



Bruce A. Ney
AVP – Senior Legal Counsel

20200512111807
Filed Date: 05/12/2020
AT&T Kansas
816 Congress Avenue
Suite 1100
Austin, Texas 78701
T: 512.457.2311
F: 512.870.3420
bruce.ney@att.com

May 12, 2020

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

Re: Docket No. 03-SWBT-305-IAT – In the Matter of the Application of Southwestern Bell Telephone Company for Approval of Interconnection Agreement Under the Telecommunications Act of 1996 with BullsEye Telecom, Inc.

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 BullsEye Telecom, Inc. ("Bullseye") approved by the Commission on January 6, 2003 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 provisions related to Operations Support Systems (OSS) with Data Connection Security Requirements, and updates notice provisions 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. BullsEye 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 the Agreement, in keeping with the support for competition previously demonstrated by the Commission.

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.

Contact information for BullsEye is listed below.

BullsEye Officer Name:	Additional Contact Name for Notice:
General Counsel	
Legal Department	
25925 Telegraph Road, Suite 210	
Southfield, MI 48033	
Phone: 248-784-2500	
Fax: 248-784-2501	
E-mail: legal@bullseyetelecom.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", with a stylized flourish at the end.

Bruce A. Ney
AVP – Senior Legal Counsel

Attachments

cc: General Counsel

**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. 03-SWBT-305-IAT
Telecommunications Act of 1996 With)	
BullsEye Telecom, Inc.)	

**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 BullsEye. In support of its Application, AT&T Kansas shows the Kansas Corporation Commission ("Commission") the following:

I. BACKGROUND

1. On January 6, 2003, the Commission issued its order approving an Interconnection Agreement between AT&T Kansas and BullsEye (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 replaces provisions related to Operations Support Systems (OSS) with Data Connection Security Requirements, and updates notice provisions 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,



BRUCE A. NEY (#15554)
816 Congress, Suite 1100
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

BULLSEYE TELECOM, INC.

INTERCONNECTION 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 MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC 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, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

BULLSEYE TELECOM, INC.

Signature: eSigned - Thomas F. TiskoSignature: eSigned - William BockelmanName: eSigned - Thomas F. Tisko
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Title: CEO
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 09 Mar 2020Date: 11 Mar 2020

BullsEye Telecom, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC 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, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

**AMENDMENT TO THE AGREEMENT
BETWEEN
BULLSEYE TELECOM, INC.
AND**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA,
AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC
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, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A
AT&T WISCONSIN**

This amendment ("Amendment") revises the Interconnection Agreement(s) ("Agreements") 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, 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, and Exhibit A, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. For the States of Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin, the Parties agree to delete Section 9.1 from Attachment 27: Access to Operations Support Systems (OSS) and replace it with the following language:

9. DATA CONNECTION SECURITY REQUIREMENTS

9.1 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.

9.1.1 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. The Parties agree to replace Section N from the Agreement with the following language:

N. Notices

N.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

N.1.1 delivered by electronic mail (email).

- N.1.2 delivered by facsimile.
- N.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
- N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section N.4 below.
- N.2.2 delivered by facsimile provided CLEC has provided such information in Section N.4 below.
- N.3 Notices will be deemed given as of the earliest of:
- N.3.1 the date of actual receipt.
- N.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.
- N.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
- N.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	General Counsel Legal Department
STREET ADDRESS	25925 Telegraph Road, Suite 210
CITY, STATE, ZIP CODE	Southfield, MI 48033
PHONE NUMBER*	(248) 784-2500
FACSIMILE NUMBER	(248) 781-2501
EMAIL ADDRESS	legal@bullseyetelecom.com
	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

- N.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section N. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- N.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section N. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

- N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.
- N.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.
- N.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
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 Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, 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. 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. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

Exhibit A

AT&T ILEC ("AT&T")	CLEC's Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	BullsEye Telecom, Inc	Interconnection Agreement	7/10/2007
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	BullsEye Telecom, Inc.	Interconnection Agreement	4/3/2006
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	BullsEye Telecom, Inc.	Interconnection Agreement	12/17/2002
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	BullsEye Telecom, Inc.	Interconnection Agreement	6/8/2010
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	BullsEye Telecom, Inc.	Interconnection Agreement	9/20/2007
Illinois Bell Telephone Company d/b/a AT&T ILLINOIS	BullsEye Telecom, Inc.	Interconnection Agreement	3/13/2002
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	BullsEye Telecom, Inc.	Interconnection Agreement	3/27/2002
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	BullsEye Telecom, Inc.	Interconnection Agreement	1/6/2003
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	BullsEye Telecom, Inc.	Interconnection Agreement	3/23/2004
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	BullsEye Telecom, Inc.	Interconnection Agreement	6/24/2004
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	BullsEye Telecom, Inc.	Interconnection Agreement	3/29/2002
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	BullsEye Telecom, Inc.	Interconnection Agreement	12/10/2002
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	BullsEye Telecom, Inc.	Interconnection Agreement	5/4/2010
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	BullsEye Telecom, Inc.	Interconnection Agreement	5/18/2010
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	BullsEye Telecom, Inc.	Interconnection Agreement	3/4/2005
The Ohio Bell Telephone Company d/b/a AT&T OHIO	BullsEye Telecom, Inc.	Interconnection Agreement	4/30/2002
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	BullsEye Telecom, Inc.	Interconnection Agreement	3/9/2005
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	BullsEye Telecom, Inc.	Interconnection Agreement	3/24/2010

AT&T ILEC ("AT&T")	CLEC's Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	BullsEye Telecom, Inc.	Interconnection Agreement	6/21/2010
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	BullsEye Telecom, Inc.	Interconnection Agreement	11/13/2002
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	BullsEye Telecom, Inc.	Interconnection Agreement	3/28/2002

**BEFORE THE KANSAS 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)
Telecommunications Act of 1996 With)
BullsEye Telecom, Inc.)
Docket No. 03-SWBT-305-IAT

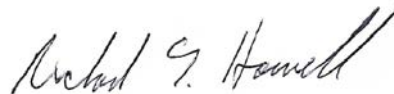
AFFIDAVIT OF RICHARD T. HOWELL

STATE OF TEXAS)
)
COUNTY OF DALLAS) ss

On the 11th day of May 2020, Richard T. Howell of Southwestern Bell Telephone Company d/b/a AT&T Kansas, personally appeared before me, the undersigned authority, and upon being duly sworn on oath, deposed and said the following:

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 BullsEye that was approved by the Commission on January 6, 2003 in the above captioned proceeding and the proposed amendment to that Agreement that is the subject of this filing.
2. This amendment replaces provisions related to Operations Support Systems (OSS) with Data Connection Security Requirements and updates notice provisions, in the current Agreement.
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 ____ day of May 2020.

Notary Public

My Commission Expires: