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April 12, 2021

Ms. Lynn M. Retz
Secretary to the Commission
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, Kansas 66604-4027

Re: 11-SWBT-076-IAT – In the Matter of the Application of Southwestern Bell Telephone Company for Approval of Interconnection Agreement Under the Telecommunications Act of 1996 With Big River Telephone Company, LLC.

Dear Ms. Retz:

Attached, via electronic filing with the Commission, is AT&T Kansas' Application for Approval of an Amendment to Interconnection Agreement. The Application seeks approval of an amendment to the interconnection agreement between Southwestern Bell Telephone Company d/b/a AT&T Kansas and Big River Telephone Company, LLC ("Big River") approved by the Commission on September 8, 2010 in the above-captioned docket (hereinafter "the Agreement"). The supporting Affidavit of Richard T. Howell, Area Manager-Regulatory Relations, is also attached.¹

This proposed amendment replaces Data Connection Security Requirements, in the current Agreement. The Agreement, with this proposed amendment and the attachments incorporated therein, is an integrated package and is the result of negotiation and compromise. There are no outstanding issues between the parties that need the assistance of mediation or arbitration. Big River is registered as active and in good standing with the Kansas Secretary of State's office.

AT&T Kansas files this proposed amendment to the Agreement seeking Commission approval of its terms and conditions consistent with the Federal Telecommunications Act of 1996. AT&T Kansas represents and believes in good faith that the implementation of this amendment to the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier.

AT&T Kansas specifically requests that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of this amendment to

¹ Mr. Howell's un-notarized Affidavit verifying the Application and Agreement is submitted pursuant to the Commission's *Order Temporarily Waiving Notary Requirement* issued April 21, 2020, in Docket No. 20-GIMX-393-MIS.

the Agreement, in keeping with the support for competition previously demonstrated by the Commission.

Contact information for Big River is listed below.

Big River Officer Name:	Additional Contact Name for Notice:
John Jennings	
CFO	
24 S. Minnesota Avenue	
Cape Girardeau, MO 63703	
Phone: 314-225-2202	
Fax: 314-225-2232	
E-mail: jjennings@bigrivercom.com	

The Commission's prompt attention to this matter would be appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bruce A. Ney". The signature is fluid and cursive, with a long horizontal stroke at the end.

Bruce A. Ney
AVP – Senior Legal Counsel

Attachments

cc: John Jennings

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

In the Matter of the Application of)	
Southwestern Bell Telephone Company)	
for Approval of Interconnection)	
Agreement Under the)	Docket No. 11-SWBT-076-IAT
Telecommunications Act of 1996 With)	
Big River Telephone Company, LLC.)	

**APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY
FOR APPROVAL OF AN AMENDMENT TO INTERCONNECTION AGREEMENT**

COMES NOW Southwestern Bell Telephone Company d/b/a AT&T Kansas and hereby files its Application for Approval of an Amendment to the Interconnection Agreement under the Telecommunications Act of 1996 ("Federal Act") between AT&T Kansas and Big River Telephone Company, LLC ("Big River"). In support of its Application, AT&T Kansas shows the Kansas Corporation Commission ("Commission") the following:

I. BACKGROUND

1. On September 8, 2010, the Commission issued its order approving an Interconnection Agreement between AT&T Kansas and Big River (the "Agreement") in the above captioned proceeding.

II. REQUEST FOR APPROVAL

2. AT&T Kansas requests the Commission's approval of the proposed amendment to the Agreement, consistent with the provisions of the Federal Act. The proposed amendment will replace Data Connection Security Requirements, in the current Agreement. A copy of the executed amendment is attached hereto as Attachment I and incorporated herein by this reference.

3. The implementation of the amendment to the Agreement complies fully with Section 252(e) of the Federal Act as the modifications are consistent with the Commission's previous conclusion that the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier.

4. AT&T Kansas respectfully requests that the Commission grant expeditious approval of its Application and the amendment to the Agreement, without change, suspension or other delay. The Agreement, with the proposed amendment, is a bilateral Agreement, reached as a result of negotiations and compromise between competitors, and the parties do not believe intervention by other parties is necessary or appropriate.

III. STANDARD FOR REVIEW

5. The statutory standards of review are set forth in Section 252(e) of the Federal Act which provides as follows:

Section 252(e) of the Federal Act:

(e) **APPROVAL BY STATE COMMISSION**

(1) **APPROVAL REQUIRED.** -- Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies.

(2) **GROUND FOR REJECTION.** -- The State Commission may only reject --

(A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that --

(i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a

- party to the agreement; or
- (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity . . .

6. The affidavit of Richard T. Howell, Area Manager-Regulatory Relations, establishes that the amendment to the Agreement submitted herein satisfies the standards for approval under the Federal Act (Affidavit, Attachment II).¹

IV. KANSAS LAW

7. The proposed amendment to the Agreement is consistent with Kansas law.

V. CONCLUSION

8. For the reasons set forth above, AT&T Kansas respectfully requests an Order of the Commission approving its Application and the amendment to the Agreement.

Respectfully submitted,



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Austin, Texas 78701
(512) 457-2311
(512) 870-3420 (Facsimile)
Attorney for Southwestern Bell Telephone
Company d/b/a AT&T Kansas

¹ Mr. Howell's un-notarized Affidavit verifying the Application and Agreement is submitted pursuant to the Commission's *Order Temporarily Waiving Notary Requirement* issued April 21, 2020, in Docket No. 20- GIMX-393- MIS.

**AMENDMENT
to
INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

by and between

**SOUTHWESTERN BELL TELEPHONE COMPANY
d/b/a**

AT&T KANSAS

and

BIG RIVER TELEPHONE COMPANY, LLC

AMENDMENT

BETWEEN

**ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS,
INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T
INDIANA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T
ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND
AT&T TEXAS**

AND

BIG RIVER TELEPHONE COMPANY, LLC

Signature: eSigned - Kevin KeavenySignature: eSigned - Kristen ShoreName: eSigned - Kevin Keaveny
(Print or Type)Name: eSigned - Kristen Shore
(Print or Type)Title: CTO
(Print or Type)Title: AVP Regulatory
(Print or Type)Date: 04 Mar 2021Date: 08 Mar 2021

Big River Telephone Company, LLC

Illinois Bell Telephone Company, LLC d/b/a AT&T
ILLINOIS, Indiana Bell Telephone Company
Incorporated d/b/a AT&T INDIANA, Southwestern Bell
Telephone Company d/b/a AT&T ARKANSAS, AT&T
KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and
AT&T TEXAS by AT&T Services, Inc., its authorized
agent

State	Resale OCN	ULEC OCN	CLEC OCN
ARKANSAS	8768	---	956B
ILLINOIS	8768	273C	272C
INDIANA	---	502G	501G
KANSAS	8768	436E	435E
MISSOURI	8768	954B,9562	023B
OKLAHOMA	8768	390F	389F
TEXAS	8768	282F	281F

Description	ACNA Code(s)
ACNA(s)	LGD

**AMENDMENT TO THE AGREEMENT
BETWEEN
BIG RIVER TELEPHONE COMPANY, LLC
AND**

SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA, AND AT&T TEXAS; ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS AND INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA

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

WHEREAS, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit A; and

WHEREAS, the Parties desire to modify certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements; and

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 foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. In the states of Arkansas, Kansas, Missouri, Oklahoma and Texas, the Parties agree to delete Section 9.1 from Attachment 27 of the Agreement and add the following language:

OSS.1 Data Connection Security Requirements

OSS.1.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section 2 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

OSS.1.2 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

3. In the states of Illinois and Indiana, the Parties agree to delete Sections 9.1 and 9.2 from Attachment 7 of the Agreement and add the following language:

OSS.1 Data Connection Security Requirements

OSS.1.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section 2 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

OSS.1.2 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.

4. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
5. 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.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
9. For Illinois, Indiana, Kansas, Missouri, Oklahoma and Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing.

Exhibit A

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Big River Telephone Company, LLC	Interconnection Agreement	03/15/2006
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS	Big River Telephone Company, LLC	Interconnection Agreement	09/21/2011
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Big River Telephone Company, LLC	Interconnection Agreement	08/27/2012
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Big River Telephone Company, LLC	Interconnection Agreement	09/08/2010
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Big River Telephone Company, LLC	Interconnection Agreement	08/12/2005
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Big River Telephone Company, LLC	Interconnection Agreement	03/05/2009
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Big River Telephone Company, LLC	Interconnection Agreement	11/12/2008