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00119-AM 03

March 26, 2002

Mr. Thomas M. Dorman
Executive Director
Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40601

RECEIVED
MAR 26 2002
PUBLIC SERVICE
COMMISSION

RE: Amendment No. 3 Between Verizon South Inc.
and BellSouth Mobility LLC (Case Number 97-102, Ref #00119)

Dear Mr. Dorman:

Enclosed for joint filing by the parties with the Kentucky Public Service Commission (Commission) are two copies of Amendment No. 3 recently executed between Verizon South Inc., and BellSouth Mobility LLC. The original interconnection agreement was approved by the Commission in Case Number 97-102 and the Second Amendment, Reference #00119, was approved on February 20, 2002.

Also enclosed is an electronic copy of the Amendment in Microsoft Word 97 format on a 3.5 floppy diskette.

This Amendment is being provided to the Commission for its review and approval. Please bring this filing to the attention of the Commission, and if there are any questions, please contact me at your convenience.

Yours truly,

/s/

Larry D. Callison

Enclosures

c: Mr. Jereme Holding - BellSouth Mobility LLC

AMENDMENT NO. 3

to the

INTERCONNECTION AGREEMENT

by and between

VERIZON SOUTH INC.

f/k/a

GTE SOUTH INCORPORATED

and

**BELLSOUTH MOBILITY, LLC, F/K/A BELLSOUTH MOBILITY INC.,
D/B/A CINGULAR WIRELESS**

FOR KENTUCKY

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**PUBLIC SERVICE
COMMISSION**

This Amendment No. 3 (this "Amendment") is made this 7th day of March, 2002 (the "Effective Date") by and between Bellsouth Mobility LLC, f/k/a Bellsouth Mobility Inc., d/b/a Cingular Wireless, a Georgia limited liability company, ("Cingular"), and Verizon South Inc., f/k/a GTE South Incorporated ("Verizon"), a Virginia corporation, (each of Verizon and Cingular being individually, a "Party" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, Verizon and Cingular are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 approved by the Kentucky Public Service Commission ("Commission") on March 9, 1998 (the "Interconnection Agreement");

WHEREAS, the Federal Communications Commission has, in FCC Docket 94-102, ordered that providers of commercial mobile radio services make available certain E911 services, and has established clear and certain deadlines by which said service must be available.

WHEREAS, the Parties desire to provide Cingular with access to the E911 network systems and databases established and maintained by Verizon in a technically and economically efficient manner sufficient to enable Cingular to provide E911 service to its end user customers; and

WHEREAS, the Parties wish to enter into an agreement that will allow Cingular to provide E911 to its end user customers using the systems and databases established and maintained by Verizon on terms that are fair and equitable to both Parties;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

Article V, Section 2.4 of the Interconnection Agreement is deleted in its entirety.
Article VII, attached hereto, is added to the Interconnection Agreement.
Appendix D, attached hereto, is added to the Interconnection Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 7th day of March, 2002.

**Bellsouth Mobility LLC,
f/k/a Bellsouth Mobility Inc.,
d/b/a Cingular Wireless**

**Verizon South Inc.,
f/k/a GTE South Incorporated**

By: Michael F. Van Weelden
Printed: Michael F. Van Weelden
Title: Director - Wholesale Svcs.

CJS
JRH
3-18-02
OK
Gru

By: Jeffrey A. Masoner
Printed: Jeffrey A. Masoner
Title: Vice President Interconnection
Services Policy & Planning

**ARTICLE VII
911/E-911 ARRANGEMENTS**

1. Wireless 911/E-911 Arrangements

1.1 Definitions. The following definitions are applicable in this Section:

- 1.1.1 "Automatic Location Identification (ALI) Database" means the emergency services (E911) database containing caller location information including the carrier name, NENA ID, Call Back Number, Routing Number, Cell Site/Sector Information, and other carrier information used to process caller location records.
- 1.1.2 "CAS" means Call Path Associated Signaling.
- 1.1.3 "Cingular Wireless End User" means any person or entity receiving service on the Cingular Wireless System.
- 1.1.4 "Call Back Number" means the MDN or other number that can be used by the PSAP to call back the Cingular Wireless End User.
- 1.1.5 "Cell Sector" means a geographic area defined by Cingular (according to Cingular's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.
- 1.1.6 "Cell Site" means the Cingular fixed radio transmitting and receiving facilities associated with the origination and termination or wireless traffic from/to the Cingular Wireless End User.
- 1.1.7 "Cell Site/Sector Information" means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by the Cingular Wireless End User, and which may also include additional information regarding a Cell Sector.
- 1.1.8 "Controlling 911 Authority," means the duly authorized State, County or Local Government Agency empowered by law to oversee the 911 services, operations and systems within a defined jurisdiction.
- 1.1.9 "Default PSAP" is the PSAP designated to receive a 911 Call in the event the 911 Tandem Office/Selective Router is unable to determine the Designated PSAP.
- 1.1.10 "Designated PSAP" means the primary PSAP designated by the Controlling 911 Authority to receive a 911 Call based upon the geographic location of the Cell Site.
- 1.1.11 "Host ALI Record" means a data record resident in the primary i.e., host, ALI system for a PSAP.
- 1.1.12 "NCAS" means Non-Call Path Associated Signaling.
- 1.1.13 "PAM Protocol" means the bi-directional ALI-to-ALI real-time steering interface which supports intersystem queries. This interface allows an ALI database serving a PSAP to query a second ALI database for ALI

data that is not resident in the ALI Database serving the PSAP.

1.1.14 "Routing Number" is a number used to support the routing of wireless 911 Calls. It may identify a wireless Cell Sector or PSAP to which the call should be routed. In NCAS, the Routing Number (identified in standard documents as Emergency Services Routing Key "ESRK") is a ten-digit number translated and out pulsed from a Cell Sector identifier at the service control point that routes the 911 Call to the appropriate PSAP. The Routing Number is also the search-key from a PSAP query to an ALI database for a Host ALI Record with a matching Routing Number.

1.1.15 "911 Call Taker" means the PSAP telecommunicator receiving a 911 Call.

1.1.16 "911 Call(s)" means a call made by the Cingular Wireless End User by dialing the three digit telephone number "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a wireless handset to facilitate the reporting of an emergency requiring response by a public safety agency.

2. 911/E911 Arrangements for CMRS Not Constituting Fixed Wireless Services

- 2.1 The terms of this Section apply to the provision of 911/E911 services by Verizon to Cingular in respect to CMRS services that do not constitute Fixed Wireless Services.
- 2.2 Cingular may, at its option in accordance with applicable law or regulation, interconnect to the Verizon 911 Tandem Office(s)/Selective Router(s) or interface points, as appropriate, that serve the areas in which Cingular provides CMRS services, for the provision of 911/E911 services and for access to all subtending Public Safety Answering Points (PSAP). In such situations, Verizon will provide Cingular with the appropriate CLLI codes and specifications of the 911 Tandem Office/Selective Router serving area. In areas where E-911 is not available, Cingular and Verizon may elect to negotiate arrangements to connect Cingular to the 911 service in accordance with Applicable Law.
- 2.3 Cingular agrees promptly to notify Verizon in writing, including by email or fax, that it has received a request from the Controlling 911 Authority to provide E-911 service within a jurisdiction served by Verizon. Upon receipt of such a notice from Cingular, the Parties shall promptly implement the respective obligations of the Parties contained in this Section.
- 2.4 All path and route Interconnections for 911/E-911 shall be made diverse as necessary and as required by law or regulation.
- 2.5 Within thirty (30) days of its receipt of a complete and accurate request from Cingular, to include all required information and applicable forms, and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide Cingular, where Verizon offers 911 service, with the following:
 - 2.5.1 a list of the address and CLLI code of each 911/E-911 Tandem Office(s)/Selective Router(s) in the area in which Cingular plans to offer CMRS services that do not constitute Fixed Wireless Services;

- 2.5.2 a list of appropriate Verizon contact personnel who currently have responsibility for operations and support of 911/E-911 network and database systems,
 - 2.5.3 identification of any special 911 trunking that may be appropriate for each 911/E-911 Tandem Office(s)/Selective Router(s), where applicable and available, and;
 - 2.5.4 prompt return of any Cingular 911/E-911 data entry files containing errors, so that Cingular may ensure the accuracy of the Customer records and resubmit to Verizon as necessary.
- 2.6 Electronic Interface
- 2.6.1 Cingular, or its designated agent, shall use, where available, the appropriate Verizon electronic interface, through which Cingular shall input and provide a daily update (or as necessary) of 911/E-911 database information related to appropriate cell/sector location information associated with each face of the cellsite. In those areas where an electronic interface is not available, Cingular shall provide Verizon with all appropriate 911/E-911 information via facsimile for Verizon's entry into the 911/E-911 database system. Any 911/E-911 related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon standards, whereas 911/E-911-related data exchanged electronically shall conform to the National Emergency Number Association (NENA) standards. In the event Cingular utilizes a third party service provider for such 911/E-911 database connectivity ("Database Vendor"), Cingular shall provide Verizon with a letter of authorization designating such Database Vendor.
- 2.7 911/E911 General
- 2.7.1 911 Interconnection

Taking into account the time sensitivities of the FCC's E911 mandate, Verizon and Cingular shall each use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient interconnection of Cingular systems to the 911/E-911 platforms and/or systems. Verizon will provision orders in accordance with any applicable requirements of 47 USC 251. Cingular may utilize Verizon's escalation process, which will be provided by the Verizon account manager upon request.
 - 2.7.2 911 Facilities

Cingular shall be responsible for providing facilities from the Cingular Mobile Switching Center to the 911/E911 Tandem Office(s)/Selective Router(s) or appropriate interface points. Cingular shall deploy diverse routing of 911 trunk pairs to the Verizon 911/E911 Tandem Office(s)/Selective Router(s) or interface point(s) in accordance with paragraph 2.4 preceding.
 - 2.7.3 911 Authority Coordination

To the extent appropriate for both Parties to meet with the Controlling 911 Authorities, Verizon and Cingular will work cooperatively to arrange meetings with the Controlling 911 Authorities to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E-911 arrangements.

2.7.4 911 Compensation

Cingular will compensate Verizon for provision of any 911/E-911 services Cingular may elect to obtain from Verizon at the rates set forth in the pricing appendix, or applicable tariff.

2.7.5 911 Rules and Regulations

Cingular and Verizon will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by Applicable Law) pertaining to the provision of 911/E-911 services.

2.8 NCAS

2.8.1 Trunking

2.8.1.1 Notwithstanding anything contained in this Agreement to the contrary, Verizon shall provide Cingular with a minimum of two (2) dedicated Type 2C trunks diversely routed in accordance with paragraph 2.4 preceding.

2.8.2 Routing

2.8.2.1 Routing of calls will be based on the Routing Number (aka ESRK) delivered with the voice call. Verizon will route the voice portion of the 911 call and its corresponding ESRK to the Designated PSAP. If Verizon is unable to route to the Designated PSAP due to the PSAP trunks being busy or out of service, Verizon will route the call to an Alternate PSAP(s) or busy tone, as directed by the Controlling 911 Authority. If Verizon is unable to route the call to the Designated PSAP due to a failure in delivery of the Routing Number, Verizon will route the call to a Default PSAP designated by the Controlling 911 Authority and provided to Verizon by Cingular. Both Parties' network architecture and routing responsibilities will be in accordance with Applicable Law.

2.8.3 Data

2.8.3.1 Upon receipt of a PSAP query to a Verizon-controlled ALI Database to obtain the Call Back Number and Cell Site/Sector Information for a 911 Call, the Verizon-controlled ALI Database shall route the query to the Cingular-controlled Database designated by Cingular.

2.8.3.2 The Verizon-controlled ALI Database shall then automatically receive from the Cingular-controlled Database the Call Back Number and Cell Site/Sector Information associated with

the 911 Call as well as the Routing Number to the extent technology allows.

2.8.3.3 The Verizon-controlled ALI Database shall then transmit the data received from the Cingular-controlled database to the PSAP within a time period at parity with the transmission rates in response to similar queries to the Verizon-Controlled ALI Database for 911 calls originating from wireless carriers other than Cingular.

2.8.4 Miscellaneous

2.8.4.1 Verizon shall permit Cingular, or its designated service provider, to terminate two frame relay circuits from a Cingular-controlled ALI Database to the Verizon ALI Database site(s). Cingular shall provide diverse connections to the Verizon ALI Database site(s) in accordance with paragraph 2.4. preceding.

2.8.4.2 Verizon shall place necessary Customer Service Unit/Data Service Unit ("CSU/DSU") at each Verizon ALI Database site, for the provision of the Routing Number, Call Back Number, Cell Site/Sector Information.

2.8.4.3 Verizon and Cingular shall provision their respective Databases such that the exchange of data between each shall use an agreed upon interface.

2.9 CAS

2.9.1 Trunking

2.9.1.1 Notwithstanding anything contained in this Agreement to the contrary, Verizon shall provide Cingular with a minimum of two (2) dedicated Type 2C trunks diversely in accordance with paragraph 2.4 preceding.

2.9.2 Routing

2.9.2.1 Routing of calls will be based on the Routing Number delivered with the voice call. For CAS, the Routing Number is identified in standard documents as Emergency Services Routing Digit, ("ESRD"). Verizon will route the voice portion of the 911 call and its corresponding ESRD to the Designated PSAP. If Verizon is unable to route to the Designated PSAP due to the PSAP trunks being busy or out of service, Verizon will route the call to an Alternate PSAP(s) or busy tone, as directed by the Controlling 911 Authority. If Verizon is unable to route the call to the Designated PSAP due to a failure in delivery of the Routing Number, Verizon will route the call to a Default PSAP designated by the Controlling 911 Authority and provided to Verizon by Cingular. Both Parties' network architecture and routing responsibilities will be in accordance with Applicable Law.

2.9.3 Data

2.9.3.1 Upon receipt of a PSAP query, a Verizon controlled ALI Database shall transmit the Routing Number, Call Back Number and Cell Site/Sector Information to the PSAP.

3. 911/E-911 Arrangements for Fixed Wireless Services

- 3.1 Cingular may, at its option, interconnect to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s), or interface point(s), as appropriate, that serve the areas in which Cingular provides Fixed Wireless Services, for the provision of 911/E-911 services and for access to all subtending Public Safety Answering Points ("PSAP"). In such situations, Verizon will provide Cingular with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E-911 is not available, Cingular and Verizon will negotiate arrangements to connect Cingular to the 911 service in accordance with Applicable Law.
- 3.2 All path and route Interconnections for 911/E-911 shall be made diverse as necessary and as required by law or regulation.
- 3.3 Within thirty (30) days of its receipt of a complete and accurate request from Cingular, to include all required information and applicable forms, and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide Cingular, where Verizon offers 911 services, with the following:
 - 3.3.1 a list of the address and CLLI code of each 911/E-911 Tandem Office(s)/Selective Router(s) in the area in which Cingular plans to offer service;
 - 3.3.2 a list of appropriate Verizon contact personnel who currently have responsibility for operations and support of 911/E-911 network and database systems;
 - 3.3.3 identification of any special 911 trunking that may be appropriate for each 911/E-911 Tandem Office/Selective Router, where applicable and available, and;
 - 3.3.4 prompt return of any Cingular 911/E-911 data entry files containing errors, so that Cingular may ensure the accuracy of the Customer records and resubmit to Verizon as necessary.

4. NENA Standards For Local Number Portability (LNP)

Cingular is required to enter data into the 911 database under the NENA Standards for LNP. This includes, but is not limited to, using Cingular's NENA ID to lock and unlock records and the posting of Cingular's NENA ID to the ALI record where such locking and unlocking feature for 911 records is available, or as defined by local standards.

5. Reservation of Rights

Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party expressly reserves, (a) its right to seek changes in this Agreement (including but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law and (b) to challenge the lawfulness and propriety of,

and to seek to change or clarify, any Applicable Law, including, but not limited to any rule regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry forum. In particular, Cingular reserves its right to seek such changes in Applicable Law with regard to any costs hereunder associated with maintenance or provisioning of the ALI database (including but not limited to, ALI Gateway/DMARCS Service, which Cingular asserts, under applicable FCC decisions, is not the responsibility of Cingular). Both Cingular and Verizon shall comply with the provisions of any such Applicable Law, including any retroactive payment obligations.

**APPENDIX D
RATES AND CHARGES FOR E911**

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>
DS1	Tariff	Tariff
DS0 911 Trunk	Tariff	Tariff
E911 Selective Router Ports		
Ports		
Per Trunk	\$260.00	\$38.82
ALI Database Services		
Centralized ALI Port		
Per System	\$200.00	\$62.00
(for third party data – Note 1)		
ALISA	\$200.00	\$62.00
HP 3000 CO	\$200.00	\$63.44
PS ALI Software		
Per Package	\$640.80	\$20.00
ALI Gateway/DMARCS Service	\$135.00	\$37.17
Selective Router Boundary Maps		
Per Map	\$125.00	n/a
MSAG Copies via Diskette/Email		
Per County		
First Copy Per Order	\$276.00	n/a
Additional Copy on the same		
Order as the First Copy	\$37.00	n/a

Note 1: Includes one port each into both primary and secondary Centralized ALI system. Circuits from third party database to Centralized ALI system, 9.6k or higher, to be provided by Cingular.