

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of

Facilitating the Deployment of Text-to-911
and Other Next Generation 911
Applications

PS Docket No. 11-153

Framework for Next Generation 911
Deployment

PS Docket No. 10-255

**DECLARATION OF JOHN MYHRE IN SUPPORT OF PETITION FOR
WAIVER OF THE ALASKA WIRELESS NETWORK, LLC**

1. My name is John Myhre. I am Vice President, Wireless Technology, at The Alaska Wireless Network LLC (“AWN”). I have been employed by General Communication, Inc. (“GCI”) for five months and seconded to AWN since July 25^t, 2014. I have 20 years’ experience as an engineer and system architect in the wireless industry. In my current position, I am responsible for leading strategic technological planning for both technical and business innovations. In this capacity, I have direct and personal knowledge of AWN’s E911 and text-to-911 implementation and capabilities.

2. AWN has been working with Intrado, Inc. (“Intrado”) and TeleCommunications Systems (“TCS”), two leading text-to-911 vendors, for several months with the expectation of entering into an agreement and executing a statement of work before the end of 2014.

3. In the first half of November, as discussions between AWN and each vendor progressed, both vendors informed AWN that a technical issue related to LTE networks deployed alongside GSM/UMTS prevents the cell ID information of a handset

from being passed to the Mobile Switching Center (“MSC”) for use in routing and locating texts sent to 911 over AWN’s LTE network.

4. Both text-to-911 vendors’ solutions provide coarse location identification of a text sent to 911 by identifying the location of the handset with a query to the MSC, which returns the current cell ID stored in the node. In the case of texts sent over LTE, however, the LTE handset communicates with the MSC via the Mobility Management Entity (“MME”), which cannot pass the handset’s cell ID through to the MSC. Consequently, the MSC is not able to provide coarse location information to support routing texts sent to 911 over LTE to the appropriate PSAP.

5. Both text-to-911 vendors have confirmed this issue for their text-to-911 products. While the MME can obtain granular cell ID level location through another mechanism, it is incompatible with the solutions available from each vendor.

6. CDMA LTE operators do not experience these issues because CDMA/LTE handsets simultaneously register on both networks, providing coarse location information to both the MSC and MME. In this environment, unlike in GSM/UMTS LTE networks, SMS messages travel over the CDMA radio access network (“RAN”) to the CDMA MSC rather than over the LTE RAN, providing the CDMA MSC with the necessary cell ID to route and provide coarse location information for the text-to-911 message.

7. I understand that the larger, national GSM/UMTS/LTE operators have installed location infrastructure (*e.g.*, a Gateway Mobile Location Center (“GMLC”), Serving Mobile Location Center (“SMLC”), and/or Enhanced Serving Mobile Location Center (“eSMLC”) to provide consumer location services, and that they can leverage this

infrastructure to provide the coarse location required for text-to-911 in LTE. This equipment is very expensive to purchase and install, and Awn does not currently have any plans to do so.

8. While Awn has installed a 2G GSM standards compliant Standalone SMLC (“SAS”) to support E911 voice calls, which Awn routes over their 2G network, this platform does not provide access to location information on the LTE network, and Awn does not use the SAS to provide consumer location services. Awn is in the process of installing a 3G SAS, but it is not yet in place; in any event, this upgrade will not provide Awn consumer location information on the LTE network.

9. Awn intends to enter into a single long-term agreement with one vendor to provide text-to-911 services for Awn’s subscribers on all of its networks. While both vendors are able to provide services for Awn’s 2G and 3G networks, neither can do so for LTE, preventing Awn from moving forward with either to sign such a long-term agreement.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 31st day of December, 2014.

John Myhre

A handwritten signature in black ink, appearing to read "John Myhre", is written over a horizontal line. The signature is stylized and cursive.