

February 2, 2007

Ms. Susan K. Duffy, Executive Director
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, Kansas 66604-4027

STATE CORPORATION COMMISSION

FEB 02 2007

Re: Docket No. 06-SWBT-1141-IAT

Dear Ms. Duffy:

 Docket
Room

Enclosed for filing with the Commission is an original and three (3) copies of an Application for Approval of a Modification to the Interconnection Agreement ("the Agreement") previously approved between Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas and Avid Communications, LLC f/k/a Ironhorse Services, LLC ("Avid") on May 2, 2006 in the above-captioned docket. Also enclosed is the supporting Affidavit of Janet Arnold, Manager-Regulatory Relations.

This modification amends the Agreement to reflect the name change from Ironhorse Services, LLC to Avid Communications, LLC. The Agreement, with this modification, and the attachments incorporated therein are an integrated package and are the result of negotiation and compromise. This amendment has not been previously approved by the Commission. There are no outstanding issues between the parties that need the assistance of mediation or arbitration. Avid is in good standing with the Kansas Secretary of State's office.

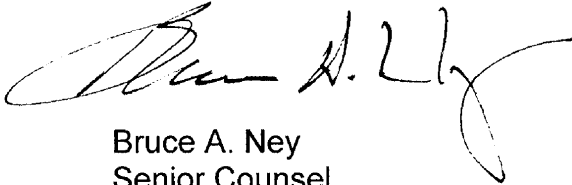
AT&T Kansas files this modification to the Agreement seeking Commission approval of its terms and conditions consistent with the Federal Telecommunications Act of 1996. AT&T Kansas represents and believes in good faith that the implementation of this modification to the Agreement is consistent with the 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 Avid is listed below.

CLEC Officer Name:	CLEC Attorney Name:
Mr. David E. Scott	
Chairman and Managing Member	
215 W. 18 th Street	
Kansas City, MO 64108	
Phone: 816-842-4510	

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

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce A. Ney". The signature is fluid and cursive, with a large, sweeping initial "B" and a long, horizontal stroke extending to the right.

Bruce A. Ney
Senior Counsel

Enclosures

cc: Ms. Eva Powers (transmittal letter only)
Mr. David Scott

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

Application of Southwestern Bell)
Telephone, L.P. for Approval of)
Interconnection Agreement Under the) Docket No. 06-SWBT-1141-IAT
Telecommunications Act of 1996 With)
Ironhorse Services, LLC)

**APPLICATION OF SOUTHWESTERN BELL TELEPHONE, L.P.
FOR APPROVAL OF A MODIFICATION TO INTERCONNECTION AGREEMENT**

Southwestern Bell Telephone, L.P. 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 Avid Communications, LLC f/k/a Ironhorse Services, LLC ("Avid") and would respectfully show the Kansas Corporation Commission ("Commission") the following:

I. INTRODUCTION

AT&T Kansas presents to this Commission a modification to the Agreement previously negotiated, executed and filed with the Commission on April 20, 2006 pursuant to the terms of the Federal Act. The Commission issued an order approving the Agreement on May 2, 2006. This modification amends the Agreement to reflect the name change from Ironhorse Services, LLC to Avid Communications, LLC. 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

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.

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

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 . . .

The affidavit of Janet Arnold, 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

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

V. CONCLUSION

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



TIMOTHY S. PICKERING (#02003)
BRUCE A. NEY (#15554) ◀
MELANIE N. McINTYRE (#19945)

220 E. Sixth Street, Room 515
Topeka, Kansas 66603-3596

(785) 276-8413

(785) 276-1948 (Facsimile)

Attorneys for Southwestern Bell Telephone, L.P.,
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, L.P., d/b/a

AT&T KANSAS

and

**AVID COMMUNICATIONS, LLC
f/k/a IRONHORSE SERVICES, LLC**

**AMENDMENT TO
INTERCONNECTION/RESALE AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T KANSAS
AND
IRONHORSE SERVICES, L.L.C.**

This Amendment to the Interconnection Agreement (the "Amendment") is dated as of January 23, 2007, by and between Southwestern Bell Telephone, L.P.¹ d/b/a AT&T Kansas ("AT&T Kansas") and Avid Communications, L.L.C. (f/k/a Ironhorse Services, L.L.C.), with its principal offices at 215 West 18th Street, Kansas City, Missouri 64108 ("Avid").

WHEREAS, AT&T Kansas and Ironhorse Services, L.L.C. ("Avid") are the parties to that certain "Interconnection Agreement" dated as of April 14, 2006 (the "Agreement"); and

WHEREAS, Ironhorse has changed its name to "Avid Communications, L.L.C.", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T Kansas and Avid hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Ironhorse Services, L.L.C." to "Avid Communications, L.L.C."
2. AT&T Kansas shall reflect that name change from "Ironhorse Services, L.L.C." to "Avid Communications, L.L.C." only for the main billing account (header card) for each of the accounts previously billed to Ironhorse. AT&T Kansas shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Kansas' 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, Avid affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by Ironhorse with AT&T Kansas for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, Avid shall operate with AT&T Kansas under the "Avid Communications, L.L.C." name for those accounts. Such operation shall include, by way of example only, submitting orders under Avid, and labeling (including re-labeling) equipment and facilities with Avid.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al. 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand


¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Texas as "AT&T Texas".

Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), AT&T Kansas shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). The Parties acknowledge and agree that AT&T Kansas has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Kansas and as of the date of that election by AT&T Kansas, the FCC Plan shall apply to this Agreement, as more specifically provided in this Agreement and/or any Amendments to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

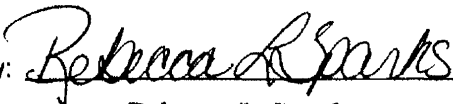
6. This Amendment shall be filed with and is subject to approval by the Kansas Corporation Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

Avid Communications, L.L.C.

By: 
Printed: David E Scott
Title: Managing Member
(Print or Type)
Date: 1/15/07

Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas
by AT&T Operations, Inc., its authorized agent

By: 
Printed: Rebecca L. Sparks
Title: Executive Director-Regulatory
Date: 1-23-07

FACILITIES-BASED OCN # 7420

ACNA LHS

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

Application of Southwestern Bell)
Telephone, L.P. for Approval of)
Interconnection Agreement Under the) Docket No. 06-SWBT-1141-IAT
Telecommunications Act of 1996 With)
Ironhorse Services, LLC)

AFFIDAVIT OF JANET ARNOLD

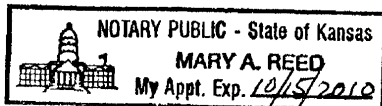
STATE OF KANSAS)
) ss
COUNTY OF SHAWNEE)

Before me, the Undersigned Authority, on the 2nd day of February, 2007, personally appeared Janet Arnold of Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas who, upon being by me duly sworn on oath deposed and said the following:

1. My name is Janet Arnold. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am the Manager-Regulatory Relations for AT&T Kansas, and I have personal knowledge concerning the Interconnection Agreement ("the Agreement") between AT&T Kansas and Avid Communications, LLC f/k/a/ Ironhorse Services, LLC which was approved by the Commission on April 20, 2006 and the proposed modification to that Agreement.
2. This modification amends the Agreement to reflect the name change from Ironhorse Services, LLC to Avid Communications, LLC.
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.

Janet Arnold
Janet Arnold

Subscribed and sworn to before me this 2nd day of February, 2007.



Mary A. Reed
Notary Public

My Commission Expires: October 15, 2010