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State Corporation Commission
of Kansas

February 18, 2025

Secretary to the Commission
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, Kansas 66604-4027

Re: *Docket No. 08-SWBT-940-IAT* – In the Matter of the Application of Southwestern Bell Telephone Company, LLC for Approval of Interconnection Agreement Under the Telecommunications Act of 1996 With Bandwidth.com CLEC, LLC.

Dear Secretary:

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, LLC d/b/a AT&T Kansas and Bandwidth.com CLEC, LLC ("Bandwidth.com"), approved by the Commission on July 10, 2008, in the above-captioned docket (hereinafter "the Agreement"). Also attached is the supporting Affidavit of Sally A. Briar, Area Manager-Regulatory Relations.

This proposed amendment replaces Section 3.3.2 from APPENDIX 911 of the Agreement, with language that allows Bandwidth.com to purchase facilities to interconnect to AT&T's Selective Router. 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. Bandwidth.com 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.

AT&T


Contact information for Bandwidth.com is listed below.

Bandwidth.com Officer Name:

Lisa Jill Freeman
Vice President & Regulatory Compliance Officer
900 Main Campus Drive, Venture Center III, 5th Floor
Raleigh, NC 27606
Phone: 919-439-3571
E-mail: ljfreeman@bandwidth.com

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

Sincerely,



Bruce A. Ney
AVP – Senior Legal Counsel

Attachments

cc: ljfreeman@bandwidth.com

**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)	Docket No. 08-SWBT-940-IAT
the Telecommunications Act of 1996 With)	
Bandwidth.com CLEC, LLC.)	

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

COMES NOW Southwestern Bell Telephone Company, LLC 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 (the "Act") between AT&T Kansas and Bandwidth.com CLEC, LLC ("Bandwidth.com"). In support of its Application, AT&T Kansas shows the Kansas Corporation Commission ("Commission") the following:

**I.
BACKGROUND**

1. On July 10, 2008, the Commission issued its order approving an Interconnection Agreement between AT&T Kansas and Bandwidth.com (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 Act. The proposed amendment replaces Section 3.3.2 from APPENDIX 911 of the Agreement with language that allows the Bandwidth.com to purchase facilities to interconnect to AT&T's Selective Router. A copy of the executed, proposed 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 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 proposed amendment to the Agreement, without change, suspension or other delay. The Agreement, with the proposed amendment, is a bilateral Agreement, reached through negotiation 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 Sally A. Briar, 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**

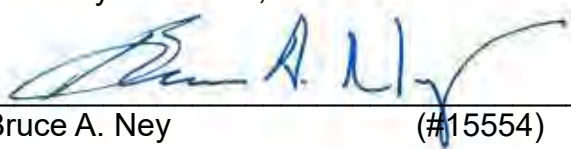
7. The proposed amendment to the Agreement is consistent with Kansas law.

V. **CONCLUSION**

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

Respectfully submitted,

BY


Bruce A. Ney

(#15554)

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Attorney for Southwestern Bell Telephone Company, LLC 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, LLC
d/b/a**

AT&T KANSAS

and

BANDWIDTH.COM CLEC, LLC

AMENDMENT

BETWEEN

**ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS,
INDIANA BELL TELEPHONE COMPANY, LLC D/B/A AT&T INDIANA,
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN,
NEVADA BELL TELEPHONE COMPANY, LLC D/B/A AT&T NEVADA
AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY,
LLC D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A
AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY,
LLC D/B/A AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND
AT&T TEXAS, WISCONSIN BELL, LLC D/B/A AT&T WISCONSIN**

AND

BANDWIDTH.COM CLEC, LLC

Signature: eSigned - Ed StockerSignature: eSigned - Kristen E. ShoreName: eSigned - Ed Stocker
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: VP, Global Infrastructure
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 04 Dec 2024Date: 05 Dec 2024**Bandwidth.com CLEC, LLC**

Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company, LLC d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company, LLC d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company, LLC d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company, LLC d/b/a AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, LLC d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
CALIFORNIA	235F	---	981E
ILLINOIS	235F	---	984E
INDIANA	235F	---	105F
KANSAS	235F	---	986E
MICHIGAN	235F	---	991E
MISSOURI	235F	---	993E
NEVADA	235F	---	988E
OHIO	235F	---	001F
OKLAHOMA	235F	---	119F
TEXAS	235F	---	004F
WISCONSIN	235F	---	007F

Description	ACNA Code(s)
ACNA(s)	BCJ

**AMENDMENT TO THE AGREEMENTS
BETWEEN
BANDWIDTH.COM CLEC, LLC
AND**

PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY, LLC D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY, LLC D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY, LLC D/B/A AT&T OHIO, SOUTHWESTERN BELL TELEPHONE COMPANY, LLC D/B/A AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, LLC D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Agreements by and between AT&T and Bandwidth.com CLEC, LLC ("CLEC") as shown in the attached Exhibit A.

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

WHEREAS, the Parties desire to modify certain provisions related to 9-1-1 Facilities; 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. For the States of California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin the Parties agree to replace Section 3.3.2 from APPENDIX 911 with the following language:

3.3 Facilities and Trunking

3.3.2 AT&T-13STATE will provide facilities to interconnect the CLEC to the AT&T-13STATE Selective Router, as specified in the applicable AT&T-13STATE Special Access tariff or Switched Access tariff. Additionally, when diverse facilities are requested by CLEC, AT&T-13STATE will provide such diversity where technically feasible, at standard AT&T-13STATE Special Access tariff or Switched Access tariff rates, as applicable.

3. 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.
4. 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.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
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. For Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, 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 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 Legal Name	Contract Type	Effective Date
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Bandwidth.com CLEC, LLC	251/252 Interconnection Agreement	06/08/2008
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS	Bandwidth.com CLEC, LLC	251/252 Interconnection Agreement	07/05/2008
Indiana Bell Telephone Company, LLC d/b/a AT&T INDIANA	Bandwidth.com CLEC, LLC	251/252 Interconnection Agreement	06/08/2008
Southwestern Bell Telephone Company, LLC d/b/a AT&T KANSAS	Bandwidth.com CLEC, LLC	251/252 Interconnection Agreement	07/20/2008
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Bandwidth.com CLEC, LLC	251/252 Interconnection Agreement	05/30/2008
Southwestern Bell Telephone Company, LLC d/b/a AT&T MISSOURI	Bandwidth.com CLEC, LLC	251/252 Interconnection Agreement	06/06/2008
Nevada Bell Telephone Company, LLC d/b/a AT&T NEVADA and AT&T WHOLESALE	Bandwidth.com CLEC, LLC	251/252 Interconnection Agreement	06/08/2008
The Ohio Bell Telephone Company, LLC d/b/a AT&T OHIO	Bandwidth.com CLEC, LLC	251/252 Interconnection Agreement	04/04/2008
Southwestern Bell Telephone Company, LLC d/b/a AT&T OKLAHOMA	Bandwidth.com CLEC, LLC	251/252 Interconnection Agreement	05/26/2008
Southwestern Bell Telephone Company, LLC d/b/a AT&T TEXAS	Bandwidth.com CLEC, LLC	251/252 Interconnection Agreement	05/02/2008
Wisconsin Bell, LLC d/b/a AT&T WISCONSIN	Bandwidth.com CLEC, LLC	251/252 Interconnection Agreement	06/12/2008

**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)
Bandwidth.com CLEC LLC.)
Docket No. 08-SWBT-940-IAT

AFFIDAVIT OF SALLY A. BRIAR

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)
ss

On the 14th day of February 2025, Sally A. Briar of Southwestern Bell Telephone Company, LLC 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 Sally A. Briar. I am over the age of 21, 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 Bandwidth.com CLEC, LLC, that was approved by the Commission on July 10, 2008, in the above captioned proceeding, and the proposed amendment to the Agreement that is the subject of this filing.
2. The proposed amendment replaces Section 3.3.2 from APPENDIX 911 of the Agreement with language that allows the Bandwidth.com to purchase facilities to interconnect to AT&T's Selective Router.
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 proposed 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.
7. I have read the Application of AT&T Kansas and verify that the statements, allegations and matters contained therein are true and correct according to the best of my knowledge and belief.



Sally A. Briar

Subscribed and sworn to before me this 14 day of February 2025.



Notary Public

My Commission Expires:

My Commission Expires
November 4, 2026

