ATTACHMENT 05 - 911-E911

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1.0 Introduction

1.1 This Attachment sets forth terms and conditions by which **AT&T-22STATE** will provide CLEC with access to **AT&T-22STATE**'s 911 and E911 Databases and provide Interconnection and Call Routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.

1.2 The Parties acknowledge and agree that **AT&T-22STATE** can only provide E911 Service in a territory where an **AT&T-22STATE** is the E911 network provider, and that only said service configuration will be provided once it is purchased by the E911 Customer and/or PSAP. Access to **AT&T-22STATE**'s E911 Selective Routers and E911 Database Management System will be by mutual agreement between the Parties.

1.3 For CLEC's own switches, **AT&T-22STATE** shall provide access to its E911 Selective Routers as described herein only where the PSAP and/or E911 Customer served by the E911 Selective Routers has approved CLEC to carry E911 Emergency Services calls, which approval is subject to being revoked, conditioned, or modified by the PSAP and/or E911 Customer at any time.

2.0 Definitions

2.1 "911 System" means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.

2.2 "911 Trunk" or "E911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.

2.3 "Automatic Location Identification (ALI)" means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

2.4 "Automatic Number Identification (ANI)" means the telephone number associated with the access line from which a call to 911 originates.

2.5 "Company Identifier" or "Company ID" means a three (3) to five (5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End User. The Company Identifier is maintained by NENA in a nationally accessible database.

2.6 "Database Management System (DBMS)" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing (SR) and/or ALI for 911 systems.

2.7 "E911 Customer" means a municipality or other state or local government unit, or an authorized agent of one (1) or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one (1) telephone number, 911.

2.8 "E911 Universal Emergency Number Service (E911)" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "E911 Service" means a telephone Exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 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 trunking facilities and includes ANI, ALI, and/or SR.

2.9 "Emergency Services" means police, fire, ambulance, rescue, and medical services.

2.10 "Emergency Service Number (ESN)" means a three (3) to five (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 SR and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper Emergency Services agency (ies).

2.11 "National Emergency Number Association (NENA)" is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

2.12 "Public Safety Answering Point (PSAP)" means an answering location for 911 calls originating in a given area. The E911 Customer 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. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.13 "Selective Routing" (SR) means the routing and "E911 Selective Router" (E911 SR) means the equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. SR is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3.0 AT&T Responsibilities

3.1 **AT&T-22STATE** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to provide CLEC with nondiscriminatory access to E911 Emergency Service as described in this Attachment.

3.2 Call Routing:

3.2.1 **AT&T-22STATE** will route 911 calls from the **AT&T-22STATE** SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

3.2.2 **AT&T-22STATE** will forward the ANI to the calling party number it receives from CLEC and the associated 911 ALI to the PSAP for display. If no ANI is forwarded by CLEC, **AT&T-22STATE** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, **AT&T-22STATE** will report this "No Record Found" condition to the CLEC in accordance with NENA standards.

3.3 Facilities and Trunking:

3.3.1 **AT&T-22STATE** shall provide and maintain sufficient dedicated E911 Trunks from **AT&T-22STATE**'s E911 SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.

3.3.2 **AT&T-22STATE** will provide facilities to interconnect the CLEC to the **AT&T-22STATE**'s E911SR, as specified in Attachment 02 -Network Interconnection of this Agreement or per the requirements set forth via the applicable state tariff. Additionally, CLEC has the option to secure interconnection facilities from another provider or provide such interconnection using their own facilities. If diverse facilities are requested by CLEC, **AT&T-22STATE** will provide such diversity where technically feasible, at standard applicable tariff rates.

3.4 Database:

3.4.1 Where **AT&T-22STATE** manages the E911 Database, **AT&T-22STATE** shall provide CLEC access to the E911 Database to store CLEC's End User "911 Records" (i.e., the name, address, and associated telephone number(s) for each of CLEC's End Users). CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

3.4.2 Where **AT&T-22STATE** manages the E911 Database, **AT&T-22STATE** shall coordinate access to the **AT&T-22STATE** DBMS for the initial loading and updating of CLEC End User 911 Records.

3.4.3 Where **AT&T-22STATE** manages the E911 Database, **AT&T-22STATE**'s E911 Database shall accept electronically transmitted files that are based upon NENA standards. Manual (i.e., facsimile) entry shall be utilized only in the event that the DBMS is not functioning properly.

4.0 CLEC Responsibilities

4.1 Call Routing (for CLEC's own switches):

4.1.1 CLEC will transport the appropriate 911 calls from each Point of Interconnection (POI) to the appropriate **AT&T-22STATE** E911 SR location.

4.1.2 CLEC will forward the ANI information of the party calling 911 to the **AT&T-22STATE** E911 SR.

4.2 Facilities and Trunking (for CLEC's own switches):

4.2.1 CLEC shall be financially responsible for the transport facilities to each **AT&T-22STATE** E911 SR that serves the Exchange Areas in which CLEC is authorized to and will provide Telephone Exchange Service.

4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different E911 SRs and CLEC shall be financially responsible for the transport facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.3 CLEC shall order a minimum of two (2) one-way outgoing E911 Trunk(s) dedicated for originating 911 Emergency Service calls for each default PSAP or default ESN to interconnect to each appropriate **AT&T-22STATE** E911 SR, where applicable. Where Signaling System 7 (SS7) connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling (CCS) trunking rather than Multi-Frequency (MF) trunking.

4.2.4 CLEC is responsible for ordering a separate E911 Trunk group from **AT&T-22STATE** for each county, default PSAP or other geographic area that the CLEC serves if the E911 Customer for such county or geographic area has a specified varying default routing condition. Where PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic must be transmitted over a separate trunk group specific to the underlying technology. CLEC will have administrative control for the purpose of issuing ASRs on this trunk group. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one (1) E911 Trunk group shall be established to handle multiple NPAs within the local Exchange Area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established per NPA in the local Exchange Area or LATA. In addition, 911 traffic originating in one (1) NPA must be transmitted over a separate 911 Trunk group from 911 traffic originating in any other NPA 911.

4.2.5 CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated to 911 Interconnection between the CLEC switch and the **AT&T-22STATE** E911 SR.

4.2.6 CLEC shall order sufficient trunking to route CLEC's originating 911 calls to the designated **AT&T-22STATE** E911 SR.

4.2.7 Diverse (i.e., separate) 911 facilities are highly recommended and may be required by the Commission or E911 Customer**.** If required by the E911 Customer, diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. CLEC is responsible for initiating trunking and facility orders for diverse routes for 911 Interconnection.

4.2.8 CLEC is responsible for determining the proper quantity of trunks and transport facilities from its switch (es) to interconnect with the **AT&T-22STATE** E911 SR.

4.2.9 CLEC shall engineer its 911 Trunks to attain 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 such other minimum grade of service as required by Applicable Law.

4.2.10 CLEC shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional 911 Trunks are needed to meet the current level of 911 call volumes, CLEC shall provision additional 911 Trunks for Interconnection with **AT&T-22STATE**.

4.2.11 CLEC is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems from CLEC's demarcation (for example, collocation) to the **AT&T-22STATE** E911 SR(s). CLEC is responsible for advising **AT&T-22STATE** of the 911 Trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying **AT&T-22STATE** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **AT&T-22STATE** will refer network trouble to CLEC if no defect is found in **AT&T-22STATE**'s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.2.12 CLEC will not turn up live traffic until successful testing of E911 Trunks is completed by both Parties.

4.2.13 Where required, CLEC will comply with Commission directives regarding 911 facility and/or 911 Trunking requirements.

4.3 Database:

4.3.1 Once the 911 Interconnection between CLEC and all appropriate **AT&T-22STATE** E911 SR(s) has been established and tested, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to **AT&T-22STATE** for inclusion in **AT&T-22STATE**'s DBMS on a timely basis.

4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are Master Street Address Guide (MSAG) valid in electronic format based upon established NENA standards.

4.3.3 CLEC shall adopt use of a Company/NENA ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

4.3.4 CLEC is responsible for providing **AT&T-22STATE** updates to the E911 database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the **AT&T-22STATE** 911 DBMS.

5.0 Responsibilities of the Parties

5.1 For CLEC's own switch(es), both Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating E911 calls from CLEC's POI to the designated **AT&T-22STATE** E911 SR(s).

5.1.1 **AT&T-22STATE** and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the **AT&T-22STATE** E911 SR(s).

5.2 911 Surcharge Remittance to PSAP:

5.2.1 For CLEC's own switch(es), the Parties agree that:

5.2.1.1 **AT&T-22STATE** is not responsible for collecting and remitting applicable 911 surcharges or fees directly to municipalities or government entities where such surcharges or fees are assessed by said municipality or government entity, and

5.2.1.2 **AT&T-22STATE** is not responsible for providing the 911 Customer detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).

5.2.1.3 Facility based CLECs shall be 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 collection of such fees and surcharges.

5.2.2 For Resellers, the ILEC shall serve as a clearinghouse between Resellers and PSAPs except where state law requires Reseller to collect and remit directly to the appropriate 911 Authority. The Parties agree that:

5.2.2.1 **AT&T-13STATE** shall include Reseller information when providing the 911 Customer with detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).

5.2.2.2 **AT&T SOUTHEAST REGION 9-STATE** will provide the 911 Customer a monthly settlement letter which provides the total number of access lines broken down into residence and business line totals only. If state statutes require a break out of Reseller information, the **AT&T SOUTHEAST REGION 9-STATE** shall include this information upon request by the 911 Customer.

6.0 Methods and Practices

6.1 With respect to all matters covered by this Attachment, each Party will comply with all of the following to the extent that they apply to access to 911 and E911 Databases: (i) all FCC and applicable Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of **AT&T-22STATE**'s Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

7.0 Contingency

7.1 The terms and conditions of this Attachment represent a negotiated plan for providing access to 911 and E911 Databases, and providing interconnection and call routing for purposes of 911 call completion to a PSAP as required by Section 251 of the Act.

7.2 The Parties agree that the 911 System as provided herein is for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by **AT&T-22STATE** and CLEC.

7.2.1 In **AT&T TEXAS** only:

7.2.1.1 These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to **AT&T TEXAS** not later than forty-five (45) Business Days prior to the passing of live traffic. **AT&T TEXAS** shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) Business Days prior to the passing of live traffic.

7.2.1.2 CLEC must obtain documentation of the approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located. CLEC shall provide documentation of all requisite approval(s) to **AT&T TEXAS** prior to use of CLEC's E911 connection for actual emergency calls.

7.2.1.3 Each Party will designate a representative who has the authority to complete additional Exhibit(s) I to this Attachment when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of 911 Trunks. CLEC must obtain approval of each additional Exhibit I, as set forth in Section 7.2 above, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2 above.

8.0 Basis of Compensation

8.1 Rates for access to 911 and E911 Databases, Interconnection and call routing of E911 call completion to a PSAP as required by Section 251 of the Act are set forth in the Pricing Schedule or applicable **AT&T-22STATE** Commission-approved access tariff.