the FCC. This definition is necessary because the language the Parties have agreed upon contains this term.

Q: PLEASE EXPLAIN THE SIGNIFICANCE OF INTRADO COMM'S PROPOSED MODIFICATIONS TO THE DEFINITIONS OF CENTRAL OFFICE SWITCH AND TANDEM OFFICE SWITCH.

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

Q: HOW DOES INTRADO COMM PROPOSE TO DEFINE "SELECTIVE ROUTER" AND "SELECTIVE ROUTING" IN THE INTERCONNECTION AGREEMENT?

A: Consistent with industry recommendations and practices, Intrado Comm proposes to use the definition as found in the NENA Glossary to define "Selective Router" and "Selective Routing" in the Parties' interconnection

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Q: WHAT TERM SHOULD APPLY TO THE INTERCONNECTION AGREEMENT?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

competitive manner. Intrado Comm initially suggested deleting the language. When AT&T refused, Intrado Comm suggested inserting the phrase "as permitted by Applicable Law" to ensure that any AT&T contact with Intrado Comm's customers complies with the rules established by the FCC and this Commission.

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

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

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

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

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

Issue 31: How should the term "End User" be defined in the ICA?

Q: HOW SHOULD THE TERM "END USER" BE DEFINED IN THE ICA?

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

Issue 32: Should the term "Offers Service" be defined in the ICA? If so, what is the appropriate definition?

Q: SHOULD THE TERM "OFFERS SERVICE" BE DEFINED IN THE ICA?

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

Q: WHY IS IT APPROPRIATE FOR THE DEFINITION OF "OFFERS SERVICE" TO INCLUDE 911/E911 CALL ROUTING?

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

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

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

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

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

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

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

Q: DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

A: Yes.

BEFORE THE

FLORIDA PUBLIC SERVICE COMMISSION

Docket No. 070736-TP

Petition of Intrado Communications Inc. Pursuant to Section 252(b) of the Communications Act of 1934, as amended, to Establish an Interconnection Agreement with BellSouth Telecommunications, Inc., d/b/a AT&T Florida

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

competitive 911 services to Public Safety Answering Point ("PSAP") customers. I also have participated in the negotiations with AT&T regarding the interconnection agreement at issue in this proceeding.

Q: WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A: The purpose of my rebuttal testimony is to address Issue 6.

Q: PLEASE EXPLAIN INTRADO COMM'S PROPOSED LANGUAGE REGARDING THE PROCESS FOR AT&T ORDERING SERVICES FROM INTRADO COMM.

A: While AT&T's proposed language contains detailed provisions setting forth the process for Intrado Comm to order services and facilities from AT&T, the language does not address how AT&T will order services from Intrado Comm. As co-carriers, each Party will be purchasing services from the other and thus each Party should be aware of the process to order services and facilities from the other Party. Intrado Comm has therefore included language addressing its ordering process in the interconnection agreement.

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

A: Intrado Comm will ultimately be providing web-based access to all telecommunications service providers to order services from Intrado Comm, including access to Intrado Comm's Intelligent Emergency Network®. The process is detailed in Exhibit No. ___ (Clugy, Rebuttal Exhibit CC-2).

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

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

Q: HAS AT&T REFUSED TO USE INTRADO COMM'S ORDERING PROCESSES?

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

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

A: Yes. The interconnection agreement sets forth the Parties' reciprocal interconnection obligations and the terms and conditions governing their co-carrier relationship. Intrado Comm's ordering process should be set forth in the interconnection agreement just as it is for the AT&T ordering process.

Q: DOES THIS COMPLETE YOUR REBUTTAL TESTIMONY?

A: Yes.

BY MS. KISER:

Q Ms. Clugy, do you have a summary of your testimony today?

A Yes, I do.

Q Could you please proceed.

A Thank you. My testimony covers Issues 6, 9, 10, 13(A) and (B), 15, 18(A) and (B), 20, 22, 23, 24, 25, 35 and 36. My prefiled testimony also addressed Issues 7(B), 11, 12, 14(A) and (B), 16, 17(A) and (B), 19, 21, 26, 27(A) and (B), 28, 31 and 32; however, the parties have resolved those outstanding issues.

As it stands now, the parties disagree as to certain provisions and processes to be used by AT&T to order services from Intrado and the fact that these processes should be set forth in a 251(c) agreement. Intrado is of the position that 911 is a local exchange network, and in deploying services within the AT&T franchised areas where they are providing 911 this would qualify as a competing local exchange service. The attributes of 911 service would require a mutual exchange of 911 traffic which would require parties to place orders to terminate traffic at each entity's router. So, therefore, given the mutual exchange and interconnection of competing networks, ordering processes for termination is appropriate via a 251(c) agreement.

Also, there are some issues regarding trunk

forecasting for capacity associated with the calls that would be exchanged. There is a disagreement also on the definition of a 911 trunk. The 911 network is comprised of various segments of interconnection to the 911 system components. The parties have agreed on the definition of the trunk from a selective router to a PSAP, but there is still some open issue regarding the definition of the trunk from an end office serving a user of traditional telecommunications to a 911 selective router.

There are also some outstanding issues regarding reciprocal compensation, the application of reciprocal compensation for non-911 traffic. Intrado is of the belief that AT&T has included language that is AT&T's understanding of what the intent of applicable law is; whereas, Intrado is preferring to leave the language associated with just applicable law and not try to incorporate some deciphered intention.

Another agreement, disagreement that the parties are presenting in the arbitration hearing is the requirement to have the public safety answering points be signatory parties to any sort of project plans or interoperability agreements between the two providers. It is believed that Intrado and AT&T as representing their respective customers can speak on their behalf and there would be no need to have that third party come in and sign any sort of agreement outside the

interconnection agreement.

There is an outstanding issue regarding limits of liability. We've made some changes to the agreement that AT&T does not agree with in regards to AT&T's responsibility when they are providing access to 911 for their end users. There are a bulk of outstanding issues that fundamentally have no disagreement with regards to the language; however, there is an overarching issue deciding what template language should be used. The parties have negotiated suitable language in a prior arbitration in another state outside the traditional BellSouth area; however, AT&T prefers to use a nine-state template that does not have this language. And so, as I said, while the issue is not the language per se, it's the use of the template which will be addressed in Mr. Hicks' testimony. And that is a summary of my issues responsible.

MS. KISER: Thank you, Ms. Clugy. Ms. Clugy is available for cross-examination.

CHAIRMAN CARTER: Is it Mr. Gurdian or Mr. Carver?

MR. GURDIAN: Chairman Carter, I will be conducting the cross-examination.

CHAIRMAN CARTER: You're recognized.

MR. GURDIAN: Thank you, Commissioner, Chairman. I want to ask the witness to move a little bit more to our right for the attorneys.

THE WITNESS: To your --

MS. KISER: To your left.

MR. GURDIAN: All right. Thank you.

THE WITNESS: Is that better?

MR. GURDIAN: That's better. Thank you.

CROSS EXAMINATION

BY MR. GURDIAN:

Q My name is Manny Gurdian and I represent AT&T Florida. If you have any difficulty understanding any of my questions, please let me know, Ms. Clugy.

A Yes, sir.

Q You indicated that the parties have some disagreement regarding certain language in your summary of your testimony; correct?

A That is correct.

Q And one of the disputes that the parties have is with regard to Issue 13(A) that Intrado wants to use in accordance with applicable law; is that correct?

A That is correct.

Q And that AT&T proposes certain specific language rather than just the applicable law language proposed by Intrado; is that correct?

A That is correct.

Q You would agree with me that the use of "in accordance with applicable law" rather than having a specific standard as proposed by AT&T would probably lead to more

disputes as to what "applicable law" is.

A I would have to agree with that, yes.

Q And you would agree with me that Intrado has not proposed more specific language to AT&T than just the use of "applicable law"; is that correct?

A Yes, that is correct. But let me explain on that, if I may.

A lot of these -- the use of "applicable law" in this particular section has to do with intercarrier compensation. And while I am not an attorney, I do understand that there is a body of law and litigation and interpretation regarding the application of the FCC rules regarding reciprocal compensation. And some of these are still in litigation and, as such, believe that the phrase "applicable law" probably allows the suitable flexibility, given the fact that some of these things are still pending litigation.

Q You would agree that the purpose of having intervening law provisions in an ICA is so the parties will know how to deal with changes in the law?

A Yes.

Q And you would agree that if there are changes to FCC regulations on a certain issue, the parties would have to follow them.

A Yes.

Q Okay. Moving on, you would agree that Section

251(b)(5) reciprocal compensation only applies to traffic that originates and terminates in the same local exchange?

A I am not a lawyer, but I believe I, I read that to say that it applies to all telecommunications traffic.

Q So that's a yes?

A No, it's not a yes. I believe you said that it was local. Is that, was that your original question?

Q No. My question was you would agree that Section 251(b)(5) reciprocal compensation only applies to traffic that originates and terminates in the same local exchange.

A No. I believe it says it applies to telecommunications traffic. It says nothing about local exchange.

Q Okay. What's a PSAP?

A Public safety answering point is the acronym.

Q And you would agree that Intrado's current plan is to only provide services to PSAPs?

A Under the current tariff services, yes, sir.

Q Okay. And does Intrado intend to have any non-911 traffic?

A Based on the tariff that has been filed, there would be no 911 traffic -- non. I'm sorry, there would be no -- this is double negatives. Intrado is not planning on having anything outside 911 traffic based on the existing tariffs.

Q And you would agree that Intrado is not intending to offer services to other carriers?

A On the tariffs filed, yes, that is correct.

Q You would agree that pursuant to 251(c)(2), AT&T Florida is only required to provide interconnection that is equal in quality to what AT&T uses or it provides to others?

A That is correct.

Q Changing gears, I want to direct your attention to the dispute regarding nonstandard collocation. You're familiar with that?

A Yes, sir, I am.

Q You would agree that the proposed agreement contains certain language regarding collocation requests?

A Yes, it is. It does.

Q Okay. And could you give me a -- there's a dispute regarding non --

MS. KISER: Excuse me. I'm sorry for interrupting, but could you please identify the issue that you're referring to?

MR. GURDIAN: Issue 34.

MS. KISER: Issue 34.

THE WITNESS: I don't believe that's one of my covered issues. My testimony does not address that particular issue is what I'm attempting to clarify. I -- to answer your questions, I know those terms are included in there, but my

specific testimony does not address Issue 34.

BY MR. GURDIAN:

Q You would defer to Mr. Hicks on that Issue 34?

A That is correct.

Q Okay. Thank you. Turning your attention to Issue 6, this is regarding requirements in an ICA on a reciprocal basis for ordering, you would agree that Intrado's proposed language would require AT&T Florida to follow whatever ordering procedures that Intrado posts on its website?

A Yes, that is the proposed language.

Q And you would agree that this website is not yet up and running?

A That is correct, I would agree with that.

Q And you would agree that AT&T is unable to access this website to test it at this point; is that correct?

A Yes, I would have to agree to that. However, I would like to add that the intention of Intrado is to have standard access service request processes, much like AT&T uses today and they provide other carriers when ordering services from them.

Q Now AT&T's ordering processes and rates are spelled out and incorporated in the ICA, the proposed ICA?

A I believe there's a reference made to where a carrier can find out information regarding this. I believe they are addressed in more detail on the AT&T wholesale pages as well as the AT&T prime access pages.

Q But doesn't AT&T incorporate -- or the proposed language incorporates what, what actually AT&T's ordering process and rates would be?

A It incorporates AT&T's rates. And AT&T's -- it doesn't incorporate AT&T's ordering processes from the perspective if I was a provisioner having to place an access service request.

Q Now AT&T's proposal is to use industry standard or industry accepted systems and processes?

A Yes.

Q Such as the access service request system?

A Yes.

Q Isn't it true that Intrado's website does not use the industry accepted access service request system?

A No. Intrado's processes use an access service request process much like the AT&T ASR process, although it is not identical to the AT&T process.

Q So the Intrado system is not the -- it's not the specific access service request system; correct?

A Well, let me state that there is no industry standard access service request. There are fields and common understanding of things on an access service request, but I would tell you that AT&T's access service request is not the same as Verizon's access service request or the same as Century's. So I believe -- I'm interpreting to what you're

saying here is that there is a uniform access service request that all carriers use and that's not a correct assumption.

Q Now Intrado's website, the ordering process on the website could change without modification of the ICA; is that correct?

A There could be processes added to it without addressing the interconnection agreement, yes.

Q And that's Intrado's proposal?

A I don't think it's a proposal in the interconnection agreement, no. I believe the language is -- to get the information for the access service request, you look at the Intrado website where there would be posted any sort of changes to that process with, of course, due notice. It serves no one any good to arbitrarily change an access service process without letting people know how to effect it. Intrado understands it has to be a very easy and commonly understood process for provisioners to place orders to terminate trunks for the mutual exchange of traffic.

Q And you would agree that Intrado could change its ordering rates as it sees fit, Intrado's proposed language would allow it to change its ordering rates as it sees fit?

A Intrado doesn't have any rates for ordering. There are rates for port termination charges, and, yes, those could be changed.

Q At any time.

A I would say that probably, yes. The ordering processes themselves could also be changed.

Q And earlier your -- excuse me. And you would agree that Intrado's rates and ordering processes are not spelled out in the proposed agreement?

A Yes, much like AT&T's are not spelled out in the proposed agreement.

Q And you would agree that you're not aware of any specific Public Service Commission, Florida Public Service Commission orders or FCC orders that support Intrado's assertion that the ordering process for co-carriers such as Intrado and AT&T Florida should be included in a 251(c) agreement?

A I don't have a particular knowledge of an order. However, because 911 requires interconnection to each party's respective selective routers to effect the mutual exchange of traffic as set forth in 251, these ordering processes would be de facto required to effect that.

Q So your answer is yes?

A Yes.

Q Ms. Clugy, do you have Intrado's responses to staff's second set of interrogatories in front of you?

A Yes, sir. Just a moment.

Q Now I'd specifically refer you to Interrogatory Number 41.

A Yes, sir. I have that in front of me.

Q Okay. And that's in evidence as Exhibit Number 3, as part of Exhibit Number 3. Now you responded to this particular interrogatory from staff; is that correct?

A Yes, sir.

Q And this is regarding -- excuse me. I'm referring to Interrogatory Number 42.

A Okay.

Q With regard to Interrogatory Number 42, this is regarding Issue Number 34; is that correct?

A You're right. It is.

Q So you've actually submitted responses to interrogatories under oath regarding Issue Number 34.

A You are correct, and I was mistaken. Yes.

Q Okay. So let's go back to my questions regarding Issue Number 34. Going back, you would agree that the proposed agreement contains certain language regarding collocation requests.

A That is correct, yes.

Q And the dispute is over nonstandard collocation.

A That is correct, yes.

Q Could you give me an example of a nonstandard collocation request?

A A specific example, no.

Q Okay. You would agree that Florida rates should

apply for collocation in Florida; is that correct?

A That is correct.

MR. GURDIAN: Okay. Thank you, Ms. Clugy.

THE WITNESS: And I apologize for the mistake.

CHAIRMAN CARTER: Commissioners, I'm going to go to staff before I come back to the bench. Staff.

MS. TAN: Staff has no questions at this time.

CHAIRMAN CARTER: Commissioners?

Ms. Kiser?

REDIRECT EXAMINATION

BY MS. KISER:

Q Just one point of clarification, Ms. Clugy. Isn't it correct that if rates are included in the interconnection agreement, Intrado's rates are included in the interconnection agreement, those rates could not change without amendment?

A That is correct.

MS. KISER: Thank you.

CHAIRMAN CARTER: Exhibits?

MS. KISER: At this time, Mr. Chairman, I'd like to move the exhibits of Ms. Clugy's, 26, 27 and 28.

CHAIRMAN CARTER: Are there any objections?

MR. CARVER: No objections.

CHAIRMAN CARTER: Without objection, show it done.

(Exhibits 26, 27 and 28 admitted into the record.)

You may call your next witness.

MS. KISER: Thank you. Mr. Hicks.

THOMAS HICKS

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

DIRECT EXAMINATION

BY MS. KISER:

Q Mr. Hicks, could you please state your name and business address for the record?

A My name is Thomas Hicks. My business address is 1601 Dry Creek Drive, Longmont, Colorado 80503.

Q Thank you. And are you the same Thomas Hicks who caused to be prepared and filed direct testimony consisting of 38 pages and rebuttal testimony consisting of 21 pages in this proceeding?

A I am.

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

A No, I do not.

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

A Yes, they would.

Q And are you also adopting the prefiled testimony of Carey Spence-Lenns consisting of 20 pages and the prefiled rebuttal testimony of Ms. Spence-Lenss consisting of 22 pages?

A Yes.

Q And do you have any changes or corrections to that prefiled testimony?

A No. No.

Q And if I asked you those same questions today, would your answers be the same?

A Yes.

MS. KISER: Mr. Chairman, I would ask that the prefiled direct and rebuttal testimony of Mr. Hicks and the prefiled direct and rebuttal testimony of Ms. Spence-Lenss that Mr. Hicks is adopting be inserted into the record as read.

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

MS. KISER: Thank you.

BY MS. KISER:

Q Mr. Hicks, did you cause to be prepared and filed direct testimony exhibits identified as TH-1 through TH-7 and rebuttal testimony exhibits identified as TH-8 through TH-9?

A Yes.

Q And do you have any changes or corrections to those exhibits?

A No, I do not.

Q And, Mr. Hicks, in adopting the testimony of Ms. Spence-Lenss, are you also adopting the prefiled testimony exhibits, which have been identified as CSL-1 through 11, and her rebuttal testimony exhibit identified as CSL-12 and the

supplement to CSL-4?

A Yes.

MS. KISER: Mr. Chairman, can we have the direct and rebuttal testimony exhibits of Mr. Hicks and Ms. Spence-Lenss adopted by Mr. Hicks identified for the record?

CHAIRMAN CARTER: Identified for the record, so that would be Exhibits Number 29 through 37 and Exhibits 13 through 28; is that correct? 13 through 25.

MS. KISER: 25, yes. That's correct. Thank you.

(Exhibits 13 through 25 and 29 through 37 marked for identification.)

BEFORE THE

FLORIDA PUBLIC SERVICE COMMISSION

Docket No. 070736-TP

Petition of Intrado Communications Inc. Pursuant to Section 252(b) of the Communications Act of 1934, as amended, to Establish an Interconnection Agreement with BellSouth Telecommunications, Inc., d/b/a AT&T Florida

DIRECT TESTIMONY OF 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 BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T"), CLECs, wireless providers, and Voice over Internet Protocol ("VoIP") providers.

Q: PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND PROFESSIONAL EXPERIENCE.

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

(wireless E911 order). I continue active participation on behalf of Intrado Comm in the following forums:

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

My past participation before industries standards bodies also includes:

- Participated in European Telecommunications Standards Institute's Emergency Telecommunications ("EMTEL") to establish European standards for emergency communications to parallel United States standards; and
- Established and led the NENA technical standards organization.

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

A: No.

Q: WHAT IS YOUR ROLE IN INTRADO COMM'S INTERCONNECTION NEGOTIATIONS WITH AT&T?

A: In May 2007, I initiated the request for interconnection with AT&T for each state in its 22-state operating territory, including Florida. I led the Intrado Comm negotiations team in its review of the AT&T template, in responding to AT&T's requests for additional information, and on negotiation calls with the AT&T negotiation team. I have identified the services needed from AT&T to serve Intrado Comm's customers, including our public safety customers. I have assisted with drafting Intrado Comm's proposed agreement language and ensuring that Intrado Comm's language is consistent with industry standards. I am familiar with the unresolved issues between the Parties.

Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A: The purpose of my testimony is to explain Intrado Comm's position on the following unresolved issues: Issue 1(a), (b), and (d); Issue 3(a) and (b); Issue 4(a), (b), and (c); Issue 5(a) and (b); Issue 6; Issue 7(a); Issue 8(a) and (b); Issue 29(a) and (b); Issue 33; and Issue 34(a) and (b).

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

Q: PLEASE EXPLAIN INTRADO COMM'S 911 SERVICE OFFERING FOR WHICH INTRADO COMM SEEKS INTERCONNECTION FROM AT&T.

A: The Intrado Intelligent Emergency Network® is a competitive next generation 911 network that permits Intrado Comm to provide 911 emergency call

delivery and management services for both voice and data through the automatic retrieval and delivery of information directly to PSAPs and other government agencies. The Intrado Comm 911 service will provide resolutions to emergency situations more efficiently while enabling PSAPs to send information to other PSAPs even when they are not in the same jurisdiction. Intrado Comm's network is designed to interoperate with existing legacy PSAP equipment, but avails much more capability once the PSAP migrates to newer technologies, such as Internet Protocol ("IP"). A diagram illustrating Intrado Comm's Intelligent Emergency Network® and next generation IP-based network architecture is set forth in Exhibit No. ___ (Hicks, Direct Exhibit TH-1).

Q: ARE THERE DIFFERENCES BETWEEN INTRADO COMM'S NEXT GENERATION 911 NETWORK AND AT&T'S LEGACY 911 NETWORK?

A: Yes. For example, AT&T's reliance on ten (10) separate 911 selective routers in Florida without full interoperability between all of them limits the capability of PSAPs to provide statewide support for backup, overflow or disaster recovery situations caused by major catastrophes or call center evacuation events. In addition, PSAPs currently have limited ability to transfer calls with the caller's number and location information across and between all selective routing boundaries established by AT&T. Intrado Comm's network, as I have explained above, provides PSAPs a migration path to next generation technology and services that will provide public safety

with more comprehensive and robust call transfer capabilities than that currently afforded by the legacy 911 environment.

Q: WHY IS INTRADO COMM SEEKING INTERCONNECTION WITH AT&T?

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

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

Q: DOES AT&T PROVIDE ALL OF THE FUNCTIONS NECESSARY FOR THE TRANSMISSION OF A 911 CALL FOR ITS PSAP CUSTOMERS?

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

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

A. It is highly common to have multiple providers of 911 selective routing services within the same state; however, they generally serve discrete and separate geographical areas which closely align with the franchise territory of the ILEC providing the service. There is a need for interconnection arrangements to be made among selective routing providers to accommodate, for example, wireless call transfers because wireless call routing determination is based on cell site/sector boundaries that do not track jurisdictional, geographical or rate center boundaries relied upon by wireline carriers for identifying serving areas. Such interconnection is also useful when a 911 call is misrouted and needs to be transferred to a PSAP served by another selective routing provider. As an example, Verizon and AT&T selective routers are interconnected throughout California to enable the transfer of wireless 911 calls among their respective selective routers because the selective routers are typically arranged to perform selective routing only for their own originating office subscribers. Such functionality is possible through the cooperative efforts and trunk translation table maintenance of the respective selective router providers (*e.g.*, AT&T and Verizon) to accommodate the use and transmission of predefined routing numbers to the terminating selective router, as well as the caller's number over SS7 connections installed between the selective routers. Such arrangements and

interconnection among selective routers may also be employed where the alternate route or backup route involves a PSAP that is served by a different selective router provider than that of the primary PSAP. This is illustrated in Exhibit No. ___ (Hicks, Direct Exhibit TH-3).

Q. PLEASE EXPLAIN HOW THE SECOND COMPONENT OF 911 SERVICES - THE AUTOMATIC LOCATION IDENTIFICATION ("ALI") SYSTEM - IS PROVISIONED WHERE THERE ARE MULTIPLE PROVIDERS.

A: *It is possible to have the ALI provider be an entirely different entity from that* of the selective router provider. Through cooperative efforts of the ALI and selective routing provider, selective router database ("SRDB") updates from the ALI provider can be loaded into the SRDB of the selective routing system should this selective routing system be provided by another 911 service provider. An ALI provider that provides ALI information to a PSAP can simultaneously generate necessary information to be loaded into the SRDB, such as the ANI or pseudo-ANI with ESN call routing data. Although most ALI providers are capable of creating recent change files in the format required for direct entry into an onboard switch (*e.g.*, Nortel DMS or CML SRDB) or for direct outboard access by a Lucent 5ESS selective router, ILEC selective router providers typically prefer to receive such updates and generate the necessary SRDB translations themselves and offer this service as a bundled service to the PSAPs. As an example, if Intrado Comm was providing ALI services to a PSAP in Florida and AT&T was providing

selective routing, Intrado Comm would generate update files during ALI processing and directly update or pass the update file to AT&T that would, in turn, update its E911 selective router onboard SRDB. In those instances where a portion of the users of a specific switching system are served by multiple 911 service providers, multiple options exist for segregating and/or processing the Service Order Information ("SOI") data for ALI processing. One method might be for the SOI provider to segregate SOI data based upon the tax rate area designated for each user during service activation. Service order collection vehicles typically store tax authority attributes in the internal systems they use for 911 data extraction purposes. Such attributes are typically referred to as a TAR or TXD code, and are commonly used to determine and satisfy county fee collection and remittance obligations for each taxing authority. By creating separate and distinct SOI files based upon the tax rate area assigned to each telephone number during the order collection process, the appropriate SOI data can be passed to the appropriate ALI provider for all taxing areas for which they have responsibility and ALI processing may occur. A second option may be for SOI data extracts associated with those switching systems served by multiple ALI providers to be passed in its entirety to each ALI provider, and each ALI provider would be accountable to maintain appropriate Master Street Address Guide ("MSAG") processes that result in only in-area SOI being loaded into their respective ALI system. A third and unreasonably costly option would be to require the PSAP to continue to subscribe to a "bundled" ILEC offering that

forces a PSAP to continue to subscribe to ILEC-provided ALI services to enable the selective routing component, even though the PSAP may prefer to use an alternative provider for ALI service. Intrado Comm's Intelligent Emergency Network® and services are compatible with any of the options detailed for these multiple ALI provider options.

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

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

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

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

A: In order to provide local exchange services, which includes the aggregation, transport, and database management services essential for the provision of 911

services to PSAPs, Intrado Comm must interconnect its network with the incumbent providers that have connections with and provide services to PSAPs and other end users. Interconnection, at a minimum, will allow AT&T's end users to reach Intrado Comm's end users and vice versa. In the emergency services context, interconnection will permit the 911 call, including the caller's information, to reach the appropriate PSAP. As the 911 and E911 provider designated by a governmental authority, Intrado Comm routes, transmits, and transports 911 and emergency call traffic from end users of wireline, wireless, VoIP, and telematics service providers to the appropriate PSAP. The method of transmission of the 911 and emergency call traffic to Intrado Comm's network is transparent to the PSAP. All necessary TDM signaling to IP protocol conversion functions and special applications necessary to transport 911 calls and information to the PSAP are made within Intrado Comm's network.

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

A: As a CLEC, interconnection pursuant to Section 251(c) of the Communications Act of 1934, as amended ("Act"), is the only way to address the uneven bargaining power that exists between competitors and monopoly incumbents, such as Intrado Comm and AT&T. AT&T's insistence that the Parties seek a "commercial agreement" for some of the interconnection arrangements requested by Intrado Comm is another barrier to entry that AT&T is wielding to stall Intrado Comm's entry into the Florida market. The

interconnection arrangements Intrado Comm needs to provide its PSAP customers service fall squarely within the category of arrangements eligible to be obtained from AT&T via the Section 251(c) process and for which that process was adopted and implemented.

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

Q: SHOULD AT&T BE PERMITTED TO IMPOSE RATES ON INTRADO COMM THAT ARE INCONSISTENT WITH THE PROCESS ESTBLISHED BY SECTIONS 251 AND 252?

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

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

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

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

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

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

A: Intrado Comm believes the optimal way for carriers to route their traffic to the appropriate 911 provider is to establish direct and redundant trunk configurations from ILEC originating offices to multiple, diverse 911 network access points. This would require the carrier to sort their calls at the originating switch, and deliver the calls to the appropriate 911 routing system over diverse and redundant facilities. This trunk and transport configuration minimizes the switching points, which reduces the potential for failure arising from the introduction of additional switching points into the call delivery process. Also, should one path be unable to complete the call, the presence of an alternative diverse facility greatly enhances the ability for the emergency call to be delivered to the PSAP. Furthermore, Intrado Comm supports a

redundant architecture by establishing up to 3 diverse points for the carrier to interconnect to Intrado Comm's network. Such a network arrangement is illustrated in Exhibit No. ___ (Hicks, Direct Exhibit TH-5).

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

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

Q: HAS AT&T OFFERED TO PROVIDE INTRADO COMM WITH INTERCONNECTION THAT IS AT LEAST EQUAL IN QUALITY TO

THAT PROVIDED TO ITSELF, AN AFFILIATE, OR OTHER CARRIERS?

A: No. AT&T has refused to permit Intrado Comm interconnection to its network that would permit Intrado Comm to enter the market and compete for PSAP consumers on a level playing field with AT&T. AT&T continues to believe that only AT&T can continue in its monopoly role of routing all of their end user 911 calls through its 911 selective routing system before delivering the calls to a competitive providers 911 selective routing system for termination to PSAPs located within AT&T's franchise territory in Florida. It is important to note that AT&T has permitted the same type of interconnection that Intrado Comm is requesting with other ILECs for the provision of 911 services. It is my understanding that the FCC has said that an ILEC's interconnection arrangement with another ILEC is evidence that a particular interconnection arrangement is technically feasible. Intrado Comm is seeking the same types of arrangements that AT&T utilizes for interconnection with other providers of 911 services and for itself.

Q: DOES AT&T PROPOSE TO INTERCONNECT IN THE SAME MANNER AS OTHER CLECS WHEN INTRADO COMM, NOT AT&T, IS THE DESIGNATED 911 PROVIDER?

A: No. AT&T has determined that it will use its embedded 911 infrastructure to perform a call sorting function for 911 calls coming from their subscribers served by their originating offices. Furthermore, AT&T indicates it will transport this aggregated originating office traffic over a single common trunk

group to Intrado Comm. Such a network arrangement is illustrated in Exhibit No. ___ (Hicks, Direct Exhibit TH-6).

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

A: The unnecessary switching of AT&T originating office traffic through the AT&T selective router introduces another potential point of failure in the 911 call path. Intrado Comm understands the preference of AT&T to use its 911 selective routing infrastructure to sort traffic from originating offices that may have subscribers served by differing 911 service providers, however using its 911 selective routing infrastructure to sort the calls and placing such calls on a single common trunk group creates numerous parity issues and presents operational risks for those AT&T subscribers served by another 911 selective router provider. In this situation, the competitive 911 service providers overall reliability and 911 integrity remains subject to the effectiveness and efficiency of the ILEC. Further, the manner in which the ILEC wishes to deliver its subscribers calls is inconsistent with the NENA recommendations relating to default routing principles. The use of a common transport trunk group for all originating office traffic makes it impossible for a PSAP served by Intrado Comm to determine the carrier's originating office. Today's 911 trunk configuration of a separate 911 trunk group for each originating office readily assists both AT&T and the PSAP in quickly troubleshooting 911 service problems. Intrado Comm would be disadvantaged where AT&T uses its 911 selective routing infrastructure to sort the 911 calls and place calls

destined for Intrado Comm-served PSAPs on a single common trunk group Intelligent Emergency Network®.

Q: WHAT DOES INTRADO COMM RECOMMEND AS A SOLUTION TO ADDRESS AT&T'S CALL SORTING AND TRANSPORT PREFERENCES WHILE RETAINING NETWORK INTEGRITY?

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

concerns. It is technically feasible for AT&T to perform any required sorting of 911 traffic at the originating office when the originating office is a digital or analog electronic switching system. Call sorting via another stage of switching (*i.e.*, the AT&T selective router) is entirely unnecessary and only increases the risk of error into the E911 call processing system.

Q: SHOULD AT&T BE PERMITTED TO RESTRICT THE TYPES OF TRAFFIC INTRADO COMM PROVIDES OVER INTRADO COMM'S FACILITIES WHEN INTRADO COMM USES A FIBER MEET TO CONNECT TO AT&T'S NETWORK FOR HAND-OFF OF 911 TRAFFIC?

A: No. When Intrado Comm connects to AT&T's network using a fiber meet to hand-off 911/E911 traffic to AT&T, Intrado Comm should be permitted to include 911 end office and inter-Selective Router trunk groups on the fiber meet facility. This is consistent with AT&T's own practices – it does not restrict fiber meet arrangements to a single type of traffic.

Q: SHOULD AT&T'S APPENDIX OUT-OF-EXCHANGE APPLY TO 911/E911 TRAFFIC AND INTER-SELECTIVE ROUTER TRAFFIC?

A: No, the Out-of-Exchange Appendix should not apply to 911/E911 traffic or inter-selective router traffic. Intrado Comm has proposed language to clarify that the terms and conditions of that Appendix do not apply to those types of traffic.

Q: SHOULD THE INTERCONNECTION AGREEMENT INCLUDE 911 PROVISIONS FOR "DATA ONLY" PROVIDERS?

A: AT&T's proposed language includes provisions governing AT&T's exchange of 911 traffic with a "data only" provider. Intrado Comm is not a "data only" provider and thus the provisions are unnecessary to be included in the interconnection agreement.

Q: WHAT TERMS AND CONDITIONS SHOULD GOVERN THE PARTIES' INTERCONNECTION ARRANGEMENTS AND PROCESSES WHEN AN E911 CUSTOMER HAS SPECIFIC SERVICE CONFIGURATIONS?

A: AT&T's proposed language would require Intrado Comm to "document" the specifications and service configurations requested from Intrado Comm's E911 Customer and provide that information to AT&T. Intrado Comm understands that certain information must be shared with AT&T to ensure reliable and efficient interconnection between the Parties' networks. AT&T's language, however, is too broad and would require Intrado Comm to share competitively sensitive information with AT&T. Such information is not necessary to effectuate the Parties' interconnection relationship and could be used by AT&T in an anti-competitive manner.

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

A: Use of the terminology "designated" is more appropriate in the interconnection agreement. The term "primary" implies that there is a "secondary" provider, which may not be the case. Moreover, the use of the

term "primary" may be confused with the use of the term "primary PSAP" as defined by the National Emergency Number Association ("NENA"), which refers to an entirely different concept.

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

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

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

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

Q: PLEASE EXPLAIN WHY INTRADO COMM'S PROPOSAL FOR POINTS OF INTERCONNECTION WITH AT&T YIELDS THE MOST EFFICIENT AND COST-EFFECTIVE INTERCONNECTION ARRANGEMENT AND HOW IT IS CONSISTENT WITH INDUSTRY PRACTICES.

A: The 911 network is connected to the PSTN for public safety purposes. While an arrangement in which the POI is on the incumbent's network may be the most efficient network architecture arrangement for the exchange of plain old telephone service ("POTS") traffic, 911 traffic has historically been handled in a different manner between adjacent ILECs. Intrado Comm is recommending that the Parties follow that method of physical interconnection in geographic areas in which Intrado Comm is the designated 911/E911 service provider. Under this method, when Intrado Comm has been selected as the designated provider of 911/E911 services, AT&T's network must interconnect with Intrado Comm's network so customers of AT&T located in the geographic area served by Intrado Comm can complete emergency calls to the appropriate PSAP (*i.e.*, Intrado Comm's end user customer). Deviating from a traditional POI arrangement in those instances when Intrado Comm is serving the PSAP results in the most efficient and effective network

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

Q: WHEN AT&T IS THE DESIGNATED PROVIDER OF 911/E911 SERVICES IN A PARTICULAR JURISDICTION, WHAT INTERCONNECTION ARRANGEMENT DOES INTRADO COMM SEEK TO IMPLEMENT?

A: In geographic areas in which AT&T has been designated as the 911/E911 service provider, Intrado Comm seeks to establish a POI on AT&T's network for the termination of local exchange traffic and emergency calls originated by Intrado Comm's end users and destined for AT&T's network. This can be achieved by establishing a POI at AT&T's selective router/911 tandem or utilizing a mid-span meet point. The selective router/911 tandem or any mid-span meet point established by the Parties would be deemed to be on AT&T's network and would be a technically feasible point of interconnection. It is my understanding that AT&T bears the burden of demonstrating the technical infeasibility of a particular method of interconnection or access to the network at any individual point.

Q: PLEASE EXPLAIN HOW THE PARTIES WOULD IMPLEMENT A MID-SPAN MEET POINT ARRANGEMENT IF EITHER PARTY REQUESTED TO UTILIZE THAT METHOD OF INTERCONNECTION FOR NON-911 TRAFFIC.

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

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

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

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

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

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

Q: WHY IS INTEROPERABILITY BETWEEN INTRADO COMM'S NETWORK AND AT&T'S NETWORK CRITICAL TO MEETING THE NEEDS OF CONSUMERS AND PUBLIC SAFETY?

A: As in any competitive telecommunications market, interoperability between a competitor's network and the incumbent's is needed to ensure customers of

each Party can make and receive calls seamlessly. With respect to 911 services, AT&T must ensure its network is interoperable with another carrier's network for the provision of 911 services. Interoperability ensures selective router-to-selective router call transfers may be performed in a manner that allows misdirected emergency calls to be transferred to the appropriate PSAP, irrespective of 911 service provider, while still retaining the critical caller location information associated with the call (*i.e.,* ALI). Interoperability using the capabilities inherent in each 911 service provider's selective router and ALI database system enables call transfers to occur with the ANI and ALI associated with the emergency call (*i.e.*, the information needed by the public safety agency to respond to the caller's emergency) to remain with the voice communication when a call is transferred from one 911 service provider to the other. Failure to enable inter-selective router transfer capability requires PSAPs to transfer calls over the PSTN to a local exchange line at the PSAP, and the caller's ANI and ALI is lost. Sadly, although technically feasible, Florida's ILECs have chosen to deny Florida consumers and public safety agencies the ability for 911 transfers among their selective routers, as well as other benefits from interoperable networks. Establishment of inter-selective router trunking, as requested by Intrado Comm and discussed further in my testimony, will ensure that PSAPs are able to communicate seamlessly with each other and still receive the essential ANI/ALI information. In addition, misdirected 911 calls can be quickly and efficiently transferred to the appropriate PSAP. The interoperability currently

available on a limited basis between ILECs providing 911 services must be made available to Intrado Comm when it offers a competing 911 service product. Maintaining the same functionality available today is critical for ensuring that PSAPs receive the full benefits of competition – next generation 911 services provided over IP-based technology – while continuing to receive the minimum service available today. Neither the Commission, nor Congress intended that the opening of markets to competition would result in less functionality. The Parties' interconnection agreement should embrace interoperability and the Intrado Comm proposed language will ensure the public interest receives the benefits of interoperability.

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

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

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

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

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

A: Interoperability between 911 networks, such as that created by inter-selective router call transfers, could mean the difference between saving a life or property through the provision of voice and location data or an emergency response disaster. Inter-selective router trunking enables PSAPs to communicate with each other more effectively and expeditiously. Misdirected calls can be quickly and efficiently transferred to the appropriate PSAP and avail caller details that will improve public safety's ability to provide accelerated emergency response. Full interoperability allows the ANI and ALI associated with an emergency call (*i.e.*, the information needed by the public safety agency to respond to the caller's emergency) to remain with that

communication when it is transferred to the other selective router and/or PSAP. If the call is required to be re-routed over the PSTN, the caller's ANI and ALI is lost and the valuable information needed to assist emergency services personnel is unavailable. Maintaining the same functionality available today that ILECs provide with 911/E911 services is critical for ensuring PSAP end users continue to receive comparable service when switching to enhanced, next-generation 911/E911 service providers like Intrado Comm. These critical interconnections need to be geographically diverse and redundant where technically feasible. The public benefit of such diverse and redundant interconnections is also recognized by the FCC. It specifically has inquired whether such arrangements should require redundant trunks to each selective router and/or require that multiple selective routers be able to route calls to each PSAP.

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

A: Intrado Comm's proposed language indicates that the Parties will deploy inter-selective router trunking to enable call transfers between PSAPs subtending AT&T's selective routers and PSAPs subtending Intrado Comm's selective routers. Each Party must maintain grades of service quality on their inter-selective router trunks and in their networks in accordance with industry standards, and both Parties must ensure network designs support diversity, redundancy, and reliability in accordance with state or local 911 rules when

deploying inter-selective router trunking. AT&T's proposed language includes a limitation on inter-tandem switching, and Intrado Comm has revised that language to clarify that those terms and conditions do not apply to the inter-selective router transfer of 911/E911 calls. Intrado Comm also modified AT&T's language to indicate that certain additional documentation requirements of AT&T are not necessary from Intrado Comm for the establishment of inter-selective router trunking.

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

A: Intrado Comm's proposed language requires AT&T to notify Intrado Comm if AT&T upgrades its selective routers or makes modifications that might affect inter-selective routing capabilities. As interconnected co-carriers, nearly any change made to AT&T's network could affect the efficiency and effectiveness of Intrado Comm's network. Even if AT&T's network changes do not directly affect Intrado Comm, Intrado Comm must be notified of those changes in order for Intrado Comm to determine whether new or additional network architecture arrangements should be deployed. Efficiency in the network benefits both Parties and public safety. In addition, to the extent AT&T's network modifications with respect to inter-selective router trunking enables improved call transfer functionality for Intrado Comm and its customers, AT&T should be required to provide notice to Intrado Comm of

that fact. Each Party should also be required to maintain appropriate updates and routing translations for 911/E911 services and call transfers.

Q: PLEASE EXPLAIN INTRADO COMM'S PROPOSED LANGUAGE WITH RESPECT TO DIAL PLANS AND INTER-SELECTIVE ROUTER TRUNKING.

A: Dial plans are used to determine to which PSAP emergency calls should be routed, based on the route number passed during the call transfer. Accurate and up-to-date dial plans are necessary to ensure proper routing of emergency call transfers is achieved and to avoid misdirected or dropped calls. Intrado Comm's proposed language requires each Party to alert the other Party when changes are made to dial plans that might affect call transfers, so emergency call transfers are assured to route to the appropriate PSAP. Intrado Comm understands that AT&T exchanges dial plan information with other providers of 911/E911 services and seeks the same information sharing arrangements AT&T provides to other similarly situated providers.

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

A: AT&T has established inter-selective router trunking within its own network and with other providers of 911/E911 services. Intrado Comm is seeking the same types of architectural network arrangements that AT&T provides for its own PSAP customers, and performs for itself and other 911/E911 providers. AT&T performs inter-selective router transfers today in several states, including California and Texas. In its response to Intrado Comm's petition

for arbitration, AT&T claims that the types of inter-selective router transfers requested by Intrado Comm are only captured in "private agreements." This is wrong. AT&T's tariff in California, for example, indicates that AT&T California provides inter-selective router transfers for the benefit of its PSAP customers. AT&T's California tariff defines this functionality as "9-1-1 Tandem to 9-1-1 Tandem Transfer," which provides the "ability to transfer a 9-1-1 call from a PSAP served by one 9-1-1 Selective Router (a.k.a. Tandem) to a PSAP served by a different 9-1-1 Selective Router" (the 911 portion of AT&T's California tariff is attached as Exhibit No. ___ (Hicks, Direct Exhibit TH-7)). Further, I understand that AT&T commonly performs inter-selective router call transfers between its own selective routers, as evidenced by the wireless call transfer arrangements in its Dallas, Texas area tandem switches (*i.e.*, Riverside/Addison tandems). AT&T should be required to implement inter-selective router transfers with Intrado Comm and other competitive 911 providers so that Florida PSAPs choosing Intrado Comm as their designated 911/E911 service provider may have the benefits of this interconnection similar to other states.

Issue 6: Should requirements be included in the ICA on a reciprocal basis for: (1) trunking forecasting; (2) ordering; and (3) service grading? If not, what are the appropriate requirements?

Q: PLEASE EXPLAIN INTRADO COMM'S PROPOSED LANGUAGE MAKING THE FORECASTING PROVISIONS OF THE AGREEMENT RECIPROCAL.

A: Intrado Comm has modified AT&T's proposed language to make the forecasting provisions reciprocal. In serving PSAPs, Intrado Comm must have some indication from AT&T as to how many trunks, including 911/E911 trunks, will be required to support emergency calls between the Parties' networks. Forecasts will be integral to assuring that the Parties' networks meet industry standards for 911. Such forecasts are necessary to ensure emergency network resources and components are properly sized to accommodate both immediate and anticipated growth, without experiencing implementation delays. AT&T's language requires Intrado Comm to provide trunk forecasts to AT&T and there is no reason the obligation should not apply equally to both Parties.

Q: PLEASE EXPLAIN INTRADO COMM'S PROPOSED LANGUAGE REQUIRING THE PARTIES TO MAINTAIN CERTAIN GRADES OF SERVICE ON INTERCONNECTION TRUNKING.

A: Consistent with industry standards, Intrado Comm has added language to ensure the Parties will maintain a proper quantity of trunks and a grade of service consistent with industry standards.

Q: PLEASE EXPLAIN INTRADO COMM'S PROPOSED LANGUAGE REGARDING THE PROCESS FOR AT&T ORDERING SERVICES FROM INTRADO COMM.

A: While AT&T's proposed language contains detailed provisions setting forth the process for Intrado Comm to order services and facilities from AT&T, the language does not address how AT&T will order services from Intrado

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

Issue 7(a): Should the ICA include terms and conditions to address separate implementation activities for interconnection arrangements after the execution of the interconnection agreement? If so, what terms and conditions should be included?

Q: PLEASE EXPLAIN WHY THIS AGREEMENT SHOULD CONTAIN ALL OF THE SPECIFICS OF THE PARTIES' INTERCONNECTION ARRANGEMENT.

A: AT&T's proposed language contemplates that the Parties will amend the interconnection agreement to set forth the specific interconnection arrangements to be utilized by the Parties. Intrado Comm does not agree with AT&T's requirement that it needs to provide notice beyond the interconnection agreement or amend the agreement to seek interconnection. Other than routine discussions between the Parties' operational personnel, no further notice or action should be needed from Intrado Comm to implement the interconnection arrangements set forth in the agreement. Intrado Comm's proposed language also has clarified that, only to the extent it seeks additional points of interconnection with AT&T, will Intrado Comm provide the additional notifications requested by AT&T. AT&T's language would impose

additional, unnecessary steps on Intrado Comm to effectuate its interconnection arrangements with AT&T.

Issue 8(a): What terms and conditions should be included in the ICA to address access to 911/E911 database information when AT&T is the Designated 911/E911 Service Provider?

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

Q: PLEASE EXPLAIN WHY AT&T MUST WORK WITH INTRADO COMM AS IT DOES WITH OTHER PROVIDERS TO UPLOAD INFORMATION INTO THE 911/E911 DATABASES.

A: It is my understanding that the FCC's rules require AT&T to provide Intrado Comm with nondiscriminatory access to AT&T's 911 and E911 databases on an unbundled basis. While AT&T's language reflects that fact, it does not acknowledge AT&T's requirements to provide Intrado Comm access to AT&T's 911 and E911 databases when either AT&T *or* Intrado Comm has been chosen as the designated 911/E911 service provider. In situations where Intrado Comm is the designated 911/E911 provider, other carriers will input their customers' information into Intrado Comm's database. Intrado Comm has therefore proposed language that would allow AT&T to access Intrado Comm's 911 and E911 databases. Intrado Comm has also included language requiring both Parties to work together as co-carriers to quickly and accurately

upload end user record information into the relevant databases while maintaining the confidentiality of the data.

Issue 29(a): What rounding practices should apply for reciprocal compensation usage and airline mileage?

Q: DOES AT&T'S PROPOSED LANGUAGE REFLECT INDUSTRY STANDARD ROUNDING PRACTICES?

A: No. Per-minute charges are normally billed in six-second increments. AT&T, however, seeks to round-up charges to the next minute. Similarly, per-mile charges are normally billed in one-fifth mile increments. AT&T seeks to round-up to the next whole mile.

Issue 29(b): Is AT&T permitted to impose unspecified non-recurring charges on Intrado Comm?

Q: SHOULD AT&T BE REQUIRED TO IDENTIFY WHICH AND WHEN SERVICES, FUNCTIONS, OR FACILITIES ARE SUBJECT TO EXTRAORDINARY CHARGES, AND NOTIFY INTRADO COMM IF SUCH CHARGES WILL BE APPLIED?

Y: Yes. Intrado Comm understands that some items must be individually charged as non-recurring charges depending on the specific request made by Intrado Comm. Both Parties, however, must identify any services to which such charges may apply and how those charges will be calculated. Notification must be given to the other Party before applying any charges.

Issue 33: Should AT&T be required to provide UNEs to Intrado Comm at parity with what it provides to itself?

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

A: AT&T should be required to provide UNEs to Intrado Comm at parity with what AT&T provides to itself and other telecommunications carrier. It is my understanding that the FCC's rules contain this requirement. If AT&T is permitted to give itself or other telecommunications carriers a competitive advantage, Intrado Comm's ability to serve its customers in Florida would be negatively affected.

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

A: Yes, this issue was resolved via negotiation by the Parties in Ohio (13-state agreement), but AT&T is unwilling to use the 13-state agreement as the basis for the Parties' Florida agreement.

Issue 34(a): How should a "non-standard" collocation request be defined?

Issue 34(b): Should non-standard collocation requests be priced based on an individual case basis?

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

A: AT&T has proposed language that would permit it to charge Intrado Comm for "non-standard" collocation requests made by Intrado Comm. AT&T should not be permitted to impose "non-standard" charges on Intrado Comm for arrangements that AT&T has provided to other service providers. Once AT&T provides one provider with a certain arrangement, it should no longer be considered "non-standard" and subject to varying costs based on AT&T's independent determination. It is my understanding that the FCC has found that if a particular method of interconnection is currently employed between

two networks or has been used successfully in the past, a rebuttable presumption is created that such a method is technically feasible for substantially similar network architectures and ILECs bear the burden of demonstrating technical infeasibility. AT&T should not be permitted to impose arbitrary costs on Intrado Comm when AT&T has already provided a similar arrangement to another provider.

Q: DOES THIS COMPLETE YOUR DIRECT TESTIMONY?

A: Yes.

BEFORE THE

FLORIDA PUBLIC SERVICE COMMISSION

Docket No. 070736-TP

Petition of Intrado Communications Inc. Pursuant to Section 252(b) of the Communications Act of 1934, as amended, to Establish an Interconnection Agreement with BellSouth Telecommunications, Inc., d/b/a AT&T Florida

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 BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T"), CLECs, wireless providers, and Voice over Internet Protocol ("VoIP") providers.

Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?

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

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

Q: DOES AT&T'S REPRESENTATION OF SCENARIOS 1 THROUGH 3 ACCURATELY REPRESENT THE INTRADO COMPETITIVE 911 SERVICE OFFERING?

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

Intrado Comm is authorized to provide such services and any terms and conditions of a 251 interconnection agreement should reflect that ability.

AT&T states Scenario 1, where AT&T is the designated E911 Service provider and Intrado Comm will pass E911 traffic and database information, is appropriate for a 251 interconnection agreement.

Scenario 2, which AT&T states is not appropriate for a 251 agreement, merely reflects the reciprocal side of a mutual exchange of E911 traffic when Intrado Comm has been designated as the E911 Service Provider and therefore is appropriately addressed in the context of a 251 agreement.

Lastly, Scenario 3 is the interconnection required to make competing local exchange 911 networks interoperate without a degradation of service that may ensue when competitive entrants roll out services. The FCC clearly understood that network interoperability of competing local exchange networks is a keystone of the Telecommunications Act of 1996. Scenario 3 is appropriately addressed in the context of a 251 agreement because it goes to the heart of making competing E911 networks interoperable for the benefit of consumers. Therefore, it is apparent that each of AT&T's self described scenarios are in reality inter-related and inter-dependent events that are properly addressed by a Section 251 interconnection agreement.

Q: WHERE DOES SUBSEQUENT TESTIMONY SUPPORT YOUR POSITION THAT AT&T DOESN'T UNDERSTAND THE CONCEPT OF A COMPETITIVE E911 SERVICES PROVIDER?

A: Ms. Pellerin's testimony on Pages 5-6 indicates this lack of understanding. She blithely states because Intrado Comm has a Selective Router and an ALI database, and network transport can be purchased from anyone, then Intrado Comm has no need for AT&T E911 network components. Therefore, she concludes, no 251 agreement with AT&T is necessary and AT&T can negotiate network transport under a commercial agreement. This glib description leaves out some crucial details. Intrado's E911 Selective Router and ALI database is going to be marketed in areas where AT&T is offering services off the AT&T E911 Selective Routers and ALI hosts. Competing networks operating in the same geographic area marketing to the same customer base will require system interoperability so as to maximize consumer choice and promote network efficiencies.

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

Q: WHY ISN'T A PEERING ARRANGEMENT BETWEEN INTRADO COMM AND AT&T A MORE APPROPRIATE VEHICLE FOR OBTAINING THE INTERCONNECTION INTRADO COMM NEEDS?

A: Peering arrangements are typically used between non-competing 911/E911 providers located in adjacent territories. Rather, Intrado Comm is going to actively sell a competing 911/E911 service in AT&T's Florida serving area. Section 251 interconnection was developed for competitors operating in the

same geographic area rather than non-competitors operating in adjacent territories.

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

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

Q: DOES THE ARRANGEMENTS INTRADO COMM SEEKS TO IMPLEMENT WITH AT&T FIT WITHIN THAT DEFINITION?

A: Yes. Intrado Comm seeks to link its network with AT&T's network for the mutual exchange of traffic between the Parties' end users.

Q: IS INTRADO COMM UNFAIRLY IMPEDING AT&T'S ABILITY TO RECEIVE COMPENSATION FOR SERVICES IT PROVIDES TO PSAPS?

A: No, Intrado Comm is not denying AT&T the ability to receive compensation from PSAPs when AT&T is the designated E911 service provider. What Intrado Comm has proposed is for AT&T to cease subsidizing via the E911 tariff charges billed to PSAPs certain aspects of local exchange provisioning. These aspects are borne by all entrants in a competitive local exchange market, and therefore the incumbent should receive no special compensation for these activities just because it is simultaneously providing E911 services to PSAPs. To fully understand this intertwining of E911 and local exchange responsibilities and to assist in determining a "demarcation" point for cost

recovery in a competitive local exchange market it is necessary to review the evolution of today's ILEC E911 service offerings.

ILEC E911 service offerings pre-date competition in the local market. ILEC E911 services were designed and sold to PSAPs who were answering calls from dial tone subscribers of the ILEC. A very closed looped system, at best. The costs associated with getting a dial tone subscriber's call to an E911 selective router (network transport and ANI delivery) as well as preparing dial tone subscriber data for submission to the E911 database (Automatic Location Identification records and E911 call routing databases) were incurred when a PSAP purchased E911 services from AT&T. Therefore, it was believed the PSAP should rightfully pay for these costs normally associated with the provisioning of dial tone services where E911 systems have been deployed. It should be noted that any costs associated with E911 database fallout and subsequent error correction were also factored into the E911 tariffed rates.

Q: WHAT ARE THE COST ELEMENTS THAT SHOULD BE ASSOCIATED WITH E911 SERVICE OFFERING AND NOT LOCAL EXCHANGE PROVISIONING?

A: The FCC established the selective router as the demarcation point for what it has referred to as the "Wireline E911 Network." Also, CLEC interconnection agreements are structured so that the CLEC is responsible for the delivery of E911 calls with ANI up to the ILEC selective router. For database, the CLEC is responsible for delivery of subscriber record information to the ILEC E911 Database Management System in a NENA recommended standard format.

Activities and services that occur beyond the demarcation point at the selective router and the 911 Database Management System should be considered E911 services and subject to tariff rates payable by PSAPs. These services may be regulated or not. Those services or activities would include:

- Creation and maintenance of the Selective Routing Database to be used in 911 call routing to the appropriate PSAP.
- E911 Tandem Software.
- Selective Transfer functionality and speed dial lists.
- Network transport and trunking from the Selective Router to the PSAP.
- Delivery of caller voice and ANI to the PSAP.
- Alternate Answer translations and busy out circuits from the Selective Router to the PSAP.
- Creation and maintenance of the ALI record database.
- ALI data network maintenance.
- ALI node interfaces for transactions with 3rd party ALI.
- MSAG maintenance.
- Equipment to answer E911 and retrieve ALI.

All of the aforementioned services are found in the E911 tariffs.

Unfortunately, many ILEC tariffs are set up on a bundled service offering basis on a per 100 or 1,000 local exchange subscribers, so it is very easy for the ILEC to "throw in" the costs associated with providing access to

E911 services up to the demarcation points of the selective router and E911 Database Management System.

Q: WHAT DOES INTRADO COMM INFER FROM AT&T'S TESTIMONY THAT AT&T IS "UNFAIRLY" BEING DENIED COST RECOVERY?

A: Intrado Comm has inferred AT&T mistakenly believes it is justified in continuing to charge the PSAPs for delivery of ANI to the Intrado Comm selective router. If this is so, then AT&T is being disingenuous in regards to what it takes to deliver ANI. Today, most E911 selective routers can receive E911 calls with Signaling System 7 ("SS7") and SS7, as per the AT&T interconnection agreement, is the preferred way to interconnect to the AT&T Selective Router. The beauty of using SS7, besides network integrity, is the Calling Party Number ("CPN") must be delivered in the call set up message. Otherwise, the call will not complete. This greatly reduces the frequency of ANI failure incidents that occur when Multi-frequency ("MF") Centralized Automated Message Accounting ("CAMA") trunks were used to connect to the E911 Selective Router. Today's circuit switch networks are almost always SS7 between switches, as MF CAMA is a costly anachronism to support. Furthermore, since delivery of ANI is on the local exchange side of the Selective Routing demarcation point it is more appropriate for AT&T to recover any possible costs associated with ANI delivery from its local exchange operations and not from the PSAPs, which is what other local service providers do. For AT&T to make PSAPs and regulators believe it is

still entitled to cost recovery for delivery of ANI to E911 selective routers from an AT&T end office in a competitive local exchange market when all other local carriers recover theses costs internally is beguiling behavior.

Q; ARE THERE ANY OTHER LOCAL EXCHANGE ACTIVITES AT&T IS IMPLYING THEY SHOULD CONTINUE TO RECEIVE COST RECOVERY VIA THE RATES CHARGED TO PSAPS WHO MAY NO LONGER BE THEIR CUSTOMERS?

A: Yes, AT&T has implied in other dockets before the Florida Commission it should continue to receive cost recovery for submission of subscriber data to the E911 database management system of the designated E911 Services provider. Also, AT&T believes that use of its existing Selective Routers to "call sort" E911 traffic from AT&T end offices that have subscriber served by competing E911 service providers should be paid for by the PSAPs served by competing E911 Service Providers.

Q: WHY IS IT INAPPROPRIATE FOR AT&T TO CONTINUE TO BILL FOR THESE SERVICES WHEN PSAPS ARE NO LONGER AT&T'S CUSTOMER?

A: Beyond the patently obvious absurdity of billing a customer who has not contracted for AT&T services, the submission of subscriber data to the E911 Database Management System, as well as the subsequent correction of error fallout, are clearly within the realm of AT&T's activities as a local exchange service company provisioning dial tone services to end users. In a competitive local exchange market each CLEC is expected to submit this

subscriber data to the E911 Database provider in a NENA recommended format. The CLEC is also expected to investigate, correct, and re-submit any errors that do not pass the E911 Database processing rigors. Mr. Neinast clearly implies these activities solely CLEC responsibilities in his testimony on page 12 where he discusses how AT&T provides a CLEC the MSAG for use in processing its subscriber information for submission to the AT&T E911 Database. These CLECS, who do not have E911 tariffs as they are not E911 Service providers, do not attempt to recover the costs associated with this preparation from PSAPs. Again, it is absurd for AT&T to assert they should be allowed this special dispensation merely because it is an incumbent with an E911 tariff. The rationale that access to E911 services should be distinguished from the actual E911 services billed to PSAPs should also be applied to AT&T's desire to eschew Class Marking and instead use its existing E911 Selective Routers to "call sort" AT&T end office traffic destined for different E911 Selective Routers. To continue to compensate AT&T for these functions, but deny cost recovery to CLECs for performing the same function, would not result in parity for other providers obligated to interconnect with the 911 network.

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

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

A: Intrado Comm has proposed rates to govern AT&T's interconnection to Intrado Comm's Intelligent Emergency Network®, such as port termination charges. The charges proposed by Intrado Comm are similar to the entrance facility and port charges imposed by AT&T on competitors for interconnection to AT&T's network. A copy of Intrado Comm's proposed rates are attached as Exhibit No. _____, Hicks Rebuttal TH-8.

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

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

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

A: The optimal way for carriers to route their traffic to the appropriate 911 provider is to establish direct and redundant trunk configurations from ILEC originating offices to multiple, diverse 911 network access points. This would require the carrier to sort its calls at the originating switch, and deliver the calls to the appropriate 911 routing system over diverse and redundant facilities (this technique is known as "Line Attribute Routing"). This trunk and transport configuration minimizes the switching points, which reduces the potential for failure arising from the introduction of additional switching

points into the call delivery process. Also, should one path be unable to complete the call, the presence of an alternative diverse facility greatly enhances the ability for the emergency call to be delivered to the PSAP.

Q: IS LINE ATTRIBUTE ROUTING TECHNICALLY FEASIBLE?

A: Yes. Through synchronization of the Master Street Address Guide and building appropriate tables in AT&T's digital end offices, accurate Line Attribute Routing is technically feasible.

Q: IS INTRADO COMM ASKING AT&T TO CHANGE ITS ENTIRE 911 NETWORK TO ACCOMMODATE INTRADO COMM'S PREFERENCE TO USE "LINE ATTRIBUTE ROUTING" TO ROUTE TRAFFIC?

A: No. Intrado Comm is simply requesting that when Intrado Comm is designated as the local PSAP's 911 network provider for an area containing AT&T end users, that the affected end user 911 calls are forwarded to Intrado Comm on direct, dedicated 911 trunks. This is no different than how AT&T currently routes traffic when it or another ILEC serves as the E911 network provider. However, where a portion of an end office is served by PSAPs hosted by separate wireline E911 networks, Intrado Comm is requesting that the necessary sorting of the calls to determine which wireline E911 network is to receive the call be performed at the end office through the use of the caller's line attributes, rather than inserting a second stage of switching at another central office.

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

A: No. The establishment of call routing from a switch or end office over a particular trunk group to an E911 selective router is clearly on the local exchange service provider's side of the demarcation point. Delivery of a call to the appropriate E911 selective router is a local exchange service function of providing access to the Wireline E911 Network. Delivery of the E911 call to the appropriate PSAP and the delivery of caller associated location information is part of the E911 services provided to the PSAP by its network provider, not access to E911 Services. The delivery of a 911 call to the appropriate E911 selective router, whether it be by Line Attribute Routing or call sorting via a central office running an E911 Selective Router application, is still access to E911 services for the benefit of end user subscribers, and the costs of delivery to the selective route should be borne by that subscriber's local service provider and recovered from its subscribers just as it is done by CLECs, VoIP, and wireless carriers. Mr. Neinast supports this assertion in his testimony on pages 28-29.

Even if the Commission concurred with AT&T's assertions that Line Attribute Routing is too onerous and costly for AT&T to deploy and continued to allow AT&T to "call sort" with its central offices running a

selective routing application, it would still be inappropriate for AT&T to charge Intrado Comm or its PSAPs. Allowing AT&T to recover costs from PSAPs for this "call sorting" arrangement would give AT&T preferential treatment over CLECs and other local service providers (wireless and VoIP) while subsidizing a technologically inefficient provisioning system that has not fundamentally changed since the advent of competition in the local exchange service market.

Q: WHY DO YOU THINK AT&T IS OPPOSED TO USING LINE ATTRIBUTE ROUTING?

A: In his condemnation of Line Attribute Routing, Mr. Neinast iterates a list of problems it would cause AT&T. Every issue he mentions has to do with the provisioning of local exchange dial tone service and the ability to deliver each call to the appropriate E911 selective router. AT&T's immediate inability to support Line Attribute Routing has its roots in AT&T initial E911 network design in a monopoly franchise environment. In that environment, there would be no need to segregate end office traffic because E911 was a "closed loop" system -- AT&T would provide E911 services to PSAPs who served AT&T end office subscribers. Therefore, there was no need to sort calls between E911 systems. On the other hand, in a competitive environment CLECs and other local service providers often serve larger geographic areas with a single switch. Consequently, a CLEC switch may need to support 911 call delivery to multiple different E911 selective routers – for example, there are four in the South Florida LATA. Thus, competitive local providers must

integrate the Master Street Address Guide into their provisioning systems so as to allow for the ability to assign line attributes for Line Attribute Routing. AT&T posits that PSAPs who choose Intrado Comm should pay AT&T to sustain these inefficient provisioning processes when no other local carrier does this. The reality is this is the way it is going to have to be as further competition is introduced in the local network by Intrado Command other providers. AT&T is entitled to design its network as it wants, but it should bear the cost of its inefficient design.

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

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

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

A: Use of the term "designated" is more appropriate in the interconnection agreement. The term "primary" implies that there is a "secondary" provider. Moreover, the use of the term "primary" may be confused with the use of the term "primary PSAP" as defined by NENA, which refers to an entirely different concept.

Q: WHY IS THE TERM "DESIGNATED" MORE APPROPRIATE?

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

Q: IN YOUR VIEW, WHY DOES AT&T SEEK TO USE THE TERMS "PRIMARY/SECONDARY" RATHER THAN DESIGNATED?

A: The concept of a "secondary" provider is a Hobson's choice scenario attributable to the ILEC that is reluctant to cede control of its end user 911 calls to a competitive provider. The incumbent desires to leverage the fixed asset of its selective router to sort end user 911/E911 calls between its 911/E911 system and a competitor's system. The incumbent refers to this as a "secondary" provider to justify continuing to charge the rates set forth in its E911 tariff for selective routing to PSAPs who may switch to a competitive provider like Intrado Comm. Optimally, in a competitive 911/E911 market, each voice provider should implement within its ***local exchange dial tone provisioning processes*** the ability to sort 911/E911 and deliver calls from the originating office to the appropriate 911/E911 service provider.

Q: IS A 911/E911 SERVICE PROVIDER'S ABILITY TO BILL FOR CERTAIN SERVICES DETERMINED BY WHETHER IT IS A "PRIMARY" PROVIDER OR "SECONDARY" PROVIDER?

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

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

Q: DOES INTRADO COMM INSIST ON A SINGLE POI WHEN AT&T IS THE DESIGNATED E911 SERVICE PROVIDER WHILE SIMULTANEOUSLY DEMANDING THAT AT&T INTERCONNECT AT MULTIPLE POIS WHEN INTRADO COMM IS THE DESIGNATED E911 SERVICE PROVIDER?

A: No. This is another unfortunate mischaracterization on the part of AT&T. AT&T is correct in its assertion that Intrado Comm is requiring a minimum of two, geographically diverse POIs when Intrado Comm is the designated E911 service provider. Intrado Comm agrees with Mr. Neinast's testimony on Pages 21 and 38 which extols the benefits of multiple POIs for E911 interconnection. Intrado Comm would certainly abide by the terms and conditions for interconnection at multiple POIs for the exchange of 911 traffic when AT&T is the designated E911 services provider; however, AT&T's proposed 911 Appendix and Interconnection Trunking Requirements ("ITR") Appendix sets forth no terms and conditions for such multiple interconnection points for 911. Furthermore, given that generally only a single selective router serves a given AT&T territory, it is difficult to establish diverse and redundant interconnection points at a single switch.

Q: PLEASE ELBORATE.

A: For example, of the ten Selective Routers AT&T maintains in Florida, it appears that only Brevard County is served by dual tandems and therefore would be conducive to establishing multiple POIs for the exchange of E911 services traffic. However, this is only speculation on the part of Intrado

Comm as the AT&T 911 Appendix and ITR make no exceptions for multiple POIs for E911 or dual E911 tandem configurations. Consequently, Intrado Comm does not insist on a single POI when interconnecting to AT&T's E911 network but instead can only work within the parameters of interconnection to E911 as set forth by AT&T in its own template documents.

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

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

Q: DO INTRADO COMM'S PROPOSED TERMS AND CONDITIONS FOR DEPLOYMENT OF INTER-SELECTIVE ROUTER TRUNKS UNFAIRLY SHIFT COSTS TO AT&T?

A: No. The ubiquitous and unconditional deployment of inter-selective router trunks is a natural requirement when interconnecting competing E911 systems. Intrado Comm understands there are costs associated with the deployment of this functionality and, as a competitive E911 services provider, is prepared to attribute those costs to overhead as a part of doing business in a competitive E911 market. Inter-selective router trunks are a key element in interoperability of competing E911 networks so the PSAP's end user callers will have a comparable level of service functionality that it has in today's ILEC monopoly model. Look at the processes and functionality AT&T and

CLECs had to deploy to assure the comparable level of service when the local exchange market shifted from a monopoly service provider to a competitive model. Competitive entrants had to deploy processes associated with Local Number Portability ("LNP") and hot cuts so subscribers could have the same user experience when changing local exchange service providers. Congress and the FCC wisely understood that the ILEC would not voluntarily make migration to competitive service providers a smooth and easy transition. Therefore, they mandated LNP and charged the state regulatory bodies with establishing service migration benchmarks and standards so as to assure an optimal consumer experience. The Florida Legislature and this Commission have mandated similar requirements and policies in order to make competition work. It is no different in this new area that is now subject to meaningful and effective competitive choices.

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

A: Interoperability between 911 networks, such as that created by inter-selective router call transfers, could mean the difference between saving a life or property through the provision of voice and location data or an emergency response disaster. Inter-selective router trunking enables PSAPs to communicate with each other more effectively and expeditiously. Misdirected calls can be quickly and efficiently transferred to the appropriate PSAP with the appropriate caller details which will improve public safety's ability to provide accelerated emergency responses. Full interoperability allows the

ANI and ALI associated with an emergency call (*i.e.*, the information needed by the public safety agency to respond to the caller's emergency) to remain with that communication when it is transferred to another selective router and/or PSAP. Today, when AT&T is the 911 network provider, if the call is required to be re-routed over the PSTN, the caller's ANI and ALI are lost and the valuable information needed to assist emergency services personnel is unavailable.

As a matter of public policy, it is critical that with the deployment of advanced and/or next-generation 911/E911 services by Intrado Comm or others that the network interconnections are geographically diverse and redundant where technically feasible. The public benefit of such diverse and redundant interconnection arrangements is well recognized by the FCC. In its *Best Practice ES01 - Diverse Interoffice Transport Facilities*, the FCC's Network Reliability and Interoperability Council states, "When all 9-1-1 circuits are carried over a common interoffice facility route, the PSAP has increased exposure to possible service interruptions related to a single point of failure (e.g., cable cut). The ECOMM Team recommends diversification of 9-1-1 circuits over multiple, diverse interoffice facilities" (relevant excerpts as Exhibit No. ___, Hicks Rebuttal TH-9).

Q: DOES THIS COMPLETE YOUR REBUTTAL TESTIMONY?

A: Yes.

BEFORE THE

FLORIDA PUBLIC SERVICE COMMISSION

Docket No. 070736-TP

Petition of Intrado Communications Inc. Pursuant to Section 252(b) of the Communications Act of 1934, as amended, to Establish an Interconnection Agreement with BellSouth Telecommunications, Inc., d/b/a AT&T Florida

DIRECT TESTIMONY OF 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-Lenss. 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

routinely provide support and information to 911 stakeholders, namely Public Safety Answering Points ("PSAPs"), related to state legislative/statutory, administrative rules and tariffs, and cost recovery. I provide direct support and assess the impact of matters specific to wireline, wireless, or Voice over Internet Protocol ("VoIP") deployments. In addition, I serve on the core team for Intrado Comm's Intelligent Emergency Network®, which is responsible for laying the foundation for the technical and operational implementation of the Intrado Comm Intelligent Emergency Network®, including establishing interconnection relationships with other carriers such as BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T").

Q: PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND PROFESSIONAL EXPERIENCE.

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

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

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

A: No.

Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A: The purpose of my testimony is to explain the history of Intrado Comm, its role in the public safety industry, and provide an overview of its current service offerings and customer relationships. My testimony also addresses: (i) Issue 1(a), (b), (c), and (d) regarding Intrado Comm's interconnection rights and the rates to be included in the interconnection agreement; (ii) Issue 2 regarding why Intrado Comm seeks to utilize a single AT&T template interconnection agreement in order to achieve consistent interconnection terms across AT&T's 22-state operating territory, including Florida; (iii) Issue 25 regarding billing and payment issues.

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

A: Intrado Comm was established in 1999 as a wholly-owned subsidiary of Intrado Inc., which was founded in 1979. Intrado Comm provides regulated telecommunications services (*i.e.*, 911 selective routing, switching, aggregation, and transport). Intrado Comm's telecommunications services are combined with Intrado Inc.'s Automatic Location Identification ("ALI") services to form the basis for Intrado Comm's Intelligent Emergency Network®. The Intelligent Emergency Network® enables the public safety community to transcend the limitations of the nation's legacy 911 infrastructure, making new applications and services available to PSAPs and other public safety entities that will increase their efficiency and effectiveness in responding to emergency calls. The companies combined are the nation's leading providers of sophisticated solutions that identify, manage, and deliver mission critical information for telecommunications providers and public safety organizations. Today, Intrado Comm's local exchange services and telecommunications services facilitate, enhance, and advance the provision of emergency services throughout the United States to VoIP service providers, and other wireline, wireless, and telematics (*e.g.*, On Star) service providers. Intrado Comm shares Intrado Inc.'s legacy in expertise, financial stability, and vast experience in delivering mission-critical performance in emergency communications networks and related data. For a quarter-century, Intrado Inc. has been the nation's premier provider of integrated data and emergency

communications solutions and has played a key role in defining, building, and maintaining core emergency communications infrastructure and 911 technologies throughout the United States.

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

A: Since the 1990s, Intrado Inc. has provided the core of the nation's 911 ALI and selective routing infrastructure. Intrado Comm supports Intrado Inc. in its role as processor of customer 911 records, and as purveyor of data and communications services to PSAPs and incumbent 911 service providers throughout approximately one-half of the United States. In the remaining portions of the country, Intrado Inc. provides and maintains 911 ALI and Selective Routing Database ("SRDB") systems for incumbent 911 service providers like AT&T. Every year, Intrado Comm and Intrado Inc. support over 200 million 911 calls to over 6,000 PSAPs and manage over 350 million subscriber records for 11 incumbent local exchange carriers ("ILECs") and 41 competitive local exchange carriers ("CLECs") with 234 million subscribers, and for over 60 wireless carriers with 120 million subscribers.

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

A: Intrado Comm has authority to operate as a competitive local exchange carrier or CLEC in Florida. In addition, Intrado Comm and its affiliates hold authority to provide competitive local telecommunications services in thirty

eight other states. Intrado Comm has entered into two other Section 251 interconnection agreements with AT&T affiliates in Illinois and California, as well agreements with Qwest.

Q. HOW HAVE OTHER STATES TREATED INTRADO COMM'S LOCAL EXCHANGE SERVICES?

A. The benefits of Intrado Comm's local exchange services, including its competitive 911 offering, have already been recognized by other states. For example, the West Virginia Public Service Commission supported competitive entry by other providers of 911 services because that would provide competitive choices to PSAPs. This decision is attached as Exhibit No. ___ (Spence-Lenss, Direct Exhibit CSL-1). The Public Utilities Commission of Ohio, in approving Intrado Comm's certification, established a new Competitive Emergency Services Telecommunications Carrier ("CESTC") classification in recognition of the competitive entry in the 911 services market. This decision is attached as Exhibit No. _____ (Spence-Lenss, Direct Exhibit CSL-2). The Public Utilities Commission of Ohio recently upheld its decision in the face of opposition by ILECs, including AT&T's affiliate operating in Ohio. This decision is attached as Exhibit No. ____ (Spence-Lenss, Direct Exhibit CSL-3).

Q: DOES INTRADO COMM COMPETE WITH AT&T?

A: Yes. Intrado Comm is a direct competitor of AT&T in Florida. Intrado Comm seeks to expand its competitive service offerings to include an alternative to AT&T's 911 service sold directly to PSAPs in Florida. The

demand for competitive next generation E911 services is growing. Despite the significant numbers of competitive providers in the local exchange market, competitive options and choices for the public safety industry do not exist today. Intrado Comm seeks to change that with its innovative, next generation Intelligent Emergency Network®. Intrado Comm's Florida 911 service tariff is attached as Exhibit No. ___ (Spence-Lenss, Direct Exhibit CSL-4). Florida, in particular, is experiencing the advent of true 911 competition as counties receive access to new funding for systems and services. Counties are planning to deploy next generation technologies to assist them with the growing demands in accepting and processing emergency calls from innovative technologies, text services, and video and photographs. In addition to better managing wireless and VoIP and other new technologies, Florida PSAPs have identified the need to transfer calls among 911 centers to facilitate accurate emergency response, especially where one PSAP is overloaded with intake calls during an emergency. Letters from Charlotte, Martin, and Alachua and Sarasota counties filed with the Commission explaining the need to migrate beyond the legacy 911 system are attached as Exhibit No. ___ (Spence-Lenss, Direct Exhibit CSL-5). Intrado Comm is at the forefront of next-generation offerings to counties in Florida. To ensure that PSAPs are able to take advantage of Intrado Comm's 911 competitive alternative service, Intrado Comm has asked the Commission to clarify that a county choosing a competitive provider is no longer subject to unwarranted tariff charges from its former incumbent 911 services provider or subject to

new charges that are unjustified. Intrado Comm's request is attached as Exhibit No. ___ (Spence-Lenss, Direct Exhibit CSL-6).

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

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

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

A: Yes. Intrado Comm actively participates at the forefront of industry standards bodies to ensure that it stays at the cutting edge of 911 solutions in the

marketplace. Intrado Comm's Intelligent Emergency Network® has been designed to capture and comply with NENA guidelines for next generation Internet Protocol ("IP")-based solutions. Beginning in 2000, NENA's Technical Committee began identifying objectives for the migration to IP-based networks, and in 2006 NENA announced its next generation "Transition Planning Effort," which is attached as Exhibit No. ___ (Spence-Lenss, Direct Exhibit CSL-7). Intrado Comm is also an active participant in the Alliance for Telecommunications Industry Solutions ("ATIS"). The Emergency Services Interconnection Forum ("ESIF") of ATIS released in 2006 its suite of IP-based Emergency Services Network Interface ("ESNI") standards that will enable the expansion of E911 services and functionality with next generation 911 networks, which are attached as Exhibit No. ___ (Spence-Lenss, Direct Exhibit CSL-8).

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

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

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

A: The introduction of E911 in 1972 represented a significant improvement in 911 service. Today, consumer expectations, newer and less voice-centric technologies, and major world events are necessitating further significant changes in 911 service capabilities. The importance of public safety requires looking beyond the existing legacy structure towards a more robust and secure next generation 911 network that can manage both voice and data delivered from multiple types of service providers. Next generation 911 systems expand the degree to which new, contextually appropriate information can be automatically provided to emergency service personnel. The result is advanced collaboration and interoperability services available to PSAPs and other government agencies. Florida consumers expect their 911 calls to go to the right PSAP in the event of an emergency, and that the call-taker will know who they are, where they are, and their telephone number in case the call is interrupted and they need to be re-contacted. They also expect to receive help from emergency first responders, even in cases where the caller cannot convey his or her location or the nature of the problem due to the emergency circumstances or disability. The legacy systems are unable today and will continue to progressively decline in their ability to keep pace with the warp-speed changes in communications technology and consumers' expectations for timely and accurate public safety service responses. Intrado Comm is able to respond to its public safety customers to address these limitations. The incumbent monopoly 911 providers also recognize the limitations of their existing emergency networks in accommodating more mobile and less voice-

centric communication technologies. Many ILEC providers have implied they are planning to develop and deploy their own next generation network technologies. Recognizing that the migration path for an incumbent's next generation 911 network will not result in the immediate replacement of the legacy infrastructure for all PSAPs simultaneously, it is extremely likely that their migration plans will be inclusive of the same types of interconnection and interoperability being sought by Intrado Comm in this proceeding.

Q: DOES INTRADO COMM HAVE COMMERCIAL AGREEMENTS WITH AT&T THAT GOVERN THE SERVICES INTRADO COMM SEEKS FROM AT&T PURSUANT TO SECTION 251(C)?

A: No. Intrado Comm is not a party to any commercial agreement with the AT&T ILECs. Any commercial agreement with AT&T is between various AT&T entities and Intrado Inc., the parent of Intrado Comm. Intrado Comm is not a party to the agreements AT&T has with Intrado Inc. and Intrado Comm and has no contractual relationship with AT&T in connection with such agreements. In addition, the agreements between Intrado Inc. and the AT&T ILEC entities do not include the services Intrado Comm seeks from AT&T pursuant to Section 251(c). The agreements between Intrado Inc. and AT&T are commercial arrangements under which AT&T provides telephone exchange service and other telecommunications services to Intrado Inc. just as AT&T would provide to any other retail customer. AT&T also purchases sophisticated database services from Intrado Inc.

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

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

A. At this time, Intrado Comm intends to provide a telephone exchange service to PSAPs and other public safety agencies in Florida. This competitive 911 service offering is similar to the "telephone exchange communication service" or "Business Exchange Service" (as classified by AT&T) currently offered by AT&T to PSAPs in Florida via AT&T's retail tariff, which is attached as Exhibit No. ___ (Spence-Lenss, Direct Exhibit CSL-9). In the future, Intrado Comm will likely provide other types of local exchange services in Florida.

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

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

A: 911 and E911 services are local exchange services whereby subscribers of real time, two-way voice communication services can reach the nearest and/or appropriate emergency response agency. Intrado Comm's telecommunications services will accept, route, transmit, transport, and/or aggregate 911 calls from its end user customers, and route those calls to the appropriate PSAP without change in the form or content of the information as

sent or received. These services form the basis for Intrado Comm's Intelligent Emergency Network®, which will enable the public safety community to transcend the limitations of the nation's legacy 911 infrastructure, making new applications and services available to PSAPs and other public safety entities that will increase their effectiveness and efficiency in responding to emergency calls. Intrado Comm's services have the same qualities as other telephone exchange services recognized by the FCC. Telephone exchange services are not limited to traditional voice telephony, but also include non-traditional means of communicating information within a geographic area. In an era of converging technologies and IP-based product offerings, limiting the definition of telephone exchange service traditional, voice-based communications would undermine a central goal of the federal Communications Act of 1934, as amended ("Act").

Q. PLEASE EXPLAIN WHY INTRADO COMM SERVICES ARE TELECOMMUNICATIONS SERVICES RATHER THAN INFORMATION SERVICES?

A. While E911 services may contain an information service component (such as the Automatic Location Information ("ALI") function) when provided as a stand-alone function to end users, there is a distinction between a separately-stated, separately-priced storage and retrieval functions being offered on a stand-alone basis to an end user, and ALI database functions used for the management, control, or operation of telecommunication systems or telecommunications services by a carrier like Intrado Comm to provide an

integrated, comprehensive 911 service. It is my understanding that the FCC has stated that 911 and E911 databases (*i.e.*, ALI databases) are telecommunications services.

Q: HOW DO AT&T'S TARIFFS DESCRIBE ITS 911 SERVICES OFFERED TO ITS PSAP CUSTOMERS?

A: AT&T's Florida 911 tariff states that basic 911 is provisioned using "exchange lines" (Spence-Lenss, Direct Exhibit CSL-9), and that E911 service "is a telephone exchange communication service" and is classified as a "Business Exchange Service." E911 is a more sophisticated emergency calling service in that it has features that allow a call to be routed to an appropriate PSAP in instances where a local exchange is served by more than one PSAP as well as providing a call back number and location information for the caller. These enhancements are "bundled" as a service offering and priced on a per thousand local access lines served. Carriers are required to file tariffs for regulated telecommunications services in Florida, and AT&T has appropriately tariffed the 911 services it offers to PSAPs.

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

A: In addition to other local exchange services, Intrado Comm intends to provide a competitive alternative to the ILEC local 911 services provided to PSAPs. The most suitable vehicle for interconnection is the framework established by Sections 251 and 252 of the Act, which was designed to promote competition in the local exchange market by facilitating the interconnection and

interoperability of competing local networks. In addition to the Public Utilities Commission of Ohio decision previously referenced, two other state commissions (in response to similar objections by AT&T) determined that Intrado Comm was entitled to interconnection under Section 251(c) and arbitration under Section 252 because it is acting as a telecommunications carrier and providing telephone exchange service, exchange access, and telecommunications services. These decisions are attached as Exhibit No. ___ (Spence-Lenss, Direct Exhibit CSL-10) and Exhibit No. ___ (Spence-Lenss, Direct Exhibit CSL-11). It is my understanding that the FCC has also recognized that local exchange carriers are required to provide interconnection to 911 facilities and access to 911 databases to all telecommunications carriers pursuant to Section 251(c) of the Act.

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

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

Q: WHAT RATES FOR AT&T SERVICES SHOULD APPEAR IN THE AGREEMENT AND WHAT ARE THE APPROPRIATE RATES?

A: As a telecommunications carrier offering telephone exchange services, Intrado Comm is entitled to interconnection facilities and unbundled network elements ("UNEs") at cost-based rates established pursuant to the process set forth in Sections 251 and 252 of the Act. Intrado Comm's interconnection agreement with AT&T should include a pricing appendix that sets forth the prices to be charged by AT&T for services, functions and facilities to be

purchased in connection with the Parties' interconnection arrangements in Florida.

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

A: Intrado Comm has proposed rates to govern AT&T's interconnection to Intrado Comm's Intelligent Emergency Network®, such as port termination charges. The charges proposed by Intrado Comm are similar to the entrance facility and port charges imposed by AT&T on competitors for interconnection to AT&T's network.

Issue 2: Is AT&T's 9-state template interconnection agreement the appropriate starting point for negotiations? If not, what is?

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

A: AT&T's 9-state template interconnection agreement is not the appropriate starting point for negotiations. Rather, Intrado Comm seeks to utilize AT&T's 13-state template interconnection agreement as the starting point for negotiations.

Q: WHY IS THE 13-STATE TEMPLATE A BETTER ALTERNATIVE?

A: Like many providers, Intrado Comm is seeking consistent and uniform operating procedures and processes throughout ILEC regions. Intrado Comm has designed a national network, not a cobbled together network that varies by state or region. Thus, Intrado Comm's interconnection needs are consistent across the nation. An interconnection agreement based on one uniform

template minimizes potential disputes and disagreements between the Parties because there is only one set of terms and conditions governing the Parties' relationship throughout the nation. In addition, using a single comprehensive agreement reduces the expense and time of negotiating multiple agreements to govern the same types of services. The Parties have already negotiated and reached agreement on many of the outstanding issues before this Commission with respect to the AT&T 13-state template, and AT&T has provided no valid reason for not continuing to use that set of documents in Florida.

Q: IS INTRADO COMM AGREEABLE TO MAKING MODIFICATIONS TO THE 13-STATE TEMPLATE TO REFLECT FLORIDA-SPECIFIC ISSUES?

A: Intrado Comm understands that billing systems, UNEs, pricing, and performance standards may differ by state. In addition, Intrado Comm is aware that AT&T has gone through the process of identifying what changes are necessary to be made to the 13-state template for use in Florida for another carrier. Despite repeated requests, AT&T has provided no reason, technical infeasibility or otherwise, for not using the 13-state template in Florida. Intrado Comm has no obligation to negotiate an interconnection agreement based on the templates produced by AT&T. Nonetheless, Intrado Comm has agreed to negotiate an agreement starting with an AT&T template in hopes of reaching a mutually beneficial agreement more rapidly.

Issue 25(a): Should disputed charges be subject to late payment penalties?

Q: PLEASE EXPLAIN WHY CHARGES DISPUTED BY INTRADO COMM SHOULD NOT BE SUBJECTED TO LATE CHARGES BY AT&T.

A: Disputing charges in good faith should protect Intrado Comm from further unwarranted charges by AT&T. The Parties have agreed that any disputed amounts will be placed in escrow pending resolution of the dispute. Under AT&T's proposed language, however, disputed amounts in escrow continue to be subject to late payment charges. Late payment charges should apply only when a Party has failed to either remit payment or failed to lodge a good faith dispute.

Issue 25(b): Should the failure to pay charges, either disputed or undisputed, be grounds for the disconnection of services?

Q: PLEASE EXPLAIN WHY DISCONNECTION IS NOT APPROPRIATE FOR FAILURE TO PAY CHARGES?

A: Intrado Comm does not dispute that services may be disconnected for a long-term failure to remit payment for services provided. Failure to pay charges that have been properly disputed and placed into escrow, however, should not be grounds for disconnection. AT&T's language does not distinguish between these scenarios and simply states that the failure to pay charges shall be grounds for disconnection.

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

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

Issue 25(c): Following notification of unpaid amounts, how long should Intrado Comm have to remit payment?

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

A: If a Party receives written notice that certain charges remain unpaid, the non-paying Party should have fifteen (15) business days to remit payment before disruption or disconnection of services. AT&T's proposal for ten (10) business days does not provide adequate time to investigate the reasons for non-payment and take the necessary steps to issue payment.

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

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

Issue 25(d): Should the Parties be required to make payments using an automated clearinghouse network?

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

A: The interconnection agreement requires Intrado Comm to submit payment to AT&T using the automated clearinghouse ("ACH") process. Intrado Comm seeks to make this obligation reciprocal so that each Party uses the ACH process to exchange payment with the other Party.

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

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

Q: DOES THIS COMPLETE YOUR DIRECT TESTIMONY?

A: Yes.

BEFORE THE

FLORIDA PUBLIC SERVICE COMMISSION

Docket No. 070736-TP

Petition of Intrado Communications Inc. Pursuant to Section 252(b) of the Communications Act of 1934, as amended, to Establish an Interconnection Agreement with BellSouth Telecommunications, Inc., d/b/a AT&T Florida

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-Lenss. 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 issues raised in the Direct Testimony Patricia H. Pellerin on behalf of BellSouth Telecommunications Inc. d/b/a AT&T Florida ("AT&T"). My testimony is provided in conjunction with the Rebuttal Testimony of Thomas W. Hicks on behalf of Intrado Comm. In particular, I will address: (i) Florida Commission Staff's Recommendation that AT&T and other incumbent 911 service providers may not charge Public Safety Answering Points ("PSAPs") for telecommunications services the incumbent no longer provides; (ii) Intrado Comm's competitive 911 service

offering tariff as a local exchange service as compared to AT&T's 911 tariff; (iii) AT&T's claim that emergency call flow and provisioning does not consist of the "mutual exchange of traffic"; (iv) the need for AT&T to honor its template interconnection agreement language for Intrado Comm as it has with other competitive providers; and (v) why AT&T's proposed billing and payment language is unreasonable.

SECTION I - BACKGROUND

Q: WILL INTRADO COMM PROVIDE PSAPs WITH ACCESS TO CURRENT TECHNOLGIES?

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

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

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

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

A: The introduction of E911 in 1972 represented a significant improvement in basic 911 service. Changes in 911 services largely have been driven by consumer demand for competitive options and new technology. The United States is actually in its fifth generation of 911 service, the progression being: (1) basic 911 service; (2) enhanced 911 service; (3) CLEC market entry; (4) wireless (real-time mobility); and (5) IP-enabled services, including VoIP. Today, consumer expectations, newer and less voice-centric technologies, and major world events are necessitating further changes in 911 service capabilities. The importance of public safety requires looking beyond the existing legacy structure towards a more robust and secure 911 network that can manage both voice and data delivered from multiple types of service providers. Advanced 911 systems expand the degree to which new, contextually appropriate information can be automatically provided to emergency service personnel on a real-time basis. Intrado Inc.'s and Intrado Comm's own emergency service evolution reflects the need to adjust and adapt to meet public safety's growing critical response needs (Exhibit No. ___ (Spence-Lenss, Rebuttal Exhibit No. CSL-10). Florida consumers expect their 911 calls to go to the right PSAP in the event of an emergency. Callers to 911 expect the call-taker to know who they are, where they are, and have access to their telephone number in case the call is interrupted and they need

to be re-contacted. They also expect to receive help from emergency first responders, even in cases where the caller cannot convey his or her location or the nature of the problem due to the emergency circumstances or disability. The legacy systems are unable to do this today and will continue to progressively decline in their ability to keep pace with the warp-speed changes in communications technology, new and multiple service providers, and consumer expectations for timely and accurate public safety service responses. Intrado Comm is able to respond to its public safety customers to address these limitations. The incumbent monopoly 911 service providers also recognize the limitations of their existing emergency networks in accommodating more mobile and less voice-centric communication technologies. Many ILEC providers have implied they are planning to develop and deploy their own advanced network technologies. Recognizing that the migration path for the incumbent's advanced 911 network will not result in the immediate replacement of the legacy infrastructure for all PSAPs simultaneously, it is extremely likely that their migration plans will be inclusive of the same types of interconnection and interoperability being sought by Intrado Comm in this proceeding.

SECTION II - UNRESOLVED ISSUES

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

Q: AT&T CLAIMS INTRADO COMM IS USING THE SECTION 251 PROCESS TO "SHIFT" COSTS TO AT&T. IS THIS TRUE?

A: No. AT&T has incorrectly assumed that Intrado Comm is attempting to shift costs to AT&T based on the Petition for Declaratory Statement filed by Intrado Comm. The requests made by Intrado Comm in the Petition for Declaratory Statement have nothing to do with Intrado Comm's right to Section 251(c) interconnection with AT&T.

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

A: Intrado Comm's 911 service offerings will compete directly with AT&T's similar offerings. When a county or other local government entity that serves as the public safety answering point ("PSAP") selects or "presubscribes to" Intrado Comm for its 911/E911 services, Intrado Comm will provide the selective routing, transport and automatic location information ("ALI") services. The PSAP will no longer require these same services from AT&T. AT&T will, in effect, be like any other local telecommunications provider that has to fulfill its obligations to provide 911 routing to its dial tone end users. AT&T, like all the competitive local exchange carriers ("CLECs") and wireless providers, serving a local area, will be required to interconnect with Intrado Comm as the new 911/E911 service provider for that PSAP. In the Petition for a Declaratory Statement, Intrado Comm sought clarification from the Commission on the issue of whether Intrado Comm or the PSAPs could be

charged for services by AT&T after the PSAP has designated Intrado Comm as its 911/E911 service provider.

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

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

Q: WHY WAS THE PETITION FOR DECLARATORY STATEMENT NECESSARY?

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

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

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

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

A: AT&T has characterized the Petition for Declaratory Statement as Intrado Comm "manipulating cost recovery mechanisms through a misuse of the regulatory process" (Pellerin Direct, page 9, lines 18-19) Throughout its testimony, AT&T asserts that Intrado Comm is entering the market by "shifting costs" to AT&T (Pellerin Direct, page 7, line 4). AT&T has equated competition in the 911/E911 market as subordinating AT&T to the role of subsidizing Intrado Comm's market entry.

Q: DOES INTRADO COMM EXPECT AT&T TO "SUBSIDIZE" INTRADO COMM'S ENTRY INTO THE MARKET?

A: No. But it is not surprising that AT&T is struggling with the prospect of a direct competitor for 911 services in Florida. AT&T's proposed "scenarios" (Pellerin Direct, page 14) fall short of understanding the impact of Intrado Comm's competitive entry.

Q: PLEASE ELABORATE.

A: For example, AT&T's testimony assumes that because Intrado Comm has a selective router and an ALI database, and the ability to purchase network transport can be purchased from a number of providers, then Intrado Comm has no need for AT&T E911 network components. AT&T therefore

concludes that a commercial agreement would be sufficient. This is simply not the case.

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

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

Q: DO AT&T'S PROPOSALS AFFECT INTRADO COMM'S COSTS?

A: Contrary to AT&T's assertions that it will be cheated of legitimate charges to PSAPs, it is AT&T that is inappropriately including charges for certain activities related to local exchange provisioning. These are costs that all of the other local services providers cover as a part of their doing business, but AT&T wants special treatment. For example, the costs associated with providing access to E911 services up to the demarcation points of the selective router and E911 database management system should not be included in incumbent tariffs as a PSAP cost and they are clearly inapplicable when the PSAP selects Intrado Comm as the 911 network provider.

Q: PLEASE EXPLAIN INTRADO COMM'S COMPETITIVE 911 SERVICES TARIFF IN FLORIDA.

A: Intrado Comm's 911 services consist of telephone exchange services and they are on file with the Commission.

Q: HOW DO AT&T'S TARIFFS FOR SIMILAR SERVICES COMPARE?

A: AT&T's assertion that E911 is not telephone exchange service is belied by its own 911 tariffs (AT&T's tariff is attached to my Direct Testimony at CSL-9). AT&T Florida describes its E911 service offering as:

> Enhanced Universal Emergency Number Service, also referred to as Enhanced 911 Service or E911, is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911. E911 Service includes lines and equipment necessary for the answering, transferring and dispatching of public emergency telephone calls by persons within the serving area who dial 911.

Clearly, AT&T views its E911 service offering to PSAPs to be a telephone exchange service. It is duplicitous on the part of AT&T to claim Intrado Comm's competitive E911 service is not a telephone exchange service and, therefore, deny Intrado Comm Section 251 interconnection.

Q: IS AT&T CORRECT WHEN IT ASSUMES INTRADO COMM WILL NOT OFFER OTHER TYPES OF LOCAL EXCHANGE SERVICES IN FLORIDA BASED ON INTRADO COMM'S CURRENT TARIFF?

A: AT&T does not have insight into Intrado Comm's plans for telecommunications services offerings in Florida. AT&T's claim that Intrado Comm does not offer local exchange service based on certain statements in its tariff is wrong (Pellerin Direct, page 11). The 911 emergency telephone

number is not intended to replace the telephone service of the various public safety agencies. In addition, PSAPs must subscribe to additional local exchange service for administrative purposes, such as to place outgoing calls and to receive other emergency calls, including any which might be relayed by operators. The statements in Intrado Comm's Florida tariff reflect this fact and are virtually identical to AT&T's Florida tariff for 911 services. In its E911 tariff, AT&T indicates that it is not responsible for the provision of local exchange service to the PSAP and requires the PSAP to subscribe to additional local exchange service for administrative purposes. Fundamentally, this is no different than the conditions set forth in Intrado Comm's tariff. Intrado Comm understands PSAPs have a competitive choice when purchasing traditional dial tone services and acknowledges this in its tariff.

Q: WILL THE INTERCONNECTION AGREEMENT BETWEEN INTRADO COMM AND AT&T SUPPORT THE MUTUAL EXCHANGE OF TRAFFIC?

A: Yes. While 911 trunks are one-way, they are capable of originating a call in a conferencing capacity, and are used for two-way traffic purposes. For example, once a 911 call is delivered over the one-way trunks to the PSAP, the PSAP may then "hookflash" to obtain dial tone to originate a bridged call to a third party. Further, although these trunks are engineered as one-way they are capable of supporting two-way voice communications. AT&T's testimony (Pellerin Direct at pages 16-17) ascribes a narrow view of "mutual exchange of traffic" that is illogical and not consistent with how

traffic is provisioned and transported in the 911 network today. AT&T indicates that "mutual exchange of traffic" must literally occur on the same trunk. As is well established in the network today, the "mutual exchange" of traffic need not actually occur over the same trunks, and may be properly reflected by traffic flows of originating and terminating traffic between the various trunking configurations established between the interconnected parties.

Q: AREN'T 251(C) INTERCONNECTION AGREEMENTS USED TO ESTABLISH INTERCONNECTION ARRANGEMENTS FOR OTHER TYPES OF "ONE-WAY" TRAFFIC?

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

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

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

Q. PLEASE EXPLAIN WHY INTRADO COMM SERVICES ARE TELECOMMUNICATIONS SERVICES RATHER THAN INFORMATION SERVICES.

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

The provision of 911 services historically has been managed at the local level by the ILEC. An effective 911 service requires the caller to be mapped to the closest PSAP (this is done at the Selective Router) to ensure emergency personnel closest to the caller can be dispatched. The Master Street Address Guide ("MSAG") maps the emergency personnel in the area to the relevant PSAP. The Automatic Location Identification ("ALI") database contains customer information associated with the telephone number to assist the PSAP. The perception of the consumer, whether a 911 caller or PSAP, is that 911 service once dialed will ensure a caller's location is identified, the correct PSAP is reached, and sufficient information is available to deploy the geographically relevant emergency personnel to the caller's location. Under a traditional end-to-end analysis, where a 911 call originates and where the call ultimately terminates will be in close proximity. The technology used to place the call is irrelevant to this analysis.

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

In addition, the comprehensive 911 service as defined by the FCC and tariffed by the ILECs clearly falls within the definition of "Telephone Exchange Service." This term is intended to include not only the provision of traditional local exchange service, but also the provision of telecommunications services that may be separate from the public switched telephone network and is a "comparable service provided though the system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunication service" (47 U.S.C. § 153(47); *Federal-State Joint Board on Universal Service*, 13 FCC Rcd 11830, ¶ 12 (1998)). The information service piece of the 911 service, ALI, is an inextricable part of the 911 service provided to PSAPs as demonstrated by the FCC's definition of 911 services and the unbundled access requirement imposed on ILECs to make the 911

databases available as telecommunications services in the interest of promoting local competition (*VoIP 911 Order*, 20 FCC Rcd 10245, ¶ 15 (2005); 47 U.S.C. § 251(c)(3); 47 C.F.R. §51.319(f)). Without exception, 911 services are telephone exchange services when the ILECs provide them and they are telephone exchange services when Intrado Comm provides them.

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

A: Yes, the PSAPs that Intrado Comm will serve are retail end users, just like any other multi-line, PBX, or other such user. As a CESTC, the Commission recognized that Intrado Comm's end users would be the PSAPs and counties that purchase Intrado Comm's services. Today, PSAPs are purchasing services from the ILECs at retail rates via a retail tariff and are therefore accorded end user status by the ILEC. These users should be treated no differently when being served by Intrado Comm.

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

A: I understand that any agreement that creates an ongoing obligation pertaining to interconnection, unbundled network elements, or collocation is considered an interconnection agreement subject to the requirements of Section 252 (*Qwest Communications International Inc. Petition for Declaratory Ruling on the Scope of the Duty to File and Obtain Prior Approval of Negotiated Contractual Arrangements under Section 252(a)(1)*, Memorandum Opinion

and Order, 17 FCC Rcd 19337 (2002)). There are similar Florida law requirements.

Q: WHY DO YOU THINK THIS IS REQUIRED?

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

Issue 2: Is AT&T's 9-state template interconnection agreement the appropriate starting point for negotiations? If not, what is?

Q: WHY SHOULD THE PARTIES UTLIZE THE INTERCONNECTION AGREEMENT THEY HAVE ALREADY REVIEWED, NEGOTIATED, AND REVISED?

A: Intrado Comm requires an agreement with AT&T that will be as uniform as possible throughout AT&T's service territory. Intrado Comm intends to deploy its competitive E911 Services on a nationwide basis, and AT&T covers a huge swath of the areas in which Intrado Comm will be marketing its services. Fundamental business sense dictates that agreements between two parties for essentially the same services should be governed by uniform terms and conditions.

Q: IS INTRADO COMM WILLING TO MAKE STATE-SPECIFIC MODIFICATIONS TO ACCOMMODATE ISSUES SPECIFIC TO FLORIDA?

A: Intrado Comm will accept state-specific requirements, which are typically accommodated by state-specific appendices. However, the general terms and

conditions and the majority of technical issues should be the same regardless of jurisdiction.

Q: DIDN'T AT&T ARGUE THAT UNIFORMITY AND CONSISTENCY THROUGHOUT ITS OPERATING REGION WOULD BE ONE OF THE BENEFITS OF THE AT&T/BELLSOUTH MERGER?

A: Yes. AT&T argued that one of the benefits of the merger would be the operation of the entity as a single company, which would result in more efficient and reliable services and would increase efficiency and reduce costs by avoiding the need for inter-networking traffic between companies.

Q: SINCE THE MERGER, HAS AT&T TAKEN OTHER STEPS TO PROMOTE UNIFORMITY ACROSS ITS OPERATING REGION?

A: Yes. AT&T recently asked the Commission for permission to use certain terminology on its billing statements in Florida. AT&T argued that it sought to change the way certain charges were characterized to achieve uniformity in billing across its 22-state operating territory. Apparently, uniformity across the 22-state region is desirable, but only when it benefits AT&T.

Q: DIDN'T THE FCC FIND THAT AT&T WAS REQUIRED TO REDUCE THE COSTS OF NEGOTIATING INTERCONNECTION AGREEMENTS?

A: Yes. In order to reduce the costs of negotiating interconnection agreements, the FCC found that competitors could port interconnection agreements throughout AT&T's territory or could use their current interconnection agreement as the starting place for negotiations. Uniformity of

interconnection agreements was an implied condition of the AT&T/BellSouth merger. Surrendering to AT&T's demand to use the 9-state template for Florida only serves as a convenience to AT&T at Intrado Comm's expense. AT&T's insistence that Intrado Comm can only obtain an interconnection agreement based on the 13-state template for use in its former BellSouth region by porting an existing 13-state agreement is merely a design to hide AT&T's lack of compliance with the merger conditions (Pellerin Direct, page 27).

Q: DO YOU AGREE WITH AT&T THAT IT WOULD TAKE "MONTHS" FOR AT&T TO ADAPT THE 13-STATE TEMPLATE FOR USE IN FLORIDA?

A: AT&T has already conducted such a review in connection with another competitor's request to utilize a Wisconsin (based on 13-state) agreement in Florida. There is no reason why AT&T could not build off the work it has already done for another competitor. In addition, under the merger conditions adopted by the FCC in connection with the AT&T/BellSouth merger, AT&T is **required** to port interconnection agreements between states in its 22-state operating territory. Thus, there are likely numerous other instances in which AT&T has undertaken the lengthy "analysis" (Pellerin Direct at page 37) to determine the provisions of the 13-state template, if any, that need to be modified for use in Florida.

Q: YOU SEEM TO BE SAYING THAT THERE MAY NOT BE PROVISIONS OF THE 13-STATE TEMPLATE THAT NEED TO BE REVISED. IS THAT TRUE?

A: Intrado Comm has asked AT&T on numerous occasions to identify those portions of the 13-state template that would need to be modified for use in Florida. Other than general assertions to pricing, performance standards, and unbundled network elements ("UNEs"), AT&T has not provided specific information to Intrado Comm. It appears from Intrado Comm's review of the interconnection agreement AT&T already revised for use in Florida that the revisions needed are not significant.

Q: HOW WOULD YOU RESPOND TO AT&T'S ARGUMENT THAT THERE IS NO LEGAL OBLIGATION FOR AT&T TO USE THE 13-STATE TEMPLATE IN FLORIDA?

A: The same is true for Intrado Comm. There is no legal obligation for Intrado Comm to accept the use of AT&T's 9-state template as the starting point for negotiations. Rather, it makes more sense for the Parties to build off of the significant amount of time spent reviewing, negotiating, and revising the 13-state interconnection agreement.

Q: DO YOU AGREE WITH AT&T'S ASSERTION THAT THIS DISPUTE DETRACTS FOCUS AWAY FROM SUBSTANTIVE ISSUES?

A: No. I do not understand how AT&T can claim that Intrado Comm's request to utilize previously reviewed and agreed upon revisions is not an issue of "substance" (Pellerin Direct Testimony, page 31, lines 5-6). The Parties spent

a significant amount of time and resources to reach a resolution on the outstanding issues identified in Intrado Comm's petition for arbitration or to narrowly focus the issues that remain in dispute. All of that hard work would be thrown away if the 9-state template were the basis for negotiations.

Q: HAS INTRADO COMM REVIEWED THE 9-STATE TEMPLATE AT ALL?

A: Yes, but Intrado Comm's review was not thorough and its initial revisions did not reflect the arrangements that Intrado Comm needs to provide its competitive 911 service offerings in Florida.

Q: WHAT WOULD BE THE RESULT IF THE COMMISSION WERE TO FIND THAT THE PARTIES WERE TO USE THE 9-STATE TEMPLATE?

A: AT&T has claimed that it would incorporate language "similar" to the language negotiated by the Parties into the 9-state template to the extent the negotiated provision was addressed in the 9-state template. For example, in connection with their Ohio negotiations, the Parties reviewed, negotiated, and revised the term and termination language, which are the terms and conditions governing how long the interconnection agreement will be in effect, how it can be terminated, and how it will be renewed when it expires. In those negotiations, the Parties agreed to a three-year term. If the Parties are required to use the 9-state template, AT&T has indicated that it would substitute the five-year term normally in the 9-state template with a three-year term and would disregard the remainder of the language agreed upon by the

Parties. This solution, however, does not provide Intrado Comm with the terms it views as necessary for the interconnection agreement, *i.e.*, the entire term and termination provision as negotiated in Ohio. Ultimately, if the Commission orders the use of the 9-state template, Intrado Comm would be left with an interconnection agreement that it did not have the opportunity to review, comment on, or negotiate, and that does not reflect the arrangements Intrado Comm needs to offer competitive service to PSAPs in Florida. This is very much a substantive issue.

Issue 25(a): Should disputed charges be subject to late payment penalties?

Q: DOES INTRADO COMM SEEK TO REVISE ITS PROPOSED LANGAUGE WITH RESPECT TO SECTION 10.1.4?

A: Yes. Intrado Comm withdraws its inclusion of "interest charges" as shown below.

> 10.1.4 Remittance in full of all bills rendered by CLEC is due within thirty (30) calendar days of each bill date (the "Bill Due Date. To avoid late payment charges ~~or interest~~, CLEC can either pay all billed charges to AT&T by the bill due date or pay all undisputed billed charges to AT&T when due and pay any properly disputed and fact based claimed amounts paid into escrow by bill due date.

This should resolve this language with the exception of how the language will be incorporated into the Parties' interconnection agreement in Florida.

Q: CAN YOU EXPLAIN FURTHER WHY THIS ISSUE IS NOT RESOLVED?

A: In connection with the Parties' negotiations for an Ohio interconnection agreement, they have agreed to contract language governing billing and

payment. The Parties reached agreement on changes to the AT&T template language after negotiations that revised some provisions of the billing and payment section and Intrado Comm agreeing to accept the remainder of the provisions as originally proposed by AT&T. AT&T has indicated that it is unwilling to use the negotiated Ohio billing and payment provisions for the Parties' Florida interconnection agreement. Intrado Comm sees no reason to negotiate new generic provisions like billing and payment for use in Florida when the Parties have already reached agreement on such provisions that are unaffected by jurisdictional boundaries. This approach is practical and will ensure consistent terms and conditions are used throughout Intrado Comm's service territory to the greatest extent possible. AT&T has provided no reason why the billing and payment provisions it found acceptable for use in Ohio are not acceptable for use in Florida.

Q: CAN YOU PLEASE EXPLAIN THE PARTIES' DISPUTE WITH RESPECT TO SECTIONS 10.5 AND 10.6.3?

A: AT&T's proposed language for these provisions is inconsistent with the language the Parties have agreed upon in Section 10.1.4. Section 10.1.4 says that Intrado Comm would not be subject to late payment charges if it pays AT&T by the bill due date or places any disputed charges into escrow. Yet, AT&T's proposed language for 10.5 and 10.6.3 would impose late payment charges on disputed charges Intrado Comm places into escrow. Intrado Comm's proposed language is consistent with the agreed upon language in 10.1.4 that disputed charges in escrow will not be subject to late payment.

Q: DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

A: Yes.

BY MS. KISER:

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

A Yes.

Q Could you please present that now?

A Thank you. My testimony today focuses on Issues 1, 2, 3, 4, 5, 7(A), 8(A), 25, 29, 33 and 34. Intrado Communications is entitled to interconnect with AT&T pursuant to Section 251(c). Intrado Comm seeks a Section 251(c) interconnection agreement with AT&T to ensure Intrado Comm can gain access to the Public Switched Telephone Network or PSTN to offer competitive services to Florida consumers, including Florida public safety agencies.

The 251(c) interconnection agreement between AT&T and Intrado Comm will support the mutual exchange of traffic between the parties, Florida customers and the interoperability of the parties' networks. Provisions regarding the rates to be charged by Intrado Comm for interconnection to its network, trunking arrangements to be used for connecting to Intrado Comm's network and the establishment of points of interconnection, commonly referred to as POI, on Intrado Comm's network are necessary to facilitate the mutual exchange of traffic between the parties' networks. Inclusion of these provisions in a Section 251(c) agreement is consistent with ILEC past practices.

AT&T interconnects with other 911 service providers in Florida in a manner consistent with the network architecture arrangements sought by Intrado Comm in this proceeding. 251(c) requires AT&T to provide Intrado Comm with interconnection on similar terms and conditions. AT&T's template 251(c) interconnection agreement imposes certain network architecture requirements on competitors when AT&T acts as a service provider. When Intrado Comm is the 911 service provider, it provides, it proposes to treat AT&T in the same manner that AT&T treats other carriers and to implement arrangements similar to those AT&T has established with other 911 service providers.

The contract language proposed by Intrado Comm is consistent with 251(c). Today, ILECs honor the single point of interface interconnection rule under Section 251(c) but still require competitors to establish a separate POI at the ILEC's selective router for 911 traffic. The noncompetitive market determining direct connection to selective routers is necessary for 911 service, and the FCC has ruled that diversity and redundancy are clearly in the public interest. The state has a strong interest in preserving and protecting the public safety and welfare, ensuring the continued quality of telecommunication services and safeguarding the rights of consumers. In this respect, the state has the authority to impose additional POI requirements on the ILEC just as the ILEC

imposes on CLECs in their Section 251(c) agreements.

Interoperability between competing networks is a hallmark of Section 251(c). Establishment of interselective router trunking to enable PSAP-to-PSAP call transfers with the associated location information enables PSAPs to communicate with each other more effectively and expeditiously, especially when misdirected 911 calls must be transferred between PSAPs.

Intrado Comm's proposals ensure that public safety does not face increased costs or additional points of failure by choosing a competitive provider. The underlying purpose of Section 251(c) would be frustrated if end users were disadvantaged by choosing a competitive provider. The network architecture arrangements proposed by Intrado Comm will ensure reliability, redundancy and diversity in the 911 services provided to Florida consumers. Granting Intrado Comm interconnection arrangements equal to those required by the ILECs for 911 is in the public interest.

Intrado Comm seeks a uniform interconnection agreement across the entire AT&T operating territory. The agreement proposed by Intrado Comm best meets the interconnection needs of Intrado Comm which do not vary by geographic location. What Intrado Comm needs in Ohio is the same as what it needs in Florida. AT&T has agreed to include many of the provisions Intrado Comm seeks for the Florida agreement in the party's Ohio agreement. Intrado Comm has no

obligation to use any of AT&T's templates as a starting point for negotiations. Despite Intrado Comm's uneven bargaining position with AT&T it elected to work from an AT&T template because it thought it would lead to a mutually beneficial agreement more rapidly. Thank you.

MS. KISER: Mr. Hicks is available for cross.

CHAIRMAN CARTER: Okay. Mr. Gurdian or Mr. Carver. Mr. Carver, you're recognized.

MR. CARVER: Yes, sir. Thank you.

CROSS EXAMINATION

BY MR. CARVER:

Q Good morning, Mr. Hicks. My name is Phillip Carver and I represent AT&T Florida.

A Good morning.

Q Let me just ask you, do you have a copy of your deposition with you?

A I do, I believe.

Q Okay. Yeah. You might want to get that. The reason I ask is because your deposition has already been placed into evidence. So just to move things along a little more quickly I may refer to testimony that you've given in your deposition rather than asking you the same questions all over again. So do you have it with you?

A Yes, sir.

Q Okay. A couple of preliminary questions. In terms

of the service that Intrado plans to provide to PSAPs, essentially you're going to aggregate emergency 911 calls at your selective router and then route those calls to the PSAPs; correct?

A Yes. We will be receiving and aggregating the traffic from wireline, VoIP and wireless providers at our selective router for delivery to an Intrado-served public safety answering point.

Q Okay. Now currently is Intrado, and when I say Intrado I'm talking about the entity that's a party to this proceeding, not your affiliated entity, currently is Intrado the designated E911 service provider to any PSAP in the United States?

A No, sir.

Q So the Intrado network that you told the Commission about in your opening, the one that you have planned, that's not currently in place anywhere in the United States.

A It is not currently in place anyplace in the United States today and handling active calls.

Q Okay.

A Let me make a correction. It is in place in some locations but it is not currently handling live traffic.

Q Well, but you said before that you're not serving any PSAPs.

A That's what I indicated. We are not providing any

call delivery to any PSAP today.

Q Okay. So in what context then is your network in place if you're not providing service to any PSAP?

A In the, from the context of we are conducting beta trials.

Q Okay. So you're testing it but you haven't actually sold your service to any PSAP and no PSAP has actually tried it; correct?

A I am not certain whether we've sold any to any PSAP yet. Somebody presented a contract to me yesterday, so I'm uncertain as to whether we've completed a sale. But we are not providing service today.

Q Okay. So -- okay. Let me ask you a few questions about the standards, your opinion as to the standards that the Commission should apply when they're considering Intrado's proposals.

In considering a particular request, one of the issues, in the context of one of the issues in the case, in considering a particular request by Intrado for inclusion in the interconnection agreement should the Commission consider whether the request is reasonable?

A Yes.

Q Now in determining what's reasonable, should the Commission consider whether a proposal is technically feasible?

A Yes.

Q And in considering whether a proposal is reasonable, should they consider the cost to implement the proposal?

A Yes.

Q And in considering whether a proposal is reasonable, should they consider how long it will take to implement that proposal?

A Yes.

Q Okay. So basically if we can sort of put these things together that we agree about in determining whether a particular proposal is reasonable, the Commission should at a minimum, they may consider other things, but at a minimum they should consider technical feasibility, cost and time required to implement.

A Yes.

Q Okay. Now I believe you said that you've adopted Ms. Spence-Lenss' testimony in Issue 1; is that correct?

A Yes, sir. I think it was part of my issue as well. So, yeah.

Q Now let's look at Issue 1(A) and 1(B). Would you agree that what is or isn't properly encompassed within a 251 interconnection agreement is determined by 251 itself and by the FCC orders that interpret 251? Would you agree with that proposition?

A Yes, I would agree that the FCC has defined what constitutes and what fits into the application of 251(c), but I

would also agree that states have a right to make decisions that may even run contrary to that, to specific rules or to sections or portions of how they interpret it.

Q Okay.

A In other words, it's based on their interpretation.

Q Okay. Well, I understand you're not a lawyer, but let me ask you this question. Let's assume that 251 provides something and it is absolutely clear and there's no question, it provides what it provides, in that instance a state can't go beyond that and do something that's clearly contrary to 251, can they?

A I believe they can if it's in the public interest.

Q Okay. So you believe that 251 is not binding on the states, state commissions when they are making orders regarding 251 agreements?

A I'm not an attorney. I really can't say what they can and cannot do. I'm basically speaking, it's my understanding and it's my belief that they have some flexibility to interpret and apply 251(c) as they see, as they, as they make their interpretation.

Q But clearly you would agree that they're bound by 251. If it says something, it's clear, it can't be argued with, then it has to be applied.

A I would say that's probably true. Yes, sir.

Q Okay. Now do you have a copy of Section 251 with

you?

A I'm certain I can get a copy.

Q I have copies here, if you'd like.

A Yes, sir. I've got it in front of me.

Q Okay. And if anyone else would like a copy, I have additionals. Okay. Thank you.

Now please turn to Section 251(c)(2)(A). And this section says that interconnection with a local exchange carrier's network is, quote, for the transmission and routing of telephone exchange service and exchange access. Is that correct?

A Give me a moment. I'm trying to find where I'm looking here. Give me a second. Okay. 251. Can you repeat your question, please?

Q Sure. I was just reading what was in 251(c)(2)(A). And it says there that interconnection with a local exchange carrier's network is, quote, for the transmission and routing of telephone exchange service and exchange access. Is that correct?

A Yes, sir.

Q So Intrado is only entitled to a 251 interconnection agreement if the service that it is offering to PSAPs is either an exchange service or an exchange access service; correct?

A That's a -- yes.

Q Okay. Now you don't contend that the service Intrado

will provide to PSAPs is exchange access, do you?

A No, sir.

Q Now you do contend that the service that Intrado will provide to PSAPs is exchange service; correct?

A Yes, sir.

Q And it is Intrado's position, is it not, that one-way traffic can constitute exchange service?

A Yes.

Q Okay. And in Ms. Spence-Lenss' testimony which you've adopted, she states on Page 11, Line 20, she actually cites to a case that she says stands for that proposition. Do you see that?

A I'll look it up. Please wait, bear with me.

Q Okay.

A Her direct testimony, did you say?

Q It's on -- this is in the rebuttal testimony. It's on Page 11, Line 20. Just let me know when you're there.

A I'm there.

Q Okay. So she cites a case that she says stands for the proposition that one-way traffic can constitute exchange service; correct?

A I would have to read this. What line are you referring to in her testimony?

Q Okay. There's a question --

A The entire section?

Q Yeah. I'm on Page 11 and the question begins at Line 15, and it says, "Even if 911 services were considered to be one-way, does that change their character as telephone exchange services?" And the answer that she gives and that you've adopted is, "No. The Federal Communications Commission, for example, has found that facsimile communications are telephone exchange services."

A Yes.

Q Okay. So you, so you see that?

A Well, the question was -- and I want to make certain I understood the question before I respond to it with a yes or a no. Can you restate it, please, what the question was?

Q Well, the question was just that's what the testimony says.

A Yeah. That's what it says. Yes. I'm sorry.

Q Okay. Now let's take a look at the order. If I can pause for just a moment, Mr. Gurdian will pass out the order.

(Pause.)

Okay. Now since you adopted her testimony, I assume you're familiar with this order; is that correct? Is that a correct assumption, I should say?

A I'm not familiar with this order.

Q Okay. Well, then -- I know you're not a lawyer, but it is in her testimony and she does make assertions about what it says. So let me just ask you a few questions. And if you

can't answer them, that's fine. Just tell me. But I'd like for you to look at 21, Paragraph 21, which is the paragraph that she specifically cites to, and tell me, do you see anything at all in that paragraph that says one-way communication can constitute telephone exchange service?

A I believe that, I believe that the position that Intrado has taken claiming that it is 251 telephone exchange traffic is predicated on the fact that facsimile lines are basically one-way lines and yet they've been considered to be telephone exchange services.

Q Okay. And do you see that somewhere in Paragraph 21?

A No. What it, what it indicates in Paragraph 21 is that it limits the, that the accompanying section limits the term of the telephone exchange service to the provision of voice services.

Q Okay. Well, you're getting a little bit ahead of me. I'm sorry.

A Go ahead.

Q Okay. At the end of that paragraph, just to follow up on what you said, it expands the definition from voice services to also include data services; correct?

A That's correct.

Q Okay. Now let's go back to 21 where they go to the traditional definition that they're expanding, Paragraph 20. And if we look at six lines in, actually five lines in, it

says, "The Commission has long interpreted the traditional telephone exchange definition to refer to, quote, the provision of individual two-way voice communication by means of a central switching complex to interconnect all subscribers within a geographic area." Do you see that?

A Yes, I do.

Q So it specifically says here that the traditional definition is two-way traffic; correct?

A Restate that, please.

Q It specifically says here that the traditional definition of exchange service is two-way traffic; correct?

A No. It says that it's two-way voice communications.

Q Okay.

A And basically the services that Intrado intends to provide provides two-way voice communications. That does not imply two-way traffic.

Q Okay. Well, I'm actually, we'll get to the two-way voice communication in a little bit. Right now I'm just asking you about the contention that's in the testimony you've adopted that one-way traffic can constitute exchange service.

A Yes.

Q Now this particular Paragraph 20 says to the contrary, doesn't it? It says it has to be two-way voice communication; correct?

A That's what it says.

Q And in the next paragraph it says it can be two-way voice or it can be two-way data.

A Yes.

Q But there's nothing in 20, 21 or anywhere else in this order where it says that it can be anything other than two-way communication; isn't that correct?

A That's correct, sir.

Q Okay. Thank you.

Okay. Let's talk a little bit about two-way traffic. Now in your deposition you said that PSAPs can use the service that Intrado will provide to originate calls; correct?

A The services that the PSAP uses would only be able to generate and originate a call transfer. They would not be able to utilize the Intrado Communications offering to generate a traditional local call. They would basically use the telephone lines that were purchased from their local service provider.

Q Okay. So in this case you're talking about a situation where a customer, and by customer let's say an AT&T customer that has local telephone service, they call 911, they reach a PSAP. The PSAP can transfer that call to another PSAP. That's what you're saying?

A Yes, sir.

Q Okay. Now let's assume in this situation that the caller calls the PSAP, the operator has them on the line and the caller is disconnected. Can the PSAP operator use the

service that you're going to provide to them to call the customer back?

A No, sir. They have to access one of their administrative lines that are connected to their system and generate a call through the local PSTN.

Q Okay. Now let's assume that for purposes of this question that the PSAP has not received an incoming call from a customer that's trying to access 911. Without that customer originating the call to them, can they just call another PSAP?

A Not through the Intrado Communications service offering.

Q Okay. So you've told me that through your offering they can't call, and, again, I'm talking about without a call first being originated by the customer and coming in and your transferring it, you said they can't call the customer back, they can't just call up another PSAP. Can they use that service to independently place a call to anyone?

A I'm not entirely certain of the technical operation and how the local telephone lines are connected to the, the Intrado Comm application. But from the public safety answering point position I believe they can originate a call. Now I'm not certain whether it's through our -- it's not through the -- how do I say it? It's not through Intrado Communications' service offering. It is over their own local CPE equipment that gives them the ability to access a line that provides dial

tone that they can call back a customer or generate a call through the PSTN to a public safety answering point.

Q Right. But the question I asked you, Mr. Hicks, wasn't about what they can do with their CPE or with their regular service. The question I'm asking you is about the service that you provide to them.

Now you've told me so far they can't use that service to call the customer back, they can't use that service to originate a call to another PSAP. Can they use that call to -- can they use that service to originate a call to anyone else?

A No, sir.

Q Okay. Now in this situation, let's get away from the transfer a little bit, when a 911 customer picks up the phone and dials 911 and gets to the PSAP, it's the 911 caller who originates that call; correct?

A Yes, sir.

Q So if I understand your position then, if that PSAP transfers the call to another PSAP, then the first PSAP has also originated the call. Is that your position?

A If a call is transferred --

Q I'm sorry. Could I have a yes or no first before you provide your answer, please?

A Okay.

Q Would you like me to ask the question?

A Yes, please do.

Q Okay. You've told me that if a 911 caller picks up the phone, dials 911 and the call goes to the PSAP, then the 911 caller has originated the call. Now when I asked you if a PSAP can originate a call using the service that you provide, you said, yes, they can transfer to another PSAP. So I'm trying to understand your testimony. Are you saying that when the 911 caller makes the call, then they originate the call, and then when the PSAP transfers the call, then they originate the same call?

A No. When they, when the -- no. I'm not saying that. What I'm saying is when the PSAP receives the call and executes a transfer, that transfer is through the intelligent communications network, the Intelligent Emergency Network. It is not over the Public Switched Telephone Network.

Q Okay. But it's -- but I'm asking you about call origination. Is it your position that the transfer constitutes an origination of the call that the 911 caller has already placed?

A No, sir. It's not an origination. It's basically a transfer.

Q Okay. So what we know about this service is you can't call out at all. All you can do is transfer a call after it's been originated by the 911 caller; correct?

A That's correct. Yes, sir.

Q Okay. Thank you. I'd like to talk a little bit

about line attribute routing, which is Issue 3.

Mr. Hicks, do you believe that line attribute routing is superior to the method that AT&T currently uses to route 911 calls?

A Yes, I do.

Q Okay. Now AT&T Florida does not currently utilize line attribute routing, does it?

A No, it does not.

Q Okay. And if you go back to your copy of the Section 251 that you looked at earlier, Section (c)(2)(C) requires interconnection that, quote, is at least equal in quality to that provided by the local exchange carrier to itself as to any subsidiary, affiliate or any other party to which the carrier provides interconnection. Did I read that correctly?

A I believe so. Yes, sir.

Q Okay. So it doesn't require that the ILEC implement something superior, something new, something better than what it provides to itself or its affiliates or other parties; correct?

A That's correct, considering my understanding of it. Yes.

Q Okay. So if you're correct in your assertion, and obviously AT&T Florida doesn't concede this, but if you're correct in your assertion that line attribute routing is

superior, then this particular provision that I just read you would specifically provide that we don't have to give it to you in the context of interconnection; isn't that correct?

A That's correct. And it would also imply that 911 services could never get any better than what is currently provided today from my opinion.

Q Well, it's Intrado that's chosen to request a 251 interconnection agreement; correct?

A Yes, sir.

Q And you could have requested the things that you've requested in this arbitration in a commercial agreement; correct?

A I believe they could have been requested in a commercial agreement. I doubt if they'd be delivered, but, yes, sir.

Q Okay. Thank you. Now line attribute routing, currently there's no ILEC anywhere in the United States that's using line attribute routing, is there?

A No, sir.

Q And to your knowledge no ILEC in the United States has ever used line attribute routing; is that correct?

A They've never used line attribute routing. They've used variations of it that had problems, but they have not used line attribute routing as requested by Intrado Comm.

Q Okay. And you can't identify any CLEC anywhere in

the United States that's using line attribute routing, can you?

A I can't -- no, sir, I cannot specifically state a CLEC is currently, whether they are or are not doing line attribute routing. I know that some CLECs have an obligation based upon the 251(c) agreements they've entered into to terminate traffic to the appropriate selective router based on the location of their caller base. So to be able to effectuate that and to be able to do, to actually do that, they would have to perform some variation of line attribute routing.

Q Okay. Let's look at your deposition on Page 77, please, sir.

A Yes, sir.

Q Just let me know when you're there.

A I'm there, sir.

Q Okay. Page 77, question beginning on Line 14, answer ending on Line 18. "As part of your answer I think you said that CLECs may be using line attribute routing. Is it correct that you can't actually identify any CLEC that you know is using line attribute routing?" Answer, "That's correct."

Now in the answer you just gave you didn't mean to change that testimony, did you?

A No, sir.

Q Okay. Now line attribute routing, the implementation of it by AT&T would require AT&T to go through a translation process by which every single end user would have to be

directed to either Intrado's selective router if Intrado is the 911 provider, or to the appropriate PSAP if AT&T is the 911 provider; correct?

A That would be -- yes, sir, that is correct in areas where Intrado Comm and AT&T are jointly serving subscribers, or I should say are serving subscribers that are served by both parties or one party or the other.

In essence what I'm trying to say is that in those areas where a central office has subscribers that are served by one 911 provider and subscribers served by another 911 provider, there would be a requirement to establish line attributes so that the proper trunk group could be selected out of that end office.

Q Okay. And throughout the State of Florida AT&T serves millions of customers, don't they?

A Yes, sir.

Q And in some of the areas of Florida like Dade County, Broward County, Orlando, Jacksonville, there are, if not millions, at least hundreds of thousands of customers in those particular locations; correct?

A Yes, sir. Yes, sir.

Q And for every one of those, to the extent that there was a split routing situation, AT&T would have to go through customer by customer and assign a location for them to be routed to; correct?

A Only for those end office -- yes, sir.

Q Okay.

A Only for those end offices though. Not the entire AT&T population, populated service order base, but only for those customers that are served by a split wire center. Yes, sir.

Q Okay. Now do you have any specific technical knowledge of how this process would be accomplished?

A I have a limited knowledge, sir. Yes.

Q Okay. How long would it take AT&T to do this?

A I have no -- sir, I have no idea how long it would take developers. It would depend upon the complexity of the systems, it would depend upon the, whether the work could be done concurrently by multiple people. I have no idea how difficult or easy it might be for AT&T to be able to implement this capability.

Q Okay. So you have no idea how long it would take. How much would it cost AT&T?

A AT&T has not provided any costs to Intrado to be able to identify what costs there would be, nor have they identified what savings would occur as a result of not having to do primary and secondary routing.

Q Okay. So bottom line you don't know how long it will take, you don't know how much it will cost; right?

A I have -- that's correct. I have no idea how much it

would cost AT&T or how long it would take them.

Q Now earlier in your testimony you told the Commission that when they're looking at particular requests and trying to decide whether they're reasonable, they should consider things like how long it'll take to implement and how much it'll cost. So let me ask you this. If you don't know how long it'll take to implement line attribute routing and you don't know how much it's going to cost, you can't really represent to this Commission that it's a reasonable request, can you?

A I, I can represent that it's a potential reasonable request and that to make the determination of whether it's economically reasonable or whether it's technically feasible, which I believe it is technically feasible, the information that's necessary to really make an evaluation of that would have to come from the parties that are basically the ones that would have to be performing that work function. Hopefully I answered your question, sir.

Q Well, not exactly because I think you said potentially reasonable. And my question went to what you're telling the Commission today, you said that they should -- again, let me repeat the question. You said they should evaluate reasonableness based, among other things, on cost and time to implement. So my question is -- and I'm not asking about potentiality. I'm asking you about a concrete decision they have to make. If you can't tell them the cost and if you

can't tell them the time to implement, then you can't represent to them that this is a reasonable request; isn't that correct?

A That's probably correct, sir.

Q Thank you. Now whatever the cost, Intrado is not offering to pay for this process, are they?

A No, sir.

Q So under your proposal, AT&T Florida would have to bear the cost, whatever it is; correct?

A That would be my understanding or -- how they would get recovery, I don't know. But, yes, the costs would be borne by AT&T to perform the function.

Q Okay. Now I want to talk to you a little bit about points of interconnection.

CHAIRMAN CARTER: Mr. Carver, are you close to a breaking point? I think I want to give the court reporter a little break.

MR. CARVER: Yes, sir. I'm at one right now.

CHAIRMAN CARTER: Okay. Let's do this. Commissioners, we want to give the court reporter a break. I'm looking at -- why don't we come back at 15 after. Yeah, 15 after. We're on recess.

(Recess taken.)

We are back on the record. And when we left -- Mr. Carver, you're recognized, sir.

MR. CARVER: Thank you, Mr. Chairman. Pardon me.

For the next few questions, I have an exhibit that we'll be discussing. At this point we'd like to pass that out.

CHAIRMAN CARTER: You may proceed.

MR. CARVER: And I would request that it be marked for identification as the next exhibit, which I believe is number 49.

CHAIRMAN CARTER: That would probably be 49, you're correct, for identification.

(Exhibit 49 marked for identification.)

MR. CARVER: And I'll just state for the record that this map was taken from the Commission's website.

BY MR. CARVER:

Q Mr. Hicks, I want to talk to you a little bit about points of interconnection. When Intrado is the designated 911, E911 service provider, your position is that in that instance AT&T should interconnect on Intrado's network; correct?

A That's correct, sir.

Q And Intrado wants AT&T to connect at its selective routers; correct?

A Can you restate that, please, sir?

Q Well, well, you said that you want them to connect on your network. Specifically you want them to connect at your selective routers; is that correct?

A Yes. Yes.

Q Okay. And currently Intrado doesn't have any

selective routers in Florida, does it?

A No, sir, it does not.

Q And as you sit here today, you don't know where they're going to be located, do you?

A No, sir.

Q And you don't know how many selective routers Intrado will have in Florida, do you?

A Yes, I know that we will be deploying a minimum of two selective routers initially within the State of Florida, and we will add additional selective routers as traffic and as customers subscribe to Intrado's services.

Q Okay. So initially there will be two.

A Yes, sir.

Q Now in your deposition you said, and this is on Page 85, Lines 15 through 18, that Intrado would, quote, expect parties to connect to multiple points, at least a minimum of two diverse, geographically diverse points of interconnection. Did I read that correctly?

A Yes, sir.

Q Okay. So you would want AT&T Florida not only to interconnect to your network, you would want them to interconnect at two different points to your network.

A Yes. Two geographically diverse points of interconnection.

Q Okay. Now let's say hypothetically that Intrado

decides to put its selective routers in Jacksonville and Miami and let's say that AT&T Florida is serving end users in Pensacola -- well, actually we are serving end users in Pensacola, so that part is not a hypothetical. But let's assume hypothetically that Intrado becomes the designated 911 provider in that area. Under your proposal, AT&T would have to transport its customers' calls all the way to Miami and all the way to Jacksonville to interconnect with Intrado; correct?

A Yes, sir.

Q Okay. Do you know how far it is from Pensacola to Miami?

A No, sir.

Q Would you accept, subject to check, that it's 534.9 miles as the crow flies?

A Yes, sir.

Q Now do you know how far it is from Pensacola to Jacksonville?

A No, sir.

Q Okay. A shorter distance, but it's still quite a distance, isn't it?

A It appears to be, yes, sir.

Q Okay. Now let's assume this same hypothetical and let's say a CLEC is serving customers in Pensacola. If you become the designated E911 provider, then under your proposal that CLEC would also have to transport its customers' calls all

the way to Jacksonville and all the way to Miami, wouldn't they?

A Sir, that would depend upon where their switch would be located. If their switch was located out of state and they were serving those customers, then they conceivably could connect to even an out-of-state location on the national network that Intrado has built.

Q Okay. Well, we'll get to out of state in just a minute. But let's assume that their switch is up in Pensacola where they're serving customers, that they focused on that area and they put their switch there. Okay. Adding that to the hypothetical, that CLEC would also have to take their customers' calls and transport them all the way to Miami and all the way to Jacksonville.

A Yes.

Q Okay. And that would be true of every CLEC serving customers anywhere, they would have to go to your two selective routers wherever they might be; correct?

A Yes.

Q Now you mentioned out-of-state selective routers. As we sit here today, what selective routers does Intrado currently have available for interconnection outside of the State of Florida?

A We do not, Intrado does not have any currently available for connection today.

Q Okay. Can you represent to this Commission that there will be selective routers for this interconnection in particular places in the future?

A Yes, sir, there will be.

Q Okay. Is there one, is there one within -- well, where?

A At the current time the plan is to put selective routers into North Carolina, Virginia, Alabama, Ohio and I believe about eight other states that we're currently in arbitration with, sir.

Q Okay. Now let's change the hypothetical a little bit. Let's assume that AT&T Florida is trying to serve its Dade County customers down in Miami and that you've become the provider for that PSAP. Well, let me ask you a question that may seem obvious, but I just want to be sure. You're aware that most of Florida is surrounded by water, are you not?

A Yes, sir.

Q Okay. So if we're trying to serve customers down in Miami, then the fact that you have selective routers in other states is not going to shorten the distance that we have to take our traffic to get to, is it?

A No, sir.

Q Okay. In fact, it's going to be a further distance than virtually anywhere in the state you might put them.

A Yes, sir. But, sir, I would like to qualify that by

saying that again it would be up to the connecting party to determine which points on our network are most efficient for them to connect to, sir.

Q Right. And my point is in this hypothetical, which is exactly the same as I gave you before except we've changed the location to Miami, if we're trying to serve customers in Miami, then we'd connect to the selective router in Miami and we'd have to go up to Jacksonville or we could pick another selective router somewhere north of Florida; correct?

A Yes, sir.

Q Now on Page 18 of your testimony, Line 20, you say that AT&T has ten selective routers in Florida; correct?

A What line, sir?

Q I believe it's Line 20.

A Is that my direct testimony, sir? I thought we were in -- I want to make certain I'm in the right document. Could you give me the reference, please?

Q Yes. I'm just looking it up myself to make sure I've got it right.

A Thank you.

Q Okay. It's in your rebuttal testimony.

A Yes, sir.

Q I believe Page 18, Line 20.

A I'm looking at that, sir. Now, can you ask me the question, please, again?

Q Yes. You say that AT&T Florida has ten selective routers in the State of Florida; correct?

A That was my understanding when we put together our testimony. Yes, sir.

Q Okay. And AT&T Florida has one in every LATA that it serves; isn't that correct?

A Subject to verification, yes, I would say that's correct.

Q Okay. So let's go back to the Pensacola hypothetical for a little bit and let's say that CLECs trying to serve customers in Pensacola, you told us that under your proposal if your selective routers were in Jacksonville and Miami, then they'd have to haul their traffic there. Under AT&T's proposal, the CLEC would be able to interconnect in the Pensacola LATA to provide service to customers in Pensacola; isn't that correct?

A Yes.

Q Okay. Now looking at the map that I handed out there are ten ILECs; correct?

A Yes.

Q And under your proposal, in addition to AT&T Florida going to your selective routers, in addition to every CLEC going to your selective routers, you would also have all of these ILECs go to your selective routers; correct?

A Assuming they had customers that they were serving

that are, have a need to interconnect to a PSAP that Intrado is serving, that's correct.

Q Okay. So let's assume that's the case. Let's assume you're successful and you sign up lots of PSAPs. Okay. If you have two selective routers, that means that at least eight of the ten ILECs are going to have to transport their traffic somewhere outside of their service area into the service area of another incumbent; correct?

A Yes, sir.

Q And they're going to have to obtain the facilities or access to the facilities to do that; correct?

A Yes, sir.

Q So, for example, let's say that you decide that you wanted to provide service in Gadsden County, and, again, your selective routers are still in Jacksonville and still in Miami, then Quincy Telephone would have to transport calls just like everybody else all the way to Miami and all the way to Jacksonville; correct?

A Yes, sir.

Q Now as you can tell from the map, Quincy is not a very big company, are they, or at least they don't have a very big service area?

A Sir, I don't know how many -- yeah. They have a small service area. Yes, sir.

Q So do you have any knowledge of how this requirement

would impact on their ability to provide emergency services to their customers in Gadsden County?

A I'm not certain I follow your question, sir.

Q Well, there's going to be some cost for them associated with hauling their traffic to Miami and Jacksonville; correct?

A That's correct.

Q Okay. As you sit here today, can you tell the Commission that that's not going to be an impediment to their offering emergency services to their customers?

A I don't know if it's an impediment to their service because I don't know whether they are able to receive cost recovery for their investment for that. Undoubtedly and undeniably their cost of interconnection would probably be higher than what it is today to a stand-alone selective routing system.

Q And Intrado is not offering to pay their costs, are they?

A No, sir.

Q And Intrado is not offering to pay AT&T Florida's costs to get to your selective routers, are they?

A No, sir. We don't offer to pay for any of the telephone carriers that are required to connect to our network, their facility.

Q Okay. So if I understand what you're saying, not

only AT&T Florida but every single CLEC doing business in the state and every single ILEC doing business in the state would have to get to your selective routers wherever they are at their cost; correct?

A That's my understanding; regardless of where they are and where their switch is set, they would have an obligation to connect to our selective routing points of interconnection. Yes, sir.

MR. CARVER: Thank you, Mr. Hicks.

That's all I have, Mr. Chairman.

CHAIRMAN CARTER: Commissioner Skop.

COMMISSIONER SKOP: Thank you, Mr. Chairman. And I just have a few questions for Mr. Hicks.

First, why should this Commission contemplate approving the Intrado request when it would cause AT&T to expend additional costs and resources over and above the existing selective routing implementation?

THE WITNESS: I believe the issue is looking at the overall impact to public safety. Number one, to improve the network reliability and survivability of the ability to reach 911. Number two, to permit PSAPs to take advantage of the next-generation type of technology that is employed. Thirdly, there are savings in some areas where a CLEC or a LEC has their own facilities, perhaps dark fiber, I don't know where their facilities are in the ground, and they could reasonably run

their facilities to other points in the state or even outside of the state. I honestly don't know their configuration.

When it comes to mobile wireless, or I should say wireless providers who have mobile switching systems, they may find it much more efficient to interconnect to two points within the State of Florida than the 20 points they currently are required to connect to. A large CLEC may find it's more economical to connect to two points on the network than to connect to 20 selective routers within the state.

So that's -- you know, I can't say why AT&T should specifically bear that cost other than -- you know, I'm not certain how they would recover, whether it would be through their end user community or --

COMMISSIONER SKOP: Let me, let me -- I don't mean to stop you.

THE WITNESS: Okay.

COMMISSIONER SKOP: Some of my other questions you may have already answered.

THE WITNESS: Okay. I'm sorry.

COMMISSIONER SKOP: But I'm going to go through them nevertheless for the record.

How would the adoption of the Intrado proposal serve the public interest? And I think some of that you just said, but, I mean, for the same reasons --

THE WITNESS: The adoption of Intrado's network

arrangement to serve the public interest would have the greater effect without a doubt on the costs that are incurred in the area of mobile switching or nomadic switching services. Their costs would go down, so consequently the overall cost to consumers in Florida would be more economical since that is the growth industry. Wireline is not. So that's one part. And, of course, the most important part is by gaining the benefits of more robust capabilities and putting infrastructure in place capable of text, video and other multimedia applications.

COMMISSIONER SKOP: So would it be correct to say that the Intrado, that Intrado is pursuing its requests via adoption of existing -- I mean, via adoption of the interconnection agreement rather than seeking a commercial agreement or arrangement to save money and shift the cost burden to AT&T and consumers?

THE WITNESS: No, sir, I don't believe I would term it as cost shifting from the standpoint of there would be some savings from the perspective of not having the switch, switch centric network over time being provided in Florida. I don't consider it cost shifting. It is different costs and new costs that are probably going to be incurred by the ILECs as a result of this deployment of this -- the nature of the configuration we're deploying. But I'm not certain I would characterize it as shifting of any costs at all. In fact, those same costs today are already borne by CLECs, wireless providers and others

in the network.

COMMISSIONER SKOP: And finally, would the adoption of the Intrado proposal result in stranded costs on the part of AT&T?

THE WITNESS: I honestly don't know. I don't know, sir.

COMMISSIONER SKOP: Okay. Thank you.

CHAIRMAN CARTER: Thank you. Commissioner Argenziano.

COMMISSIONER ARGENZIANO: Just two very short or maybe, maybe one very short question. Is my microphone on? There we go.

Given the fact that you had indicated that there was increased safety that could be provided by Intrado, have you, have you tried, since there's some, some disagreement as to what the statute says, has Intrado been lobbying or asking for changes? Have you brought that to the Legislature's attention?

THE WITNESS: I don't know whether it's been brought to the Legislature or not. Clearly there has been a lot, a great deal of interaction with Intrado and others in the competitive environment with the FCC to --

COMMISSIONER ARGENZIANO: Well, yeah. Even at the federal level --

THE WITNESS: But not at the Legislature that I'm aware of. We, we participate in several of the E911 meetings

that take place in Florida and that might be one area where they're focused, but I honestly don't know.

COMMISSIONER ARGENZIANO: Okay. Well, just given the fact that there is statutory disagreement and there may not be that flexibility that you saw in the language in the statutes, I thought maybe that that had been attempted by Intrado.

THE WITNESS: If it has, I'm not aware. I'm sorry.

COMMISSIONER ARGENZIANO: Okay. Thank you.

CHAIRMAN CARTER: Thank you.

Commissioner McMurrian.

COMMISSIONER McMURRIAN: Thank you.

Mr. Hicks, I think from Mr. Carver's questions I understand why AT&T doesn't think that 251(c) applies to your situation or to your proposal. But I wanted to give you the opportunity to say why you think in looking at the language, and I don't know if you have it in front of you, but the language in 251(c), I wanted to give you the opportunity to show me using that language why you think your situation does, does afford 251(c) interconnection rights.

THE WITNESS: Okay. Basically 251(c) has many provisions in there. I think there's either four or five provisions. One of those provisions is very important to us, and that's the provision that focuses on providing interconnection that is in parity or equal to that which an incumbent LEC provides itself, its affiliates or other

companies.

In the case of Florida where they have basically an arrangement for selective routing, and we've heard discussed the primary/secondary arrangements, in those areas where they have offices that overlap into both or multiple 911 networks, typically they have set up arrangements between the other ILECs to go to each other's network depending on which one becomes primary, which one is selected by public safety.

So there are scenarios in Florida where the ILECs, where their borders bump up against each other, and typically that's their franchise territory. There are arrangements already in place where they are interconnecting and passing traffic between each ILEC and transferring calls in a manner in which they either, one goes to one party's POI, whoever the primary is or the person that's serving that PSAP. And if you're not the primary, then, then basically you haul your traffic and you put in the facility and bear the burden of the cost to get to that party's selective router; whereby in some areas they actually do provide a meet point and they establish a meet point, but even there that meet point is on one party's network or the other. So that becomes a factor as well.

There was one more, one more point I wanted to emphasize. I'm having a hard time --

CHAIRMAN CARTER: Take your time.

THE WITNESS: But that is the primary basis for our

request is they're doing it to other providers today. We are just asking for parity when it comes to that type of interconnection, and we believe it's appropriate that they come to our network when we're the provider. We have no problem in going to their network when they are the provider. And I think it's appropriate for Florida to rule in that, in that manner.

251, and I'd like to emphasize that from our perspective 251(c) was basically put forth for the benefit of competitors. It wasn't for the benefit of the ILECs. It was to basically give the competitors an opportunity to connect without having to connect to every office within, within the ILECs, the incumbent's territory. So from that perspective there was a requirement -- and, in fact, I think it specifies in the, under law that there is typically one point of interconnection on an, on an incumbent's network. However, even in AT&T's case, in many cases they've opted to establish two points of interconnection: One perhaps at their toll tandem for other traffic and one for public safety at the selective router. And we view that as being an appropriate thing to do if you are the selective router provider. And most of the CLECs in the country have pretty much gone along with that, even though the law really says they only have to connect to one point on the party's network. So from that perspective, that's also a key element for us is that, again, we believe that it's appropriate that they connect to our network because

it's what the industry has been doing today and what they have been doing today with other providers in the State of Florida, and we believe we should be entitled to the equivalent, you know, interconnection basically.

COMMISSIONER McMURRIAN: Thank you, Mr. Hicks. I guess -- I mean, it does seem like 251(c) lays out duties for the ILEC in certain interconnection. I guess where I'm still a little bit confused is whether, whether or not Intrado is entitled to 251(c) treatment versus 251(a). And I know that's a huge issue in the case and it seems to be something that will help address a lot of the remaining issues. And I'm still a little confused by which one or why Intrado believes it's entitled to 251(c) as opposed to 251(a).

Your comments were helpful in understanding why you want 251(c) treatment because you have 251(c)(2)(C) I think is the part that you were referencing about that it's at least equal in quality to that provided by the local exchange carrier to itself or any subsidiary, et cetera. But I'm still having trouble understanding what is the basis for, you know, proving to me as the decision-maker how you, how you're sure that you're entitled to 251(c) interconnection as opposed to 251(a). I'm just still having trouble getting there.

THE WITNESS: Okay. Let me help, if I can. You know, we are a provider of a telephone exchange service. And I can't believe that anybody would even argue that 911 is not

telephone exchange service.

COMMISSIONER McMURRIAN: Okay.

THE WITNESS: So that in and of itself makes us eligible. We're a certified CLEC, so we're eligible for 251(c). And 251(c) basically evens the bargaining positions of the parties to negotiation.

In a 251(a) agreement the, the competitors, as in the case of Intrado, are disadvantaged by the bargaining position that is held by the incumbent LEC. They basically don't have to permit connection to us. They don't have to put in the interselective routing trunking and they don't have to connect to us other than because of the requirements of law they have to terminate their traffic. But we cannot allow public safety to go without some of the feature functionality that they have today or they're not going to move to competitive and more robust services.

So to even the bargaining positions, we believe 251(c) is the appropriate vehicle for establishing our interconnection needs. And basically 251(c) compels the incumbent LEC to also negotiate with us. Failure to have that basically puts us in a very unequivocal position of really having everything under the control of the incumbent LEC. And as I've said before, this is a competitive service. This -- and to be able to compete, we do have to look at things like price and quality and parity.

And then the last part of this I want to emphasize is there's a strong possibility that we would collocate the equipment that I demonstrate and have shown in our diagram today. There's a strong possibility that I would like to collocate that hardware inside their, their central offices, and with 251(c) I'm entitled to do that. Without 251(c) I don't have that unless the ILECs choose to give it to me. So those are the key factors.

And then furthermore, I get cost-based pricing through 251(c). That keeps the cost of service reasonable for public safety. If, if perhaps I don't have that level of access and I have to pay retail rates and then pass those on to public safety, it could make our service unaffordable for many of the public safety answering points or the counties and jurisdictions that are seeking it.

So those are the key issues that I can think of right now. So hopefully that's helped.

COMMISSIONER McMURRIAN: That helps. So you think a lot of it hinges on, and I think Mr. Carver was asking questions about this, you think a lot of it hinges on your representation that Intrado does provide a telephone exchange service.

THE WITNESS: That's a major part of contention in the discussions we've had. And that is one of the issues that's laid out in our, the issues matrix.

COMMISSIONER McMURRIAN: Thank you.

Thank you, Chairman.

CHAIRMAN CARTER: Commissioner Argenziano.

COMMISSIONER ARGENZIANO: Thank you. I would be interested in hearing AT&T's response to that claim that providing 911 service then gives them CLEC status under 251(c).

CHAIRMAN CARTER: We might -- when you present your case in chief, do you want to have one of your witnesses speak to that issue?

MR. CARVER: Yes. I was just going to say I believe that Ms. Pellerin would be the appropriate witness.

CHAIRMAN CARTER: So when she comes, just remember the question was asked so we can get that out.

MR. CARVER: Yes, sir.

CHAIRMAN CARTER: That would be fine.

Commissioners, anything further?

Staff.

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

CHAIRMAN CARTER: Okay. Then back to Ms. Kiser.

MS. KISER: No redirect.

CHAIRMAN CARTER: Okay. Let's deal with the exhibits. Now on -- what we're doing, Commissioners, to keep our playbook together, we're going back to the, what has been marked for identification Exhibits 13 through 25 for Witness Carey Spence-Lenns, which has been incorporated by this

witness, Mr. Hicks, and also Exhibits 29 through 37. Is that correct?

MS. KISER: That's correct.

CHAIRMAN CARTER: Any objections?

MR. CARVER: No objection. Also, Mr. Chairman, AT&T Florida would like to move Exhibit 49.

CHAIRMAN CARTER: And Exhibit 49. 49, which is the map?

MR. CARVER: That's the map. Yes, sir.

CHAIRMAN CARTER: Okay. Let's do this. Any objection?

MS. KISER: No objection.

CHAIRMAN CARTER: Without objection, show it done.

Commissioners, one little housekeeping matter that I think, I believe I took care of it but I don't know if I did it or not, is that Number 48, which was AT&T's opening presentation, that we -- was that the one, staff, that we did not have that we put into the record? Is that correct?

MS. TAN: That is correct. And we have already placed it into the record.

CHAIRMAN CARTER: Okay. Without objection, show it done just to make sure that we've got our paperwork together here. So that would be, without objection, those exhibits are moved into evidence. And now you may call your next witness.

(Exhibits 13 through 25, 29 through 37, 48 and 49

admitted into the record.)

MS. KISER: Mr. Melcher.

JOHN MELCHER

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

DIRECT EXAMINATION

BY MS. KISER:

Q Mr. Melcher, would you please state your name and business address for the record?

A John Melcher. The address is 1511 Waterside Drive, League City, Texas.

Q And are you the same John Melcher who caused to be prepared and filed rebuttal testimony consisting of 13 pages in this proceeding?

A I am.

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

A No, ma'am.

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

A Yes, ma'am.

MS. KISER: Mr. Chairman, I would ask that the prefiled rebuttal testimony of Mr. Melcher be inserted in the record as though read.

CHAIRMAN CARTER: The prefiled rebuttal testimony

will be entered into the record as though read.

BY MS. KISER:

Q And, Mr. Melcher, did you cause to be prepared and filed a rebuttal testimony exhibit identified as JM-1?

A Yes, ma'am.

Q And do you have any changes or corrections to that exhibit?

A No, ma'am.

MS. KISER: Mr. Chairman, can I have the rebuttal testimony exhibit of Mr. Melcher be identified for the record as --

CHAIRMAN CARTER: Exhibit 38.

MS. KISER: -- Exhibit 38. Thank you.

(Exhibit 38 marked for identification.)

BEFORE THE

FLORIDA PUBLIC SERVICE COMMISSION

Docket No. 070736-TP

Petition of Intrado Communications Inc. Pursuant to Section 252(b) of the Communications Act of 1934, as amended, to Establish an Interconnection Agreement with BellSouth Telecommunications, Inc. d/b/a AT&T Florida

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

employed by the Greater Harris County 911 Emergency Network for fifteen years in various positions including, most recently, Executive Director and Chief Operating Officer. I was responsible for the design and management of integrated voice and data networks providing emergency number service for over 4.5 million citizens in 48 cities and four counties in the Houston metropolitan areas. The Greater Harris County 911 Emergency Network is the largest regional 911 program in the country. I also managed numerous projects, including an early warning notification system, an automatic crash notification system, and several projects surrounding wireless 911 implementation.

Q: PLEASE DESCRIBE YOUR PROFESSIONAL AFFILIATIONS AND PARTICIPATION IN INDUSTRY ASSOCIATIONS.

A: I am certified as a National Emergency Numbering Association ("NENA") Emergency Number Professional ("ENP"). During my career, I have served as the President, 2nd Vice President, and 1st Vice President of NENA. I have also served as the wireless liaison for NENA working closely with wireless carriers, manufacturer trade associations, the Federal Communications Commission ("FCC") and the Cellular Telecommunications & Internet Association ("CTIA"). I have received six (6) NENA Presidential Citations for contributing to and leading industry and association efforts. I also regularly speak at public safety related conferences.

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

A: No, I have not previously testified before the Florida Public Service Commission ("Commission").

Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A: The purpose of my testimony is to provide information on some of the technical issues raised in this proceeding from an industry perspective.

SECTION II – BACKGROUND

Q: HOW MANY YEARS HAVE YOU BEEN INVOLVED WITH THE PUBLIC SAFETY INDUSTRY?

A: Twenty-nine (29) years.

Q: IN THAT TIME, HAVE YOU SEEN CHANGES IN THE 911 INDUSTRY?

A: Yes.

Q: CAN YOU PLEASE DISCUSS SOME OF THOSE CHANGES.

A: Changes in the emergency services industry have affected every area of 911 operations from technical and political changes to legislative changes. Among these changes, the biggest driver is access to telecommunications. We now have access to telecommunications devices and telecommunications applications far beyond what the original 911 network, its architects, and industry policymakers ever envisioned. As a result, in order to keep up with technological changes, 911 related funding and policy initiatives have and continue to change.

Historically, 911 has been a very specialized niche area provisioned by incumbent local exchange carriers ("ILECs"). Among the ILECs' portfolio of

services, the 911 network and infrastructure have received far too little attention with respect to the modernization and evolutionary design and development compared to their ever-expanding networks. The Commission and its Staff have, to their credit, recognized that 911 services have been overlooked and, through this proceeding and other activities, are beginning to enhance public safety's access to modern technologies, supporting interoperability among PSAPs, and recognizing the overall benefits of competition in the 911 marketplace.

Q: WHAT ISSUES WILL BE CRITICAL TO THE FUTURE OF THE PUBLIC SAFETY INDUSTRY?

A: The most critical issue for public safety is achieving performance parity for the 911 network through technological advancements and synchronizing public safety technologies with those of the rest of the telecommunications industry. There are broad-based consumer applications that do not appropriately incorporate 911 solutions. Public safety is commonly left out of the equation in the development, standardization and promulgation of these modern technologies and applications. As a result, consumers dangerously assume that 911 is part and parcel of all modern telecommunications service offerings. Unfortunately, 911 and citizen access to emergency communications havebecome more of an afterthought than a forethought. Many state commissions, such as Florida's, are left to bat clean-up. The citizens of Florida have the right to expect better performance from their 911 systems, just as they enjoy expanded consumer choice in this modern

competitive environment. This is necessary to continue to serve the public interest. The Commission has the ability to put mechanisms in place to ensure that Florida's citizens enjoy state-of-the-art emergency services and access to those resources that the public has come to expect.

Q: IS THERE COMPETITION IN THE 911 INDUSTRY TODAY?

A: Yes, but unfortunately it is very limited. There are many examples in the 911 industry where technologies are available to assist public safety, but barriers to access, such as outdated policies, restrict competition. In many states, policies have not changed since the inception of the 911 system. They remain way behind the curve on cost recovery, interoperability, and other issues related to a competitive environment, especially where multiple providers are offering service.

Q: WHAT PROCESS WAS USED TO IMPLEMENT 911 COMPETITION IN THOSE AREAS?

A: Competition in those areas is a new and emerging response to the needs of public safety. Texas, for example, has had competition for selective routing database provisioning since the late 1990s. Only since the inception of competitive local exchange carriers ("CLECs") have we seen the removal of some barriers to competition. Unfortunately, limited efforts were made for 911 competition and it has remained on the tail end. The instant proceeding reflects the challenges to providing a competitive 911 service despite the overall telecommunications revolution that commenced in 1996 with the passage of the federal Telecommunications Act, an Act that was specifically

passed twelve (12) years ago to give competitive providers the tools necessary to enter a market controlled by unwilling ILECs.

Q: HOW HAS COMPETITION BENEFITED PUBLIC SAFETY AGENCIES?

A: The benefits of competition have been limited so far, and it has been an uphill battle for public safety. While we have made some strides in going to a larger cadre of service providers, we have not been able to take advantage of choice and competitive price points enjoyed by the larger telecommunications industry because of the barriers to access and competition. While all telecommunications providers would agree that access for public safety to current and advanced technologies is in the public interest, new entrants are overwhelmingly mired into adversarial processes. The instant proceeding serves as an example of the difficulty in increasing options for public safety.

Q: ARE YOU FAMILIAR WITH THE TERM "NEXT-GENERATION" WITH RESPECT TO 911 NETWORKS?

A: Yes. I continue to work with various committees and standard setting organizations focused on developing Next-Generation E911.

Q: WHAT DOES THAT TERM MEAN?

A: The term is overused, misused and abused. The immediate work for public safety in all states, including Florida, is to bring 911 up to current technical and operational best practices. This work should not be confused with "next-generation" systems or applications. For example, the ability to support 911 calls from Voice over Internet Protocol ("VoIP") service callers or from

wireless callers is based on current technology that would bring Florida to existing standards and requirements. A true multi-provider market requires interoperability among networks. Indeed, the significant changes in the 911 industry to date are centered on a service provider's ability to interconnect its network with the public safety entity and to send the appropriate voice and data and/or location information.

The question then becomes how we take 911 to a place that we have not seen yet. Next-generation architectures assume changes will take place. Their platforms can anticipate advancements, *e.g.*, via scalability. However, these yet-to-be-seen changes have no bearing on public safety's immediate need to access current technologies, open access, and the need for enhanced interoperability.

Q: HOW HAS NENA BEEN INVOLVED WITH THE DEVELOPMENT OF NEXT-GENERATION 911 NETWORKS?

A: NENA continues to focus more on ensuring that public safety has access to current state-of-the-art technologies to fight the disparity in service levels across the country. We know that incumbent providers' customers in other industries have access to state-of-the-art technologies while 911 customers suffer from outdated architectures and service offerings. The 911 community is deprived of modern technologies due to barriers in the marketplace, including the notion that only the incumbents may serve as the designated 911 provider. Incumbent providers ensure that other industry segments have the ability to take calls from all over the world. This global standard has not been

applied to 911. Alternative providers offer current, modern, and off-the-shelf technologies and applications that public safety needs but cannot get due to artificial barriers.

NENA, however, needs to support a vision whereby 911 networks and systems are interoperable. It is not enough to remove barriers to entry. Enhancements to public safety cannot be done in a vacuum. Section 251 interconnection is an existing, viable mechanism whereby a state commission may ensure that interoperability among its 911 service providers is administered efficiently, fairly and in keeping with the public interest. Commercial agreements have previously served as an impediment to a level playing field. Congress recognized this when it passed the 1996 Act. There is little incentive for the incumbent provider to act timely or to price its services as it would in a vibrant competitive market. I have direct experience in Harris County, Texas where we invested millions of dollars into an upgrade that took an exorbitant amount of time and resources due to the "turf battles" of incumbent providers.

Q: WHY IS IT IMPORTANT FOR PUBLIC SAFETY TO ENSURE THEIR NETWORKS CAN SUPPORT CURRENT TECHNOLOGIES?

As self evident as it may seem, technology is not the issue. *Access* to technology is the issue. By examining industries outside of public safety, the disparity is highlighted. For example, the energy, aerospace, and biomedical industries are typically early adopters and are able to enjoy new technologies as they are introduced. The early adopters generally have more current

telecommunications technology platforms and are able to integrate innovative technologies as they are released.

In the 911 industry, we know the public is using leading edge technologies and applications and they must be able to contact public safety. The 911 authorities committed to responding to 911 callers should be no more restricted than any other consumers in the marketplace. Alternative providers are currently offering solutions that, if integrated into the network now, would permit public safety to be able to support the needs of these 911 callers. Integration into today's modern network is key. Otherwise, public safety is limited to legacy systems that we know lack the capability of supporting current technologies and applications.

To further illustrate public safety's needs, we know that there is an incredible investment on the part of incumbents and competitors alike into broadband and IP-based networks. This evolution is important because it emphasizes that services will not be about voice and data alone; they will be about information and information sharing. The information sent over an IP network could include voice, bursty data, building plans, streaming video, mug shots, fingerprints, etc. The possibilities to enhance public safety's response will grow exponentially. If my thirteen year old niece can send a photo with a text message to her friends, why can't a witness to a crime do the same? IP is the platform upon which all current telecommunications applications reside and all future developments will be deployed. Public safety's inability to integrate IP technologies and infrastructure today is

stifling their progress and making it unaffordable for them to advance to current, off-the-shelf products and services. Public safety will remain behind the curve if it is denied more robust competitive 911 service offerings, which is diametrically opposed to the level of service the public expects and demands and this Commission, Congress, and the FCC have mandated.

SECTION III – UNRESOLVED ISSUES

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

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

Q: CAN YOU EXPLAIN WHAT IS MEANT BY "CLASS MARKING"?

A: I understand the term "class marking," which describes the process used generally to direct calls in split wire center areas or serving central office. However, it is not germane to the 911 multi-provider market, as I further discuss below. The appropriate term is more like "Line Attribute Routing," (Subscriber Data Element Specific) which is the process whereby a subscriber's voice and related data is provided for the appropriate routing of an emergency call.

Q: DO LOCAL EXCHANGE CARRIERS USE LINE ATTRIBUTE ROUTING FOR 911 IN THE INDUSTRY TODAY?

A: Yes, in limited applications.

Q: IS IT TECHNICALLY FEASIBLE TO USE LINE ATTRIBUTE ROUTING TO ROUTE 911 CALLS?

A: Yes. It is similar to the call setup information used when a consumer makes a long distance or 1+ call. By relying on line attributes associated with the end user's service choice and related data elements, the serving switch knows where to send the call.

Q: WHAT OTHER PROCESS CAN BE USED TO ROUTE 911 CALLS WHEN THERE ARE MULTIPLE 911 PROVIDERS?

A: Secondary processing, such as through an incumbent's selective router, is another method. Line attribute routing is preferred since the line attribute data is established prior to call set-up, rather than through secondary processing or switching systems. By relying on line attribute data elements that relate to subscribers' information, the call may be delivered without introducing further complexities or points of failure during call set-up and delivery to the appropriate E911 system. The fewer points of failure introduced into call set-up and delivery, the more accurate call delivery will be.

Q: WHY IS LINE ATTRIBUTE ROUTING A SUPERIOR METHOD?

A: In the 911 industry, generally, we try to avoid multiple links, multiple hops, and the creation of multiple points of failure. By applying options such as Line Attribute Routing at call set-up, we mitigate the potential for failure.

Q: WHO IS USING THIS TODAY?

A: Internet service providers use this process today. Indeed, every call delivery system can use these attributes, similar to the way the functionality is

achieved in other areas, such as 1+ long distance. When a service order is processed for a consumer to receive dial tone, line attributes are encoded into the central office database to depict the consumer's choice of long distance provider. 911 Line Attribute Routing works the same way. The incumbent, as a local telephone exchange provider, has the obligation to direct calls to the customer's pre-subscribed long distance provider; it too has the obligation to deliver emergency calls to the appropriate PSAP. Both use subscriber-based attributes to determine where the call is delivered.

Q: WHY SHOULD INCUMBENTS, AS LOCAL EXCHANGE PROVIDERS, BE REQUIRED TO UTILIZE LINE ATTRIBUTE ROUTING?

A: It is my understanding that there is an obligation on all telecommunications providers of local exchange dial tone services in Florida to deliver 911 calls to the designated E911 Services provider for ultimate delivery to the appropriate PSAP. For example, a CLEC serving Florida today may rely on switching facilities located in New York. The CLEC does not have the option of choosing call delivery to PSAPs in the closest rate center to New York in order to fulfill its 911 obligation in Florida. The CLEC has to make arrangements for the call to be delivered appropriately.

While I cannot make an apples-to-apples comparison with wireless providers because they do not rely on line attributes, they perform call sorting on their side of the network prior during call set-up to ensure 911 calls are delivered to the appropriate 911 system.

As discussed above, incumbent providers of dialtone services have the obligation to send their 911 calls to the appropriate E911 System for delivery to a PSAP. Incumbent providers in Florida have impressed consumers with their global presence, earnings, acquisition of other telecommunications providers, bundled product offerings across multiple affiliates, and corporate partnerships. It is unacceptable, especially in light of their profitable growth to continue to deny current state-of-the-art technologies to public safety. Best practices and policies to ensure their application across all providers will ensure that emergency calls are delivered to the appropriate PSAP in the most efficient and reliable manner. The Commission appropriately determined it was acceptable for toll competition. The same should be adopted for 911.

Q: DOES THIS COMPLETE YOUR REBUTTAL TESTIMONY?

A: Yes.

BY MS. KISER:

Q And, Mr. Melcher, do you have a summary of your testimony today?

A Yes, ma'am.

Q Could you please provide that summary?

A Yes, ma'am. I believe I am to address most of the issues that are found in Issue 3 or my testimony is pertaining to issues in Issue 3.

My testimony is that this is all about access. And for public safety the ability to communicate is all about interoperability. And interoperability does not exist without access, and that is access to information and information sharing, the ability to do that.

So my testimony certainly doesn't doubt the sincerity or dedication of any of the parties here, but there are barriers to competition which are preventing public safety professionals from benefits, the benefits, enjoying the benefits of competition, as I have mentioned in my written testimony.

Public safety needs to be sure that there is a level playing field so that competition may thrive and public safety will have more choices and reap those benefits as the commercial consumers do today. The level playing field also would, of course, incorporate the use of IP technology. But the use of IP technology should be seen as a benefit and not be

confused with anything that has to do with next generation. Moreover, it's the use of IP technology to take into account all of the different services and offerings that are available to the public today and their access to emergency communications.

Public safety deserves state of the art solutions and they should be able to pick and choose providers that offer products and services that best fit the needs and the budgets of those public safety communications professionals.

Much of this particular proceeding with regard to my participation has been made about the term "class marking" versus "selective router delivery" and the merits of each. Please do not be confused. My testimony is not to advocate for class marking per se. As a matter of fact, I don't like the use of the term in this particular case because it's about interoperability and a level playing field for all participants. Therefore, uses like line attribute routing seem to be more germane to the topic.

While I am not a telecom engineer, I certainly have a lot of experience in the design and approval of those designs, the ordering and eventually paying for those network upgrades for the largest regional 911 system in the country, and eventually held the responsibility of being the fellow in front of the news camera when things did not go so well. So I certainly can speak to the fact that direct connections from

serving devices, whether it's a central office wire center or a soft switch for a VoIP provider or a mobile switching center for a mobile carrier, direct routing and direct delivery of those calls, the most clean, direct applications of that call delivery is what is very, very important to a 911 selective router network.

Any time, and there's a lot of history in this, and we have direct experience in the upgrade in our own system, when new features and functionality were required of a selective router and we implemented a new selective router, every central office, every mobile switch, everybody that fed calls into the network for 911 purposes had to rehome to the new selective router. That is the best practice of every ILEC in the country today. If one central office is deemed no longer the selective router and another central office is, then best practices and common practice is that you rehome to provide again the most direct clean connections from those serving entities that provide dial tone or its equivalent to the new selective router. So from a public safety perspective, if that's always been the level of service to ensure the most direct, efficient and clean connection to the selective router, why should it change just because the selective router is now being provided by a competitive carrier?

Certainly there are situations that have costs involved. I am not an expert in cost recovery in this case.

However, my testimony is that it is technically feasible. I certainly am sympathetic to the way the networks have been designed as I have been a direct person having to write checks for those kinds of things. We do understand the way that it's always been done certainly exists. But the way it's being done now in a competitive environment certainly is different and must be addressed, and that's why I believe the FCC gives the authority to the state commissions to address these new situations that have never come up before and lend their interpretations. That is the summary of my testimony.

MS. KISER: Thank you, Mr. Melcher. Mr. Melcher is available for cross.

CHAIRMAN CARTER: Thank you. Mr. Gurdian, you're recognized. Mr. Gurdian.

MR. GURDIAN: Thank you, Chairman.

CHAIRMAN CARTER: I'm sorry. I've called you four or five different names four or five different occasions. It's Gurdian.

MR. GURDIAN: Thank you, Chairman.

CHAIRMAN CARTER: You're recognized.

CROSS EXAMINATION

BY MR. GURDIAN:

Q Mr. Melcher, my name is Manny Gurdian and I represent AT&T Florida. If at any time you don't understand one of my questions, please let me know.

A It's Mr. Gurdian; correct?
Q Gurdian. Yes.
A Gurdian. Thank you.
Q You indicated in your summary that you're not a telephone engineer.
A Correct.
Q And you would agree that you've never worked in the field of network translation; is that correct?
A And you mean like switch translations?
Q Yes.
A Actually I have done some of that in a private switch environment.
Q For a telephone company?
A Not for a telephone company. No. In a private switch environment.
Q And you would agree that you've never worked for a telephone company in, in network ordering systems.
A No.
Q And you would agree that you've never worked with network provisioning.
A No.
Q Okay. You would agree that the selective routers currently being used by AT&T are reliable.
A Generically or specifically I would agree. Yes.
Q Okay. And you would agree that NENA believes that

class marking is error prone.

A Class marking, because it is a manual function, has the human error factor involved in many cases. It is error prone when it is a manual function which tends to be more in the ILEC world. It is less error prone because it's an automatic function in the CLEC word.

But, again, you're specifically relating to class marking, which is more of an ILEC split wire center term and less of a line attribute term. There are line attributes that are capable of serving central offices. And class marking was when those line attributes were not used because of the architecture in place, class marking was used, and that is a manual process for the most part. And so, yes, any manual process tends to be more error prone.

Q So in answering my question, you would agree that NENA believes that class marking is error prone.

A In the context that NENA's statements were written as in splitting wire centers and doing manual translations, I would agree with that. Yes.

Q That was a yes?

A In the context that NENA, that NENA document stands. Yes.

Q And you would agree that line class codes as used by NENA in their terminology is the same thing as line attribute routing?

A No. Which -- I'd have to know which document you're referring to and have a chance to review that.

But line class codes and classes of service are not necessarily the same as class marking. As a matter of fact, they're not.

Q What's the definition of line class codes?

A If you're referring to -- and, again, I'm not a telephone company engineer. So in the huge world of phone company acronyms I'm not exactly sure what your question is. I mean, I'm familiar with line attribute routing as it pertains to things like operator tandems, long distance tandems, interexchange carrier traffic, 911 traffic and the like, and I know that line attribute routing as far as classes of service and line codes differ from class marking.

Q And you're actually the one that came up with the term "line attribute routing"?

A Well, I don't know that I invented it, but I certainly have used it. Yes.

Q Okay. You would agree that NENA does not recommend using line class codes for determining call routing of 911 calls?

A I would not agree with that. You're using -- it is my understanding that you're using that document in the context of an ILEC service provision. In a competitive environment where CLECs are involved, they are using that and that is

standard practice.

Q Are you familiar with the NENA recommended standard for E911 default assignment and call routing function document?

A It's been a long time since I have participated in that committee and I haven't reviewed that document lately. I know that it exists. I can't cite it chapter and verse.

Q Well, let me, let me show it to you and maybe it'll refresh your recollection.

This is an exhibit to Mr. Neinast's testimony, Exhibit MN-4.

MR. CARVER: Is that the same thing?

THE WITNESS: MN-4, it looks like it.

MS. KISER: It's got the back. What page is it?

THE WITNESS: Page 18 of 22. It looks like I have it. Thank you.

MR. CARVER: Thank you.

THE WITNESS: Okay. It appears this is a revised version. Okay. This is 2008. So this is a new, this year out of committee document that was adopted by the executive board. I have not had a chance to review this.

BY MR. GURDIAN:

Q You've never seen this document before?

A Again, this is a new document. I don't serve on that committee any longer, so I have not read this document.

Q Okay. Do you have any reason to dispute what's

provided here in this document that NENA does not recommend the use of LCCs?

A Again, I am not versed in this document.

Q But do you have any reason to dispute what's provided here in the document?

MS. KISER: Can you specifically point Mr. Melcher to where you're reading from?

MR. GURDIAN: Sure. It's Section 2.4.8.5, Page 17 of 22.

MS. KISER: Thank you.

MR. GURDIAN: It's attached as Exhibit MN-4 to Mark Neinast's testimony.

BY MR. GURDIAN:

Q And I would refer you to the last, the last sentence of 2.4.8.5. Are you there?

A Yes. It is -- contextually it says NENA does not recommend the use of LCCs unless the service provider has mechanized capabilities to ensure that end office translations are kept up-to-date.

Q And LCCs are what?

A Line class codes.

Q Thank you, Mr. Melcher.

A Can I qualify that answer or has my time --

MR. GURDIAN: I'm done, Chairman.

CHAIRMAN CARTER: You may finish your answer.

THE WITNESS: Thank you. Thank you. And, again, something came to mind here, again, because I hadn't had a chance to review this document. But it said specifically that "unless the service provider has mechanized capabilities." I need to draw the clarification here. I certainly understand that line class codes for 911 trunk delivery in a wire center are not part of the incumbent local exchange processes, the service provisioning. When they provision the service for a subscriber, they don't use line class codes to do 911 because that is a separate function. The switch just says I'm going to put this on this trunk and send it to the selective router. That is a product of the way that the system was built because never was it envisioned when these systems were put in place that there would be another 911 selective router. And, in fact, which gets back to my earlier testimony, if there was a new 911 selective router, then they would just change all the trunking and trunk all of that to the new router. So having to do individual line class codes or any kind, any other kind of attribution on that subscriber line was not necessary because it was never envisioned.

In a competitive environment when you have like a competitive local exchange carrier, they knew because they were going into this in a new world also with a much larger footprint that they would be going to multiple 911 selective routers. So they did mechanize the use of those line

attributes so they could deliver them on the appropriate trunks to deliver those calls to the appropriate selective routers. It's no fault of the incumbent local exchange architecture. It's just the way they grew up. However, the world has changed and now when you flip the roles and they are providing traffic to another selective router, then the behavior has to change because that's just the way it is in today's world. So that's the clarification of my answer.

CHAIRMAN CARTER: Thank you. Mr. Gurdian, do you still --

MR. GURDIAN: No follow-up.

CHAIRMAN CARTER: Thank you.

Commissioners, before I go to staff?

Staff?

MS. TAN: Staff has no questions.

CHAIRMAN CARTER: Commissioners, anything further?

Ms. Kiser?

MS. KISER: No redirect.

CHAIRMAN CARTER: Okay. Let's deal with the exhibits. Exhibit --

MS. KISER: 38, I believe.

CHAIRMAN CARTER: -- Exhibit 38. Any objection?

MR. GURDIAN: No objection.

CHAIRMAN CARTER: Without objection, show it done.

(Exhibit 38 admitted into the record.)

Okay. Commissioners, I think -- Ms. Kiser, that's your last witness, is it not?

MS. KISER: That's correct.

CHAIRMAN CARTER: Commissioners, we're fortuitous at this breaking point, and I think, rather than have us start now with AT&T, we'll just go ahead on and break, give staff an opportunity not only to look over their notes but also have an opportunity to have lunch, and for us to have a break as well. And we'll come back -- I'm looking at --

COMMISSIONER SKOP: 1:40.

CHAIRMAN CARTER: 1:40? Okay.

COMMISSIONER ARGENZIANO: You must be very hungry. I think 1:30 sounds better.

CHAIRMAN CARTER: 1:30?

COMMISSIONER ARGENZIANO: I was kidding. Whatever the Commissioner needs.

COMMISSIONER SKOP: That's fine.

COMMISSIONER EDGAR: I vote for 1:15.

CHAIRMAN CARTER: Okay. Let's do 1:30. We're on recess.

(Recess taken.)

(Transcript continues in sequence in Volume 2.)

STATE OF FLORIDA)
: CERTIFICATE OF REPORTER
COUNTY OF LEON)

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 21st day of July, 2008.

Linda Boles

LINDA BOLES, RPR, CRR
FPSC Official Commission Reporter
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