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Before the

Federal Communications Commission

Washington, D.C. 20554

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of	)	
	)	
Revision of the Commission's Rules To Ensure Compatibility with Enhanced 911 Emergency Calling Systems	)))	CC Docket No. 94-102

To: Chief, Wireless Telecommunications Bureau

REPLY COMMENTS OF QWEST WIRELESS, LLC

Qwest Wireless, LLC ("Qwest Wireless") hereby replies to comments submitted regarding the request filed by the King County, Washington E-911 Program Office regarding enhanced 911 ("E911") Phase I implementation in the State of Washington.[1] The record in this proceeding supports Bureau confirmation that the wireless switch is the demarcation point for separating the respective E911 financial responsibilities of carriers and PSAPs. PSAPs' arguments to the contrary should be rejected.

I. THE WIRELESS SWITCH IS THE APPROPRIATE DEMARCATION POINT FOR DETERMINING CARRIER AND PSAP COST OBLIGATIONS

Qwest Wireless and other carriers demonstrated in their comments that the wireless switch is the appropriate demarcation point for purposes of determining wireless carriers' and

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[1] Public Notice, *Wireless Telecommunications Bureau Seeks Comment on Phase I E911 Implementation Issues*, CC Docket No. 94-102, DA 00-1875 (rel. Aug. 16, 2000), 65 Fed. Reg. 51831 (Aug. 25, 2000) ("Public Notice"); Letter from Marlys R. Davis, E-911 Program Manager, King County, Washington, to Thomas J. Sugrue, Chief, Wireless Telecommunications Bureau, dated May 25, 2000, at 2 ("King County Letter").

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PSAPs' respective E911 deployment and funding obligations. PSAPs are responsible for facilities and equipment beyond the wireless carrier's switch, consistent with the Commission's rules and the record in this proceeding.[2] While some PSAPs characterize certain software upgrades as being "in the MSC,"[3] a basic diagram of the E911 network configuration demonstrates that such upgrades lie beyond the wireless switch.[4] Also, Bureau grant of King County's new interpretation of carrier E911 cost obligations would exceed the authority delegated it by the Commission.[5] Wireline precedent and practice further support a demarcation point at the wireless switch, as indicated by existing LEC tariffs and PSAP-LEC relationships.[6] Finally, comments confirm that there is no need to redefine or revisit LECs' role in Phase I deployment.[7]

Importantly, the comments also demonstrate that while alternative arrangements can be pursued, the wireless switch is the appropriate demarcation point where such arrangements are not possible. As Qwest Wireless stated, "a carrier is not precluded from voluntarily contributing

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[2] Qwest Wireless Comments at 7-14; AT&T Wireless Comments at 2-3; CTIA Comments at 3-5; Powertel Comments at 2-3; Sprint PCS Comments at 5-11; U S Cellular Comments at 3; Verizon Wireless Comments at 5-8; VoiceStream Comments at 6-10.

[3] *See* Comments of NENA, NASNA and APCO at 4 ("NENA, *et al.*"); Texas CSEC Comments at 4.

[4] *See* Facsimile Transmission from Marlys Davis, E911 Program manager, King County, to Blaise Scinto, Wireless Telecommunications Bureau, dated June 21, 2000 (placed in CC Docket No. 94-102).

[5] *See* Qwest Wireless Comments at 6; Verizon Wireless Comments at 7-8; VoiceStream Comments at 5.

[6] *See* Qwest Wireless at 12-13; CTIA at 5; Sprint PCS Comments at 8-9; Verizon Wireless Comments at 3-4; VoiceStream Comments at 10-11; *see also* Powertel Comments at 3-4.

[7] *See* Qwest Wireless Comments at 14-15; Verizon Telephone Companies Comments at 2-3.

to a PSAP's deployment efforts" and "such voluntary assistance is very different from now seeking to impose new mandatory carrier obligations by changing existing requirements."[8]

II. HOLDING CARRIERS FINANCIALLY RESPONSIBLE FOR FACILITIES AND SERVICES BEYOND THE WIRELESS SWITCH IS INCONSISTENT WITH THE RECORD IN THIS PROCEEDING AND WIRELINE PRECEDENT

PSAP organizations' arguments that carriers are responsible for facilities beyond the wireless switch are without basis in the record and would improperly hold carriers financially responsible for facilities and services provided for the PSAPs' E911 network. Moreover, PSAP organizations' recommendations are, by their own admission, without foundation in wireline precedent. Finally, Qwest Wireless also addresses below certain additional issues raised by carriers in the initial comments.

A. PSAP Organizations' Arguments Are Without Record Basis

In its comments, Qwest Wireless demonstrated that the record in this proceeding underscores carriers' reasonable view that PSAPs remain responsible for the costs of upgrading the E-911 network.[9] NENA, *et al.* cite to statements made by King County and two carriers earlier in the proceeding which they claim purportedly support their argument that carriers should be deemed responsible for certain costs beyond the wireless switch.[10] A review of these comments, however, does not support their conclusion. King County's earlier comments discussed certain "technical components of Phase I service" for which the County had sought cost data from carriers; King County did not assert that such costs are exclusively to be borne by

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[8] Qwest Wireless Comments at 9-10; CTIA Comments at 2-3; Verizon Wireless Comments at 4, n.7; *see also* AT&T Wireless Comments at 3, n.6; VoiceStream Comments at 9.

[9] Qwest Wireless Comments at 6-10.

[10] NENA, *et al.* at 4-5, 9-11.

wireless carriers.[11] Moreover, King County's concern in those comments was that wireless costs "exceeded the cost of *wireline E911 service*" -- which, as demonstrated in Qwest Wireless' and other parties' comments, are paid for by PSAPs themselves.[12]

The carrier comments on which NENA, *et al.* rely similarly do not purport to represent whether carriers should be responsible for certain costs of upgrading the E911 network.[13] Indeed, as Qwest Wireless and numerous other commenters have pointed out, a precise "demarcation point" between carrier and PSAP costs was not as important prior to the *Second Memorandum Opinion and Order*, as carriers were provided full cost recovery prior to that time.[14] These comments therefore do not address the Bureau's inquiry in the Public Notice.[15] Instead, as Qwest Wireless demonstrated in its comments, the record on which the Commission relied in affirming PSAPs' continued financial obligations for the E911 network confirms that *PSAPs* are responsible for their E911 network costs beyond the wireless switch.[16]

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[11] *See* King County Comments in CC Docket No. 94-102, filed August 3, 1999, at 4-5.

[12] *See id.* at 5 (emphasis added); *supra* notes 2, 6 and accompanying text.

[13] NENA, *et al.* at 9-11 (*citing* Nextel Comments in CC Docket No. 94-102, filed September 14, 1999, at 9-10, and U S Cellular Comments in CC Docket No. 94-102, filed September 15, 1999, at 12).

[14] Qwest Wireless Comments at 9-10; VoiceStream Comments at 11-12; *see also* Verizon Wireless Comments at 4 n.7; U S Cellular at 4 n.4.

[15] For this reason also, NENA, *et al.*'s suggestion that carrier data submitted to states prior to the *Second MO&O* "would be useful" is flawed. *See* NENA, *et al.* at 10-11.

[16] *See* Qwest Wireless Comments at 4-5, nn.9-10, 13 (*citing* Report of CTIA, APCO, NENA, and NASNA, CC Docket No. 94-102, filed Aug. 9, 1999, at 15, and CTIA Comments in CC Docket No. 94-102, filed September 14, 1999, at 2).

B. PSAPs' Casual Rejection of Wireline Precedent Is Without Record Support

In the Public Notice, the Commission sought comment on "rationale or precedent, based on the implementation of wireline E911 networks, for a particular division of costs among carriers and PSAPs" in the wireless context.[17] Carriers demonstrated that wireline precedent supports a demarcation point at the wireless switch -- the wireline equivalent of the end office.[18] While PSAPs do not dispute carriers on this matter, they contend that the Commission should disregard such precedent. As discussed below, their arguments should be rejected.

Not surprisingly, NENA, *et al.* address this issue only in cursory fashion, asserting that wireline precedents are not "essential in implementing wireless E9-1-1."[19] One basis for their conclusion is that some states have agreed that wireline reimbursement arguments should govern, while others have not. This simply reiterates the very difference of opinion between states that inspired the Public Notice, and is not responsive to the Bureau's inquiry.

NENA, *et al.* also assert that carriers should bear such costs because "there is no customer relationship between the PSAP and the wireless carrier" and because CMRS carriers' rates are unregulated.[20] The Bureau should reject this argument for the "red herring" that it is. As Qwest Wireless and other carriers demonstrated, for both wireline and wireless E911 service it is

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[17] Public Notice at 2.

[18] *See* Qwest Wireless Comments at 12-13; Verizon Wireless Comments at 3-4; VoiceStream Comments at 10-11; *see also* Sprint PCS Comments at 9.

[19] NENA, *et al.* Comments at 14. The Texas CSEC's discussion of the wireline context is more terse but similarly flawed. *See* Texas CSEC Comments at 4-5.

[20] NENA, *et al.* Comments at 14-15.

essential that the PSAP acquire certain facilities and functionalities.[21] The entity from whom the PSAP acquires such facilities and functionalities -- whether the ILEC, the wireless carrier, or a third party vendor -- is immaterial to the question of whether the PSAP should pay for them.

King County, on one hand, argues that the E911 selective router "has already been established as the demarcation point between the existing E911 system and other telecommunications systems," but then acknowledges that "PSAPs pay for the selective routing, network, and data base components of the E911 service from the LEC end offices to the PSAPs."[22] King County attempts to salvage its contradictory conclusions with reasoning similar to NENA, *et al.* -- *i.e.*, because CMRS carriers' rates are unregulated, they should be deemed responsible for certain costs of upgrading the PSAPs' E911 network.[23] However, as discussed above, the Bureau should reject such reasoning. Like LECs, wireless carriers incur costs in upgrading the PSAP's E911 network and, like LECs, wireless carriers should be compensated for such costs -- regardless of how their rates are regulated.[24]

C. Miscellaneous Comments

Sprint PCS. Qwest Wireless generally agrees with the comments submitted by Sprint PCS. In rebutting King County's assertion that PSAPs "are capable of receiving the Phase I information over the existing E911 network, and displaying the information on the existing E911 equipment," however, Sprint PCS states that "the existing E911 network in King County is not

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[21] *See* Qwest Wireless Comments at 10-13, n.26; Sprint PCS Comments at 12; Verizon Wireless Comments at 3-4; VoiceStream Comments at 6-11; *see also* AT&T Wireless Comments at 3.

[22] King County Comments at 1, 3.

[23] King County Comments at 2-3; *see also* Texas CSEC Comments at 2-3.

[24] *See* Sprint PCS Comments at 13.

capable of transporting twenty digits."[25] For clarification purposes, Qwest Wireless notes that Qwest Corporation does, in fact, offer the facilities needed to provide either a CAS or NCAS solution; where such facilities are not available, they can be acquired by the PSAP pursuant to Qwest Corporation's Washington tariff. As Sprint PCS notes later in its comments, Qwest Corporation "has a product capable of . . . a twenty-to-eight digits conversion (and it can use the services of other firms as well), but King County does not want to purchase these services.[26]

Nextel/SBC Wireless. Nextel describes certain costs for facilities and services beyond the wireless switch that it has agreed to pay for as "within Nextel's control."[27] SBC Wireless similarly indicates that it controls the ALI delivery functions and "the dimensioning and maintenance of interconnections between the wireless switch and the LEC, as well as mobile caller number and location information."[28] To the extent that Nextel and SBC Wireless have agreed to cover such costs beyond the wireless switch, it should be a truism that they will, in such cases, have a commensurate degree of control over such facilities. Numerous commenters have demonstrated, however, that the E911 network is deployed according to PSAP requirements. Thus, absent a voluntary arrangement to the contrary, such facilities are and should remain the responsibility of the PSAP. Also, while Nextel describes the LEC's selective router as the typical point at which the wireless carrier interconnects with the ILEC, Nextel here is describing the wireless carrier's *commercial* network, not the PSAP's E911 network. E911 service requires the deployment of additional facilities and services for the PSAP (and consistent

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[25] *See id.* at 5.

[26] *Id.* at 7.

[27] Nextel Comments at 1-2.

[28] SBC Wireless Comments at 2-3.

with PSAP requirements) beyond those required for commercial service. Nextel's analogy is mistaken.

CONCLUSION

For the foregoing reasons and as discussed in its comments, Qwest Wireless submits that given the record in this docket, and the authority delegated to the Bureau to resolve King County's request, the Bureau should affirm that the wireless switch is the appropriate demarcation point for determining wireless carriers' and PSAPs' respective E911 funding obligations.

Respectfully submitted,

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