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AVP – Senior Legal Counsel

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Filed Date: 03/21/2017  
State Corporation Commission  
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March 21, 2017

Ms. Amy Green  
Secretary to the Commission  
Kansas Corporation Commission  
1500 SW Arrowhead Road  
Topeka, Kansas 66604-4027

Re: Docket No. 00-SWBT-892-IAT – In the Matter of the Application of Southwestern Bell Telephone Company for Approval of Interconnection and Reciprocal Compensation Agreement Under the Telecommunications Act of 1996 With High Plains/Midwest LLC d/b/a WestLink Communications.

Ms. Green:

Attached via electronic filing with the Commission is the Application for Approval of a Modification to the Interconnection Agreement (“the Agreement”) previously approved between Southwestern Bell Telephone Company d/b/a AT&T Kansas and WestLink Communications, L.L.C. (“WestLink”) on May 4, 2000 in the above-captioned docket. Also enclosed is the supporting Affidavit of Richard T. Howell, Area Manager-Regulatory Relations.

This modification implements the FCC USF/ICC Order establishing bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties in the current Agreement. The Agreement, with this modification 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. WestLink is registered as active and in good standing with the Kansas Secretary of State’s office.

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

Contact information for WestLink Communications, L.L.C. is listed below.

Officer Name:	Additional Contact Name for Notice:
Richard K. Veach	
CEO	
120 West Kansas Avenue	
Ulysses, KS 67880	
Phone: 620-356-3211	
Fax: 620-356-3242	
E-mail:	

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

Sincerely,



Bruce A. Ney  
AVP – Senior Legal Counsel

Attachments

cc: Richard K. Veach

**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 and            )  
Reciprocal Compensation Agreement            )  
Under the Telecommunications Act of            )  
1996 with High Plains/Midwest LLC            )  
d/b/a WestLink Communications                )

Docket No. 00-SWBT-892-IAT

**APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY  
FOR APPROVAL OF A MODIFICATION TO INTERCONNECTION AGREEMENT**

Southwestern Bell Telephone Company d/b/a AT&T Kansas hereby files this Application for Approval of a Modification to the Interconnection Agreement ("the Agreement)" under the Telecommunications Act of 1996 ("Federal Act") between AT&T Kansas and WestLink Communications, L.L.C. and would respectfully show the Kansas Corporation Commission ("Commission") the following:

**I. INTRODUCTION**

1. AT&T Kansas presents to this Commission a modification to the Agreement previously negotiated, executed and filed with the Commission on March 27, 2000 pursuant to the terms of the Federal Act. The Commission issued an order approving the Agreement on May 4, 2000. This modification implements the FCC USF/ICC Order establishing bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties in the current Agreement. A copy of the executed Amendment which reflects the parties' agreement to incorporate this modification to the Agreement is attached hereto as Attachment I.

## **II. REQUEST FOR APPROVAL**

2. AT&T Kansas seeks the Commission's approval of this modification to the Agreement, consistent with the provisions of the Federal Act. The implementation of this modification 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 modification to the Agreement, without change, suspension or other delay in its implementation. The Agreement, with this modification, 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 modification to the Agreement submitted herein satisfies the standards for approval under the Federal Act. (Affidavit, Attachment II).

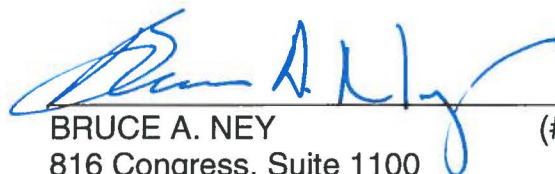
#### **IV. KANSAS LAW**

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

#### **V. CONCLUSION**

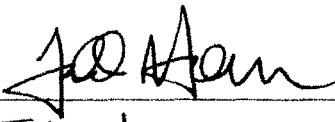
7. For the reasons set forth above, AT&T Kansas respectfully requests that the Commission approve this modification to the Agreement previously approved.

Respectfully submitted,


  
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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

**AMENDMENT**  
**BETWEEN**  
**SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS**  
**AND**  
**WESTLINK COMMUNICATIONS, LLC**



Signature:   
Name: Todd Houseman  
(Print or Type)  
Title: GEN. MANAGER / CEO  
(Print or Type)  
Date: 2/22/17

WestLink Communications, LLC

Signature:   
Name: William Greulau  
(Print or Type)  
Title: Assoc Director - Customer Contracts  
(Print or Type)  
Date: 2/27/2017

Southwestern Bell Telephone Company d/b/a AT&T  
KANSAS by AT&T Services, Inc., its authorized agent

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
WESTLINK COMMUNICATIONS, LLC  
AND  
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS**

This Amendment (the "Amendment") amends the CMRS Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 for Commercial Mobile Radio Service (the Agreement), by and between one or more of the AT&T Inc. owned Incumbent Local Exchange Carriers ("ILECs"), hereinafter referred to as 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 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, and Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN, (only to the extent that the agent for each such AT&T Inc.-owned ILEC executes this Amendment for such AT&T Inc. owned ILEC and only to the extent that such AT&T Inc. owned ILEC provides Telephone Exchange Services as an ILEC in each of the State(s) listed below) (hereinafter referred to as "AT&T") and WestLink Communications, LLC ("CMRS Provider" or WestLink Communications, LLC), shall apply to the States of Kansas. AT&T and CMRS Provider are hereinafter referred to collectively as the "Parties" and individually as a "Party."

**WHEREAS**, CMRS Provider holds authority from the Federal Communications Commission to provide Commercial Mobile Radio Services ("CMRS") employing licensed frequency(ies); and

**WHEREAS**, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189), the Parties desire to amend the Agreement to establish bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties.

**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 -- Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **DEFINITIONS**
  - 2.1 "End User(s)" means a retail third party subscriber to Telecommunications Services provided by any of the Parties. As used herein, the term "End User(s)" does not include any of the Parties to the Agreement with respect to any item or service obtained under the Agreement.
  - 2.2 "IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the End User of AT&T and the CMRS Provider's End User. All references to local Telecommunications, Local Telecommunications Traffic, Local Traffic, local traffic, Local Calls, Local Calls Traffic, Local Calls traffic, Local CMRS Calls, Local CMRS calls, Section 251(b)(5) Calls, Section 251(b)(5) Calls Traffic, Section 251(b)(5) Calls traffic and/or Section 251(b)(5) Traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".
  - 2.3 "Third Party Carrier" means a Telecommunications Carrier that is not a Party to this Agreement.
  - 2.4 "Transit Traffic" means traffic originating on CMRS Provider's network that is switched and/or transported by AT&T and delivered to a Third Party Carrier, or traffic originating on a Third Party Carrier's network that is switched and/or transported by and delivered to CMRS Provider's network. Transit Traffic is limited to Section 251(b)(5) traffic and CMRS-bound traffic within the same LATA that is routed utilizing an AT&T tandem switch where an AT&T End User is neither the originating nor the terminating party. AT&T neither



originates nor terminates Transit Traffic on its network, but acts only as an intermediary. Transit Traffic does not include traffic to or from IXCs.

3. Effective July 1, 2017 (in compliance with ¶18 of FCC Order 11-189), the Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties.
4. This Amendment is not applicable to Transit Traffic.
5. The Parties agree that the terms and conditions of this Amendment shall apply only to IntraMTA Traffic, as defined herein. Further, the terms and conditions shall only apply to traffic originated by, or terminated to, a CMRS Provider's network; e.g., this Amendment specifically does not include traffic that only uses a CMRA Provider's FCC licensed CMRS services to relay the call from one wireline facility to another.
6. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting Carrier's 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. 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.
9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
10. For all States except Arkansas, Ohio, California, and Wisconsin: This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date"). For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing ("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 91<sup>st</sup> day after filing ("Amendment Effective Date"). For California: Pursuant to Resolution ALJ 181, 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").

## PRICING SHEET

EXHIBIT A  
CMRS PROVIDER /AT&T  
Appendix Pricing

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
W2	KS	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2F				\$0.00			MOU
W2	KS	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2E				\$0.00			MOU
W2	KS	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU

**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 and )  
Reciprocal Compensation Agreement ) Docket No. 00-SWBT-892-IAT  
Under the Telecommunications Act of )  
1996 with High Plains/Midwest LLC )  
d/b/a WestLink Communications )

# AFFIDAVIT OF RICHARD T. HOWELL

STATE OF TEXAS                    )  
  )                    SS  
COUNTY OF DALLAS                )

Before me, the Undersigned Authority, on the 20th day of March, 2017, personally appeared Richard T. Howell of Southwestern Bell Telephone Company d/b/a AT&T Kansas, upon being by me duly sworn on oath deposed and said the following:

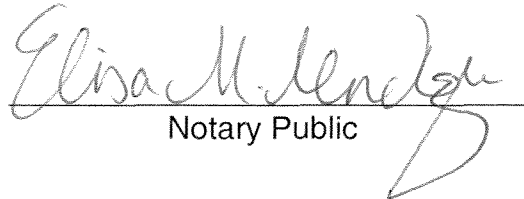
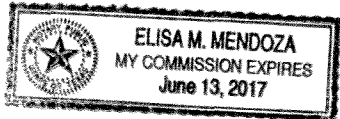
1. My name is Richard T. Howell. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am the Area Manager-Regulatory Relations for AT&T Kansas, and I have personal knowledge concerning the Interconnection Agreement (“the Agreement”) between AT&T Kansas and WestLink Communications, L.L.C. that was approved by the Commission on May 4, 2000 and the proposed modification to that Agreement.
2. This modification implements the FCC USF/ICC Order establishing bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties in the current Agreement.
3. There are no outstanding issues between the parties that need the assistance of mediation and arbitration relating to the modification to the Agreement.
4. The implementation of this modification to the Agreement is consistent with the public interest, convenience and necessity.

5. This modification to the Agreement does not discriminate against any telecommunications carrier. The modification is available to any similarly situated local service provider in negotiating a similar agreement.
6. The negotiated and executed modification to the Agreement is consistent with Kansas law.



Richard T. Howell

Subscribed and sworn to before me this 20<sup>th</sup> day of March, 2017.



Notary Public

My Commission Expires: June 13, 2017