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July 27, 2017

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

Re: Docket No. 16-SWBT-538-IAT – In the Matter of the Application of Southwestern Bell Telephone Company for Approval of Interconnection Agreement Under the Telecommunications Act of 1996 With AT&T Corp and Teleport Communications America, LLC

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 AT&T Corp. and Teleport Communications America, LLC (“CLEC”) on July 21, 2016 in the above-captioned docket. Also enclosed is the supporting Affidavit of Richard T. Howell, Area Manager-Regulatory Relations.

This amendment modifies the existing procedures for Percent Local Usage Factors 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. CLEC 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

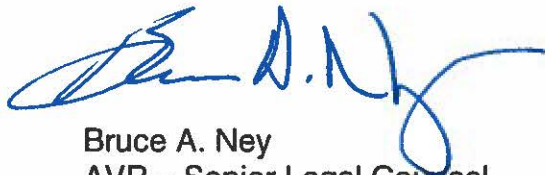
agreement, in keeping with the support for competition previously demonstrated by the Commission.

Contact information for CLEC is listed below.

CLEC Officer Name:	Additional Contact Name for Notice:
Karen Schlageter	
U.S. Carrier Relation Financials & Access Bid Support	
4467 Saint Michaels Dr.	
Lilburn, GA 30047	
Phone: 770-935-9098	
Fax: 281-664-4381	
E-mail: KS1673@att.com	

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

Sincerely,



Bruce A. Ney
AVP – Senior Legal Counsel

Attachments

cc: Karen Schlageter

**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. 16-SWBT-538-IAT
Telecommunications Act of 1996 With)	
AT&T Corp and Teleport)	
Communications America, LLC)	

**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 AT&T Corp and Teleport Communications America, LLC 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 May 27, 2016 pursuant to the terms of the Federal Act. The Commission issued an order approving the Agreement on July 21, 2016. This amendment modifies the existing procedures for Percent Local Usage Factors 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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Austin, Texas 78701
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(512) 870-3420 (Facsimile)
Attorney for Southwestern Bell Telephone
Company d/b/a AT&T Kansas

**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

**AT&T CORP AND TELEPORT
COMMUNICATIONS OF AMERICA, LLC.**

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 D/B/A AT&T ILLINOIS, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, 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

AT&T CORP.; AT&T COMMUNICATIONS OF INDIANA, LLC; AT&T COMMUNICATIONS OF TEXAS, LLC; TELEPORT COMMUNICATIONS AMERICA, LLC

Signature: eSigned - Karen SchlageterSignature: eSigned - William BockelmanName: eSigned - Karen Schlageter
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)U.S. carrier Relation Financials & Access Bid Supp
Title: _____
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 08 May 2017Date: 10 May 2017AT&T Corp.; AT&T Communications of Indiana, LLC;
AT&T Communications of Texas, LLC; Teleport
Communications America, LLCBellSouth 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, Michigan Bell Telephone Company
d/b/a AT&T MICHIGAN, Indiana Bell Telephone Company
Incorporated d/b/a AT&T INDIANA, 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

AT&T CORP.; AT&T COMMUNICATIONS OF INDIANA, LLC; AT&T COMMUNICATIONS OF TEXAS,
LLC; TELEPORT COMMUNICATIONS AMERICA, 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 MISSISSIPPI, AT&T NORTH CAROLINA,
AT&T SOUTH CAROLINA, AND AT&T TENNESSEE; INDIANA BELL TELEPHONE COMPANY
INCORPORATED D/B/A AT&T INDIANA; ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T
ILLINOIS; 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 (the "Amendment") amends the Interconnection Agreement by and 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, AT&T TENNESSEE; Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA; Illinois Bell Telephone Company d/b/a AT&T ILLINOIS; 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 ("AT&T") and AT&T Corp.; AT&T Communications of Indiana, LLC; AT&T Communications of Texas, LLC and Teleport Communications America, LLC ("CLEC"). 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 an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), and as subsequently amended (the "Agreement"); and

WHEREAS, TCG South Florida has changed its name to "Teleport Communications America, LLC" in the state of Florida and wishes to reflect that name change as set forth herein; and

WHEREAS, Teleport Communications Atlanta, Inc. has changed its name to "Teleport Communications America, LLC" in the state of Georgia and wishes to reflect that name change as set forth herein; and

WHEREAS, the Parties desire to amend the Agreement to modify existing procedures for Percent Local Usage Factors 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, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. In the state of Florida, the Agreement is hereby amended to reflect the name change from "TCG South Florida" to "Teleport Communications America, LLC".
3. AT&T shall reflect that name change from "TCG South Florida" to "Teleport Communications America, LLC" only for the main billing account (header card) for each of the accounts previously billed to TCG South Florida AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Teleport Communications America, LLC affirms, represents, and warrants that the ACNA and OCN for those

accounts shall not change from that previously used by TCG South Florida with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

4. Once this Amendment is effective, Teleport Communications America, LLC shall operate with AT&T under the "Teleport Communications America, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under Teleport Communications America, LLC, and labeling (including re-labeling) equipment and facilities with Teleport Communications America, LLC. Any change in CLEC's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only CLEC's name is changing, and no CLEC Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CLEC Name Change under this Section. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. CLEC must submit the appropriate service request to AT&T to update CLEC's name on all applicable billing accounts (BANs), and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CLEC desire to change its name on individual circuits and/or End User records, CLEC must submit the appropriate service request(s) to AT&T to update CLEC's name on individual circuits and/or End User records, and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
5. In the state of Georgia, the Agreement is hereby amended to reflect the name change from "Teleport Communications Atlanta, Inc." to "Teleport Communications America, LLC".
6. AT&T shall reflect that name change from "Teleport Communications Atlanta, Inc." to "Teleport Communications America, LLC" only for the main billing account (header card) for each of the accounts previously billed to Teleport Communications Atlanta, Inc. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Teleport Communications America, LLC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Teleport Communications Atlanta, Inc. with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
7. Once this Amendment is effective, Teleport Communications America, LLC shall operate with AT&T under the "Teleport Communications America, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under Teleport Communications America, LLC, and labeling (including re-labeling) equipment and facilities with Teleport Communications America, LLC. Any change in CLEC's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only CLEC's name is changing, and no CLEC Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CLEC Name Change under this Section. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. CLEC must submit the appropriate service request to AT&T to update CLEC's name on all applicable billing accounts (BANs), and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CLEC desire to change its name on individual circuits and/or End User records, CLEC must submit the appropriate service request(s) to AT&T to update CLEC's name on individual circuits and/or End User records, and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
8. **PERCENT LOCAL USAGE FACTORS**
 - 8.1. Each Party will provide to the other, an annual report with Percent Local Usage (PLU) calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.
 - 8.2. PLU factors will be calculated during the 2nd quarter of the current year based on the amount of actual volume delivered during the 1st quarter of the same year.
 - 8.3. The frequency of PLU updates is hereby adjusted from quarterly to annually.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

10. 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.
11. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.
12. 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 91st 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").

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) Docket No. 16-SWBT-538-IAT
Telecommunications Act of 1996 With)
AT&T Corp and Teleport)
Communications America, LLC)

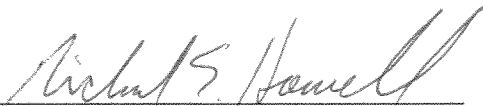
AFFIDAVIT OF RICHARD T. HOWELL

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

Before me, the Undersigned Authority, on the 25th day of July 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 AT&T Corp and Teleport Communications America, LLC that was approved by the Commission on July 21, 2016 and the proposed modification to that Agreement.
2. This amendment modifies the existing procedures for Percent Local Usage Factors 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 25 day of July 2017.


Notary Public

My Commission Expires: 3/29/2020

