

**BEFORE THE WASHINGTON
UTILITIES & TRANSPORTATION COMMISSION**

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION,

Complainant,

v.

CENTURYLINK COMMUNICATIONS, LLC,

Respondent.

DOCKET UT-181051

BRIAN ROSEN

**ON BEHALF OF THE
WASHINGTON STATE OFFICE OF THE ATTORNEY GENERAL
PUBLIC COUNSEL UNIT**

Exhibit BR-28

WMD Supplemental Response to Public Counsel Data Request No. 6

December 15, 2021

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

***Washington Utilities and Transportation Commission v. CenturyLink
Communications, LLC***
DOCKETS UT-181051

Public Counsel Data Request No. 4-7C to Washington Military Department (WMD)

SUPPLEMENTAL RESPONSES TO PUBLIC COUNSEL DATA REQUEST NO. 4-7C

SUPPLEMENTAL RESPONSE:

The Washington Military Department has determined that the highlighted confidential information contained in the original responses below are not confidential and do not need to be protected and is lifting the confidential highlighting.

Date Prepared: December 8, 2021

Prepared by: Dawn Cortez

Witness: William Andrew Leneweaver and Kenneth Moisey

Phone No: 360.586.2436

PC-4 In CenturyLink's Response to Public Counsel Data Request No. 7, CenturyLink provided a diagram, numbered CLC-001454 and attached hereto for the sake of convenience, that identified a Demarcation Point. Does the Washington Military Department (WMD) agree with the CenturyLink diagram's location of the point of demarcation? If not, where on the diagram does WMD understand the point of demarcation to be?

RESPONSE:

There was no discussion, which WMD was privy to, that identified any particular demarcation point.

WMD believes the location shown was selected because it appears to be (based on the arrow head shown in the diagram) the logical end point of the part of the interconnection for which CenturyLink contracted with MIL under Contract E09-196, and was responsible for providing.

However, because it is our understanding that CenturyLink, either directly or through a reseller, was the actual underlying provider of all, or at least portions, of the interconnections, the demarcation point of the actual circuits is likely #8, the Comtech RCL (LNG), as shown on the CenturyLink provided diagram, numbered CLC-001454.

Additionally, on the CenturyLink provided diagram, numbered CLC-001454, "#2. Lumen 911 Selective Router" is shown. Over the course of the contract, and at what was referred to as the "End Office Migration," CenturyLink asserted to WMD that Selective Routers in Washington State were no longer in use as of October 2014. Because of this, 911 calls

Shaded Information is Confidential per Protective Order in Docket UT-181051

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PC-6C In reference to the contract between the Washington Military Department (WMD) and CenturyLink, Contract No. E09-196, effective June 5, 2009, as amended, please explain with particularity WMD's understanding of whether the contract relieves CenturyLink of its obligation thereunder to provide covered 9-1-1 services for calls to a PSAP after that PSAP has transitioned from CenturyLink to Comtech. In your answer, please explain why it is or is not so relieved.

RESPONSE:

As stated in the Washington Military Department (WMD) and CenturyLink, Contract No. E09-196, effective June 5, 2009, as amended, in section 11. AMENDMENT TERMS AND CONDITIONS, paragraph 1:

During the PSAP Migration, Contractor remains responsible for routing calls to PSAPs that have not migrated to ESInet II ("Unmigrated PSAPs"), and for routing calls intended for Migrated PSAPs to the Demarcation Point at ESInet II, at which point the successor provider assumes responsibility for delivering such calls to Migrated PSAPs and is therefore the Covered 911 Service Provider.

WMD believes that this language relieves CenturyLink of its obligation to provide covered 911 services to a PSAP after that PSAP has transitioned from CenturyLink to Comtech. The reason WMD believes this is based on the in depth discussions between CenturyLink, Intrado, Comtech and WMD which made it clear that CenturyLink's obligation to a particular PSAP ended after that PSAP migrated to the Comtech system. However, WMD believes that CenturyLink was still obligated to ensure delivery of 911 calls intended for that PSAP were delivered to the Comtech RCL (LNG).

Date Prepared: 11/22/2021

Prepared by: Dawn Cortez and William Leneweaver

Witness: William Leneweaver

Phone No. Represented by Dawn Cortez-360.586.6470

PC-7C In reference to the contract between the Washington Military Department (WMD) and CenturyLink, Contract No. E09-196, effective June 5, 2009, as amended, please explain with particularity WMD's understanding of CenturyLink's obligations thereunder regarding the Washington 9-1-1 system throughout the transition period that transferred service from CenturyLink to Comtech.

RESPONSE:

Because of the overall design of the statewide 911 system, which generally consists of three (3) discrete parts—the originating network, consisting of the OSPs, ILECs, CLECs, VoIP, and wireless providers (or those providers directly serving the 911 "call-maker"); the ESInet (Emergency Services IP Network); and the terminating network, consisting of the PSAPs—with CenturyLink and their subcontractor Intrado, providing the originating

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demarcation point for the ESInet ingress and the egress demarcation point to the terminating network (the PSAPs), WMD believes CenturyLink retained a role, and thus an obligation, under the Washington Military Department (WMD) and CenturyLink, Contract No. E09-196, until there were no parts of the originating network nor the terminating network connected to the CenturyLink/Intrado ESInet.

Generally speaking, WMD believes that the citizens of Washington expect that any entity involved in the process of completing a 911 call, from a “call-maker” (the citizen) to a “call-taker” (the PSAP), has an obligation to ensure the call is successfully completed.

Date Prepared: 11/22/2021

Prepared by: Dawn Cortez and William Leneweaver

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