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September 10, 2026

Chairman
Tennessee Public Utility Commission
502 Deaderick Street
Nashville, TN 37238

Re: Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T
Tennessee and New Cingular Wireless, PCS ("CLEC")
Docket No. 26-00089

Dear Chairman:

Enclosed for filing in the referenced docket is the original Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and CLEC. As required, included with this filing is the \$50 filing fee made payable to the Tennessee Public Utility Commission.

In accordance with Section 252(e) of the Telecommunications Act of 1996, the Tennessee Public Utility Commission is charged with approving or rejecting the negotiated Amendment between AT&T Tennessee and CLEC within 90 days of its submission. The Act provides that the Tennessee Public Utility Commission may only reject such an amendment if it finds that the amendment or any portion of the amendment discriminates against a telecommunications carrier not a party to the amendment or the implementation of the amendment or any portion of the amendment is not consistent with the public interest, convenience and necessity. CLEC and AT&T Tennessee aver that the Amendment is consistent with the standards for approval.

This Amendment implements the FCC's NG 911 Order.

AT&T Tennessee respectfully requests that the Commission approve the Amendment to the Agreement.

Sincerely,

/s/ Sally Briar

Sally Briar

Enclosures

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by
AT&T Tennessee and New Cingular Wireless, PCS*

Docket No. 26-00089

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN AT&T TENNESSEE AND NEW CINGULAR WIRELESS, PCS**

AT&T Tennessee ("AT&T") and New Cingular Wireless, PCS ("CLEC") file this request for approval of the Amendment to the Interconnection Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"). In support of their request, CLEC and AT&T state the following:

1. CLEC and AT&T have negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by AT&T and the resale of AT&T's telecommunications services to CLEC.

2. The parties have recently negotiated an amendment to the Agreement. The amendment implements the FCC's NG 911 Order. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, CLEC and AT&T are submitting their Agreement to the Tennessee Public Utility Commission for its consideration and approval. In accordance with Section 252(e) of the Act, the Tennessee Public Utility Commission is charged with approving or rejecting the negotiated Amendment to the Agreement between AT&T and CLEC within 90 days of its submission. The Act provides that the Tennessee Public Utility Commission may only reject such an agreement if it finds that the

agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience, and necessity.

4. CLEC and AT&T aver that the Agreement is consistent with the standards for approval.

5. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, AT&T shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

CLEC and AT&T respectfully request that the Tennessee Public Utility Commission approve the Amendment to the Agreement negotiated between the parties.

Respectfully submitted,

AT&T TENNESSEE

By: [/s/ Sally Briar](#)

Sally Briar
9020 Overlook Blvd, Room 201
Brentwood, Tennessee 37027
(630) 460-5833

CERTIFICATE OF SERVICE

I hereby certify that on September 10th, 2026, a copy of the foregoing document was served on the following, via the method indicated:

☐ Hand	New Cingular Wireless, PCS
☐ Mail	Carrier Relations Director
☐ Facsimile	1 AT&T Way 4A105
☐ Overnight	Bedminster, NJ 07921
☒ Electronic	dh6491@att.com

/s/ Sally Briar

Sally Briar

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY, LLC D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY, LLC D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY, LLC D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY, LLC D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY, LLC D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, LLC D/B/A AT&T WISCONSIN

AND

NEW CINGULAR WIRELESS PCS, LLC

Signature: eSigned - Kimberley A MeolaSignature: eSigned - Kristen E. ShoreName: eSigned - Kimberley A Meola
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: AVP - Technical Sourcing
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 03 Sep 2026Date: 04 Sep 2026**New Cingular Wireless PCS, LLC**

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company, LLC d/b/a AT&T INDIANA, Michigan Bell Telephone Company, LLC d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company, LLC d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company, LLC d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company, LLC d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, LLC d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ILLINOIS	---	---	6534
INDIANA	---	---	6206
OHIO	---	---	6337
WISCONSIN	---	---	6338

Description	ACNA Code(s)
ACNA(s)	SBM,AWL

**AMENDMENT TO THE AGREEMENT
BETWEEN
NEW CINGULAR WIRELESS PCS, LLC
AND**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA,
AT&T SOUTH CAROLINA, AND AT&T TENNESSEE; ILLINOIS BELL TELEPHONE COMPANY, LLC
D/B/A AT&T ILLINOIS; INDIANA BELL TELEPHONE COMPANY, LLC D/B/A AT&T INDIANA;
MICHIGAN BELL TELEPHONE COMPANY, LLC D/B/A AT&T MICHIGAN; NEVADA BELL
TELEPHONE COMPANY, LLC D/B/A AT&T NEVADA AND AT&T WHOLESALE; THE OHIO BELL
TELEPHONE COMPANY, LLC D/B/A AT&T OHIO; PACIFIC BELL TELEPHONE COMPANY D/B/A
AT&T CALIFORNIA; SOUTHWESTERN BELL TELEPHONE COMPANY, LLC D/B/A AT&T
ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA, AND AT&T TEXAS; AND
WISCONSIN BELL, LLC D/B/A AT&T WISCONSIN**

This Amendment (the Amendment) amends the Agreement by and between AT&T and WSP as shown in the attached Exhibit A. AT&T and WSP are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and WSP are Parties to the Agreement(s) as shown in the attached Exhibit A.

WHEREAS, upon notice from a Public Safety Answering Point (PSAP), AT&T will implement Phase 1 or Phase 2 of the FCC's NG911 Order and begin replacing the affected E911 Selective Routers with NG911 Delivery Point(s) (NG911 DPs); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC's NG911 Order; and

WHEREAS, WSP has changed its name and wishes to reflect that name change as set forth herein;

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

1. The Amendment is composed of the above recitals and the terms and conditions attached, all of which are incorporated by this reference and constitute a part of the Agreement. To the extent anything in this Amendment is inconsistent with the terms in the Agreement and prior amendments, the language in this Amendment governs.
2. The Parties agree as follows:
 - a. For Agreements with a 911/E911 Attachment – The Parties will replace the 911/E911 Attachment from the Agreement with the following Attachment - 911-E911.
 - b. For Agreements without a 911/E911 Attachment – The Parties will replace all the terms, conditions pertaining to 911/E911 from the Agreement with the following Attachment - 911-E911.
3. The rates for NG911 DP connectivity are posted on CLEC Online and are incorporated by reference. All existing ICA rates remain in full force and effect.
4. The Agreement is hereby amended to reflect the name change from "Old WSP Name" to "New WSP Name".
5. AT&T shall reflect that name change from "Old WSP Name" to "New WSP Name" only for the main billing account (header card) for each of the accounts previously billed to WSP. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, WSP affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by WSP with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
6. Once this Amendment is effective, WSP shall operate with AT&T under the "New WSP Name" name for those accounts. Such operation shall include, by way of example only, submitting orders under "New WSP Name", and labeling (including re-labeling) equipment and facilities with "New WSP Name". Any change in WSP's name including a change in the "d/b/a",

or due to assignment or transfer of this Agreement wherein only WSP's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a carrier Name Change under this Section. For any carrier Name Change, WSP is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. WSP must submit the appropriate service request to AT&T to update WSP's name on all applicable billing accounts (BANs), and WSP is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should WSP desire to change its name on individual circuits and/or End User records, WSP must submit the appropriate service request(s) to AT&T to update WSP's name on individual circuits and/or End User records, and WSP is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
10. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective upon filing by such Commission.

Exhibit A

AT&T ILEC (AT&T)	Old Wireless Service Provider Name	New Wireless Service Provider Name	Agreement Type	Dated	Wireless OCN
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	New Cingular Wireless PCS, LLC		251/252 wireless interconnection agreement	6/10/05	6203
Southwestern Bell Telephone Company, LLC d/b/a AT&T ARKANSAS	New Cingular Wireless PCS, LLC		251/252 wireless interconnection agreement	7/30/07	6681
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	New Cingular Wireless PCS, LLC		251/252 wireless interconnection agreement	7/30/07	----
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	New Cingular Wireless PCS, LLC		251/252 wireless interconnection agreement	6/10/05	----
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	New Cingular Wireless PCS, LLC		251/252 wireless interconnection agreement	6/10/05	6214
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS	New Cingular Wireless PCS, LLC		251/252 wireless interconnection agreement	7/30/07	6534
Indiana Bell Telephone Company, LLC d/b/a AT&T INDIANA	New Cingular Wireless PCS, LLC		251/252 wireless interconnection agreement	7/30/07	6206
Southwestern Bell Telephone Company, LLC d/b/a AT&T KANSAS	New Cingular Wireless PCS, LLC		251/252 wireless interconnection agreement	7/30/07	4038
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	New Cingular Wireless PCS, LLC		251/252 wireless interconnection agreement	6/10/05	6207
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	New Cingular Wireless PCS, LLC		251/252 wireless interconnection agreement	6/10/05	6208

AT&T ILEC (AT&T)	Old Wireless Service Provider Name	New Wireless Service Provider Name	Agreement Type	Dated	Wireless OCN
Michigan Bell Telephone Company, LLC d/b/a AT&T MICHIGAN	New Cingular Wireless PCS, LLC		251/252 wireless interconnection agreement	7/30/07	6335
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	New Cingular Wireless PCS, LLC		251/252 wireless interconnection agreement	6/10/05	6229
Southwestern Bell Telephone Company, LLC d/b/a AT&T MISSOURI	New Cingular Wireless PCS, LLC	New Cingular Wireless PCS, LLC d/b/a AT&T Mobility	251/252 wireless interconnection agreement	7/30/07	6029
Nevada Bell Telephone Company, LLC d/b/a AT&T NEVADA and AT&T Wholesale	New Cingular Wireless PCS, LLC	New Cingular Wireless PCS, LLC d/b/a AT&T Mobility	251/252 wireless interconnection agreement	7/30/07	----
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	New Cingular Wireless PCS, LLC		251/252 wireless interconnection agreement	6/10/05	----
The Ohio Bell Telephone Company, LLC d/b/a AT&T OHIO	New Cingular Wireless PCS, LLC	New Cingular Wireless PCS, LLC d/b/a AT&T Mobility	251/252 wireless interconnection agreement	7/30/07	6337
Southwestern Bell Telephone Company, LLC AT&T OKLAHOMA	New Cingular Wireless PCS, LLC		251/252 wireless interconnection agreement	7/30/07	----
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	New Cingular Wireless PCS, LLC		251/252 wireless interconnection agreement	6/10/05	----
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	New Cingular Wireless PCS, LLC		251/252 wireless interconnection agreement	6/10/05	6219
Southwestern Bell Telephone Company, LLC d/b/a AT&T TEXAS	New Cingular Wireless PCS, LLC		251/252 wireless interconnection agreement	7/30/07	6671
Wisconsin Bell, LLC d/b/a AT&T WISCONSIN	New Cingular Wireless PCS, LLC		251/252 wireless interconnection agreement	7/30/07	6338

ATTACHMENT – 911/E911

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1.0 Introduction

- 1.1 This Attachment sets forth terms and conditions by which AT&T-21STATE will provide WSP access to AT&T-21STATE's 911 Database, and where AT&T-21STATE is the designated 911 System Service Provider (911 SSP), how WSP will connect to the 911 System and how AT&T-21STATE will provide 911 Call completion from the AT&T-21STATE E911 Selective Router (E911 SR) or NG911 Delivery Point(s) (NG911 DP(s)) to a Public Safety Answering Point (PSAP).
- 1.2 AT&T-21STATE will only provide 911 service where AT&T-21STATE is the 911 SSP. The Federal Communications Commission (FCC) has, in FCC Docket 94-102, ordered that providers of CMRS make available to their end users certain 911 services, and has established clear and certain deadlines and by which said service must be available. Wireless E911 service access is compatible with WSP's Phase I and Phase II E911 obligations.
- 1.3 The FCC Phase 1 Basic SIP Implementation Order applies to connections when a 911 Authority is IP capable. AT&T-21STATE will provide Notice to WSP that it will be replacing an E911 SR with NG911 DP(s), and WSP will initiate a migration project to connect to the NG911 DP(s) in internet protocol format. Once WSP is delivering its originating service provider 911 traffic to the NG911 DP(s), WSP will refer to the AT&T-21STATE CLEC Online website (CLEC Online) for process information to request a project for disconnecting its 911 trunks from AT&T-21STATE's E911 SR.

2.0 Definitions

- 2.1 911 means a service that uses a universal telephone number to provide the public with access to a PSAP and includes Basic 911, i.e., only provides dispatcher response, and Enhanced 911 (E911), i.e., provides dispatcher response and uses an 911 Database to provide a visual display of the telephone number, name associated with telephone number, and location information associated with the telephone number.
- 2.2 911 Authority, as defined in FCC § 9.28, means a state, territorial, regional, Tribal, or local governmental entity that operates or oversees a communications network for the receipt of 911 traffic at NG911 DP(s) and for the transmission of such traffic from that point to PSAPs.
- 2.3 911 Call is a generic term referring to any request for public safety assistance, regardless of the media used to make that request. This term may appear in conjunction with specific media, such as "voice call," "video call," "text call," or "data-only call" when the specific media is of importance.
- 2.4 911 Database means a database which contains relevant 911 records for applicable PSAPs.
- 2.5 911 System means the network, database and customer premises equipment (CPE) components to provide 911 service.
- 2.6 911 System Service Provider (911 SSP) means an entity that provides systems and support necessary to enable 911 calling for one or more Public Safety Answering Points (PSAPs) in a specific geographic area. A 911 SSP may provide the systems and support for either E911 or NG911.
- 2.7 Automatic Location Identification (ALI) means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary Emergency Services information of the location from which a call originates.
- 2.8 Automatic Location Identification Database (ALI Database) means the emergency service (E911) database containing caller information. Caller information may include, but is not limited to, the WSP name, Call Back Number, and Cell Site/Sector Information.
- 2.9 Automatic Number Identification (ANI) means a signaling parameter that refers to the number transmitted through a network identifying a pANI. With respect to 911 and E911, "ANI" means a feature by which the pANI is automatically forwarded to the 911 Selective Routing Switch and to the PSAP's CPE for display.

- 2.10 Call Back Number means the Mobile Identification Number (MIN) or Mobile Directory Number (MDN), whichever is applicable, of WSP's wireless End User who has made a 911 Call, which may be used by the PSAP to call back WSP's wireless End User if a 911 Call is disconnected, to the extent that it is a valid, dialable number.
- 2.11 Call Path Associated Signaling (CAS) means a wireless 911 solution set that utilizes the voice transmission path to also deliver the Mobile Directory Number (MDN) and the caller's location to the PSAP.
- 2.12 Call Routing means the function of delivering the 911 Call to the appropriate PSAP.
- 2.13 Centralized Automatic Message Accounting (CAMA) trunk means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from the WSP's switch to an AT&T-21STATE E911 Selective Router.
- 2.14 Cell Sector means a geographic area defined by WSP (according to WSP's own radio frequency coverage data) and consisting of a certain portion or all of the total coverage area of a Cell Site.
- 2.15 Cell Sector Identifier means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.
- 2.16 Cell Site/Sector Information means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by WSP's wireless End User, and which may also include additional information regarding a Cell Sector.
- 2.17 Common Channel Signaling/Signaling System 7 Trunk (CCS/SS7 Trunk) or (SS7 Signaling) means a trunk that uses Integrated Services Digital Network User Part (ISUP) signaling to transmit ANI from WSP's switch to an AT&T-21STATE 911 Selective Routing Tandem.
- 2.18 Concurrent Call Sessions (CCS) refers to a situation where multiple calls or sessions are active simultaneously.
- 2.19 Database Management System (DBMS) means a system of manual procedures and computer programs used to create, store and update the data required to provide 911 Call Routing and ALI for 911 Systems.
- 2.20 E911 Selective Router (E911 SR) means the node in the 911 System that performs enhanced Call Routing for 911 Calls.
- 2.21 E911 Trunk means one-way terminating circuits which provide a trunk-side connection between WSP's Mobile Switching Center (MSC) and AT&T-21STATE 911 Tandem equipped to provide access to 911 services as technically defined in Telcordia Technical Reference GR145-CORE.
- 2.22 E911 Universal Emergency Number Service, also referred to as Expanded 911 Service or Enhanced 911 Service, (E911 Service) means a telephone exchange communications service whereby a PSAP answers telephone calls placed by dialing 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes ANI, ALI, and/or Selective Routing.
- 2.23 Emergency Service IP Network (ESInet) is a managed IP network that is used for emergency services communications, and which can be shared by all public safety agencies. It provides the IP transport infrastructure upon which independent application platforms and core services can be deployed, including, but not restricted to, those necessary for providing NG911 services. ESInets may be constructed from a mix of dedicated and shared facilities. ESInets may be interconnected at local, regional, state, federal, national, and international levels to form an IP-based internetwork (network of networks). The term ESInet designates the network, not the services that ride on the network.
- 2.24 Emergency Service Number (ESN) means a 3-to-5-digit number representing a unique combination of Emergency Services agencies designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates 911 Call Routing and transfer, if required, to the appropriate PSAP to dispatch the proper Emergency Services agency(ies).
- 2.25 Emergency Service Routing Digits (ESRD) is a digit string that uniquely identifies a base station, Cell Site, or sector that may be used to route emergency calls through the network in other than an NCAS environment.

- 2.26 Emergency Service Routing Key (ESRK) is a 10 digit routable, but not necessarily dialable, number that is used not only for routing but also as a correlator, or key, for the mating of data that is provided to the PSAP (e.g., 911 center) by different paths, such as via the voice path and ALI data path in an NCAS environment.
- 2.27 Emergency Services means police, fire, ambulance, rescue, and medical services.
- 2.28 End User for purposes of this Attachment only, means the 911 caller.
- 2.29 Ethernet Circuit means a high-speed dedicated connection that uses ethernet technology to transmit data, typically ranging from 1 Mbps to 10 Gbps, over various media.
- 2.30 FCC Phase 1 Basic SIP Implementation: FCC Order 24-78A1. WSPs must (i) deliver all 911 traffic bound for the relevant PSAPs in the IP-based Session Initiation Protocol (SIP) format requested by the 911 Authority, (ii) obtain and deliver 911 traffic to enable the ESInet and other NG911 network facilities to transmit all 911 traffic to the destination PSAP, (iii) deliver all such 911 traffic to one or more in-state NG911 DP(s) designated by the 911 Authority, and (iv) complete connectivity testing to confirm that the 911 Authority receives 911 traffic in the IP-based SIP format requested by the 911 Authority. WSPs are not required to originate 911 traffic in an IP format and therefore may use a legacy TDM-to-IP gateway (LNG) to achieve compliance with these Phase 1 Basic SIP requirements.
- 2.31 FCC Phase 2 i3 Implementation: FCC Order 24-78A1. WSPs must deliver all 911 traffic bound for the relevant PSAPs to NG911 DP(s) designated by the 911 Authority in an IP-based SIP format that complies with NG911 commonly accepted standards identified by the 911 Authority, including having location information embedded in the call signaling using Presence Information Data Format – Location Object (PIDF-LO) or its functional equivalent. WSPs must also install and put into operation all equipment, software applications, and other infrastructure necessary to use a Location Information Server (LIS) or its functional equivalent for the verification of its customer location information and records, or else to acquire such services. In addition, WSPs must complete connectivity testing to confirm that the 911 Authority receives 911 traffic in the IP-based SIP format that complies with the identified NG911 commonly accepted standards.
- 2.32 Hybrid CAS means a wireless 911 solution set that utilizes one transmission path to deliver the voice and Mobile Directory Number (MDN) to the PSAP and a separate transmission path to deliver the callers location information to the PSAP.
- 2.33 Master Street Address Guide (MSAG) is a database of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of 911 Calls.
- 2.34 Mobile Directory Number (MDN) means a 10-digit dialable directory number used to call a Wireless Handset.
- 2.35 Mobile Identification Number (MIN) means a 10-digit number assigned to and stored in a Wireless Handset.
- 2.36 National Emergency Number Association (NENA) is a not-for-profit corporation established in 1982 that educates, sets standards, provides certification programs, legislative representation, and technical assistance for implementing and managing 911 Systems.
- 2.37 NG911 Delivery Point (NG911 DP), as defined in FCC § 9.28, means a geographic location, facility, or demarcation point designated by a 911 Authority where an originating service provider will transmit and deliver 911 traffic in an IP format to ESInets or other NG911 network facilities.
- 2.38 NG911 Transport Facility(ies) is a digital circuit that connects switches and/or networks together.
- 2.39 Non-Call Path Associated Signaling (NCAS) means a wireless 911 solution set that utilizes one transmission path to deliver the voice and a separate transmission path to deliver the Mobile Directory Number and the caller's location to the PSAP.
- 2.40 Phase I - as defined in CC Docket 94-102. Phase I data includes the Call Back Number and the associated 911 ALI.
- 2.41 Phase II - as defined in CC Docket 94-102. Phase II data includes XY coordinates, confidence factor and certainty.

- 2.42 Pseudo Automatic Number Identification (pANI) means a 10-digit number used to support routing of wireless and Voice over Internet Protocol (VoIP) 911 Calls.
- 2.43 Public Safety Answering Point (PSAP) means a physical or virtual entity where 911 Calls are delivered by the 911 SSP. A 911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis.
- 2.44 Selective Routing means a process by which 911 Calls are routed to the appropriate PSAP or other designated destination, based on the caller's location information, and may also be impacted by other factors, such as time of day, call type, etc. Location may be provided in the form of an MSAG-valid civic address or in the form of geo coordinates (longitude and latitude). Location may be conveyed to the system that performs the selective routing function in the form of ANI or pseudo-ANI associated with a pre-loaded ALI Database record (in Legacy 911 Systems), or in real time in the form of a Presence Information Data Format – Location Object (PIDF-LO) (in NG911 Service) or whatever forms are developed as 911 continues to evolve.
- 2.45 Shell Record means a partial ALI record which requires a dynamic update of the ESRK, Call Back Number, Cell Site/Sector Information for a Phase I deployment, and XY location data for a Phase II deployment. The dynamic update requires input from WSP's network prior to updating the ALI record and forwarding to the appropriate PSAP.
- 2.46 Wireless Handset means the wireless equipment used by a wireless end user to originate or to receive wireless calls.

3.0 AT&T-21STATE Responsibilities

- 3.1 AT&T-21STATE will provide and maintain equipment and NG911 Transport Facilities to provide 911 Call Routing and the DBMS to provide WSP with access to the 911 System as described in this Attachment.

3.2 Call Routing:

- 3.2.1 AT&T-21STATE will route 911 Calls from the E911 SR or NG911 DP(s) to the designated Primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
- 3.2.2 When routing a 911 Call and where AT&T-21STATE is the ALI Database provider, in a Phase I application, AT&T-21STATE will forward the Phase I data as provided by WSP and in a Phase II application, where Phase II service has been initiated by the PSAP, AT&T-21STATE will forward the Phase I and Phase II data as provided by WSP. AT&T-21STATE will forward the ANI for the calling party number it receives from WSP and the associated ALI to the PSAP for display. If WSP does not forward the ANI, AT&T-21STATE will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If WSP forwards the ANI, but there is no ALI record in the 911 DBMS, AT&T-21STATE will report the "No Record Found" condition to the WSP in accordance with NENA standards.
- 3.2.3 When WSP is ready for an FCC Phase 2 i3 Implementation, the Parties will migrate to a Phase 2 i3 Implementation and replace the process outlined in Section 3.2.2, which will incorporate a LIS.

3.3 Facilities and Trunking:

- 3.3.1 AT&T-21STATE will provide and maintain sufficient dedicated 911/E911 trunks from an E911 SR(s) and sufficient bandwidth from an NG911 DP(s), as applicable, to the PSAP, according to its tariffs and documented specifications of the 911 Authority.
- 3.3.2 After receiving WSP's order, AT&T-21STATE may provide, and WSP agrees to pay for, transport facilities required for 911/E911 trunk termination. Transport facilities will be governed by the applicable AT&T-21STATE publication or contract.
- 3.3.3 AT&T-21STATE will be responsible for the coordination and restoration of all 911 network maintenance problems on its side of the point of interconnection (POI) or NG911 DP(s).

3.4 Database:

- 3.4.1 Where AT&T-21STATE manages the 911 Databases and WSP deploys a CAS, Hybrid-CAS Solution, and/or NCAS utilizing AT&T-21STATE 911 DBMS, AT&T-21STATE will:

- 3.4.1.1 provide WSP access to the 911 Database to store WSP's End User 911 records (i.e., the name, address and associated telephone number(s)) and Shell Records in the electronic data processing database for the E911 DBMS.
- 3.4.1.2 coordinate access to the AT&T-21STATE 911 DBMS for the initial loading and updating of the WSP's End User 911 records.
- 3.4.1.3 manage the 911 Database and accept electronically transmitted files in accordance with NENA standards. Manual (i.e., facsimile) entry will be utilized only when the DBMS is not functioning properly.
- 3.4.2 WSP's designated third-party provider may perform the above database functions.
- 3.4.3 Where AT&T-21STATE manages the 911 and 911 Databases and WSP deploys an NCAS solution, AT&T-21STATE will provide a copy of the static MSAG received from the appropriate 911 Authority, to be utilized for the development of ALI Shell Records.

4.0 WSP Responsibilities

4.1 Call Routing:

- 4.1.1 WSP will route its End User 911 Calls from WSP's MSC to the appropriate E911 SR or NG911 DP(s).
- 4.1.2 Depending upon the network service configuration, WSP will forward the ESRD and the MDN of the party calling 911 or the ESRK associated with the specific Cell Site and sector to the AT&T-21STATE E911 SR or NG911 DP(s), as applicable.

4.2 Facilities and Trunking:

- 4.2.1 WSP will follow the ordering criteria and guidelines for access to the E911 SR or NG911 DP(s) located on CLEC Online and incorporated here by reference.
- 4.2.2 WSP is responsible for procuring transport facilities to connect to the E911 SR (e.g., T1, T3) or NG911 DP(s) (e.g., Ethernet Circuit), whether directly or indirectly.
- 4.2.3 WSP will be responsible for determining and maintaining facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the WSP's MSC and the E911 SR or NG911 DP(s).
- 4.2.4 WSP acknowledges that its End Users in a single local calling scope may be served by different E911 SRs or NG911 DP(s), and WSP is responsible for providing facilities to route 911 Calls from its End Users to the proper E911 SR or NG911 DP(s).
- 4.2.5 WSP will order and maintain sufficient facilities or NG911 Transport Facilities and capacity to route WSP's originating 911 Calls from the WSP's MSC to the designated E911 SR or NG911 DP(s) (i.e., 911/E911 Trunks to the E911 SR and Concurrent Call Sessions to the NG911 DP(s)).
- 4.2.6 WSP or its agent, will order and maintain a minimum of 2 dedicated one-way 911/E911 Trunk(s) from WSP's MSC to each E911 SR. Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement CCS/SS7 trunks rather than CAMA (MF) trunks. WSP will order 2 one-way NG911 Transport Facilities to diverse NG911 DP(s) (e.g., Ethernet Circuit). If the FCC changes the rule and requires diversity into the NG911 DP(s), WSP agrees it will comply with the new requirements.
- 4.2.7 If required by the 911 Authority, WSP is responsible for ensuring the deployment of Diverse Facilities regardless of whether WSP connects directly to the E911 SR or NG911 DP(s) or through an alternative 911 network arrangement. AT&T-21STATE recommends WSP maintain Diverse Facilities.
- 4.2.8 WSP will engineer its 911/E911 Trunks to an E911 SR to maintain a minimum P.01 grade of service as measured using the time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (using Medium day-to-day Variation

and 1.0 Peakedness factor), or other minimum grade of service as required by Applicable Law. WSP is responsible for using standard industry practices to calculate the desired number of Concurrent Call Sessions.

- 4.2.9 AT&T-21STATE strongly recommends WSP obtains Telecommunications Service Priority (TSP) codes for priority restoral.
- 4.2.10 To implement E911 Service, WSP or its agent is responsible for ordering the appropriate data circuit as specified by AT&T-21STATE technical reference located on CLEC Online, from WSP's MSC to the appropriate AT&T-21STATE ALI server where AT&T-21STATE is the designated ALI Database provider. WSP may order such data circuit from AT&T-21STATE or vendor of WSP's choice.
- 4.2.11 WSP will monitor its 911 circuits for the purpose of determining originating network traffic volumes. If WSP's traffic study indicates that additional circuits are needed to meet the current level of 911 Call volumes, WSP will request additional circuits from AT&T-21STATE.
- 4.2.12 WSP will cooperate with AT&T-21STATE to promptly test all 911 trunks and facilities between WSP's network and the E911 SR to assure proper functioning of 911 service. WSP will not turn up live traffic until both Parties have completed testing of 911/E911 Trunks. WSP will comply with any Commission directives regarding 911 Transport Facility and/or 911/E911 trunking requirements.
- 4.2.13 WSP is responsible for the isolation, coordination and restoration of all 911 facility and trunking network maintenance problems on its side of the POI or NG911 DP(s). WSP is responsible for advising AT&T-21STATE of the 911/E911 Trunk identification and that the trunks are dedicated for 911 Calls when notifying AT&T-21STATE of a failure or outage. The Parties will work cooperatively and expeditiously to resolve any 911 outage. AT&T-21STATE will refer network trouble to WSP if no defect is found in AT&T-21STATE's 911 network. The Parties will manage 911 network problem resolution expeditiously. WSP is responsible for working with the IP transport provider to resolve any technical issues, connectivity and operation of the circuits.
- 4.2.14 If AT&T-21STATE is displaced as the designated 911 SSP or if the WSP is migrating to an IP connection:
 - 4.2.14.1 WSP is responsible for informing AT&T-21STATE within 30 days of migrating its 911 traffic to the NG911 DP(s).
 - 4.2.14.2 WSP is responsible for performing the appropriate network analysis and issuing orders to disconnect from the AT&T-21STATE E911 SR within 90 days of migrating to the NG911 DP(s).
 - 4.2.14.3 If WSP fails to inform AT&T-21STATE within 90 days of migrating to an IP connection to the NG911 DP(s) and WSP has not submitted a valid order to disconnect the trunks within 30 days, then AT&T-21STATE will "busy out" the trunks.
 - 4.2.14.4 AT&T-21STATE will continue to charge and WSP will continue to pay until WSP's disconnect order is completed.

4.3 Database:

- 4.3.1 Where AT&T-21STATE is the 911 SSP, and WSP deploys a CAS or Hybrid CAS Solution utilizing AT&T-21STATE 911 DBMS:
 - 4.3.1.1 Once the 911 connection between WSP and an E911 SR(s) or NG911 DP(s) is established and tested, WSP or its agent will provide WSP's End User 911 Shell Records, and all associated records (i.e., NPA NXX table form and MPC Cross Reference form) to AT&T-21STATE for inclusion in AT&T-21STATE's DBMS on a timely basis. WSP will provide Selective Router and MPC Cross Reference tables on a timely basis in an electronic format based upon established NENA standards and as directed in the Wireless E911 Carrier Guide. WSP or its agent will provide initial and ongoing updates of WSP's ALI records in electronic format based upon established NENA standards.

- 4.3.1.2 WSP or its agent will provide initial and ongoing updates of WSP's End User 911 records that are Master Street Address Guide (MSAG) valid in electronic format based upon established NENA standards.
- 4.3.1.3 WSP will use a Company/NENA ID, i.e., a company identifier that allows 911 centers to quickly identify the telephone company or access infrastructure provider responsible for a particular telephone number, on all WSP End User 911 Shell Records in accordance with NENA standards. The Company/NENA ID is used to identify the WSP of record in facility configurations.
- 4.3.1.4 WSP is responsible for providing AT&T-21STATE updates to 911 Database; in addition, WSP is responsible for correcting any errors that may occur during the entry of its data, as reflected on the status and error report, to the AT&T-21STATE DBMS.
- 4.3.1.5 If WSP's service is in a split wire center, then WSP will continue to administer 911 records in both 911 Databases.
- 4.3.1.6 When AT&T-21STATE is no longer the database provider, WSP is responsible for migrating its end-user ALI records into the new database provider. Once the database migration is complete, WSP is responsible for removing its end-user ALI records from the AT&T-21STATE 911 Database.

4.4 Other:

- 4.4.1 In the event that there is a valid 911 Phase II PSAP request, WSP will notify AT&T-21STATE 911 Account Manager at least five (5) months prior to WSP's proposed Phase II implementation state.

5.0 **911 Surcharge Remittance to PSAP**

- 5.1 WSP is responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate PSAP or other governmental authority responsible for collecting such fees and surcharges. AT&T-21STATE is not responsible for collecting or remitting applicable 911 surcharges or fees to municipalities or government entities where such surcharges or fees are assessed by the municipality or government entity; and

6.0 **Methods and Practices**

- 6.1 With respect to all matters covered by this Attachment, each Party will comply with: (i) all FCC and applicable State Commission rules and regulations, (ii) any requirements imposed by any governmental authority, (iii) the terms and conditions of AT&T-21STATE's tariff(s) and (iv) the principles expressed in the recommended standards published by NENA. AT&T-21STATE wireless 911 customer guides are located on the AT&T-21STATE Prime Access website.

7.0 **Contingency**

- 7.1 The 911 System as provided herein is for the use of the 911 Authority, which has the authority to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T-21STATE and WSP.

8.0 **Basis of Compensation**

- 8.1 For the TDM arrangement, WSP will compensate AT&T-21STATE for the elements described in the Pricing Schedule at the rates set forth in the Pricing Sheet(s). Rates for access to 911 and 911 Databases, connectivity and call routing of 911 Call completion to a PSAP are set forth in the Pricing Sheet(s) or applicable AT&T-21STATE Commission-approved access tariff. Charges for E911 Service will begin once the 911 trunks are installed, successfully tested between WSP's network and AT&T-21STATE E911 SR(s) and accepted by WSP.
- 8.2 For the IP Capable PSAP arrangement, WSP will compensate AT&T-21STATE for the NG911 DP(s) elements at the rates set forth in the Pricing Sheet(s) on CLEC Online. Pursuant to the FCC Order, Appendix A Final Rules, § 9.33(a) (1), OSPs will be required to pay a charge for the ingress of 911 Calls into the NG911 DP(s). These charges will include a NG911 IP Port Access Charge(s), Concurrent Call Sessions, and NG911 DP(s) FCC Phase 1 Basic SIP Implementation Charge(s).