

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

by and between

**VERIZON SOUTH, INC., F/K/A GTE SOUTH INCORPORATED
and**

**CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS
SUCCESSOR IN INTEREST TO CONTEL CELLULAR INC.**

FOR KENTUCKY

This Amendment No. 1 (this "Amendment") is made this 8th day of February, 2002 (the "Effective Date") by and between Verizon South Inc., f/k/a GTE South Incorporated ("Verizon"), a Virginia corporation, and Cellco Partnership, d/b/a Verizon Wireless, a Delaware general partnership, on behalf of itself and the following entities: GTE Wireless of the Midwest Incorporated; and, Kentucky RSA No. 1 Partnership (collectively "Verizon Wireless") (each of Verizon and Verizon Wireless being individually a "Party" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, Verizon and Verizon Wireless 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 October 15, 1997 (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 wish to enter into an agreement that will allow Verizon Wireless to obtain access to Verizon network systems that will enable Verizon Wireless to provide E911 service in compliance with existing regulatory mandates;

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 VIII, 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 8th day of February, 2002.

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

By: _____

Printed: Jeffrey A. Masoner

Title: Vice - President Interconnection Services Policy & Planning

Date: _____

Cellco Partnership d/b/a Verizon Wireless
Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner

By: _____

Name: Richard J. Lynch

Title: Executive Vice President & Chief Technical Officer

Date: _____

GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless

By: _____

Name: Michael Irizarry

Title: Vice President—Network

Date: _____

**ARTICLE VIII
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 "Verizon Wireless Wireless End User" means any person or entity receiving service on the Verizon Wireless 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 Verizon Wireless Wireless End User.

1.1.5 "Cell Sector" means a geographic area defined by Verizon Wireless (according to Verizon Wireless'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 Verizon Wireless fixed radio transmitting and receiving facilities associated with the origination and termination or wireless traffic from/to the Verizon Wireless 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 Verizon Wireless 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 Verizon 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 Verizon Wireless in respect to CMRS services that do not constitute Fixed Wireless Services.
- 2.2 Verizon Wireless 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 Verizon Wireless provides commercial mobile radio 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 Verizon Wireless with the appropriate CLLI codes and specifications of the 911 Tandem Office/Selective Router serving area. In areas where E-911 is not available, Verizon Wireless and Verizon will negotiate arrangements to connect Verizon Wireless to the 911 service in accordance with Applicable Law.
- 2.3 Notwithstanding anything contained herein to the contrary, the respective obligations of the Parties contained in this Section are not effective as to a particular 911 jurisdiction until Verizon Wireless notifies Verizon in writing 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 Verizon Wireless, 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 will, if requested by the public safety agency, be made diverse as necessary or as otherwise required by law or regulation.
- 2.5 Within thirty (30) days of its receipt of a complete and accurate request from Verizon Wireless, to include all required information and applicable forms, and to the extent authorized by the relevant federal, state, and local authorities, Verizon

will provide Verizon Wireless, where Verizon offers 911 service, with the following, at the applicable fees, if any, contained in the pricing appendix hereto:

- 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 Verizon Wireless 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 any special 911 Trunking requirements for each 911/E-911 Tandem Office(s)/Selective Router(s), where applicable and available, and;
- 2.5.4 prompt return of any Verizon Wireless 911/E-911 data entry files containing errors, so that Verizon Wireless may ensure the accuracy of the Customer records and resubmit to Verizon as necessary.

2.6 Electronic Interface

2.6.1 Verizon Wireless shall use, where available, the appropriate Verizon electronic interface, through which Verizon Wireless 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, Verizon Wireless 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 Verizon Wireless utilizes a third party service provider for such 911/E-911 database connectivity ("Database Vendor"), Verizon Wireless shall provide Verizon with a letter of authorization designating such Database Vendor.

2.7 911/E911 General

2.7.1 911 Interconnection

Verizon and Verizon Wireless shall each use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient interconnection of Verizon Wireless systems to the 911/E-911 platforms and/or systems.

2.7.2 911 Facilities

2.7.3 Verizon Wireless shall be responsible for providing facilities from the Verizon Wireless Mobile Switching Center to the 911/E911 Tandem Office(s)/Selective Router(s) or appropriate interface points. Verizon Wireless shall deploy routing of 911 trunk pairs to the Verizon 911/E911 Tandem Office(s)/Selective Router(s) or interface point(s) in accordance with Section 2.4, above.

2.7.4 911 Authority Coordination

Verizon and Verizon Wireless will work cooperatively, as necessary, 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.

2.7.5 911 Compensation

Verizon Wireless will compensate Verizon for provision of its 911/E-911 services pursuant to the pricing appendix. In the event Verizon Wireless utilizes a Database Vendor, such compensation may be made directly by the Database Vendor, provided however that nothing herein shall relieve Verizon Wireless of its payment obligations set forth in this Agreement.

2.7.6 911 Rules and Regulations

Verizon Wireless and Verizon will comply with all applicable rules and regulations (including 911 taxes and surcharges).

2.8 NCAS

2.8.1 Trunking

2.8.1.1 Notwithstanding anything contained in this Agreement to the contrary, Verizon shall provide Verizon Wireless with a minimum of two (2) dedicated Type 2C trunks diversely routed for the provision of E 911 services.

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 Verizon Wireless. 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 the Verizon Wireless controlled ALI Database designated by Verizon Wireless.

2.8.3.2 The Verizon-controlled ALI Database shall then automatically receive from the Verizon Wireless-controlled ALI Database the Routing Number, Call Back Number and Cell Site/Sector Information associated with the 911 Call.

2.8.3.3 The Verizon-controlled ALI Database shall then transmit the data received from the Verizon Wireless-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 Verizon Wireless.

2.8.4 Miscellaneous

2.8.4.1 Verizon shall permit Verizon Wireless, or its designated service provider, to terminate two frame relay circuits from a Verizon Wireless-controlled ALI Database to the Verizon ALI Database site(s). Verizon Wireless shall provide diverse connections to the Verizon ALI Database site(s). Verizon agrees to bill Verizon Wireless, or upon request, Verizon Wireless's Database Provider for connectivity to the Verizon ALI database; provided, however, that Verizon Wireless shall be responsible for payment of all such charges billed to the Database Vendor by Verizon but unpaid by the Database Vendor.

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 Verizon Wireless shall provision their respective ALI Databases such that the exchange of data between each shall use the PAM Protocol or other agreed upon interface.

2.9 CAS. The following terms will be utilized upon the request of Verizon Wireless.

2.9.1 Trunking

2.9.1.1 Notwithstanding anything contained in this Agreement to the contrary, Verizon shall provide Verizon Wireless with a minimum of two (2) dedicated Type 2C trunks diversely routed for the provision of E911 services.

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 Verizon Wireless. 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. **NENA Standards For Local Number Portability (LNP)**

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

4. **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, Verizon Wireless 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 Verizon Wireless asserts, under applicable FCC decisions, is not the responsibility of Verizon Wireless). Both Verizon Wireless 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 (for third party data – Note 1)	\$200.00	\$62.00
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 Verizon Wireless.