# BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION

BellSouth Telecommunications, Inc. Petition)for Declaratory Order Regarding Interconnection)No. 2015-0227with Central Kentucky Network for)911/E911 Service to Public Safety Answering)Points)

# AT&T KENTUCKY'S RESPONSES TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S INITIAL REQUESTS FOR INFORMATION

BellSouth Telecommunications, LLC d/b/a AT&T Kentucky ("AT&T Kentucky")

hereby provides its responses to Lexington-Fayette Urban County Government's ("LFUCG")

Initial Requests for Information.

# **GENERAL OBJECTIONS**

1. AT&T Kentucky objects to these requests to the extent they seek information or material that is irrelevant, immaterial, or not reasonably calculated to lead to the discovery of admissible evidence.

2. AT&T Kentucky objects to these requests to the extent they are unduly broad, unduly burdensome, or call for an analysis of information that AT&T Kentucky has not performed and does not perform in the usual course of business.

3. AT&T Kentucky objects to these interrogatories to the extent they call for information or documents protected by the attorney-client privilege or any other applicable privilege.

4. AT&T Kentucky objects to these interrogatories to the extent they seek information not required under the Kentucky Rules of Civil Procedure.

5. AT&T Kentucky objects to the "Definitions" to the extent they depart from normal industry usage or AT&T Kentucky's understanding of a term.

6. AT&T Kentucky objects to the requests to the extent they seek information regarding any jurisdiction other than Kentucky or any entity other than AT&T Kentucky, and will answer the requests only as they relate to Kentucky and AT&T Kentucky,

7. AT&T Kentucky objects to the requests to the extent they purport to impose a continuing or ongoing obligation on AT&T Kentucky.

# **VERIFICATION**

I, Tony Taylor, Executive Director of External Affairs for AT&T Kentucky, do hereby state that I have read the foregoing Responses to Initial Requests for Information and that the facts and information therein are true and accurate to the best of my knowledge, information and belief and that they were formed after a reasonable inquiry from the records and files kept by AT&T Kentucky in the regular and ordinary course of business and from interviews of appropriate

employees of AT&T Kentucky.

Tony Taylor

# COMMONWEALTH OF KENTUCKY COUNTY OF JEFFERSON

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Witness, my hand, this the 4 day of 4 day, 2016,

Notary Public, KY, State-At-Large My commission expires:\_

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AT&T Kentucky Kentucky PSC Case No. 2015-00227 Lexington-Fayette Urban County Government Initial Request for Information to AT&T Kentucky Dated March 17, 2016 Item No. 1 Page 1 of 1

- 1. Please list all governmental entities that have interconnection agreements with AT&T.
  - Response: As listed on the Kentucky Public Service Commission's website, the two identified governmental entities that have an ICA with AT&T Kentucky are:
    - 1. The Electric & Water Plant Board of the City of Frankfort
    - 2. The Electric Plant Board of the City of Paducah

Responsible witness: N/A

AT&T Kentucky Kentucky PSC Case No. 2015-00227 Lexington-Fayette Urban County Government Initial Request for Information to AT&T Kentucky Dated March 17, 2016 Item No. 2 Page 1 of 1

- 2. Does AT&T have any arrangement or written agreement with either the Kentucky State Police or Louisville MetroSafe regarding E911 services? If so please explain the arrangement in detail and provide a copy of any such agreement. If an arrangement exists but there is no agreement, please explain in detail why no agreement is needed.
  - Response: AT&T Kentucky provides E9-1-1 service such as Automatic Number Identification (ANI), Automatic Location Identification (ALI) database, and Selective Routing (SR) to the Kentucky State Police (KSP) and Louisville MetroSafe pursuant to its General Subscriber Services Tariff A13.27 (Attachment 1).

KSP and Louisville Metro acquired 911 call handling equipment, maintenance and software arrangements through AT&T Kentucky. The arrangement with the KSP is provided under a Participation Agreement that adopts the Commonwealth of Kentucky "Kentucky Information Highway 3 (KIH3)" contract (Attachment 2). The arrangement with Louisville MetroSafe is provided under a Special Assembly contract arrangement (Attachment 3).

Responsible witness: N/A

Attachment 1

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# A13. MISCELLANEOUS SERVICE ARRANGEMENTS

# A13.27 Emergency Reporting Services

# A13.27.1 Universal Emergency Number Service - 911<sup>1</sup>

- General A.
  - When requested by local government authorities, and subject to the availability of facilities, the Company will provide a 1. universal number "911" for use of Public Safety Answering Points (PSAPs) engaged in assisting local governments in the protection and safety of the general public. Use of the 911 number will provide each caller telephone access to a local PSAP.
  - No charge applies to the calling party for calls place to the 911 emergency number. 2.
- В. **Rules And Regulations** 
  - 1. 911 Service is provided by the Company where facility and operating conditions permit.
  - This offering is limited to the use of central office number "911" as the universal emergency number and only one "911" 2. service will be provided within any government agency's locality.
  - The 911 emergency number is not intended to replace the telephone service of the various public safety agencies which 3. may participate in the use of this number.
  - The service is furnished to municipalities and other governmental agencies only for the purpose of voice reporting 4. emergencies by the public.
  - This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies 5. and does not create any relationship or obligation, direct or indirect, to any person other than the customer contracting for 911 Service. In the event of any interruption of the service, the Company shall not be liable for any loss or damage other than a pro rata allowance to the customer at the tariff rate for the time such interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the customer of the service.
  - In the white pages of the directory, a seven digit non-emergency number must be listed along with the 911 number for 6. the participating public safety agencies.
  - Application for 911 Service must be executed in writing by the customer (a municipality, a local government authority or 7. their duly appointed agent). If execution is by an agent, satisfactory evidence of the appointment must be provided in writing to the Company. At least one local law enforcement agency must be included among the participating agencies in any 911 offering.
  - The customer must furnish the Company, in writing, with its agreement to the following terms and conditions: 8.
    - That at least one PSAP will be provided and staffed on a 24-hour coverage basis. a.
    - That the customer accepts responsibility for dispatching, or having others dispatch police, fire, ambulance or other b. emergency services as required, to the extent as such services are reasonably available.
    - That the customer will subscribe to a sufficient number of interoffice and 911 exchange lines to adequately handle c. incoming calls as determined by the Company but in all cases subject to a minimum of two lines required at any point in the 911 network including the 911 exchange lines terminated at the PSAP.
      - This Tariff is applicable to new systems or additions to existing systems ordered on or after Note 1: June 14, 1979.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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PURSUANT TO 807 KAR 5:011. SECTION 9 (1) BY. Stephand BU

SECRETARY OF THE COMMISSION

BELLSOUTH TELECOMMUNICATIONS, INC. KENTUCKY ISSUED: January 11, 2002 BY: E.C. Roberts, Jr., President - KY Louisville, Kentucky

#### GENERAL SUBSCRIBER SERVICES TARIFF

ATTACHMENT 1 Page 2 PSC KY. TARIFF 2A First Revised Page 28 Cancels Original Page 28 EFFECTIVE: February 11, 2002

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# A13. MISCELLANEOUS SERVICE ARRANGEMENTS

# A13.27 Emergency Reporting Services (Cont'd)

## A13.27.1 Universal Emergency Number Service - 911<sup>1</sup> (Cont'd)

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- **B.** Rules And Regulations (Cont'd)
  - 8. (Cont'd)
    - d. That the customer will subscribe for additional local exchange service at the PSAP location for administration purposes, for placing of outgoing calls and for receiving other emergency calls including any which may be relayed by Company operators.

#### **C.** Basic 911

1. Definition Of Service

A Basic 911 (B911) system includes the Company provision of the 911 code or the opening of this code to the exchange network in those central offices that fall within the boundaries of the municipalities or other governmental bodies (township, county, etc.) that subscribe for B911 Service. The other components of a B911 system include the *PSAP's* station equipment and the one way incoming 911 Exchange Lines. *Basic 911 cannot be provisioned with any Caller ID service arrangements.* 

# 2. (DELETED)

3. Rates And Charges

#### a. Messages

No charge applies to the calling party for calls placed to the 911 emergency number.

**Note 1:** This Tariff is applicable to new systems or additions to existing systems ordered on or after June 14, 1979.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: <u>Stephano</u> Buy SECRETARY OF THE COMMISSION

BELLSOUTH TELECOMMUNICATIONS, INC. KENTUCKY ISSUED: January 11, 2002 BY: E.C. Roberts, Jr., President - KY Louisville, Kentucky ATTACHMENT 1 Page 3 PSC KY. TARIFF 2A Second Revised Page 29 Cancels First Revised Page 29 EFFECTIVE: February 11, 2002

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# A13. MISCELLANEOUS SERVICE ARRANGEMENTS

# A13.27 Emergency Reporting Services (Cont'd)

# A13.27.1 Universal Emergency Number Service - 911<sup>1</sup> (Cont'd)

- C. Basic 911 (Cont'd)
  - 3. Rates And Charges (Cont'd)
    - b. 911 Exchange Lines

Filed rates as found elsewhere in this Tariff, for PBX trunks or individual business lines as appropriate will apply for 911 Exchange Lines (answering) that terminate at PSAPs. The monthly rate for the Exchange Line is the rate applicable for the exchange in which the central office originating the 911 Exchange Line is located.

c. Dedicated Facilities

When dedicated direct arrangements are provided from exchanges other than that in which the PSAP is located due to the customer's request or when dedicated-direct arrangements are provided from exchanges that do not have local calling to the exchange in which the PSAP is located, charges for Foreign Exchange or Foreign Central Office Service will apply as specified in Section A9. of this Tariff.

d. Inter-Office Lines

Non-dedicated lines required between central offices are provided at no charge when the central offices involved are located in exchanges which have local calling to the exchange in which the PSAP is located.

- e. (DELETED)
- f. PSAP Terminal Equipment

Customer-provided equipment furnished to terminate 911 Exchange Lines at any PSAP will be required to conform to the general provisions set forth in Section A15. of this Tariff.

**Note 1:** This Tariff is applicable to new systems or additions to existing systems ordered on or after June 14, 1979.

#### PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

FEB 11 2002

PURSUANT TO 807 KAR 5011, SECTION 9 (1) BY: <u>Stephane</u> <u>Bue</u> SECRETARY OF THE COMMISSION BELLSOUTH TELECOMMUNICATIONS, INC. KENTUCKY ISSUED: April 5, 2002 BY: E.C. Roberts, Jr., President - KY Louisville, Kentucky

#### GENERAL SUBSCRIBER SERVICES TARIFF

Page 4 PSC KY. TARIFF 2A Second Revised Page 30 Cancels First Revised Page 30 EFFECTIVE: May 6, 2002

# A13. MISCELLANEOUS SERVICE ARRANGEMENTS

# A13.27 Emergency Reporting Services (Cont'd)

# A13.27.1 Universal Emergency Number Service - 911<sup>1</sup> (Cont'd)

#### C. Basic 911 (Cont'd)

- 3. Rates And Charges (Cont'd)
  - g. Tie lines, private lines, extension lines and other such channels connecting a PSAP to various agencies such as police, fire or ambulance service, are provided at filed tariff rates for such channels and facilities as specified in this and other appropriate Tariffs.

#### A13.27.2 (DELETED)

Note 1:

: This Tariff is applicable to new systems or additions to existing systems ordered on or after June 14, 1979.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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BELLSOUTH TELECOMMUNICATIONS, INC. KENTUCKY ISSUED: April 5, 2002 BY: E.C. Roberts, Jr., President - KY Louisville, Kentucky

# GENERAL SUBSCRIBER SERVICES TARIFF

Page 5 PSC KY. TARIFF 2A Third Revised Page 31 Cancels Second Revised Page 31 EFFECTIVE: May 6, 2002

**ATTACHMENT 1** 

# A13. MISCELLANEOUS SERVICE ARRANGEMENTS

# A13.27 Emergency Reporting Services (Cont'd)

# A13.27.2 (DELETED) (Cont'd)

A13.27.3 Reserved For Future Use

# A13.27.4 Reserved For Future Use

#### A13.27.5 Enhanced Universal Emergency Number Service (E911)

A. General

- 1. Enhanced Universal Emergency Number Service, also referred to as Enhanced 911 Service or E911, is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911.
- 2. Enhanced 911 Service is offered subject to availability of facilities.

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# A13. MISCELLANEOUS SERVICE ARRANGEMENTS

# A13.27 Emergency Reporting Services (Cont'd)

# A13.27.5 Enhanced Universal Emergency Number Service (E911) (Cont'd)

- A. General (Cont'd)
  - 3. The E911 customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the telephone central office areas arranged for 911 calling.
  - 4. The Company may provide, upon request and where technically and economically feasible, E911 service to an E911 customer whose PSAP location is physically located outside of the Company's authorized serving territory but within the territory of an Independent Company. Such service will only be provided where agreement has been reached among the Company, the E911 customer, and the Independent Company and upon approval of the Kentucky Public Service Commission. Such service shall be provided at the rates, terms and conditions as stated herein. This tariff specifically grants the Company the authority, but not the obligation, to provide E911 service to the requesting E911 customer and does not impose on the Company the responsibilities and obligations of an Essential Telecommunications Carrier within the serving territory of the Independent Company.
- **B.** Definition Of Terms

#### ADDITIONAL E911 EXCHANGE LINE

Additional terminating line at a PSAP (over and above those engineered) that may be ordered by the customer as an optional feature.

#### ALTERNATE ROUTING (AR)

A feature provided to allow E911 calls to be routed to a designated alternate location if:

1. all E911 exchange lines to the primary PSAP are busy, or

2. the primary PSAP closes down for a period.

This is a standard feature of E911 Service.

#### AUTOMATIC LOCATION IDENTIFICATION (ALI)

A feature by which the name and the address associated with the calling party's telephone number (identified by ANI as defined following) is forwarded to the PSAP for display. Multiple station lines with the same ANI will be identified with the address associated with that ANI. No ALI data is provided when a call is sent to Default Routing (DR). In the case of 911 calls from subscribers of wireless carriers that are interconnected to BellSouth's 911 Control Office and primary and/or secondary PSAPs equipped with data communications links to BellSouth's ALI database, these wireless 911 calls will be delivered with a version of the ALI feature that includes certain carrier identification, cell tower or antenna array descriptive data as agreed to by the customer and the wireless carrier, and the wireless subscriber's call-back number. This information is consistent with the requirements of FCC Order 94-102 for Phase I Wireless 911 interconnection. The customer is required to make any changes in the MSAG needed to accommodate the wireless carriers' loading of their respective Pseudo-ANI (P-ANI) records into BellSouth's 911 database management system when P-ANI records are associated with towers and/or antennas located in the customer's jurisdiction.

#### AUTOMATIC NUMBER IDENTIFICATION (ANI)

A feature by which the calling party's ANI telephone number is forwarded to the E911 Control Office and to the PSAP's ANI/ALI controller.

CENTRALIZED AUTOMATED MESSAGE ACCOUNTING (CAMA) MF SIGNALING

A signaling protocol for sending 8 digits of ANI from the 911 tandem to the PSAP.

#### DATA MANAGEMENT SYSTEM (DMS)

A system of manual procedures and computer programs used to create, store and update the data required to provide the Selective Routing (SR) and ALI features.

#### DEFAULT ROUTING (DR)

A feature activated when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP. This is a standard feature of E911 Service when the service is assigned to a designated default PSAP. This is a standard feature of E911 Service when the service is assigned to a designated default PSAP. This is a standard feature of E911 Service when the service is assigned to a designated default PSAP. This is a standard feature of E911 Service when the service is assigned to a designated default PSAP. This is a standard feature of E911 Service when the service is assigned to a designated default PSAP. This is a standard feature of E911 Service when the service is assigned to a design the service is assigned to a design the service is assigned to a design the service is a standard feature of E911 Service when the service is assigned to a design the servi

#### EMERGENCY SERVICE NUMBER (ESN)

A number that defines the set of emergency services (e.g., police, fire, emergency medical) within a particular district or zone. An ESN is associated with the primary PSAP and possibly one or more secondary PSAPs. 4/25/2007

#### END OFFICE

The central office(s) in the E911 System from which E911 calls are originated.

All BellSouth marks contained herein and as set forth in the trademarks and service marks section of the BellSouth Tariffs are owned by BellSouth Marks Deferty Corporation.

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BELLSOUTH TELECOMMUNICATIONS, INC. KENTUCKY ISSUED: February 23, 2004 BY: E.C. Roberts, Jr., President - KY Louigville, Kentucky

Louisville, Kentucky

PSC KY. TARIFF 2A Fifth Revised Page 33 Cancels Fourth Revised Page 33 EFFECTIVE: March 23, 2004

# A13. MISCELLANEOUS SERVICE ARRANGEMENTS

# A13.27 Emergency Reporting Services (Cont'd)

#### A13.27.5 Enhanced Universal Emergency Number Service (E911) (Cont'd)

B. Definition Of Terms (Cont'd)

ENHANCED 911 (E911) CONTROL OFFICE

The office providing tandem switching capability for E911 calls. It controls switching of ANI information to the PSAP and also provides the SR feature, standard ESS Speed Calling features, call transfer capability and certain maintenance functions for each PSAP.

#### ENHANCED 911 SERVICE AREA

The geographic area in which the customer will respond to all E911 calls and dispatch appropriate emergency assistance. ENHANCED MF SIGNALING (EMFS)

A signaling protocol for sending 10 or 20 digits of ANI from the 911 tandem to the PSAP. EMF Signaling is required when five or more area codes are served by a single 911 tandem.

#### FIXED TRANSFER

A feature which enables a PSAP attendant to transfer E911 incoming calls to secondary PSAPs by use of a single button. FORCED DISCONNECT

A function of the E911 central office trunk circuit which enables the PSAP attendant to release a connection even though the calling party has not hung up. This feature prevents the jamming of the E911 exchange lines and is a standard feature of E911 Service.

#### MANUAL TRANSFER

A feature that enables the PSAP attendant to transfer an incoming E911 call by dialing either a 7-digit or 10-digit telephone number or a 2-digit Speed Calling Code. Manual Transfer is associated with the E911 trunk and is a standard feature of E911 Service.

#### MASTER STREET ADDRESS GUIDE (MSAG)

A listing of all streets and house number ranges within a 911 service area. The streets and address ranges are assigned selective routing codes, or emergency service numbers (ESNs), to enable proper routing of 911 calls.

#### PUBLIC SAFETY ANSWERING POINT (PSAP)

An answering location for 911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAP's respond first; secondary PSAP's receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call. PSAP's are staffed by employees of public service agencies such as police, fire or emergency medical or by employees of a common bureau serving a group of such entities.

#### SELECTIVE ROUTING (SR)

A feature that routes an E911 call from a central office to the designated primary PSAP based upon the identified number of the calling party and associated ESN.

#### SERVING CENTRAL OFFICE

The central office from which a PSAP, either primary or secondary, is served.

#### UNIVERSAL EMERGENCY NUMBER SERVICE

A telephone exchange communication service for receiving telephone calls placed by persons in need of assistance who dial the number 911. Such calls are answered at PSAP's established and operated by the customer. The lines and equipment associated with the service arrangement for the answering, transferring and dispatching of public emergency telephone calls are included.

#### WIRELESS CARRIER

A person or entity who provides Commercial Mobile Radio Service (CMRS). The term wireless carrier includes service provided by any wireless real-time, two-way voice communication device, including radio-telephone communications used in cellular telephone service, personal communication service (PCS), or the functional or competitive Service for MUSSION not include service providers whose customers do not have access to 911 or a 911-like service. OF KENTUCKY

#### C. Rules And Regulations

1. This service is limited to the use of central office telephone number 911 as the universal emergency telephone number. Only one E911 service will be provided within any government agency's locality. MAR 232004

> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Material previously appearing on this page now appears on page(s) 39 of this section.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned to the trademarks and servicemarks section of this Tariff are owned to the trademarks are composition.

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ATTACHMENT 1 Page 8

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GENERAL SUBSCRIBER SERVICES TARIFF

SOUTH CENTRAL BELL TELEPHONE COMPANY KENTUCKY ISSUED: April 15, 1988 BY: S. S. Dickson, Vice President Louisville, Kentucky

PSC KY. TARIFF 2A First Revised Page 34 Cancels Original Page 34 EFFECTIVE: January 1, 1988 KPSC Docket A.C. 269 Order dated 3-17-88

# A13. MISCELLANEOUS SERVICE ARRANGEMENTS

# A13.27 Emergency Reporting Services (Cont'd)

# A13.27.5 Enhanced Universal Emergency Number Service (E911) (Cont'd)

- C. Rules And Regulations (Cont'd)
  - The 911 emergency telephone number is not intended as a total replacement for the telephone service of the various public safety agencies which participate in the use of this number. The public safety agencies will subscribe to other exchange telephone service as provided in other sections of this Tariff.
  - 3. The service is furnished to the customer only for the purpose of receiving reports of emergencies by the public.
  - 4. E911 Service is classified as Business Exchange Service and is arranged for one-way incoming service to the appropriate PSAP. Outgoing calls can only be made on a transfer basis.
  - 5. E911 Service is provided solely for the benefit of the customer operating the PSAP. The provision of E911 Service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the customer.
  - The Company does not undertake to answer and forward E911 calls, but furnishes the use of its facilities 6. to enable the customer's personnel to respond to such calls on the customer's premises.
  - Temporary suspension of service is not provided for any part of the E911 Service. 7.
  - Central offices that are not currently equipped to transmit ANI will not be modified to provide ANI just for E911 Service. When the Selective Routing feature is provided, in such circumstances, Default Routing and Central Office Identification will be provided in lieu of Selective Routing and ANI Display.
  - 9 ANI and/or ALI will not be provided for calls placed over four-party or rural lines. Central Office Identification is provided in lieu of ANI/ALI.
  - 10. The Company's entire liability to any person for interruption or failure of E911 Service shall be limited to the terms set forth in this section and other sections of this Tariff.
  - 11. The rates charged for E911 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational tests as, in the judgment of the customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Company in the event the system is not functioning properly.
  - 12. Each customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others.
  - 13. The customer also agrees to release, indemnify and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of E911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service hereunder, and which arise out of the negligence or other wrongful act of the Company, the customer. its user, agencies or municipalities, or the employees or agents of any one of them.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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PUBLIC SERVICE COMMISSION MANAGER

ATTACHMENT 1 Page 9

BELLSOUTH TELECOMMUNICATIONS, INC. KENTUCKY ISSUED: August 5, 2003 BY: E.C. Roberts, Jr., President - KY Louisville, Kentucky GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A Second Revised Page 35 Cancels First Revised Page 35 EFFECTIVE: September 5, 2003

# A13. MISCELLANEOUS SERVICE ARRANGEMENTS

# A13.27 Emergency Reporting Services (Cont'd)

#### A13.27.5 Enhanced Universal Emergency Number Service (E911) (Cont'd)

- C. Rules And Regulations (Cont'd)
  - 14. It will be the intent of the Company to provide facilities designed to provide a call blocking probability of one call per (C) hundred during normal busy hours for E911 Service.
  - 15. Because the Company serving boundaries and political subdivision boundaries may not coincide, it is the obligation of the customer to make arrangements to handle all E911 calls that originate from telephones served by central offices in the local service area whether or not the calling telephone is situated on property within the geographical boundaries of the customer's public safety jurisdiction.
  - 16. Application for E911 Service must be executed in writing by each customer. If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the customer. A negotiated date will be agreed upon with the customer. Should the customer choose to delay the original cut date by more than three months and the system is available for cut, installation charges may be charged effective with the originally scheduled date. Further, the cut date will be renegotiated so as not to interrupt other scheduled cutovers. When an order for *E*911 *S*ervice or requests for additions, rearrangements, relocations or modifications of service are cancelled in whole or in part, the customer is required to reimburse the Company for all expenses incurred in handling the request before notice of cancellation is received. Such charges, however, are not to exceed all charges *that* would apply if the work involved in complying with the request had been completed. At least one local law enforcement agency must be included among the participating agencies in any *E*911 *O*ffering.
  - 17. Any terminal equipment used in connection with E911 Service, whether such equipment is provided by the Company or the customer, shall be configured so that it is unable to extract any information from the Data Management System other than information relating to a number identified through the ANI feature as the source of an in-progress E911 call.
  - 18. The customer must furnish the Company its agreement to the following terms and conditions:
    - a. That all E911 calls will be answered on a 24-hour day, seven-day week basis.
    - b. That the customer has responsibility for dispatching the appropriate emergency service vehicles within the E911 service area, or will under-take to transfer all E911 calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
    - c. That the customer will develop an appropriate method for responding to calls for nonparticipating agencies which may be directed to the E911 PSAP by calling parties.
    - d. That the customer will subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls.
    - e. That the customer will subscribe to, or provide, telephone equipment with a capacity adequate to handle the number of incoming E911 lines recommended by the Company to be installed.
  - 19. When the Selective Routing feature is provided, the customer is responsible for identifying primary and secondary PSAP locations as well as the unique combinations of police, fire and emergency medical agencies or any other appropriate agencies responsible for providing emergency service in the E911 serving area. An Emergency Service Number (ESN) will be provided for each unique combination by the Company. The customer will associate these ESNs with street address ranges or other mutually agreed upon routing criteria in the E911 serving area. These ESNs will be carried in the Data Management System (DMS) to permit routing of E911 calls to the primary and secondary PSAPs responsible for handling of calls from each telephone in the E911 serving area. The following terms define the customer's responsibility in providing this information.
    - a. Initial and subsequent ESN assignments by street name, address range and area or other mutually agreed upon routing criteria shall be furnished by the customer to the Company six months prior to the effective date of service.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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PURSUANT TO 807 KAR 5:011 SECTION 9 (1) EXECUTIVE DIRECTOR

All BellSouth marks contained herein are owned by BellSouth Intellectual Property Corporation

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BELLSOUTH TELECOMMUNICATIONS, INC. KENTUCKY ISSUED: January 11, 2002 BY: E.C. Roberts, Jr., President - KY Louisville, Kentucky

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# A13. MISCELLANEOUS SERVICE ARRANGEMENTS

# A13.27 Emergency Reporting Services (Cont'd)

#### A13.27.5 Enhanced Universal Emergency Number Service (E911) (Cont'd)

- C. Rules And Regulations (Cont'd)
  - 19. (Cont'd)
    - b. After establishment of service, it is the customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file, and to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, emergency medical or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of E911 calls to the proper PSAP.
    - c. The Company will provide to the customer, on request, a complete written copy of the master address file to permit the customer to verify the accuracy of the police, fire, and emergency medical PSAP routing designations.
    - d. Changes, deletions and additions which the customer desires to have made in the master address file should be submitted on an "as occurred" basis.
    - e. The Company will furnish a written copy of the transaction to the customer for verification showing each change, deletion and addition to the master address file.
  - 20. E911 Service is not eligible for concession service as specified in Section A2. of this Tariff.
  - 21. The following terms define the customer's responsibilities with respect to any information provided by the Company to the customer concerning the Company's subscribers and/or with respect to geographical information or maps:
    - a. Such information shall be used by the customer solely for the purpose of aiding the customer in more accurately identifying, updating and/or verifying the addresses of subscribers within the customer's E911 serving areas in connection with the customer's provision of E911 services.
    - b. Customer shall strictly limit access to the information to those authorized employees of the customer with a need to know and those employees actually engaged in the provision of emergency assistance services.
    - c. Customer shall use due care in providing for the security and confidentiality of the information.
    - d. Customer shall make no copies of the information except as may be essential for the verification of emergency assistance services.
    - e. As soon as customer has completed using the information for the purposes authorized in the Tariff or upon the request of the Company, customer shall return all information and all copies of information to the Company or certify that the information has been destroyed.
  - 22. Emergency Service Numbers (ESNs) are only available as part of the Selective Routing feature. Single and Multi-PSAP customers who desire to use ESNs for administrative purposes may do so as long as they subscribe to Selective Routing. Administrative ESNs can only be used to identify a unique set of responding agencies. For the purposes of this tariff, a responding agency is defined as a municipality's police, fire, emergency medical service or other appropriate agency. ESNs will not be used to route calls to specific police precincts, fire stations, emergency medical zones, etc.

#### **D.** Service Features

- 1. E911 Service is available in *five* service feature offerings.
  - a. Automatic Number Identification (ANI)
    - Charges are based on the total number of access lines served by the local switching offices equipped for ANI only.
  - b. Selective Routing (SR)
    - Charges are based on the total number of access lines served by the local switching offices equipped for SR only.
  - c. Automatic Number Identification and Selective Routing (ANI/SR)

Charges are based on the total number of access lines to which both ANI and SR applies. PUBLIC SERVICE COMMISSION d. Automatic Number Identification and Automatic Location Identification (ANI/ALI) OF KENTUCKY

- Charges are based on the total number of access lines served by the local switching office equipped for ANI and ALI but not SR.
- e. Automatic Number Identification, Automatic Location Identification and Selective Routing (ANI/26/SR) 2002 Charges are based upon the total number of access lines to which ANI, ALI, and SR apply.

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Stephand Buy SECRETARY OF THE COMMISSION

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# A13. MISCELLANEOUS SERVICE ARRANGEMENTS

# A13.27 Emergency Reporting Services (Cont'd)

#### A13.27.5 Enhanced Universal Emergency Number Service (E911) (Cont'd)

- **D.** Service Features (Cont'd)
  - 1. E911 Service is available in *five* service feature offerings. (Cont'd)

When SR is introduced, different features may be applied to the SR subsets without being applied to the total access lines served by the local switching office. Thus, where two jurisdictions are served by a local switching office each jurisdiction may select a different feature combination as long as SR is one of the features.

- 2. (DELETED)
- 3. The service feature offerings include provision of E911 Exchange Lines to all primary PSAPs and to secondary PSAPs that are equipped to display ANI information. The number of lines to a PSAP will be determined by the Company based
  - upon anticipated call volumes. Secondary PSAPs that do not meet these specifications will receive calls on a transfer basis over the exchange network.
- 4. The following standard features are included with each of the service offerings:
  - Forced Disconnect
  - Alternate Routing (Night Service)<sup>1</sup>
  - Speed Calling
  - Central Office Transfer Arrangements
  - Default Routing

#### 5. (DELETED)

6. (DELETED)

#### E. Rates And Charges

1.

A Secondary Service Charge from Section A4. of this Tariff is applicable.

- 2. Messages
  - a. The calling party is not charged for calls placed to the 911 number.
  - b. Charges for toll messages transferred over exchange facilities from a PSAP are billed according to rates applicable from the central office serving the PSAP initiating the transfer to the point of termination of the transfer.
    - **Note 1:** Night service is implemented by employing a private line circuit between the E911 control office and the PSAP. This circuit will be billed at rates specified in the Private Line Service Tariff.

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# A13. MISCELLANEOUS SERVICE ARRANGEMENTS

# A13.27 Emergency Reporting Services (Cont'd)

# A13.27.5 Enhanced Universal Emergency Number Service (E911) (Cont'd)

- E. Rates And Charges (Cont'd)
  - 3. Service Features
    - a. Rounded to the nearest 1000 access lines per service feature per Company (excluding all types of WATS terminations). This count is based upon the number of access lines in service at the time service is established. In instances where an exchange in an E911 system overlaps into an adjacent county or municipality without E911 service, charges for total exchange access lines will apply. When the adjacent county or municipality implements E911 service, charges for only access lines located in their respective serving areas will apply. This count will be adjusted annually to update customer billing.<sup>1</sup>
      - (1) Per 1000 access lines served

	(a)	Automatic Number Identification	Nonrecurring Charge \$595.00	Monthly Rate \$ 24.25	USOC E8X	
	(b)	Selective Routing	2,427.00	115.00	E8R	
	(c)	Combined Automatic Number Identification and Selective Routing	2,427.00	115.00	E8T	
	(d)	Combined Automatic Number and Location Identification	2,432.00	155.00	E8V	
b.	(e) Optional a	Combined Automatic Number and Location Identification and Selective Routing additional E911 Exchange Line terminating at PSAP	2,432.00	155.00	E8Z	
	(1) Per	each line				
	(a)	Group 1	47.00	120.00	E8K	(I)
	(b)	Group 2	47.00	120.00	E8K	(I)
	(c)	Group 3	47.00	120.00	E8K	(I)
	(d)	Group 4	47.00	120.00	E8K	(I)
	(e)	Group 5	47.00	120.00	E8K	(I)
		Note 1: The annual customer billing update due to	access line count adj	ustment appl	ies only to	

monthly recurring rates.



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#### GENERAL SUBSCRIBER SERVICES TARIFF

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## A13. MISCELLANEOUS SERVICE ARRANGEMENTS

# A13.27 Emergency Reporting Services (Cont'd)

#### A13.27.5 Enhanced Universal Emergency Number Service (E911) (Cont'd)

#### E. Rates And Charges (Cont'd)

- 4. Service Features for Access Lines in a Jointly Provided System.
  - a. Where the Independent Company, other Local Exchange Company, or Wireless Carrier chooses to directly bill the E911 subscriber for its services, the following rates apply. These rates include the provision of the E911 control office and the control office to PSAP trunks.
    - (1) Per 1000 access lines served<sup>1</sup>

(a) Combined Automatic Location Identification and	Nonrecurring Charge \$2,319.00	Monthly Rate \$145.00	USOC ER1
(b) Selective Routing <sup>3</sup> 5. Enhanced Multi-Frequency Signaling (EMFS) <sup>4</sup>	2,314.00	105.00	E16
(a) Per PSAP A13.27.6 Wireless E911 Phase 2	-	-	XTAMF

# A. Description of Service

Wireless E911 Phase 2 is only available in combination with Enhanced Universal Emergency Number Service - E911 as specified in A13.27.5 and is subject to the regulations specified therein.

In accordance with the FCC's Report and Order 94-102, Wireless E911 Phase 2 provides PSAPs with the wireless E911 caller's location and callback number (CBN) information, as specified by the FCC. The FCC has adopted specific handsetbased and network-based location accuracy and reliability solutions' standards for the Wireless Service Providers (WSPs).

#### General Regulations В.

- The Company is not responsible for the location determination technology, the accuracy of the location determination 1 technology, or the investigation or maintenance of said technologies. Only the data required and specified by the FCC in its Report and Order 94-102 will be delivered by the Company to the PSAP. This required data includes the cell site or sector location, the callback number, and the longitude/latitude of the caller. Each customer agrees that delivery, or lack of delivery, of additional data elements which may be provided by the WSP will not be the responsibility of the Company and the Company assumes no responsibility or liability for such information.
- 2. PSAPs must have all required elements of Wireless E911 Phase 1, utilizing p-ANI routing and cell site/sector location based information, in place before implementing Phase 2. In addition, the following requirements must be met prior to Phase 2 implementation:
  - PSAPs must order both the Bellsouth Extended ALI Display Format and the ALI Database Upgrade for Wireless a. Phase 2 to accommodate the x/y data provided by Wireless E911 Phase 2 Service. See rates in F. following.
  - b. WSPs must have Position Determining Entity (PDE) and a Mobile Position Center (MPC) in their network.
  - WSPs must have obtained an E2 interface to BellSouth's ALI database that complies with the latest issue of c. BellSouth Technical Reference 73610. This interface will be used by the WSP to provide the Phase 2 data.
    - Note 1: See A13.27.5.E.3.a. preceding for access line count and rounding procedures. All non-Bell lines, including wireless pseudo-ANI (P-ANIs), will be grouped together and rounded to the nearest 1,000 access lines for billing purposes. For each Service Feature, where the count of access lines has been adjusted upward, for each 1000 access lines so adjusted (after rounding), only the monthly rate will apply. For the purpose of counting access lines for Wireless Carriers, the quantity of pseudo-ANI records will be used in lieu of access lines.
    - This rate applies to Independent Company, other Local Exchange Company, or Wireless Note 2: Carrier access lines located within the E911 subscribera jurisdisting where Commubscriber selects a full featured system (E8Z). OF KENTUCKY
    - This rate applies to Independent Company, other Local Exchange Company, or Wireless Note 3: Carrier access lines located outside the subscriber's jurisdiction where the subscriber selects a full featured system (E8Z). MAR 2 3 2004
    - Enhanced Multi-Frequency Signaling (EMFS) is required per PSAP on all tandem-to-PSAP Note 4: trunk groups when five or more NPAs (area codes) are resident in one of the 911 tandems serving the PSAP. EMFS delivers ten digits of ANI that includes the 2-digit SPA and the 7digit telephone number. as the 2 more

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# A13. MISCELLANEOUS SERVICE ARRANGEMENTS

# A13.27 Emergency Reporting Services (Cont'd)

# A13.27.6 Wireless E911 Phase 2 (Cont'd)

- C. Definition of Terms
  - 1. Callback Number (CBN)

The wireless caller's 10-digit handset telephone number. The CBN is used by the PSAP to reestablish a call in the event the call was prematurely disconnected.

2. E2 Interface

A reference point for a data path that exists between an MPC and an ESME (the ALI database). The data that traverses the E2 interface is made up of an Emergency Services Position Request and the response. The E2 interface is not provided by and is not the responsibility of the Company.

3. Emergency Services Message Entity (ESME)

An entity in the emergency services network which serves as the point of interface to an MSC for common channel emergency services messaging. ESME is another term for the ALl database.

4. Enhanced MF Signaling (EMFS)

A signaling protocol for sending 10 or 20 digits of ANI from the 911 tandem to the PSAP. EMFS is required when an (N) interconnecting wireless service provider selects Phase 2 NCAS mode without WLS911.

5. Mobile Position Center (MPC)

The interface between the wireless network and the BellSouth ALI databases. The MPC serves as the wireless network entity which retrieves, forwards, stores, and controls position data within the wireless location network. The MPC is not provided by and is not the responsibility of the Company. Global System for Mobile (GSM) communication Gateway Mobile Location Centers (GMLCs) will be treated as MPCs by the Company.

- Mobile Switching Center (MSC) (T)
   The wireless equivalent of a Central Office, which provides switching functions for wireless calls. The MSC is not provided by and is not the responsibility of the Company.
- 7. Phase 2 NCAS

In this mode the p-ANI and the CBN are both sent to the Selective Router. The trunk between the Selective Router and the PSAP must support transport of at least two 10-digit numbers.

8. Position Determining Entity (PDE)

The PDE determines the geographic location of a wireless handset when the wireless caller places a 911 call or while the call is in process. The PDE is not provided by and is not the responsibility of the Company.

9. Pseudo-ANI (P-ANI)

A pseudo, non-dialable telephone number assigned to a cell site or to a sector of a cell site to provide location (M) identification for wireless E911 calls.

10. WLS911

The BellSouth solution that sends either eight or ten digits of ANI to the PSAP and dynamically updates the static cell site or sector information with the CBN as provided by the WSP. This solution when used in conjunction with a WSP's E2 interface allows WSPs to comply with the FCC's order without requiring PSAPs to upgrade their PSAP equipment to utilize Enhanced MF signaling.

11. Wireless Service Provider (WSP)

A person or entity that provides Commercial Mobile Radio Service (CMRS). The term wireless includes service provided by any wireless real-time, two-way voice communication device, including radio-telephone communications used in cellular telephone service, personal communication service (PCS), or functional or competitive equivalent. The term does not include service providers whose customers do not have access to 911 or 911-like services.

12. Wireline Compatibility Mode

Occurs when the WSP sends only p-ANI to the BellSouth E911 tandem and the PSAP receives eight or ten digits of ANI.

- 13. X,Y Coordinates The longitude and latitude of the 911 wireless caller's location. PUBLIC SERVICE COMMISSION OF KENTUCKY FFFECTIVE
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# A13. MISCELLANEOUS SERVICE ARRANGEMENTS

# A13.27 Emergency Reporting Services (Cont'd)

#### A13.27.6 Wireless E911 Phase 2 (Cont'd)

Enhanced MF D.

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Enhanced MF (EMF) is a signaling protocol from the 911 Tandem to the PSAP. Enhanced MF accommodates either ten or 20 digits of ANI. Enhanced MF is not a requirement of Wireless Phase 2 implementation but EMF must be used by PSAPs when an interconnecting Wireless Service Provider chooses the Phase 2 NCAS Mode (as defined in J-STD-036 Annex D. Table D.1.2. and/or D.2.), without WLS911. If an interconnecting WSP chooses a Phase 2 NCAS solution without WLS911, the PSAP's equipment must be 20-digit Enhanced MF capable as described in BellSouth's Technical Reference # 73528. The PSAP must request the Company convert them to EMF signaling when preparing to accept Phase 2 calls from a WSP utilizing Phase 2 NCAS without WLS911. Once a PSAP has been converted to 20 digit EMF Signaling the functionality of WLS911 is disabled for all WSPs serving that PSAP.

Wireless E911 Phase 2 Service E.

> This service is comprised of two components, Extended ALI Display Format and ALI Database Upgrade for Wireless Phase 2. Both components are required for implementation of this service.

1. Extended ALI Display Format

> The PSAP's Automatic Location Identification (ALI) display format must be changed to the BellSouth Extended ALI Display Format to accommodate the longitude and latitude, or x,y coordinates. The provision and delivery of the x,y information to the PSAP requires an E2 interface between the ALI database and the WSP's Mobile Position Center (MPC)/Gateway Mobile Location Center (GMLC). The provisioning of the E2 interface is the responsibility of the WSP.

2. ALI Database Upgrade For Wireless Phase 2

The ALI Database Upgrade For Wireless Phase 2 enables the PSAP to query and retrieve wireless caller location information from the Company's Automatic Location Identification (ALI) database. Location information may include cell site sector location, longitude and latitude of the wireless caller's location, and the wireless caller's callback number (CBN). This upgrade will enable the necessary interfaces, software, and databases to permit the wireless caller's location information to be populated in the Company's ALI database and/or retrieved when queried by the customer's PSAP equipment.

- F Rates and Charges
  - 1. Per PSAP

		Nonrecurring		
		Charge	Monthly Rate	USOC
(a)	Enhanced MF signaling, per PSAP	Š-	S-	XTAMF
(b)	Extended ALI Display Format, per PSAP	2,200.00	-	XTAL2
(c)	ALI Database Upgrade For Wireless Phase	-	190.00	XTAP2
	2, per PSAP			

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# A13. MISCELLANEOUS SERVICE ARRANGEMENTS

# A13.27 Emergency Reporting Services (Cont'd)

# A13.27.7 Reserved For Future Use

# A13.27.8 BellSouth 9-1-1 PinPoint Service

- A. General
  - 1. 9-1-1 PinPoint service allows a Private Branch Exchange (PBX) switch located on a customer's premises to be trunked directly into an E911 tandem office, delivering the telephone number and location of the PBX end user to the appropriate Public Safety Answering Point (PSAP).
  - 9-1-1 PinPoint service is available with BellSouth Primary Rate ISDN (PRI) or 9-1-1 Pinpoint Service Local Channels. 2. Pinpoint Local channels are not required if using BellSouth PRI service.
  - 9-1-1 PinPoint Service is only available in jurisdictions where the Company is the 9-1-1 System Service Provider. 3.

#### **B.** Regulations

Property or AT&T affiliated companies.

- 9-1-1 PinPoint service is furnished subject to the availability of facilities. 1.
- Automatic Number Identification (ANI) which is passed to the Company's E911 tandem office by the PBX switch is 2. read, processed and utilized in the manner as if it is provided by any other serving end office in the Company's E911 system.
- The emergency agency serving the area may also be involved to update the Master Street Address Guide (MSAG) and to 3. determine the method in which emergency calls from 9-1-1 PinPoint service locations will be handled.
- 4. The following specifications must be met when provisioning this service:
  - a. Subscribers to 9-1-1 PinPoint service must meet all BellSouth technical specifications.
  - b. The PBX switch must be able to transmit ANI using multi-frequency signals. This may require the retro-fitting of existing PBX switches with interfaces which will work with the Company's E911 system.
  - The PBX switch owner/operator must supply the Company with the initial telephone number-to-address data as well c. as periodic updates.
  - 9-1-1 PinPoint service is configured on a "per account" basis for BellSouth Direct Inward Dialing (DID) and d. grandfathered Primary Rate ISDN (PRI) accounts. All telephone numbers on these accounts must be provisioned with 9-1-1 PinPoint service. The Customer cannot randomly select which telephone numbers on an account will have the service. This regulation is not applicable for PRI subscribers billed for 9-1-1 PinPoint service on a per PRI station number (per TN) basis.
  - Users of 9-1-1 PinPoint service are prohibited from provisioning PBX station numbers outside the boundary of the E9-1-1 tandem serving the physical address of the main PBX location. 9-1-1 calls from any telephone numbers provisioned outside the boundary of the serving E9-1-1 tandem would be routed to an incorrect PSAP with no location information. An alternative arrangement could involve PRI terminations from multiple central offices to accommodate a wider geographic area. In that configuration, no PBX station numbers can be provisioned at addresses outside the boundary of the tandem serving the PRI host. The subscribing 9-1-1 PinPoint service customer is responsible for ensuring that 9-1-1 PinPoint service is provisioned in a compliant configuration that will ensure that 9-1-1 calls are routed correctly with the correct location information.
  - f. 9-1-1 PinPoint Service is only available on local exchange services provided by the Company, specifically BellSouth PRI and BellSouth DID services. The PBX switch must employ BellSouth Direct Inward Dialing (DID) or BellSouth PRI station numbers. If the PBX is serving subscribers with multiple NPAs, a unique PBX trunk group will be needed for each NPA (whether it be 9-1-1 PinPoint Service Local Channels or PRI). 9-1-1 PinPoint Service is not available on Centrex or "Centrex-like" station numbers. 9-1-1 PinPoint Service is not available on telephone numbers obtained from CLECs or on any IP-enabled services.
  - It will be the responsibility of the vendor or PBX operator to maintain the data pertaining to each extension operating under such system.



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# A13. MISCELLANEOUS SERVICE ARRANGEMENTS

# A13.27 Emergency Reporting Services (Cont'd)

# A13.27.8 BellSouth 9-1-1 PinPoint Service (Cont'd)

- **B.** Regulations (Cont'd)
  - 5. The PBX switch owner/operator must install a minimum of two private E911 local channels<sup>1</sup> with the following specifications:
    - a. This voice grade local channel provides for a communications path between the demarcation point at the customer premises and the serving E911 tandem.
    - b. The PBX switch owner/operator is responsible for determining that their terminal equipment is compatible with this local channel.
    - c. Supervision on this 9-1-1 PinPoint Service Local Channel will be loop reverse battery. The battery source is located in the Company's network and will be a nominal -48V (-42.75V to -56.5V dc).
    - d. The PBX will signal an off hook (or seizure) by providing a loop closure across tip and ring with a maximum resistance of 670 ohms. The Company's serving E911 tandem office will instruct the PBX to forward the called digits "911" or "11" with a momentary battery reversal (wink). The E911 tandem will instruct the PBX to send the calling station's number (ANI) information with a battery reversal (off hook).

e. Additional regulations may be applicable as described in Section B3.

f. Required network interfaces are located in Section A14.

**Note 1:** 9-1-1 PinPoint Service Local Channels are not required with BellSouth PRI.



# A13. MISCELLANEOUS SERVICE ARRANGEMENTS

# A13.27 Emergency Reporting Services (Cont'd)

# A13.27.8 BellSouth 9-1-1 PinPoint Service (Cont'd)

- 6. Service charges, as specified in Section A4. are applicable.
- 7. General Regulations located in Section A2. will also apply to this service offering.
- 8. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the customer contracting for 9-1-1 PinPoint service. The provision of 9-1-1 PinPoint service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the customer.
- 9. The rates charged for 9-1-1 PinPoint service do not contemplate the constant monitoring or inspection of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational tests as, in the judgment of the customer, are required to determine whether the service is functioning properly for its use. The customer shall promptly notify the Company in the event the service is not functioning properly.
- 10. The Company's entire liability to any person for the interruption or failure of 9-1-1 PinPoint service shall be limited to the terms set forth in this Section and other Sections. The Company shall neither be liable for damages resulting from or in connection with its provision of 9-1-1 PinPoint service to any customer subscribing to 9-1-1 PinPoint service or any person accessing or using 9-1-1 PinPoint service and nor shall the Company be liable for its provision of any telephone number, address, or name to any entity providing 911 service or to a public safety answering point, unless the Company acted with malicious purpose or in the manner exhibiting wanton and willful disregard of safety or property in providing such services.
- 11. Each customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of 9-1-1 PinPoint service features and the equipment associated therewith, or by any services which are or may be furnished by the Company in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 9-1-1 PinPoint services hereunder, and which arise out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them.
- 12. Each Customer is responsible for assuring that its authorized users comply with the provisions of these terms and the tariffs and that unauthorized persons do not gain access to or use the Services through user names, passwords, or other identifiers assigned to the Customer pursuant to these terms. Specifically, each Customer must keep user IDs, passwords, and any security token(s) that may be provided secure from use by any unauthorized individual. The Customer shall also not use the Services in any way that would be or would assist any third party to be in violation of any law or these terms. Each Customer shall comply with all applicable laws, rules, and regulations in connection with the Services. Finally, the Customer shall provide such information and assistance as are reasonably requested by BellSouth for purposes of facilitating BellSouth's provision of Services to the Customer.
- 13. When an order for 9-1-1 PinPoint service and facilities or requests for additions, rearrangements, relocations or modifications or service and equipment are canceled in whole or in part, the customer may be required to reimburse the Company for all expenses incurred in handling the requests before notice of cancellation is received. Such charges, however, are not to exceed all charges which would apply if the work involved in complying with the request had been completed.
- 14. When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved will be allowed as covered by Section A2.
- 15. In the event of any interruption of the service, the Company shall not be liable to any person, corporation or other entity (T) for any loss or damage in an amount greater than an amount equal to the pro rata allowance of the rate for the service or facilities provided to the customer for the time such interruption continues, after notice to the Company. TABLETORE AND HARDER SHALL AND HARDER AND HARD
- 16. Other Rules and Regulations located in A13.27.5. preceding will also apply to this service offering as appropriate

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# A13. MISCELLANEOUS SERVICE ARRANGEMENTS

# A13.27 Emergency Reporting Services (Cont'd)

# A13.27.8 BellSouth 9-1-1 PinPoint Service (Cont'd)

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	2.		fer of Cont						
		as spe	cified in So	ection A	red to a new subscriber at the same location uA2.	upon prior written con	currence by the n	ew subscriber	
	3.		red Paymer						
			-	arges m	ay be deferred or installment billed as specif	ied in Section A2.			
	4.		yment						
			0 0	•	be prepaid as specified in Section A2.				
	5.	Canc	llation Ch	arges ( <b>E</b>	Early Termination Fees)				
					<i>therwise referred to as Early Termination 1</i> 50 month contract period <sup>1</sup> .	Fees, will be applied	where service is r	removed prior	
	6.	Move	s of Servic	e					
		a. V	Vhen the Pl	BX owr	ner/operator moves 9-1-1 PinPoint Service:				
		(	1) Cancel	llation c	charges do not apply.				
		(	2) Rates i	in effec	t will continue uninterrupted.				
		(		PinPoin Doundar	nt service nonrecurring charges do not apply <i>ies.</i>	as long as the move	e is within the ex	isting service	
		(	4) 9-1-1 I	PinPoin	t service local channel charges apply as appro	opriate.			
D.	Rate	es and (	Charges			1			
2.	1.		PinPoint S	Service					
	1.				for BellSouth Direct Inward Dialing (DID)	Service <sup>2</sup>			
			1) Per Cu			~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~			
		(	1) 10100	istomer		Nonroourring	Monthly		
						Nonrecurring Charge	Monthly Rate	USOC	
			(a)	Up to 1	,000 station records, per customer	\$3,600.00	-	E8YN1	
					4,000 station records, per customer	4,800.00	-	E8YN2	
					r more station records, per customer	5,900.00	-	E8YN3	
			-		or BellSouth Direct Inward Dialing (DID) S	ervice <sup>1,5</sup>			
		(	<ol> <li>Per 1,0</li> </ol>	)00 reco	ords				
			· · ·					TOTAL CO.	
			(a)		,000 station records, per 1,000 records	-	\$178.00	E8Y61	
			(a) (b)	1,001 to	0 4,000 station records, per 1,000 records	-	155.00	E8Y62	
			(a) (b)	1,001 to		-			
			(a) (b) (c)	1,001 to 4,001 o	0 4,000 station records, per 1,000 records r more station records, per 1,000 records	- - -	155.00 130.00	E8Y62 E8Y63	
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-			(a) (b) (c) No No	1,001 to 4,001 of te 1: te 2: te 3:	<ul> <li>A,000 station records, per 1,000 records</li> <li>r more station records, per 1,000 records</li> <li>As of May 19, 2010, 60 Month Contract subscribers and Cancellation Charges (BellSouth 9-1-1 PinPoint Service will not their existing service arrangement and whistructure.</li> <li>As of May 19, 2010, the per 1,000 station Charges will only be available for new DII As of May 19, 2010, monthly charges bas will only be available for DID service. E May 19, 2010 and may retain the 1,000</li> </ul>	Early Termination F apply for grandfather o agree to convert to records pricing struc D service. Sed on the per 1,000 s Existing PRI subscrib D station records price ocation.	155.00 130.00 ges are not applie red PRI subscribe the new "per TN ture and associate tation records pri- ers will be grand the grand th	E8Y62 E8Y63 cable for new pplicable for ors who retain " PRI pricing ed Installation cing structure CEIVIE 5/4/2010	Ë

TARIFF BRANCH

5/16/2014

(T)

BELLSOUTH TELECOMMUNICATIONS KENTUCKY ISSUED: May 15, 2014 BY: Hood Harris, President Louisville, Kentucky

2.

# A13. MISCELLANEOUS SERVICE ARRANGEMENTS

# A13.27 Emergency Reporting Services (Cont'd)

# A13.27.8 BellSouth 9-1-1 PinPoint Service (Cont'd)

- D. Rates and Charges (Cont'd)
  - 1. 9-1-1 PinPoint Service (Cont'd)
    - c. For PRI service per 9-1-1 PinPoint service customer<sup>1</sup>
      - (1) Per PRI *telephone* number equipped (per TN)

(a)	1st <i>telephone</i> number	Nonrecurring Charge \$3,100.00	Monthly Rate \$95.00	USOC E8YSE	(T)
(b) 9-1-1 PinPoint	each additional <i>telephone</i> number service Local Channels, per channel	-	.05	E8YTN	(T)
(a)	First channel, each	475.00	-	E8YCT	
(b)	Additional channels, each	105.00	-	E8YCU	
(c)	Each channel	-	55.00	E8YCV	

- Cancellation Charges (Early Termination Fees) The following charge is incurred when a total disconnect of 9-1-1 PinPoint service occurs during the 60 month contract period.<sup>2</sup>
  - (a) Per system disconnect 2,500.00 E8YDX

**Note 1:** Nonrecurring charges will not apply for grandfathered PRI subscribers who retain their existing service arrangement and who agree to convert to the new "per TN" PRI pricing structure.

**Note 2:** As of May 19, 2010, 60 Month Contract Period rates and charges are not applicable for new subscribers and Cancellation Charges (Early Termination Fees) normally applicable for BellSouth 9-1-1 PinPoint Service will not apply for grandfathered PRI subscribers who retain their existing service arrangement and who agree to convert to the new "per TN" PRI pricing structure.



# Attachment 2

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MA 758 130000727 OneNet #:56869 PA #:0326 PCS ID#:20130218-074

# ATTACHMENT 2 Page 1

# PARTICIPATION AGREEMENT MA 758 1300000727

CUSTOMER ("Customer")	AT&T ("AT&T")		
Customer: Kentucky State Police	AT&T Corp.		
Street Address: 94 Airport Road			
City: Frankfort State: KY Zip Code: 40601			
Billing Address (if different)			
Street Address:			
City: State: Zip Code:			
CUSTOMER Contact (for Contract Notices)	AT&T Sales Contact Information and		
	for Contract Notices  Primary Sales Contact		
Name: Seth Hawthome	Name: Kimberly Rankin		
Title: Technology Coordinator	Title: Application Specialist-911		
Telephone: 502-782-9704 Fax: 502-227-8788	Telephone: 859-699-0107		
Email: seth.hawthorne@ky.gov	Fax:		
Address for Notices	Email: kr9465@att.com		
Same as Cust. Address above Same as Billing Address	Street Address: 601 W. Chestnut Street Room 200 Louisville, KY City: State: Zip Code: 40203		
Address for Notices (if different)	With a copy to:		
Street Address:	AT&T Corp.		
City: State: Zip Code:	One AT&T Way, Bedminster, NJ 07921-0752		
	ATTN: Master Agreement Support Team Email: <u>mast@att.com</u>		
AT&T Authorized Agent or Representative Information (if a	pplicable)  Primary Sales Contact		
Name: Company Name:			
Agent Street Address: City: State: Zip Cod	de:		
Telephone: Fax: Email: Agent Code			

- Adoption of Commonwealth of Kentucky "Kentucky Information Highway 3 (KIH3) The Next Generation Network" contract. Customer (hereinafter "Participant") and AT&T Corp. (AT&T) agree that the Service, as specified below, shall be provided pursuant to the rates, charges, terms and conditions set forth in this Agreement and the contract between AT&T Corp. and the Commonwealth of Kentucky, identified as MA 758 1300000727, last signed on February 21, 2013 as amended ("Master Contract"), to the extent applicable to Participant.. The Master Contract is incorporated herein by reference. Participant agrees to be bound the rates, terms and conditions of this contract and any subsequent modifications and amendments..
- AT&T shall provide the services described in Attachment 1 (the "KIH3 Services") (as amended from time to time) to Customer solely pursuant to the terms and conditions contained in MA 758 130000727
- Payment: Participant is exclusively responsible for all payments due and owing to AT&T for the Services provisioned hereunder and the Commonwealth of Kentucky shall not be deemed to be responsible for any such payments. Participant shall pay for the Services ordered hereunder pursuant to the conditions in Section 40.075 "Payments" of the Master Contract and KRS 45.454.
- 4. Rates: The services set forth Attachment 1 shall be provided at the prices as set forth in the Master Contract.

MA 758 130000727 OneNet #:56869 PA #:0326 PCS ID#:20130218-074

# PARTICIPATION AGREEMENT MA 758 130000727

5. E-Rate: For services which are E-rate eligible, Participant agrees to execute and be bound by the terms and conditions of the "Attachment to this Participation Agreement for Services and/or Products Subject to Universal Services ("E-Rate") Funding" ("E-Rate Rider") .For purposes of the E-Rate Rider, references to "Customer" shall be deemed to mean Participant. In the event that Erate eligible services are to be purchased, an E-Rate Rider will be provided for signature.

IN WITNESS WHEREOF, the parties hereto have caused this Participation Agreement to be executed by their respectively authorized representatives.

Ву:
Print Name:

Title:

Customer:

Print Name: Seth Hawthorne Title: NG911 Technology Coordinator Date Signed: 4-20-2015

Date Signed:

MA 758 1300000727 OneNet #:56869 PA #:0326 PCS ID#:20130218-074

# PARTICIPATION AGREEMENT MA 758 1300000727

## Attachment 1

Services
All KIH3 Services
AT&T OneNet 56869
PPVPN-MPLS
Managed Router Service
Service Plan Option-911
Cutomer Premise Equipment-911

ATTACHMENT 2

# Attachment 3

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# **EDITED**

# ATTACHMENT 3

Pages 1 through 9

**Contain AT&T Confidential Information** 

# RESOLUTION NO. 047, SERIES 2013

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED NEW SOLE SOURCE CONTRACT (BELLSOUTH TELECOMMUNICATIONS LLC D/B/A AT&T KENTUCKY \$2,800,000.00).

Sponsored By: \_

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

**SECTION I:** The following appropriation for the listed contract is hereby approved:

#### **METRO SAFE**

\$2,800,000,00 for a noncompetitively negotiated new Sole Source Contract with Bellsouth Telecommunications, LLC d/b/a AT&T Kentucky for 911 support, upgrades, installation and maintenance of every component of the managed 911 solution, from September 1, 2012 through June 30, 2013.

**SECTION II:** This Resolution shall take effect upon its passage and approval.

H. Stephen Oft

Metro Council Clerk

Jim King

President of the Council

Øreg Fisóber Mayor

#### APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell Jefferson County Attorney

BY:

Metro Safe - Contract with AT+T (Final) Resolution Only 021 13 [pr] C/acb 02.15.2013 G: PSC Res MetroSafe - BellSouth dba AT&T Draft-1 pr/RQ

LOUISVILLE METRO COUNCIL ADOPTED March 14, 2013

# RESOLUTION NO. \_\_\_\_\_, SERIES 2013

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED NEW SOLE SOURCE CONTRACT – (BELLSOUTH TELECOMMUNICATIONS LLC D/B/A AT&T KENTUCKY -\$2,800,000.00).

Sponsored By: \_\_\_\_\_

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

**SECTION I:** The following appropriation for the listed contract is hereby approved:

# METRO SAFE

\$2,800,000.00 for a noncompetitively negotiated new Sole Source Contract with Bellsouth Telecommunications, LLC d/b/a AT&T Kentucky for 911 support, upgrades, installation and maintenance of every component of the managed 911 solution, from September 1, 2012 through June 30, 2013.

SECTION II: This Resolution shall take effect upon its passage and approval.

H. Stephen Ott Metro Council Clerk Jim King President of the Council

Greg Fischer Mayor Approval Date

#### APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell Jefferson County Attorney

BY:

Metro Safe - Contract with AT+T (Final) Resolution Only 021113 [pr] G: PSC Res MetroSafe – BellSouth dba AT&T Draft-1 pr/ROC/acb 02.15.2013
# SOLE SOURCE DATA SHEET

\_\_X\_\_New \_\_Renewal

**Contractor Information** 

1. Legal Name of Contractor: AT & T

2. Address: PO Box 9001307

3. City/State/Zip: Louisville, KY 40290-1307

4. Contact Person Name & Telephone Number: David Farmer

5. LeAP Supplier #\_\_\_\_\_

6. Revenue Commission Taxpayer ID#:

7. If registration is not required please explain:

8. Federal Tax ID # (SSN if sole proprietor): 74-2782655

# **Department Information**

Requesting Department: Emergency Management Agency/MetroSafe

9. Contact Person Name & Telephone: Tonya Sangester 502-572-3452

# **Contract Information**

10. Scope & Purpose of the Sole Source: To provide MetroSafe with 911 support, installation, and maintenance of every component of the managed 911 solution. Also, provide upgrade to technology

that is currently in place.

11. Anticipated Yearly Purchase Amount: \$2.8 million

Attach all justification for this Sole Source Request to this form

Authorizations Signature certifies that all requirements have been met.
This is the only source for the products / services listed above
Contractor is registered and in good standing with the Revenue Commission
Human Relations Commission registration requirements have been met
Department Director:
Purchasing Approval of Sole Source Designation:
Date: 1/10/13
Sole Source Number(assigned by Purchasing) Blanket PO #(if applicable)

Finance Policy

### **CONTRACT DATA SHEET**

PSC Type (check one): X\_\_\_\_New \_\_\_\_Renewal \_\_\_\_Addendum

# **Contractor Information**

1. Legal Name of Contractor: AT & T

2. Address: PO Box 9001307

3. City/ State & Zlp: Louisville, KY 40290-1307

- 4. Contact Person Name & Telephone Number: Betty Farmer
- 5. Revenue Commission Taxpayer ID#:
- 6. If registration is not required please explain:
- 7. Is account in good standing:
- 8. Federal Tax ID # (SSN if sole proprietor): 74-2782655

# Department Information

- 9. Requesting Department: EMA/MetroSafe
- 10. Contact Person Name & Telephone: Tonya Sangester, 572-3452

# **Contract Information**

- 11. Not to exceed amount: \$2.8 million
- 12. Are expenses reimbursed? no
- 13. If yes list allowable expenses and maximum amount reimbursable:
- 14. Beginning and ending date of the contract: September 1, 2012 June 30, 2013

15. Coding: 1101 -365 -2790 -270900 -522431

16. Funding Source \_\_\_\_\_\_ General & 911 Funds \_\_\_\_\_ Federal Funds yes no

17. Scope & Purpose of the contract: To provide MetroSafe with 911 support, installation, and maintenance

of every component of the managed 911 solution. Also, provide upgrade to technology that is currently

in place.

Department Director:

#### Authorizations

Contractor is registered and in good standing with the Revenue Commission Human Relations Commission registration requirements have been met N/A\_Contractor's status regarding Federal Debarment has been verified per Metro Procurement Policy Section VII – Federally Funded Contracts & Agreements

Risk Management Division of Finance - Certifies Insurance requirements satisfied:

Revised - Sept 2010

Finance Policy

# WRITTEN FINDINGS

# **EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC**

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract # \_\_\_\_ . By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. \*\* Mayors Approval required for emergency purchases exceeding \$10,000.

B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

F. The contract is for proprietary items for resale.

G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

Requesting Departme ht Diffector

OMB/Purchasing

\*\*Mayor Date \*\*Signature is required only for Written Finding A

Revised - July 2011

# MEMORANDUM

LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT

TO: Craig Bowen, Director Purchasing Department

FROM: Debbie Fox, Director () Emergency Mgmt Agency/ MetroSafe

DATE: December 21, 2012

RE: Request for Professional Services Contract

Louisville Metro Emergency Management Agency/MetroSafe requests the following Professional Services Contracts (PSC) be established instead of being put out under a competitive bid for the reasons stated below:

The City of Louisville's E911 telephony service is a collection of mission critical systems and services with many integrated components that serve a total of (8) public safety answering points (PSAP). This total solution approach is the foundation for EMA/MetroSafe current system stability and is critical to processing 911 calls efficiently and reliably.

EMA/MetroSafe is seeking to replace/upgrade the current aging analog E911 system that has been deemed end of life and no longer manufactured. Please consider this request to Sole Source managed 911 services to AT&T. The following bullet points describe the current status of the city's E911 system and delineates the justification for this sole source request:

• AT&T is the County's only authorized 911 local exchange carrier (LEC) and routes 100% of the 911 for Jefferson County

1.00

- AT&T is a total solution provider: support, installation, and maintenance of every component of the managed 911 solution are available. This includes 911 call routing, customer premise equipment (CPE), maintenance, and 24X7X365 support with 1 hour response. This one stop approach is critical to eliminating any 'finger-pointing' that may occur when troubleshooting or repair is necessary.
- AT&T has a proven track record of superior reliability (99.9% system uptime since 2007; 0 unscheduled downtime)
- The proposed contract is an upgrade to technology that is currently in place. All interfaces with
  systems external to the managed solution are currently integrated and covered under an
  upgrade provision. Any change to the 911 'system' would force a redesign of the current data
  exchanges with other critical systems and lead to additional significant expense (est. 250-300k).
- This upgrade will leverage existing leased equipment (where applicable), and results in new, stable and supported technology; expansion of services; at a neutral expense impact.



# **EDITED**

# **ATTACHMENT 3**

# Pages 16 through 35

**Contain AT&T Confidential Information** 

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- 3. Does AT&T currently have any arrangements under which it hands off calls from its Selective Router to a PSAP that owns a host controller, which in turn, passes the traffic to a remote PSAP's equipment in other counties? Please provide a detailed response.
  - a. If any such arrangements exist please provide a copy of any agreements or explain in detail why no agreement is needed.
  - b. If any such arrangement exists please list any liability concerns that AT&T has regarding each such arrangement and in what ways (if any) this differs from the concerns it has raised related to Central Kentucky Network ("CKN").
  - Response: AT&T Kentucky has an agreement with the Kentucky State Police (KSP) under which AT&T Kentucky provides selective routing to the KSP's host ANI/ALI controller and any remote call taking positions connected to the KSP's host ANI/ALI controller.
    - a. See response to number 2 above.
    - b. The arrangements with the KSP and Louisville MetroSafe do not present liability concerns of the kind presented by the arrangement sought by CKN, because AT&T Kentucky is selectively routing calls to an ANI/ALI controller. This ANI/ALI controller is either owned by AT&T Kentucky or by a PSAP. In its prior request, CKN asked that AT&T Kentucky connect to CKN's selective routers, not to a CKN ANI/ALI controller. Routing 911 calls to a provider's selective router is different than routing such calls to an ANI/ALI controller. If CKN now wants 911 calls to be routed to a CKN ANI/ALI controller, AT&T Kentucky would need more technical information from CKN to determine details to route 911 calls from AT&T Kentucky's Selective Router to a CKN ANI/ALI controller.

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AT&T Kentucky Kentucky PSC Case No. 2015-00227 Lexington-Fayette Urban County Government Initial Request for Information to AT&T Kentucky Dated March 17, 2016 Item No. 4 Page 1 of 1

- 4. It is the understanding of LFUCG and CKN that both London/Laurel County 911 and Garrard/Lincoln County (Bluegrass 911) previously requested that AT&T selectively route landline calls and hand them off to CKN host controller. Please explain in detail whether AT&T is willing to do this, and if not, why not.
  - Response: AT&T Kentucky objects to the premise of the question regarding the nature of the requests submitted to AT&T Kentucky. Subject to and without waiver of this objection, the requests by London/Laurel and Garrard/Lincoln were for AT&T Kentucky to "order new trunking . . . to the following CKy911 Network<sup>™</sup> Selective Router locations, bypassing the existing Windstream's Selective Router and terminating, on a smart jack in the 9-1-1 equipment room." Both requests go on to identify the CKN selective routers as the point of termination. Per these requests, AT&T Kentucky would connect trunks to CKN's Selective Router, not to a CKN ANI/ALI controller. AT&T Kentucky would need to have more technical information from CKN regarding details to selectively route calls from AT&T's Selective Router to a CKN ANI/ALI controller.

As background, a selective router receives 911 end user emergency telephone calls from AT&T End Offices and uses database lookups to send the call with ANI to the correct PSAP. The host controller receives the emergency telephone calls from the selective router along with the ANI information. The host controller uses the received ANI and sends a request via a data connection to the ALI database to get the emergency callers' physical locations.

AT&T Kentucky Kentucky PSC Case No. 2015-00227 Lexington-Fayette Urban County Government Initial Request for Information to AT&T Kentucky Dated March 17, 2016 Item No. 5 Page 1 of 1

- 5. What is AT&T's position on the need for state and local agencies within the Commonwealth of Kentucky to become certificated as CLECs in order to pass 911 calls between a host controller and a remote position in another agency? How does this differ from AT&T's demand that CKN be certificated?
  - Response: AT&T Kentucky objects to this question as being irrelevant and unlikely to lead to the discovery of relevant or admissible evidence, and also as seeking a legal analysis. AT&T Kentucky also objects to the premise of the question regarding the nature of the requests submitted to AT&T Kentucky. Subject to and without waiving these objections, see the response to LFUCG question 4.

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AT&T Kentucky Kentucky PSC Case No. 2015-00227 Lexington-Fayette Urban County Government Initial Request for Information to AT&T Kentucky Dated March 17, 2016 Item No. 6 Page 1 of 1

- 6. Has AT&T ever offered CKN an agreement without demanding that it be certificated? If not, why not?
  - AT&T Kentucky objects to the use of the term "demanding" as being Response: inaccurate and misleading. Subject to and without waiver of this objection, AT&T Kentucky's consistent position has been that if CKN desires to interconnect with AT&T Kentucky and provide selective routing for 911 traffic, CKN should obtain a certificate from the Commission, which is necessary to execute an interconnection agreement with AT&T Kentucky and is consistent with the Commission's decision in KPSC Case No. 2009-00438. Even so, AT&T Kentucky has advised CKN of its willingness to begin the process of negotiating terms for an interconnection agreement if the Commission rules one is necessary (or a commercial agreement if the Commission rules that an interconnection agreement is not necessary) at any time, even though CKN does not yet have a certificate. By getting a head start on negotiations, AT&T Kentucky and CKN can minimize possible delays when the Commission renders its decision in this matter.

Responsible witness: Scott McPhee

AT&T Kentucky Kentucky PSC Case No. 2015-00227 Lexington-Fayette Urban County Government Initial Request for Information to AT&T Kentucky Dated March 17, 2016 Item No. 7 Page 1 of 1

- 7. Please provide a detailed explanation of why AT&T believes that it cannot enter into an agreement with CKN without CKN being certificated.
  - AT&T Kentucky objects to this request as seeking a legal analysis, which Response: is not a proper subject of discovery. AT&T Kentucky also objects to this request as being unduly vague, in that it does not refer to any specific assertion in AT&T Kentucky's Petition for Declaratory Ruling or Mr. McPhee's Direct Testimony. Subject to and without waiving its objections, AT&T Kentucky states that its Petition explains why it believes CKN should become certificated, including reference to the Commission's decision in KPSC Case No 2009-00438, as an entity seeking to provide 911 service and do so by interconnection with AT&T Kentucky is required to obtain an interconnection agreement with AT&T Kentucky. AT&T Kentucky further states that it is its position that any entity that executes a Section 251-252 interconnection agreement with an ILEC should be certificated, and AT&T Kentucky's interconnection agreements routinely include such a requirement. In addition, please see the response to LFUCG Question 6.

Responsible witness: Scott McPhee

AT&T Kentucky Kentucky PSC Case No. 2015-00227 Lexington-Fayette Urban County Government Initial Request for Information to AT&T Kentucky Dated March 17, 2016 Item No. 8 Page 1 of 1

- 8. Please provide a detailed listing of all expenditures made by AT&T related to its Selective Routers and E911 network in Kentucky.
  - Response: AT&T Kentucky objects to this request as being irrelevant and unlikely to lead to the discovery of relevant or admissible evidence, and also as being overbroad and unduly burdensome, including because it is not limited in terms of time, geography, type of equipment, or type of expenditure.

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- 9. Please list all jurisdictions in which AT&T has contracted E911 selective routing to Indigital or any other entity.
  - Response: AT&T Kentucky objects to this request as being irrelevant and unlikely to lead to the discovery of relevant or admissible evidence. Subject to and without waiving this objection, AT&T Kentucky answers as follows: none.

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- 10. Does AT&T have any plans to contract out its 911 services in Kentucky?
  - Response: AT&T Kentucky objects to this request as being irrelevant and unlikely to lead to the discovery of relevant or admissible evidence. Additionally, AT&T Kentucky objects to this request as being unduly vague, as it is unclear what is meant by "contract out."

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- 11. In the event that the PSC determines that CKN is not required to be certificated but is required to contract with AT&T what type of agreement (e.g., commercial) does AT&T believe would be required and why?
  - Response: In the event that the PSC determines that CKN is not required to be certificated but is required to contract with AT&T Kentucky, AT&T Kentucky's position is that CKN and AT&T Kentucky should enter into a commercial agreement, for all of the reasons discussed in Mr. McPhee's testimony, such as defining the terms and conditions on which the parties will interconnect and exchange traffic, the manner of exchanging traffic, and provisions on limitations of liability.

Responsible witness: Scott McPhee

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- 12. Does AT&T currently have any agreements related to E911 services with Indigital? If so, please provide copies.
  - Response: AT&T Kentucky has an interconnection agreement with INdigital, which is available on the Commission's website.

Responsible witness: Scott McPhee

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- 13. Does AT&T currently enter into E911 related agreements/contracts with entities that are not CLECs? Please provide copies of any such agreement.
  - Response: AT&T Kentucky objects to this request as being unduly vague in referring to "911 related agreements." Subject to and without waiving this objection, see the documents produced in response to LFUCG question 2. These are examples of the type of agreements AT&T Kentucky might enter into with a non-CLEC. AT&T Kentucky has 911 agreements with cities, counties, and states to provide 911 Selective Routing, Database, and Call-Taking equipment, but providing all such contracts would be unduly burdensome, especially in light of their irrelevance to the issues in this case, which involve CKN's request to have AT&T Kentucky send 911 traffic to CKN's Selective Router. AT&T Kentucky also offers E911related services under its tariff.

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- 14. Please provide AT&T's rationale as to why CKN, which is a not-for-profit affiliation comprised of local governments and their E911 providers, should be treated the same as a for profit entity.
  - Response: Please see AT&T Kentucky's Petition for Declaratory Ruling and the Direct Testimony of J. Scott McPhee. Under the Commission's decision in KPSC Case No 2009-00438, an entity seeking to provide 911 service via interconnection with AT&T Kentucky is required to obtain an interconnection agreement with AT&T Kentucky.

Responsible witness: Scott McPhee

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- 15. Does AT&T have an interconnect agreement with Windstream? If so, please provide a copy.
  - Response: AT&T Kentucky objects to this request as being unduly vague, in that it does not identify any specific Windstream entity, and as seeking information that is publicly available. Subject to and without waiver of this objection, all of AT&T Kentucky's interconnection agreements are posted publicly on the Commission's website.

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- 16. Would it be an acceptable solution, if 911 cama trunks were directly connected to a PSAP or to the controller? If not, please explain.
  - Response: AT&T Kentucky objects to this request as being unduly vague and also as being irrelevant and unlikely to lead the discovery of relevant or admissible evidence. It is entirely unclear how this question relates to the requests to AT&T Kentucky to interconnect with CKN's Selective Router or the issues raised by AT&T Kentucky's Petition or Mr. McPhee's testimony. Subject to and without waiver of this objection, the requests that AT&T Kentucky has received from various counties were for AT&T Kentucky to route AT&T Kentucky landline 911 calls to CKN's Selective Router. AT&T Kentucky would need more technical information from CKN in order to answer this question regarding "911 cama trunks."

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- 17. Why was the relocation of CKN's primary selective router to a Windstream facility in 2014 not an acceptable solution to the issues raised by AT&T in this case?
  - Response: AT&T Kentucky objects to this request as being irrelevant and unlikely to lead to the discovery of relevant or admissible evidence. Subject to and without waiver of this objection, AT&T Kentucky's consistent position has been that if CKN desires to interconnect with AT&T Kentucky and provide selective routing for 911 traffic, CKN should obtain certification from the Commission in order to execute an interconnection agreement with AT&T Kentucky. The relocation of CKN's primary Selective Router does not change this position.