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BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

Proceeding No. 17AL-0487T

IN THE MATTER OF ADVICE LETTER NO. 3156 FILED BY QWEST CORPORATION DBA CENTURYLINK QC FOR AN INITIAL TARIFF REGARDING NEXT GENERATION 911 ESINET (NG9-1-1 ESINET) TO BECOME EFFECTIVE AUGUST 14, 2017.

Stipulation and Settlement Agreement

This Stipulation and Settlement Agreement (“Agreement”) is entered into by and among Qwest Corporation dba CenturyLink QC (“CenturyLink”); Intervenor (a) Boulder Regional Emergency Telephone Service Authority (“BRETSA”), (b) the Adams County E-911 Emergency Telephone Service Authority, the Arapahoe County E-911 Emergency Communications Service Authority, and the Jefferson County Emergency Communications Authority (the “AAJ Authorities”), (c) the Douglas County Emergency Telephone Service Authority (“Douglas ETSA”) and the El Paso-Teller County Emergency Telephone Service Authority (“El Paso 911”) (collectively, the “DEPT Authorities”), and (d) the Montrose Emergency Telephone Service Authority, the Ouray County Emergency Telephone Service Authority, the San Miguel Emergency Telephone Service Authority, the Delta County Emergency Telephone Service Authority, and the Gunnison Hinsdale Combined Emergency Telephone Service Authority (the “West Region 911 Authorities”); and the Trial Staff of the Colorado Public Utilities Commission

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(“Staff” or “Trial Staff”) (collectively, “Settling Parties”).¹ This Agreement sets forth all the terms and conditions of the Settling Parties’ agreement. The Settling Parties agree that this Agreement is just, reasonable, and consistent with and not contrary to the public interest regarding the proposed Next Generation 9-1-1 ESInet tariff at issue in this proceeding and should be approved by the Colorado Public Utilities Commission (“Commission” or “PUC”).

1. Recitals and Introduction²

1.1. This Agreement was reached after extensive negotiations. These negotiations – including dozens of settlement conferences and meetings in the thirteen months since this proceeding began – involved reviewing the advice letter and proposed tariff, discovery requests and responses, draft testimony, the examination of several complex and interrelated legal and factual issues, and principled compromises. By way of background:

1.1.1. BRETSA’s intervention noted “pecuniary interests” as well as “interests in assuring that service critical to the public safety of the communities it serves is suitable, reliable, and affordable for the purpose intended.” The West Region 9-1-1 Authorities’ intervention raised similar issues.

¹ This represents every Intervenor remaining in the proceeding. LETA and CTA have withdrawn their interventions.

² This section is meant only to provide context for the Agreement. To the extent there is any conflict between the precise terms of the Agreement—set forth below—and the Recital and Introduction section here, the specific provisions of the Agreement control, and the statements of Staff and Joint Applicants in the Recital and Introduction should not be used as a tool for discerning the Settling Parties’ intent with regards to settlement.

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1.1.2. Staff's intervention stated that it intended to raise and explore (a) "Whether the NG9-1-1 ESInet Service is in the public interest, promotes public safety, and contains all necessary and appropriate rates, terms and conditions;" and (b) "Any and all other issues not raised herein that, after investigation and analysis, are worthy of consideration by the Commission, are in the public interest, and are likely to assist the Commission to render its decision in this proceeding."

1.1.3. The AAJ Authorities noted concerns regarding (a) "the terms and conditions in the tariff, including the cost of service," (b) ensuring that "the transition from the existing tariff for basic emergency service to the proposed tariff for next generation 9-1-1 service ... is smooth and does not result in interrupted service, and (c) "ensuring that 9-1-1 service offered in their service areas is reliable and sufficient for its intended purpose."

1.1.4. The DEPT Authorities observed that "[t]he rates paid by the Authorities for NG9-1-1 service and the quality of service...will directly impact the Authorities' provision of emergency telephone and emergency notification services."

1.2. The Parties' settlement in this proceeding is based in part on a common understanding that the NG9-1-1 ESInet offered by CenturyLink in this proceeding reasonably addresses the concerns raised by each Settling Party in its intervention request, and accommodates the following general objectives:

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- 1.2.1. **System of (ESInet) Systems** – The ESInet is consistent with a vision for a statewide interoperable, emergency service internetwork that will set the foundation for future 9-1-1 functions.
- 1.2.2. **Integrated CO Network** – the ESInet will facilitate increased coordination and partnerships across the Public Safety community, including vendors, using common services.
- 1.2.3. **Provide Clear Path to Full NG9-1-1** – as configured and implemented by CenturyLink and its vendors, the planned NG9-1-1 ESInet will facilitate a transition path to leverage all services as envisioned by the NENA i3 NG9-1-1 specification once finalized -- an open, non-proprietary and secure architecture to facilitate the implementation of an interoperable internetwork.
- 1.2.4. **Origination Flexibility** – the planned ESInet will accommodate 9-1-1 requests for assistance from any networked communication device (only voice requests for assistance are enabled at this time).
- 1.2.5. **Routing Flexibility** – the planned ESInet will enable geographically-independent call access, transfer and backup enabled among PSAPs and between PSAPs and other authorized emergency organizations or backup call handling locations.
- 1.2.6. **Termination Flexibility** - the planned ESInet will facilitate the termination of 9-1-1 requests for assistance to: a) stand-alone PSAPs and CPE; b) hosted CPE complexes shared by multiple PSAPs; or c) Authority ESInet(s) where

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the Authority's network performs routing among associated PSAPs, CPE and call taker positions.

1.2.7. Clear Demarcation of Responsibilities - the ESInet tariff and Commission rules outline clear demarcations of responsibility and accountability in the handling of all traffic related to an emergency request.

1.2.8. Legacy & Next Gen OSP Aggregation - the proposed ESInet facilitates moving OSPs to direct, SIP call termination and LIS population with a minimum of additional cost and work once those technologies are available and implemented.

1.2.9. Cybersecurity - the proposed ESInet employs robust cybersecurity measures and systems; and

1.2.10. Cost-based, statewide average pricing - the proposed ESInet tariff's pricing is based on a rigid examination of the costs to provide the service, and is offered on a statewide basis recognizing the public interest in ensuring the availability of next generation 9-1-1 capability throughout Colorado.

2. Agreement. The precise terms of the Agreement are set forth below.

The Settling Parties agree to support the approval of the proposed tariff attached as Appendix A to this Agreement (the "Tariff").

2.1. Within 30 days of the approval of this Agreement by the PUC, the Parties agree to jointly request that the chair of the PUC's 9-1-1 Task Force establish a User's

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Group Committee (“User Group”). The User Group will be a forum for governing bodies and PSAPs and PUC Staff. It will interface with CenturyLink on topics related to services under the Tariff. Its purpose is to improve communication regarding ESInet service on topics such as, but not limited to, the following:

2.1.1. ESInet implementation

2.1.2. Statewide Transition Plans (E9-1-1 to ESInet, and adding other NG9-1-1 services and capabilities).

2.1.3. Common Issues: Discuss common questions or concerns regarding ESInet and other basic emergency service issues.

2.1.4. Change Management: Discuss potential changes to ESInet tariffs or other basic emergency services.

2.1.5. Dispute Mediation: Disputes regarding ESInet services or other basic emergency service issues may be raised informally here.

2.1.6. Other issues: The purpose of the User Group is to improve communication regarding ESInet service and services among BESP, PSAPs, and Authorities, and the Commission, so any issues regarding next generation 9-1-1 services, features, or functions may be discussed in the User Group.

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- 2.2. Once and if CenturyLink and West Safety Services (“WSS”) have negotiated an extension or replacement for their current contracts which is due to expire on February 28, 2019, CenturyLink shall provide the User Group with the applicable agreements or portions thereof that pertain to Colorado (disclosure of confidential agreements or portions thereof may be subject to the execution of nondisclosure agreements). Thereafter, the parties agree to negotiate whether the tariff pricing should be changed, and all parties reserve the right to request that the Commission change the prices established in the agreed-upon tariff based on WSS agreement changes, provided that such request is filed with the Commission no later than sixty days after the agreements are served as outlined above.
- 2.3. CenturyLink will file an advice letter with pricing and associated cost data for any new NG9-1-1 Basic Emergency Service, which will initiate a normal advice letter proceeding process.
- 2.4. CenturyLink shall contemporaneously provide Staff with copies of any notices of default or material breach that it issues pursuant to Section 9.2.5.D.1 of the Tariff.
- 2.5. CenturyLink shall provide to its Customers and the User Group all notices that CenturyLink must provide to the Commission under paragraph 9.2.5.C.7 of the Tariff.

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3. *General Provisions*

- 3.1. This Agreement impacts this Tariff only. Subject to the qualifications below, all parties reserve the right to advocate for any position they deem appropriate in other proceedings, including but not limited to the proceeding regarding BES diversity established in 4 CCR 723-2 § 2143(a)(III).
- 3.2. This Agreement is made for settlement purposes only. No Settling Party concedes the validity or correctness of any regulatory principle or methodology directly or indirectly incorporated in this Agreement. Furthermore, this Agreement does not constitute agreement, by any Settling Party, that any principle or methodology contained within or used to reach this Agreement may be applied to any situation other than the above-captioned proceeding, except as expressly set forth herein. No binding precedential effect or other significance, except as may be necessary to enforce this Agreement or a Commission order concerning the Agreement, shall attach to any principle or methodology contained in or used to reach the Agreement, except as expressly set forth herein.
- 3.3. The Settling Parties agree the Agreement is just, reasonable, and consistent with and not contrary to the public interest and should be approved and authorized by the Commission. The Settling Parties will support all aspects of the Agreement embodied in this document in any hearing conducted to determine whether the Commission should approve this Agreement or the proposed Tariff, and/or in any other hearing, proceeding, or judicial review relating to this Agreement or the implementation or enforcement of its terms and conditions. Each Settling

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Party also agrees that, except as expressly provided in this Agreement, it will take no action in any administrative or judicial proceeding, or otherwise, which would have the effect, directly or indirectly, of contravening the provisions or purposes of this Agreement. However, each Settling Party expressly reserves the right to advocate positions different from those stated in this Agreement in any proceeding other than one necessary to obtain approval of, or to implement or enforce, this Agreement or its terms and conditions.

3.4. Nothing in this Agreement shall constitute a waiver by any Settling Party with respect to any matter not specifically addressed in this Agreement. In the event this Agreement becomes null and void or in the event the Commission does not approve this Agreement, this Agreement, as well as the negotiations or discussions undertaken in conjunction with the Agreement, shall not be admissible into evidence in these or any other proceedings.

3.5. Because this Agreement reflects negotiation and compromise regarding the public interest, some matters in this Agreement may involve subjects over which the Commission ordinarily does not exercise jurisdiction. The Settling Parties agree that the Commission shall have jurisdiction to interpret and enforce the Agreement, but this Agreement does not otherwise expand the subject matter jurisdiction or operate as a waiver or consent to Commission jurisdiction except to the extent specifically stated in this Agreement.

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- 3.6. The Settling Parties state that they have reached this Agreement by means of a negotiated process, and that the results reflected in this Agreement are just, reasonable, and consistent with and not contrary to the public interest.
- 3.7. The Settling Parties do not believe any waiver or variance of Commission rules is required to effectuate this agreement, but agree jointly to apply to the Commission for a waiver of compliance with any requirements of the Commission's Rules and Regulations if necessary to permit all provisions of this Agreement to be approved, carried out and effectuated.
- 3.8. This Agreement is an integrated agreement that may not be altered by the unilateral determination of any party to the Agreement. There are no terms, representations or agreements among the parties which are not set forth in this Agreement or the proposed Tariff.
- 3.9. This Agreement may be signed in counterparts, each of which shall be deemed an original. This Agreement may be executed and delivered by facsimile and the Settling Parties agree that such facsimile execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each Settling Party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by the Settling Parties to the same extent that an original signature could be used.
- 3.10. This Agreement shall not become effective until the Commission issues a final order approving the Agreement and the proposed Tariff, which order does

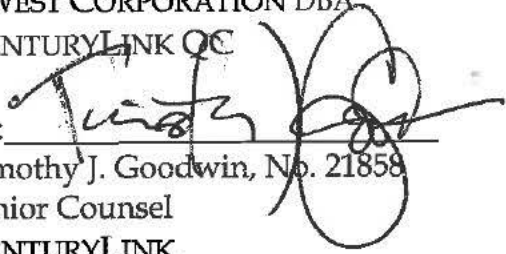
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not contain any modification of the terms and conditions of this Agreement that is unacceptable to any of the Settling Parties to the Agreement. In the event the Commission modifies this Agreement in a manner unacceptable to any Settling Party, that Settling Party may withdraw from the Agreement and shall so notify the Commission and the other Settling Parties to the Agreement in writing within ten (10) days of the date of the Commission order. In the event a Settling Party exercises its right to withdraw from the Agreement, this Agreement shall be null and void and of no effect in this or any other proceeding.

Agreed effective August 30, 2018.

CenturyLink

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Boulder Regional Emergency Telephone Service Authority

BOULDER REGIONAL EMERGENCY
TELEPHONE SERVICE AUTHORITY

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West Region 9-1-1 Authorities

WEST REGION 9-1-1 AUTHORITIES

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AUTHORITY

-OURAY COUNTY EMERGENCY

TELEPHONE SERVICE AUTHORITY

AAJ Authorities

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Date: Aug 30, 2018

**Arapahoe County E-911 Emergency
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By: 
Name: John Jackson
Title: Board Chair
Date: Aug 30, 2018

**Jefferson County Emergency
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By: 
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Title: Executive Director
Date: Aug 30, 2018

DEPT Authorities

EL PASO-TELLER COUNTY EMERGENCY TELEPHONE
SERVICE AUTHORITY

By: Carl P. Simpson

Name: Carl P. Simpson

Title: Chief Executive Officer

Date: 31. AUGUST. 2018

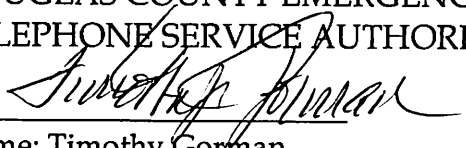
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DEPT Authorities

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