

Daniel E. Monagle
Assistant General Counsel
Pennsylvania



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Philadelphia, PA 19103

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DOCUMENT FOLDER

December 17, 2004

VIA UPS OVERNIGHT

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

ORIGINAL

RE: Joint Filing of
Verizon North Inc. and
Southwestern Mobile Systems, LLC d/b/a Cingular Wireless
for Approval of an Interconnection Agreement By Means of Adoption
Under Section 252(i) of the Telecommunications Act of 1996
Dkt. No. A-311275 F7001


Dear Mr. McNulty:

Pursuant to your letter of December 6, 2004 in the above-captioned matter, enclosed is a true and correct signed copy of the parties' Interconnection Agreement, which is embodied in a letter of adoption, between the parties; that Agreement by adoption was approved by Order dated December 5, 2003. In addition, enclosed is a true and correct signed copy of Amendment No. 1 to the parties' Agreement; that Amendment also was approved by the December 5, 2003 Order. In addition, enclosed please find an electronic copy of the Agreement, and of the Amendment, in .pdf format. A copy of this cover letter also is being furnished to Ms. Bobbi Lathrop in the Office of Special Assistants.

Please do not hesitate to contact me if you have any questions regarding this matter.

BTL

Very truly yours,


Daniel E. Monagle

DEM/slb

Enclosures: Agreement with Amendment No. 1
Diskette

cc: Via UPS Overnight
Ms. Bobbi Lathrop (cover letter only)
Susan Riley, Cingular Wireless (cover letter only)

RECEIVED

DEC 17 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

5

Steven J. Pitterle
Director – Contract Negotiations
Wholesale Markets

DOCKETED
JUL 5 2005



600 Hidden Ridge HQE03B67
P.O. Box 152092
Irving, Texas 75038

Phone 972/718-1333
Fax 972/718-1279
steve.pitterle@verizon.com

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September 16, 2003

Mr. Michael F. Van Weelden
Director Wholesale Services
Southwestern Bell Mobile Systems, LLC dba Cingular Wireless
5565 Glenridge Connector, NE, Suite 1520
Atlanta, GA 30342

RECEIVED

DEC 17 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Mr. Van Weelden:

Verizon North Inc., f/k/a GTE North Incorporated (“Verizon”), a Wisconsin corporation, with principal place of business at 1717 Arch Street, Philadelphia, Pennsylvania 19103, has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the “Act”), Southwestern Bell Mobile Systems, LLC dba Cingular Wireless (“SBMS”), a Delaware Limited Liability Company, with principal place of business at 5565 Glenridge Connector, NE, Atlanta, Georgia 30342, wishes to adopt the terms of the Interconnection Agreement between Nextel Communications of the Mid-Atlantic, Inc. (“Nextel”) and Verizon that was approved by the Pennsylvania Public Utility Commission (the “Commission”) as an effective agreement in the Commonwealth of Pennsylvania, as such agreement exists on the date hereof after giving effect to operation of law (the “Terms”). I understand SBMS has a copy of the Terms. Please note the following with respect to SBMS’s adoption of the Terms.

1. By SBMS’s countersignature on this letter, SBMS hereby represents and agrees to the following five points:
 - (A) SBMS adopts (and agrees to be bound by) the Terms of the Nextel/Verizon agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Terms,

agrees that SBMS shall be substituted in place of Nextel Communications of the Mid-Atlantic, Inc. and Nextel in the Terms wherever appropriate.

- (B) Notice to SBMS and Verizon as may be required under the Terms shall be provided as follows:

To: Southwestern Bell Mobile Systems, LLC dba Cingular
Wireless
Attention: Carl Nickens
5565 Glenridge Connector, NE, Suite 1700
Atlanta, GA 30342
Telephone Number: 404-236-5544
Facsimile Number: 404-236-5575
Internet Address: carl.nickens@cingular.com

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972-718-5988
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1515 N. Court House Road
Suite 500
Arlington, VA 22201
Facsimile: 703-351-3664

- (C) SBMS represents and warrants that it is a FCC-licensed provider of two-way wireless service, and that its adoption of the Terms will cover services in Verizon North's service territory in the Commonwealth of Pennsylvania only.
- (D) In the event an interconnection agreement between Verizon and SBMS is currently in effect in the former GTE service territory within the Commonwealth of Pennsylvania (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be

construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.

- (E) Verizon's standard pricing schedule for interconnection agreements in the Commonwealth of Pennsylvania (as such schedule may be amended from time to time) (attached as Appendix 1 hereto) shall apply to SBMS's adoption of the Terms; provided, however, that if the Terms memorialize acceptance of Verizon's offer of an optional reciprocal compensation rate plan for non-Internet traffic subject to Section 251(b)(5) pursuant to the industry letter described in footnote 2 of this Letter, then the optional reciprocal compensation rate plan in the Terms shall apply to this adoption instead of the reciprocal compensation rates set forth in Appendix 1. SBMS should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of slightly different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
2. SBMS's adoption of the Nextel Terms shall become effective on September 30, 2003. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by an authorized officer of SBMS. The term and termination provisions of the Nextel/Verizon agreement shall govern SBMS's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on October 12, 2003.
 3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of SBMS's 252(i) election.
 4. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.

5. Verizon reserves the right to deny SBMS's adoption and/or application of the Terms, in whole or in part, at any time:
 - (a) when the costs of providing the Terms to SBMS are greater than the costs of providing them to Nextel;
 - (b) if the provision of the Terms to SBMS is not technically feasible; and/or
 - (c) to the extent that Verizon otherwise is not required to make the Terms available to SBMS under applicable law.

6. For avoidance of doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Internet Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.¹ Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Order*, not pursuant to adoption of the Terms.² Moreover, in light of the *FCC Internet Order*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.³ In fact, the *FCC Internet Order* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.⁴

7. Should SBMS attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.

8. In the event that a voluntary or involuntary petition has been or is in the future filed against SBMS under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or

¹ Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("*FCC Remand Order*") ¶44, remanded, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See *WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

² For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Internet Order* can be viewed at Verizon's Customer Support Website at URL www.verizon.com/wise (select Verizon East Customer Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

³ See, e.g., 47 C.F.R. Section 51.809(c).

⁴ *FCC Internet Order* ¶ 82.

composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and SBMS's adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of SBMS resulting from SBMS's adoption of the Verizon terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

SIGNATURE PAGE

Please arrange for a duly authorized representative of SBMS to sign this letter in the space provided below and return it to Verizon.

Sincerely,

VERIZON NORTH INC.

Steven J. Pitterle
Steven J. Pitterle
Director - Contract Negotiations
Wholesale Markets

9/24/03
(DATE)

Reviewed and countersigned as to points A, B, C, D and E of paragraph 1:

SOUTHWESTERN BELL MOBILE SYSTEMS, LLC DBA CINGULAR WIRELESS

Michael F. Van Welden
(SIGNATURE)

Michael F. Van Welden
(PRINT NAME)

9/18/03
(DATE)

c: R. Ragsdale - Verizon

PK SP
4/7

PENNSYLVANIA APPENDIX 1¹
V1.0

I. Rates and Charges for Transport and Termination of Traffic²

A Reciprocal Compensation Traffic Termination

Reciprocal Compensation Traffic End Office Rate: \$0.0030000♦ per minute of use.

Reciprocal Compensation Traffic Tandem Rate: \$0.0079536♦ per minute of use.

B The Tandem Transit Service Charge is \$0.0047856♦ per minute of use.

Transit Service Billing Fee – Five percent (5%) of the Tandem Transit Traffic Service Charges assessed during the billing period for Tandem Transit Traffic exchanged with the relevant third party carriers.

Transit Service Trunking Charge (for each relevant third party carrier) – For each DS1 equivalent volume³ (or portion thereof) of Tandem Transit Traffic exchanged with the relevant third party carrier during a monthly billing period: an amount equal to the total monthly rate for 24 channels (DS1 equivalent) for Switched Access, Access Tandem Dedicated Trunk Port DS1, as set forth in Verizon Tariff FCC No. 14, as amended from time to time.

C Entrance Facility and Transport for Interconnection Charges: *See Intrastate Special Access Tariff.*

¹ Certain of the rates and charges set forth within, as indicated by a "diamond" (♦), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between GTE and AT&T Communications, which was approved by the Commission in an Interim Order dated December 5, 1996, in Docket A-310125F0002. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties, and (2) that, for purposes of calculating Reciprocal Compensation Traffic, the arbitrated rates shall not apply to Internet Traffic. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Terms that applies to rates, including, but not limited to the Reservation of Rights language of the General Terms and Conditions. The Parties further agree that the Commission's Order in Docket A-310125F0002, to the extent such Order established the arbitrated rates, shall be deemed an arbitration decision associated with the Terms.

² All rates and charges specified herein are pertaining to the Interconnection provisions of the Terms.

³ A CCS busy hour equivalent of 200,000 combined minutes of use.

II. Blocks Of 100 Numbers

Installation Charge per 100 Numbers	\$75.00
Usage Compensation to SBMS, per Month, per Trunk	\$5.00

Blocks of 100 numbers are made available only to CMRS providers under the terms and conditions of the Terms. The Installation Charge applies to new blocks of numbers provided pursuant to the Terms. Only full blocks of 100 numbers will be provided. Number blocks are used in association with end office interconnection facilities obtained by SBMS. SBMS is solely responsible for the costs of interconnection facilities used in conjunction with blocks of 100 numbers. The Usage Compensation rate is the sole compensation to SBMS for Reciprocal Compensation Traffic terminating to SBMS over this interconnection arrangement. It applies per month, per DS0 trunk or equivalent.

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT
by and between

VERIZON NORTH INC.
F/K/A GTE NORTH INCORPORATED
and

SOUTHWESTERN BELL MOBILE SYSTEMS, LLC
D/B/A CINGULAR WIRELESS

RECEIVED
DEC 17 2004
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DOCUMENT
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FOR PENNSYLVANIA

This Amendment No. 1 (this "Amendment") is made this 30th day of September, 2003 (the "Effective Date") by and between Southwestern Bell Mobile Systems, LLC d/b/a Cingular Wireless, ("Cingular"), and Verizon North Inc., f/k/a GTE North Incorporated ("Verizon") (each of Verizon and Cingular being individually, a "Party" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, Verizon and Cingular are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Interconnection Agreement");

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

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

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

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JUL 5 2005

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

Article V, Section 2.3 of the Interconnection Agreement is deleted in its entirety.
Article VII, attached hereto, is added to the Interconnection Agreement.
Appendix D, attached hereto, is added to the Interconnection Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 30th day of September, 2003.

Southwestern Bell Mobile Systems, LLC
d/b/a Cingular Wireless

Verizon North Inc.

By: Michael F. Van Weelden

By: Jeffrey A. Masoner

Printed: Michael F. Van Weelden

Printed: Jeffrey A. Masoner

Title: Director Wholesale Services

Title: Vice President Interconnection
Services Policy & Planning

Date: 09/24/2003

OK 9/22

OK, m.f.
9-22-03

APPENDIX D
RATES AND CHARGES FOR E911

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>
DS1	Tariff	Tariff
DS0 911 Trunk	Tariff	Tariff
E911 Selective Router Ports		
Ports		
Per Trunk	\$260.00	\$54.12
ALI Database Services		
Centralized ALI Port		
Per System		
(for third party data – Note 1)		
ALISA	\$200.00	\$62.00
HP 3000 CO	\$200.00	\$63.44
PS ALI Software		
Per Package	\$640.80	\$20.00
ALI Gateway/DMARCS Service	\$135.00	\$36.00
Selective Router Boundary Maps		
Per Map	\$125.00	n/a
MSAG Copies via Diskette/Email		
Per County		
First Copy Per Order	\$276.00	n/a
Additional Copy on the same Order as the First Copy	\$37.00	n/a

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

**ARTICLE VIII
911/E-911 ARRANGEMENTS**

1. Wireless 911/E-911 Arrangements

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

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

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

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

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

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

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

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

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

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

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

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

2.7.4 911 Compensation

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

2.7.5 911 Rules and Regulations

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

2.8 NCAS

2.8.1 Trunking

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

2.8.2 Routing

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

2.8.3 Data

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

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

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

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

2.8.4 Miscellaneous

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

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

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

2.9 CAS

2.9.1 Trunking

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

2.9.2 Routing

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

2.9.3 Data

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

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

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

4. NENA Standards For Local Number Portability (LNP)

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

5. Reservation of Rights

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

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