

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

MAY - 3 2001

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)

Petition of Richardson, Texas)

CC Docket 94-102
(DA 01-886)

REPLY COMMENTS OF NENA

The National Emergency Number Association ("NENA") hereby replies to the comments of others in the captioned proceeding. The legal issue is how to interpret the language of Section 20.18(j) of the Rules. The regulation makes the wireless enhanced 9-1-1 caller identification and location requirements of prior paragraphs applicable

only if the administrator of the designated Public Safety Answering Point has requested the services required under those paragraphs and is capable of receiving and utilizing the data elements associated with the service, and a mechanism for recovering the Public Safety Answering Point's costs of the enhanced 911 service is in place.

The North Carolina Board correctly points out the differences in verb tense which appear to allow the PSAP's request to be prior in time to its readiness. That is, a PSAP which "is capable of receiving and utilizing" the E9-1-1 data elements already "has requested" the delivery of those elements by the carrier. (Comments, 2-3) The regulation is permissive because it does not compel that order of PSAP actions. A given PSAP might choose to complete its preparations for receipt and use of the data elements before making its request for service to the wireless

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carrier. Nevertheless, subsection (j) permits a PSAP request prior to its readiness – the fair implication being that the PSAP will be ready by the time the carrier is required to deliver.

The wireless carriers read the rule as commanding the PSAP to be completely ready to receive and utilize before requesting service. The carriers look for support in sentences taken out of context from legislative history. The closest they come, in our view, is the following, from the revised cost recovery order released in December of 1999:

Carriers cannot fulfill their obligations, however, unless and until the States' 911 systems are capable of receiving and utilizing the E911 information so that PSAPs can make a valid request for the service.¹

The words “so that” could be read to place a temporal order on the PSAPs' actions, with the “capable of receiving” intended to precede the “valid request.”

There are three reasons for the FCC to reject the carriers' reading. First, the language of the rule itself, at Section 20.18(j), clearly permits a reversal of that temporal order, with the request preceding the completion of readiness. When there is doubt, the wording of the regulation itself controls.² Second, the quote from the revised cost recovery order is lifted from its context, which is the need for PSAP cost recovery. The Commission was more concerned to send a message to state and local governments than it was to specify an order of PSAP conduct. Paragraph 67 concludes: “State or local governments, as well as carriers, should use their best cooperative efforts in funding public 911 systems.” Finally, taking Section 20.18(j) as a permissive text, the language from the revised cost recovery order can and should be read simply

¹ Second Memorandum Opinion and Order, CC Docket 94-102, 14 FCC Rcd 20850, at ¶67, cited by Cingular (Comments, 3) and Verizon (Comments, 5).

² Deference to an administrative agency's interpretation of its own regulations may be withheld if an “alternative reading is compelled by the regulation's plain language.” *Thomas Jefferson University v. Shalala*, 512 U.S. 504, 512 (1994).

as explaining one sequence of steps – readiness followed by request – without forbidding the reverse order allowed by subsection (j) itself.

To NENA’s knowledge, the FCC has never interpreted the rule in a precedential order.³ Thus, the agency is free to construe the regulation in a fashion best meeting its policy objective of swift implementation of wireless E9-1-1 services.⁴ To the extent this becomes a novel question not suitable for disposition by the Wireless Bureau, as some carriers opine, then let the full Commission decide.

The wireless carriers prove too much when they assert that premature PSAP requests actually will hinder rather than help speed implementation. Most PSAPs, they assert, don’t know when they are, or will be, ready. (Sprint Comments, section II) Carried to its logical extreme, however, this line of argument would mandate a PSAP “pre-request,” as it were, to trigger a period of information exchange and collaboration eventually leading to complete PSAP readiness.⁵ Only then would the PSAP gain the privilege of making a formal request and waiting as much as six months for its fulfillment. Such delay is unnecessary and runs counter to the Commission’s hopes for prompt implementation of wireless E9-1-1.

As both NENA (Comments, 2-3) and Blooston (Comments, 3-4) observe, successful implementation depends more on the PSAP and the wireless carrier talking and working with each other than on refined interpretations of the technical requirements. To the extent that the

³ This may be why Verizon (Comments, 2-3) is reduced to undocumented hearsay in claiming that the Wireless Bureau staff reads the regulation in a particular way.

⁴ Some wireless carriers portray, as an equivalent policy objective, the avoidance of “unnecessary expenditures” by carriers (*e.g.*, Sprint Comments, Section I). Again, the quote is lifted from its context, which is the need for PSAP funding, in general, not the order of implementation steps in particular.

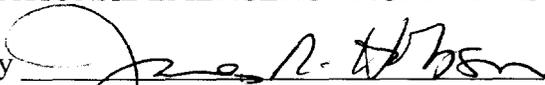
⁵ The approach is illustrated by Verizon Wireless’ “PSAP Service Readiness Evaluation.” (Exhibit 1 hereto)

Verizon Wireless Readiness Evaluation is aimed at an exchange of views and expectations, this is a legitimate interest of the carrier.⁶ But we see no reason why such collaboration cannot be achieved within the contemplated six months between a PSAP request and a carrier's readiness – rather than interposed as a pre-condition to a PSAP request.

Conclusion. For the reasons discussed above, the Commission is free to interpret Section 20.18(j) as permitting a PSAP to request E9-1-1 service from a wireless carrier in the good faith belief that the PSAP will be ready to receive and utilize the data elements of the service on or before the date the carrier is required to deliver the elements.

Respectfully submitted,

NATIONAL EMERGENCY NUMBER ASSOCIATION

By  _____

James R. Hobson
Miller & Van Eaton, P.L.L.C.
1155 Connecticut Avenue, N.W., Suite 1000
Washington, D.C. 20036
(202) 785-0600

W. Mark Adams
Executive Director
P.O. Box 360960
Columbus, Ohio 43236
(800) 332-3911

May 3, 2001

ITS ATTORNEYS

⁶ In no case should the Verizon document, or any other carrier survey of that kind, be considered compulsory to PSAPs in the implementation of wireless E9-1-1.

PSAP Service Readiness Evaluation

Date: _____

PSAP Name: _____
 Address: _____
 City: _____
 County: _____
 State/ZIP: _____
 Contact Information: _____

Function	Name	Phone	FAX	Email
Technical/Implementation				
Cost Recovery				
Contract Authority				

Request for: Phase I Service Phase II Service

Phase I Service only:

Yes No Please respond to the following questions:

 PSAP Customer Premise Equipment (CPE) is fully capable of receiving and utilizing Phase I data.

If PSAP CPE is not fully capable of receiving and utilizing Phase I data, please indicate when it is anticipated that the PSAP CPE will be capable of receiving and utilizing Phase I data. _____
(Date)

 PSAP is planning to make CPE upgrades not related to Phase I service during the deployment interval.

If PSAP CPE is scheduled to be upgraded during the deployment interval, please indicate when it is anticipated that the PSAP CPE upgrade will occur. _____
(Date)

 PSAP CPE is capable of receiving 20 digits from the 911 tandem.
 Trunks between PSAP and 911 tandem are capable of delivering 20 digits.

If the answer to either question above is No, is PSAP planning to upgrade CPE and/or trunks to be 20-digit capable during the deployment interval? _____
(Yes/No)

If Yes, please indicate the anticipated date when this upgrade will complete. _____
(Date)

 PSAP is currently using a local (stand alone) ALI database.

If the answer is Yes, identify the supplier of the ALI equipment and contact information. _____
(Name)

(Contact Number)

 Is ALI capable of dynamic updates?
 Is ALI capable of steering?

If PSAP is scheduled to convert to a national or regional ALI database, please indicate date of transfer. _____
(Date)

 PSAP has in place a mechanism that will ensure funding for Phase I service.

If the answer is No, please indicate date that funding mechanism will be in effect. _____
(Date)

Phase II Service only:

Yes No Please respond to the following questions:

PSAP is currently receiving Phase I service.

If answer is Yes, please indicate the Phase I methodology deployed.	<input type="checkbox"/> CAS <input type="checkbox"/> NCAS <input type="checkbox"/> Hybrid
---	--

If answer is No, please indicate the Phase I methodology requested.	<input type="checkbox"/> CAS <input type="checkbox"/> NCAS <input type="checkbox"/> Hybrid
---	--

If answer is No, please indicate date that PSAP intends to begin receiving Phase I service.	_____ (Date)
---	--------------

PSAP Customer Premise Equipment (CPE) is fully capable of receiving and utilizing Phase II data.

If PSAP CPE is not fully capable of receiving and utilizing Phase II data, please indicate anticipated date when the PSAP CPE will be capable of receiving and utilizing Phase II data.	_____ (Date)
---	--------------

PSAP is planning to make CPE upgrades not related to Phase II service during the deployment interval.

If PSAP CPE is scheduled to be upgraded during the deployment interval, please indicate anticipated date when the PSAP CPE upgrade will occur.	_____ (Date)
--	--------------

PSAP CPE is capable of receiving 20 digits from the 911 tandem.
 Trunks between PSAP and 911 tandem are capable of delivering 20 digits.

If the answer to either question above is No, is PSAP planning to upgrade CPE and/or trunks to be 20-digit capable during the deployment interval?	_____ (Yes/No)
--	----------------

If yes, please indicate the anticipated date when this upgrade will be completed.	_____ (Date)
---	--------------

PSAP is currently using a local (stand alone) ALI database.

If the answer is Yes, identify the supplier of the ALI equipment and contact information.	_____ (Name) _____ (Contact Number)
---	--

Is ALI capable of dynamic updates?
 Is ALI capable of steering?

If PSAP is scheduled to convert to a national or regional ALI database, please indicate date of transfer.	_____ (Date)
---	--------------

PSAP has in place a mechanism that will ensure funding for Phase II service.

If the answer is No, please indicate date that funding mechanism will be in effect.	_____ (Date)
---	--------------

The ("911 Governmental Entity") appearing hereunder represents that it is lawfully authorized to receive E911 calls and to subscribe to the service offered by Carrier, and further, that ("E911 Governmental Entity") is capable of receiving Phase I data elements provided to it by Verizon Wireless.

(Signature)

(Title)

(Date)

Please Return Within 10 Days To:
John Buchanan
Verizon Wireless
One Verizon Place, GA3B1REG
Alpharetta, GA 30004

Verizon Wireless
Wireless Enhanced 911
Service Agreement



["Verizon Wireless affiliated entity" ("Verizon Wireless" or "Carrier")] shall provide wireless [(Phase 1) (Phase 2)] Enhanced 911 ("E911") Service ("Service") to and for the sole benefit of ("911 Governmental Entity") in compliance with FCC Orders in CC Docket No. 94-102, but only in such portions of ["911 Governmental Entity" ("Customer")] service jurisdictions, identified in this Agreement, that Verizon Wireless operates its wireless service. Such Service shall be provided pursuant to functional specifications set forth in Verizon Wireless' procedures, a copy of which will be provided to Customer as part of its testing and implementation procedures.

General Information:

	<u>("911 Governmental Entity")</u>	
Primary Contact:	_____	
Address:	_____	

City, State, ZIP:	_____	
Office Phone:	_____	
Fax Number:	_____	
Email Address:	_____	

Verizon Wireless

Verizon Wireless
Attn: John Buchanan
One Verizon Place
GA3B1REG
Alpharetta, Georgia 30004
678-339-4295
678-339-8554
john.buchanan@verizonwireless.com

Cost Recovery:

Name of Governmental Entity Responsible for Carrier Reimbursement: _____

Primary Contact: _____

Telephone Number: _____

FAX Number: _____

Email Address: _____

("911 Governmental Entity") Order: New Phase I Service Add Phase II to Existing Phase I Service New Phase III Service

Technology Options:

Phase I:

NCAS Non-Call Path Associated Signaling ("NCAS"). Carrier will deliver an Emergency Service Routing Key ("ESRK") to the ("Governmental Entity") Public Safety Answering Point ("PSAP") as provided in Attachment A ("Functional Responsibilities"). Carrier assumes responsibility for project management and service provisioning.

NCAS Pricing: Non-recurring [Carrier subcontractor, including SS7 supplier costs, Facilities/Trunks (tariff), and ALI DB Connectivity (tariff)]
Monthly Recurring [Vendor plus Facilities/Trunks (tariff), SS7 (Vendor), ALI DB Connectivity (tariff), HQ Staff Support]

20-Digits Carrier will deliver 20 digits (MDN and pANI/ESRD) to a demarcation point defined as the point where 911 network facilities (e.g., T1) interface with Carrier's mobile switching center as provided in Attachment A. ("911 Governmental Entity") assumes all responsibility for project management and service provisioning.

20-Digit Pricing: No charge to the ("911 Government Entity") for delivery of 20 digits.

Phase II: Verizon Wireless is providing a Network-based Phase II Solution. All Phase II pricing is in addition to Phase I Service pricing.
(NOTE: Please select a Phase I solution if Phase I service does not already exist.)

NCAS Carrier will deliver an Emergency Service Routing Key (ESRK) to the ("Governmental Entity") Public Safety Answering Point (PSAP).

NCAS Pricing: Non-recurring [Carrier's network equipment costs plus SS7 supplier transition costs]
Monthly Recurring [Carrier's network service costs plus SS7 supplier transition costs]

20-Digits Carrier will deliver longitude and latitude to a demarcation point defined as the Interface to Carrier's Mobile Positioning Center ("MPC").

20-Digit Pricing: Non-recurring [Carrier's network equipment costs]
Monthly Recurring [Carrier's network service costs]

Identify all service jurisdictions: _____

If more than five PSAPs, attach separate sheet.

Requested in-service date: _____

The ("911 Governmental Entity") appearing hereunder represents that it is lawfully authorized to receive E911 calls and to subscribe to the service offered by Carrier and further that ("911 Governmental Entity") is capable of receiving and utilizing E911 data elements provided to it by Verizon Wireless.

The parties have executed this Agreement by their authorized representatives on the date or dates indicated below to be effective when executed by both (Effective Date).

	<u>("911 Governmental Entity")</u>	<u>Verizon Wireless</u>
Signature:	_____	_____
Printed Name:	_____	_____
Title:	_____	_____
Date:	_____	_____

**Verizon Wireless
Wireless Enhanced 911
Service Agreement**



Term: This Agreement is effective on the Effective Date set forth on page one and shall remain in effect for one (1) year ("Initial Term"). This Agreement shall automatically renew for successive one-year terms ("Subsequent Term") unless written notice of termination is given to the other party not less than ninety (90) days prior to the expiration of Initial Term or any Subsequent Term.

Limitation of Liability: In addition to, and without limitation of, any other limitations of liability provided herein or under applicable federal and state law, the parties agree that Carrier's and its subcontractor's liabilities are limited as set forth below:

- a) Carrier and its subcontractors shall not be liable for special, incidental, indirect, or consequential damages arising out of or in connection with the Service provided under this Agreement.
- b) Carrier and its subcontractors shall have no liability to Customer in the event changes in any of Carrier or subcontractors' facilities, operations, equipment, procedures, or service render obsolete any equipment or software used by Customer in conjunction with the use of the Service; require modification or alteration of such equipment or software; or otherwise affect the performance of such equipment or software.
- c) Carrier and its subcontractors shall not be liable to Customer for any damages or other relief arising out of delays, mistakes, omissions, interruptions, misroutings of E911 calls, errors (including, but not limited to, errors related to cell site reception, call routing, data entered into the mobile switching center, service gateway, ALL database, host ALL records, and boundary mapping), or defects in performance (including, but not limited to, problems with or outages of equipment) hereunder, unless the foregoing result from gross negligence or willful and wanton misconduct.

Delay/Force Majeure: Carrier shall exercise reasonable efforts in performing Service under this Agreement, but Carrier shall not be liable for any delays resulting from circumstances beyond its control, including acts of third parties and acts of God.

No Third-Party Beneficiary Relationship or Liability Created: Carrier offers Service to Customer solely as an aid in Customer's provision of E911 Service. Carrier's provision of Service to Customer does not create any relationship or obligation, direct or indirect, to any person or entity other than Customer.

DISCLAIMER OF WARRANTIES EXCEPT MANUFACTURERS' WARRANTIES: THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS A CONTRACT FOR THE PROVISION OF SERVICES AND THAT ANY GOODS PROVIDED HEREUNDER ARE ANCILLARY TO THE PROVISION OF THE REQUESTED SERVICES. WITH THE SOLE EXCEPTION OF ANY EXPRESS WRITTEN MANUFACTURER'S WARRANTY, WHICH MAY BE APPLICABLE TO PARTICULAR GOODS AND AVAILABLE TO CUSTOMER, ALL GOODS ARE PROVIDED "AS IS." THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO ANY GOODS OR SERVICES PROVIDED. CARRIER AND ITS SUBCONTRACTORS EXPRESSLY EXCLUDE AND DISCLAIM ANY AND ALL WARRANTIES, GUARANTEES, OR REPRESENTATIONS WHATSOEVER, EXPRESS OR IMPLIED, ORAL, WRITTEN, OR OTHERWISE, RELATED TO ANY EQUIPMENT, SOFTWARE, FACILITIES, FEATURES, REPAIR, MAINTENANCE, AND ANY AND ALL GOODS AND SERVICES PROVIDED OR TO BE PROVIDED TO CUSTOMER BY CARRIER OR ITS SUBCONTRACTORS. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Independent Contractor: Carrier's relationship with Customer under this Agreement is that of an independent contractor.

Assignment: The Parties to this Agreement may not assign any of their rights nor delegate any of their obligations under this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld), except that Carrier may assign its rights or delegate its duties under this Agreement to any of its affiliates, to the surviving entity in a merger or consolidation or to a purchaser of substantially all of the assets of the business to which this Agreement relates without Customer's written consent. All the terms and provisions of this Agreement will be binding upon and inure to the benefit of and be enforceable by the Parties and their respective permitted successors/assigns.

Amendment/Modification: Any provision of this Agreement may be amended and the observance of any provision may be waived only in writing signed by a duly authorized representative of the parties. Carrier may modify this Agreement upon thirty (30) days written notice to Customer, if there is a change in an applicable law or if Carrier should sell or otherwise dispose of all or part of its wireless communications service license for the provision of wireless communication service in any portion of the PSAP Service Jurisdictions. Upon such event, this Agreement may be modified only as appropriate to reflect such disposition which shall include removal of the relevant area from this Agreement.

Governing Law: The laws of the State in which the Service is provided govern this Agreement except as otherwise provided for herein.

Dispute Resolution: The Parties agree to attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement in accordance with the Wireless Industry Arbitration Rules. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16, and judgment for the award may be entered by any court having jurisdiction thereof. The place of arbitration shall be New York County, NY, unless otherwise agreed upon. The arbitrator shall not be empowered to award damages in excess of actual direct damages, including, but not limited to, punitive damages. Notwithstanding the foregoing, Carrier may seek injunctive relief from any court having jurisdiction for suspected breach of Confidential Information.

Interruptions of Service: Carrier's and its subcontractors' total liability for damages to Customer for E911 Service interruptions to Customer shall be limited to a refund of charges paid for the period of Service interruption. In no event shall Carrier's or its subcontractors' liability resulting from this Agreement exceed the amount paid by Customer.

Responsibilities of Carrier: Implement Phase I E911 Service in the areas described herein and on the schedule agreed to by the parties in accordance with the functional specifications.

Responsibilities of Customer: Customer shall:

- Have sole responsibility to answer, respond to, transfer, terminate, or otherwise handle E911 telephone calls and to dispatch or arrange to dispatch emergency services.
- Furnish Carrier, at Customer's expense, all technical matter, data, and information as determined by Carrier to be necessary under this Agreement.
- Provide access to Customer's premises, as needed by Carrier or its subcontractors.
- Cooperate in the development of an implementation plan which will establish target dates for actions necessary for installation and activation of E911 Service.
- Cooperate with Carrier (including its subcontractors) in all aspects of implementing, testing, verifying, and operating Phase I E911 Service, including notifying any and all parties of any PSAP jurisdiction area changes or changes in data to be delivered to premise equipment.

Confidential Information: In order for the parties to perform their respective obligations hereunder, it may be necessary for either party to disclose to the other party proprietary or confidential information. Each party, at the time of disclosure, will identify the information as proprietary and written information will be clearly marked as proprietary. Such information acquired by either party, whether in writing or orally, from the other party shall be and shall remain the exclusive property of the disclosing party. Each party agrees to use such proprietary and confidential information solely for the purposes of performing their obligations under this Agreement. Nothing contained in this section shall be construed as a license or permission to make, use, or sell the confidential information derived therefrom.

Entire Agreement: This Agreement, which consists of the Service Agreement Form, page 2 Terms and Conditions, Attachment A (Functional Responsibilities), Attachment B (Test Plan Template), and Attachment C (Coverage Map Template), constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the provision of E911 Phase I Service.

Verizon Wireless
Phase I Wireless Enhanced 911
Service Agreement-Functional Responsibilities



Activity	20-Digits Solution	NCAS Solution
Order trunks 911 Selective Router to MSC	PSAP or PSAP vendor	WSP
Build Test and Turn up trunks/switch	WSP, LEC	WSP, LEC
Provide RF coverage data to PSAP	WSP	WSP
Map cell sites/sectors to PSAP coverage, resolve boundary issues (Attachment C)	PSAP or PSAP vendor	WSP vendor works with PSAP
Assign ESN to PSAP	PSAP	PSAP
Provide ESN to carrier	LEC, PSAP or PSAP vendor	WSP vendor
Enable Translations ERSK to CellSector in each cell site and switch	WSP	WSP
Determine alternate route requirements	PSAP	WSP vendor works with PSAP
Establish default route requirements	PSAP or PSAP vendor	WSP, WSP vendor or LEC
Establish location description for each cell/sector for ALI database	PSAP or PSAP vendor	WSP vendor with PSAP approval
Order connectivity to ALI database, if necessary	PSAP or PSAP vendor	WSP vendor, LEC and/or ALI vendor
Load information in ALI	PSAP works with ALI database provider	NA
Create and maintain the SCP database	NA	WSP Vendor
Provision links to the ALI database from WSP vendor	NA	WSP vendor, ALI vendor and LEC
Create ALI database "shells" for dynamic data updates	NA	WSP Vendor, LEC/ALI Owner
Establish SS7 connectivity	NA	WSP, WSP vendor
Place test calls from each cell site to test translations	WSP	WSP
Force test calls to the default alternate route	WSP or LEC	WSP, WSP vendor and/or LEC
Drive test to confirm the correct PSAP (Attachment B)	WSP	WSP, WSP vendor
Test ALI DB-to-PSAP trigger (push or pull)	PSAP, PSAP vendor or ALI owner	WSP vendor and ALI owner
Coordination, Project Management	PSAP or PSAP vendor	WSP vendor

Verizon Wireless
 Phase I Wireless Enhanced 911
 Service Agreement



Attachment B – Test Plan Template

Ordered by PSAP ("Customer"):

(Governmental Entity) PSAP Jurisdiction
 Address

Contact Name
 Contact Title
 Contact Telephone Number
 Contact Facsimile Number

Joint Test Procedure – Service Provider/PSAP

1. Initialized Mobile	Dial 911	Dial *911	Call Complete	Correct ALI Response
Cell _____ Alpha face				
Cell _____ Beta face				
Cell _____ Gamma face				

2. Uninitialized Mobile	Dial 911	Dial *911	Call Complete	Correct ALI Response
Cell _____ Alpha face				
Cell _____ Beta face				
Cell _____ Gamma face				

3. Additional Test as Requested

Test Schedule

Facility Complete Date _____
 ALI Database Complete Date _____
 Translations Complete Date _____
 Test Call Start Date _____
 Test Call Complete Date _____

Note: One Attachment 5 form shall be completed for each cell site to be tested with the customer.

Verizon Wireless
Phase I Wireless Enhanced 911
Service Agreement



ATTACHMENT C - CELL SITE COVERAGE MAP TEMPLATE

[TO BE PROVIDED DURING IMPLEMENTATION]

The map shall include a detailed indication of the territory covered by this Agreement, all cell sites serving that territory and each cell face from which the calls shall be sent to the PSAP in question.

Following is a sample legend:

"Verizon Wireless will direct calls received at cells or cell faces in the [color] coverage areas to the serving local carrier E911 tandem locations as set forth in the Agreement. E911 calls received at the cell faces in the [contrasting color] area are not part of the PSAP 911 service."

This template may be modified to conform to situations that may arise for the territory in question.