

**LEVEL 3 - SBC 13State – Emergency Services/911 DPL**

Iss. No.	Section	Issue Description	Level 3 Language	Level 3 Communications Position/Support	SBC Language	SBC Position/Support	Status
SBC ES 1  L3 ES 1	3.2.2	How should the Parties reflect 911 call routing?	<u><b>SBC-13STATE</b></u> will forward the calling party number (ANI) it receives from LEVEL 3 and the associated <i><b>911 Address</b></i> Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by LEVEL 3, will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP <i><b>and will route call to the “default” ESN associated with the 911 trunk group.</b></i> If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, <u><b>SBC-13-STATE</b></u> will report this “No Record Found” condition to LEVEL 3 in accordance with NENA standards.	In a situation where the 911 call fails to provide the ANI, the 911 tandem will not know which PSAP to which it should route the call. Level 3 provides language that would require SBC to route such a 911 call to the appropriate emergency call center, just as it would do if the call was made from its own network.	<u><b>SBC-13STATE</b></u> will forward the calling party number (ANI) it receives from LEVEL 3 and the associated <u><b>Automatic</b></u> Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by LEVEL 3, <u><b>SBC-13STATE will route the call to the “Default” ESN assigned to the 911 trunk group and</b></u> will forward an Emergency Service Central Office (ESCO) identification code for display at the <u><b>designated Default PSAP associated with the Default ESN of the 911 trunk group.</b></u> If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, <u><b>SBC-13-STATE</b></u> will report this “No Record Found” condition to LEVEL 3 in accordance with NENA standards.	The parties have no substantive disagreement concerning section 3.2.2, but Level 3’s proposed language must be corrected and clarified in certain respects. Specifically:  (1) “ALI” does not stand for “Address Location Identification,” as Level 3’s language suggests. SBC’s language correctly reflects ALI as “Automatic Location Identification,” which is the definition given in the NENA Master Glossary of 9-1-1 Terminology (NENA 01-002). The Agreement should, to the extent possible, use terminology consistently with how the industry uses it. At a minimum, consistent definitions will avoid confusion and disputes later.  (2) Level 3’s language regarding routing to the “Default” ESN and the	

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						association of the Default ESN to a Default PSAP needs clarification in several respects. In particular, it does not say (inadvertently, SBC assumes) which party will forward the ESCO code. SBC’s language corrects that error and provides additional clarity, while conveying the same intent.	
SBC ES 2	3.4.5	How frequently will	<b><u>SBC-13STATE</u></b> shall provide LEVEL 3 with a	Level 3 did not reflect this	<b><u>SBC-13STATE</u></b> shall provide LEVEL 3	SBC does not provide	Note: This

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		SBC provide the MSAG to Level 3 in California and Nevada?	file containing the Master Street Address Guide (MSAG) for LEVEL 3’s respective exchanges or communities. The MSAG will be provided <i><b>on a monthly basis, but</b></i> only for those areas where LEVEL 3 is authorized to do business as a local exchange service provider and <b><u>SBC-13STATE</u></b> is the 911 service provider.	language as disputed in its Petition.	with a file containing the Master Street Address Guide (MSAG) for LEVEL 3’s respective exchanges or communities. The MSAG will be provided only for those areas where LEVEL 3 is authorized to do business as a local exchange service provider and <b><u>SBC-13STATE</u></b> is the 911 service provider. <b><u>SBC CONNECTICUT, SBC MIDWEST REGION 5-STATE, and SBC SOUTHWEST REGION 5-STATE will provide the MSAG on a monthly basis. SBC 2-STATE will provide the MSAG at LEVEL 3’s request, but no more frequently than quarterly.</u></b>	MSAG on a monthly basis in CA or NV due to technical limitations. SBC’s language reflects the appropriate frequency of MSAG availability in each state.	is an issue in California and Nevada only.
SBC ES 3 L3 ES 2	4.2.11	Issue Closed.	LEVEL 3 is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to the Demarcation Point between the Parties’ networks. <b><u>SBC-13STATE</u></b> will be responsible for the coordination and restoration of all 911 network maintenance problems on its side of the Parties’ network Demarcation Point(s). LEVEL 3 is responsible for advising <b><u>SBC-13STATE</u></b> of the circuit identification to the extent that <b><u>SBC-13STATE</u></b> has correctly and accurately provided such circuit identification and the fact that the circuit is a 911 circuit when notifying <b><u>SBC-13STATE</u></b> of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. <b><u>SBC-13STATE</u></b> will refer network trouble to LEVEL 3 if no defect is found in <b><u>SBC-13STATE</u></b> ’s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times	Level 3 proposes that the point at which the 911 obligations and responsibilities cross over is the Demarcation Point between the two parties as defined in 47 CFR 68.3. Each party will be responsible for coordination of all 911 issues on their side of the Demarcation Point.	LEVEL 3 is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to the Demarcation Point between the Parties’ networks. <b><u>SBC-13STATE</u></b> will be responsible for the coordination and restoration of all 911 network maintenance problems on its side of the Parties’ network Demarcation Point(s). LEVEL 3 is responsible for advising <b><u>SBC-13STATE</u></b> of the circuit identification to the extent that <b><u>SBC-13STATE</u></b> has correctly and accurately provided such circuit identification and the fact that the circuit is a 911 circuit when notifying <b><u>SBC-13STATE</u></b> of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. <b><u>SBC-13STATE</u></b> will refer network trouble to	SBC has accepted Level 3’s language	Closed.

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					LEVEL 3 if no defect is found in <b><u>SBC-13STATE</u></b> 's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times		
SBC ES 4	7.5	What forms is Level 3 required to submit for 911?	<i>In <b><u>SBC-2STATE</u></b> and <b><u>SBC MIDWEST REGION 5-STATE</u></b>, the state specific forms shall be submitted in lieu of the Exhibit 1 referenced in Sections 7.1, 7.2 and 7.4 hereof.</i>	Level 3 did not reflect this language as disputed in its Petition.	<b><u>LEVEL 3 will submit the required state-specific forms to SBC-13STATE or to the appropriate state agency where applicable.</u></b>	Level 3's language does not reflect that the Parties have agreed to exclude any reference to Exhibit 1. The Parties agreed-upon language provides a more generic reference covering all 13 states.	
SBC ES 5 L3 GT 4	11.1	What language should apply in section 11?	<i>The Parties agree that other rates, terms and conditions shall apply according to Section 49.0 of General Terms and Conditions.</i>	See LT-GT-4.	<b><u>Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer</u></b>	SBC will drop its proposed language in Section 11 provided that Level 3 drops its language. The resulting Section 11 would read, "RESERVED FOR FUTURE USE"  This would resolve this issue for the 911 appendix.	

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					<p><u>of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.</u></p>		

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