

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

**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-Lens. My business address is 1601 Dry Creek Drive, Longmont, CO, 80503. I am Vice President of Regulatory and Government Affairs for Intrado Inc. and its affiliate, Intrado Communications Inc. ("Intrado Comm").

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

**A:** The purpose of my rebuttal testimony is to address 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

DOCUMENT NUMBER - DATE

04526 MAY 28 08

FPSC-COMMISSION CLERK

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

7 **SECTION I - BACKGROUND**

8 **Q: WILL INTRADO COMM PROVIDE PSAPs WITH ACCESS TO**  
9 **CURRENT TECHNOLOGIES?**

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

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

16 **A:** Yes. Competition is occurring in Texas, for example. At least five states and  
17 multiple cities and counties are using competitive vendors (not ILECs) for 911  
18 networks, database, and customer premises equipment. Likewise, at least one  
19 state and one district are using competitive vendors (not ILECs) for wireless  
20 911 call routing. As newer technologies evolve and are made available to the  
21 marketplace, the list of competitive entrants will grow. Most importantly,  
22 competitive entry provides options for the public safety industry that do not  
23 exist today.

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

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

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

19 **SECTION II - UNRESOLVED ISSUES**

20 *Issue 1(b): Of the services identified in (a), for which, if any, is AT&T required*  
21 *to offer interconnection under Section 251(c) of the Telecommunications Act of*  
22 *1996?*

1 **Q: AT&T CLAIMS INTRADO COMM IS USING THE SECTION 251**  
2 **PROCESS TO “SHIFT” COSTS TO AT&T. IS THIS TRUE?**

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

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

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

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

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

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

9 **Q: WHY WAS THE PETITION FOR DECLARATORY STATEMENT**  
10 **NECESSARY?**

11 **A:** Intrado Comm expected AT&T and other incumbent 911/E911 service  
12 providers to fight to maintain their monopoly control over PSAPs in Florida.  
13 However, Intrado Comm was shocked by the efforts of some ILECS to deny  
14 the PSAPs a competitive choice. The Petition for Declaratory Statement was  
15 designed to ease the PSAPs' concerns and clearly establish that the ILECs  
16 could not continue to charge PSAPs for services when the PSAP had  
17 presubscribed to Intrado Comm. Some of the letters demonstrating the  
18 PSAPs' concerns are attached to my Direct Testimony at Exhibit \_\_\_\_ (CSL-  
19 5).

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

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

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

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

13   **Q:**    **DOES INTRADO COMM EXPECT AT&T TO “SUBSIDIZE”**  
14          **INTRADO COMM’S ENTRY INTO THE MARKET?**

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

19   **Q:**    **PLEASE ELABORATE.**

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

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

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

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

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

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

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

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

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

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

7                    Enhanced Universal Emergency Number Service, also referred  
8                    to as Enhanced 911 Service or E911, is a telephone exchange  
9                    communication service whereby a Public Safety Answering  
10                   Point (PSAP) designated by the customer may receive  
11                   telephone calls dialed to the telephone number 911. E911  
12                   Service includes lines and equipment necessary for the  
13                   answering, transferring and dispatching of public emergency  
14                   telephone calls by persons within the serving area who dial  
15                   911.  
16

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

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

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

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

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

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

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

8 **Q: AREN'T 251(C) INTERCONNECTION AGREEMENTS USED TO**  
9 **ESTABLISH INTERCONNECTION ARRANGEMENTS FOR OTHER**  
10 **TYPES OF “ONE-WAY” TRAFFIC?**

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

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

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

21 **Q. PLEASE EXPLAIN WHY INTRADO COMM SERVICES ARE**  
22 **TELECOMMUNICATIONS SERVICES RATHER THAN**  
23 **INFORMATION SERVICES.**

1    **A.**    While E911 services may contain an information service component (such as  
2           the Automatic Location Information (“ALI”) function), the comprehensive  
3           911 service offered to PSAPs by ILECs today, and the Intrado Comm 911  
4           service soon to be provided, are telecommunications services and treated as  
5           telephone exchange services under the law and as evidenced by ILEC tariffs.  
6           In part, this is because all local exchange service providers must provide 911  
7           calling to their customers. Today the obligation to provide 911 dialing to  
8           customers also flows to wireless service providers and IP-enabled service  
9           providers.

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

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

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

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

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

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

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

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

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

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

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

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

8 **Q: WHY SHOULD THE PARTIES UTILIZE THE INTERCONNECTION**  
9 **AGREEMENT THEY HAVE ALREADY REVIEWED, NEGOTIATED,**  
10 **AND REVISED?**

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

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

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

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

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

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

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

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

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

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

1 interconnection agreements was an implied condition of the AT&T/BellSouth  
2 merger. Surrendering to AT&T's demand to use the 9-state template for  
3 Florida only serves as a convenience to AT&T at Intrado Comm's expense.  
4 AT&T's insistence that Intrado Comm can only obtain an interconnection  
5 agreement based on the 13-state template for use in its former BellSouth  
6 region by porting an existing 13-state agreement is merely a design to hide  
7 AT&T's lack of compliance with the merger conditions (Pellerin Direct, page  
8 27).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10 **Q: DOES INTRADO COMM SEEK TO REVISE ITS PROPOSED**  
11 **LANGUAGE WITH RESPECT TO SECTION 10.1.4?**

12 **A:** Yes. Intrado Comm withdraws its inclusion of “interest charges” as shown  
13 below.

14 10.1.4 Remittance in full of all bills rendered by CLEC is due within thirty  
15 (30) calendar days of each bill date (the “Bill Due Date. To avoid  
16 late payment charges ~~or interest~~, CLEC can either pay all billed  
17 charges to AT&T by the bill due date or pay all undisputed billed  
18 charges to AT&T when due and pay any properly disputed and fact  
19 based claimed amounts paid into escrow by bill due date.  
20

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

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

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

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

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

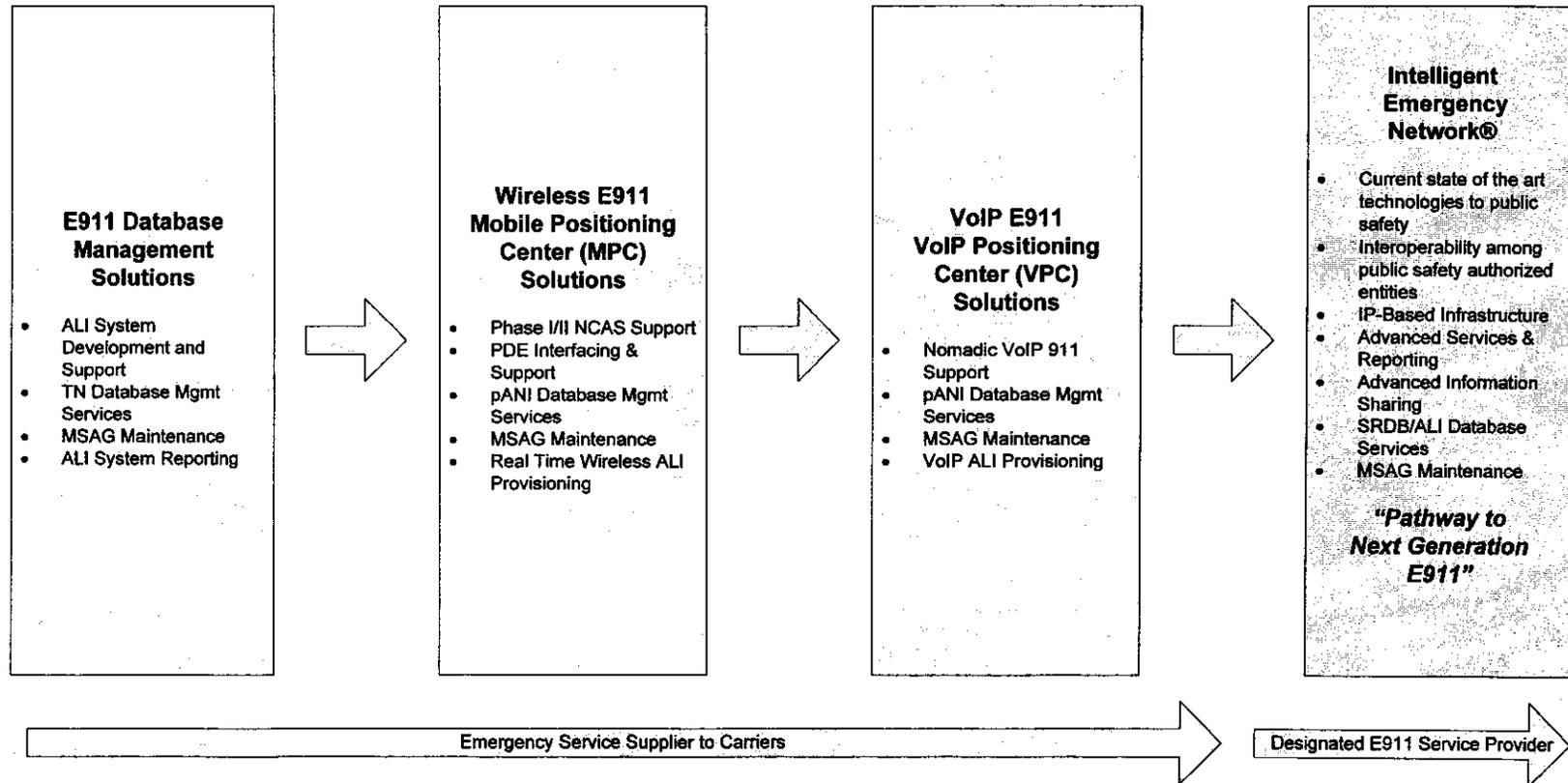
16 **A:** AT&T's proposed language for these provisions is inconsistent with the  
17 language the Parties have agreed upon in Section 10.1.4. Section 10.1.4 says  
18 that Intrado Comm would not be subject to late payment charges if it pays  
19 AT&T by the bill due date or places any disputed charges into escrow. Yet,  
20 AT&T's proposed language for 10.5 and 10.6.3 would impose late payment  
21 charges on disputed charges Intrado Comm places into escrow. Intrado  
22 Comm's proposed language is consistent with the agreed upon language in  
23 10.1.4 that disputed charges in escrow will not be subject to late payment.

1 Q: DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

2 A: Yes.

# Intrado Emergency Service Evolution

*Designed to Meet Public Safety's Growing Critical Response Needs*



DOCUMENT NUMBER-DATE  
04526 MAY 28 08  
FPSC-COMMISSION CLERK