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February 16, 2018

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

Re: Docket No. 15-SWBT-605-IAT – In the Matter of the Application of Southwestern Bell Telephone for Approval of Interconnection Agreement Under the Telecommunications Act of 1996 With Wide Voice, LLC.

Dear Ms. Retz:

Attached via electronic filing with the Commission is the Application for Approval of an amendment to the Interconnection Agreement previously approved between Southwestern Bell Telephone Company d/b/a AT&T Kansas and Wide Voice, LLC (“Wide Voice”) on August 20, 2015 in the above-captioned docket (hereinafter “the Agreement”). Also enclosed is the supporting Affidavit of Richard T. Howell, Area Manager-Regulatory Relations.

This Amendment allows Wide Voice to interconnect to the public switched telephone network and deliver traffic to and receive traffic from AT&T on behalf of one or more interconnected VoIP providers (“IVP”) in connection with the 2015 VoIP Number Access Order approved by the FCC in WC Docket No. 13-97.

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. CLEC is registered as active and in good standing with the Kansas Secretary of State’s office.

AT&T Kansas files this 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 the agreement, in keeping with the support for competition previously demonstrated by the Commission.

Contact information for Wide Voice is listed below.

CLEC Officer Name:	Additional Contact Name for Notice:
Tandy DeCosta	
Director of Telephony Services	
410 South Rampart, Suite 390	
Las Vegas, NV 89145	
Phone: 702-553-3007	
Fax: 562-437-1422	
E-mail: tdecosta@widevoice.com	

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

Sincerely,



Bruce A. Ney
AVP – Senior Legal Counsel

Attachments

cc: Tandy DeCosta

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

In the Matter of the Application of)	
Southwestern Bell Telephone for)	
Approval of Interconnection Agreement)	Docket No. 15-SWBT-605-IAT
Under the Telecommunications Act of)	
1996 With Wide Voice, LLC.)	

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

Southwestern Bell Telephone Company d/b/a AT&T Kansas hereby files this Application for Approval of an Amendment to the Interconnection Agreement under the Telecommunications Act of 1996 ("Federal Act") between AT&T Kansas and Wide Voice, LLC (hereinafter "the Agreement") and respectfully shows the Kansas Corporation Commission ("Commission") the following:

I. INTRODUCTION

1. AT&T Kansas presents to this Commission an amendment to the Agreement previously negotiated, executed and filed with the Commission on June 25, 2015 pursuant to the terms of the Federal Act. The Commission issued an order approving the Agreement on August 20, 2015. This amendment allows Wide Voice to interconnect to the public switched telephone network and deliver traffic to and receive traffic from AT&T on behalf of one or more interconnected VoIP providers ("IVP") in connection with the 2015 VoIP Number Access Order approved by the FCC in WC Docket No. 13-97. A copy of the executed amendment which reflects the parties' agreement to incorporate this amendment to the Agreement is attached hereto as Attachment I.

II. REQUEST FOR APPROVAL

2. AT&T Kansas seeks the Commission's approval of this amendment to the Agreement, consistent with the provisions of the Federal Act. The implementation of this amendment to the Agreement complies fully with Section 252(e) of the Federal Act because 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.

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

III. STANDARD FOR REVIEW

4. 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 . . .

5. 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).

IV. KANSAS LAW

6. The negotiated and executed amendment to the Agreement is consistent with the Kansas regulatory statutes.

V. CONCLUSION

7. For the reasons set forth above, AT&T Kansas respectfully requests that the Commission approve this modification to the Agreement previously approved.

Respectfully submitted,



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(512) 457-2311
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Attorney for Southwestern Bell Telephone
Company d/b/a AT&T Kansas

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

WIDE VOICE, LLC



Signature: eSigned - Patrick J. ChicasName: eSigned - Patrick J. Chicas
(Print or Type)Title: President and CTO
(Print or Type)Date: 09 Jan 2018**Wide Voice, LLC**Signature: eSigned - William BockelmanName: eSigned - William Bockelman
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 11 Jan 2018

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	CLEC OCN
ALABAMA	764A
CALIFORNIA	252F
FLORIDA	704G
NEVADA	253F
TEXAS	706G

Description	ACNA Code(s)
ACNA(s)	WVI

**AMENDMENT TO THE AGREEMENT
BETWEEN
WIDE VOICE, LLC
AND**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T NORTH CAROLINA, AT&T SOUTH
CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS,
INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL
TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A
AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T
OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL
TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI AND AT&T
TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN**

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CLEC as shown in the attached Exhibit A.

WHEREAS, AT&T and CLEC are Parties to the Agreement(s) as shown in the attached Exhibit A.

WHEREAS, CLEC will be providing interconnection to the PSTN on behalf of one or more interconnected VoIP providers ("IVP") in connection with the 2015 VoIP Number Access Order approved by the FCC in WC Docket No. 13-97; Numbering Policies for Modern Communications. As such, CLEC will be delivering traffic to and receiving traffic from AT&T on behalf of one or more IVPs; and

WHEREAS, the Parties wish to amend the Agreement, pursuant to Sections 251 and 252 of the Act, to include certain provisions relating to WC Docket No. 13-97 approved by the FCC.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Recitals are incorporated into this Amendment.
2. "Interconnected VoIP Provider" or "IVP" as used in this Agreement is the entity set forth in the Preamble and that provides interconnected VoIP service as that term is defined in 47 U.S.C. § 153(57) and for the purposes of this Agreement, refers to a specific Interconnected VoIP Provider that is a Party to this Agreement.
3. AT&T and CLEC will interconnect, exchange traffic and maintain compensation for traffic originated by or destined for an IVP as if it were traffic to or from CLEC's end users as provided for in the Agreement.
4. AT&T-21STATE shall route such IVP traffic destined for CLEC's directly connected end office as defined in the LERG, and CLEC shall be responsible, including financially, for any such traffic. AT&T-21STATE shall not be responsible for any misuse of CLEC's codes by IVP in the LERG.
5. By agreeing to exchange traffic pursuant to this Agreement, neither Party waives and each Party expressly reserves its respective advocacy positions regarding the appropriate means of interconnection, traffic exchange and intercarrier compensation for traffic exchanged between the Parties.
6. 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.

7. 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.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. 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.
10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
11. For all States except Ohio, California, and Wisconsin: This Amendment shall be filed with and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date"). For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing ("Amendment Effective Date"). For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Amendment Effective Date"). For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Amendment Effective Date").

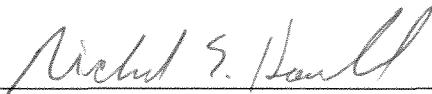
Exhibit A

AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Wide Voice, LLC	Interconnection	7/12/2016
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Wide Voice, LLC	Interconnection	4/27/2016
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Wide Voice, LLC	Interconnection	2/16/2011
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Wide Voice, LLC	Interconnection	3/13/2014
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Wide Voice, LLC	Interconnection	8/20/2015
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	Wide Voice, LLC	Interconnection	1/28/2015
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Wide Voice, LLC	Interconnection	1/23/2014
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Wide Voice, LLC	Interconnection	8/20/2015
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Wide Voice, LLC	Interconnection	1/28/2014
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Wide Voice, LLC	Interconnection	7/15/2015
Michigan Bell Telephone Company d/b/a	Wide Voice, LLC	Interconnection	11/24/2014

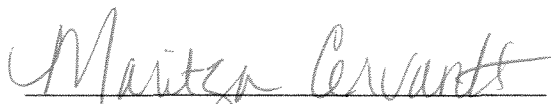
AT&T ILEC ("AT&T")	CLEC Legal Name	Contract Type	Approval Date
AT&T MICHIGAN			
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Wide Voice, LLC	Interconnection	5/4/2016
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Wide Voice, LLC	Interconnection	4/18/2016
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Wide Voice, LLC	Interconnection	3/31/2011
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Wide Voice, LLC	Interconnection	6/1/2016
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Wide Voice, LLC	Interconnection	7/22/2016
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Wide Voice, LLC	Interconnection	8/5/2015
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Wide Voice, LLC	Interconnection	8/14/2012
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Wide Voice, LLC	Interconnection	7/8/2015

1. My name is Richard T. Howell. I am over the age of 21; I am of sound mind and competent to testify to the matters stated herein. I am the Area Manager-Regulatory Relations for AT&T Kansas, and I have personal knowledge concerning both the Interconnection Agreement (“the Agreement”) between AT&T Kansas and Wide Voice, LLC (“Wide Voice”) that was approved by the Commission on August 20, 2015 in the above captioned proceeding and the proposed amendment to the Agreement that is the subject of this filing.
2. This amendment allows Wide Voice to interconnect to the public switched telephone network and deliver traffic to and receive traffic from AT&T on behalf of one or more interconnected VoIP providers (“IVP”) in connection with the 2015 VoIP Number Access Order approved by the FCC in WC Docket No. 13-97.
3. There are no outstanding issues between the parties that need the assistance of mediation and arbitration relating to the amendment to the Agreement.

4. The implementation of this amendment to the Agreement is consistent with the public interest, convenience and necessity.
5. This amendment to the Agreement does not discriminate against any telecommunications carrier. The amendment is available to any similarly situated local service provider in negotiating a similar agreement.
6. The negotiated and executed amendment to the Agreement is consistent with Kansas law.


Richard T. Howell

Subscribed and sworn to before me this 2nd day of February 2018.


Notary Public

My Commission Expires:

