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AT&T Kansas
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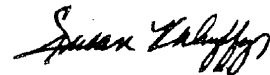
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February 26, 2007

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

STATE CORPORATION COMMISSION

FEB 26 2007

 Docket
Room

Re: Docket No. 06-SWBT-370-IAT

Dear Ms. Duffy:

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 MCI metro Access Transmission Services LLC ("MCI") on October 26, 2005 in the above-captioned docket. Also enclosed is the supporting Affidavit of Janet Arnold, Manager-Regulatory Relations.

This modification amends the Agreement to add the generic Out of Exchange Traffic Appendix and was previously approved by the Commission in Docket No. 03-SWBT-045-IAT. Per Section 2.6.2 of the Agreement, this amendment was to be incorporated into the current Interconnection Agreement, but it was inadvertently omitted from the original filing. AT&T Kansas apologizes that these documents were not filed in a timely manner, and asks the Commission to please expeditiously approve this amendment. 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. MCI is registered as active and in good standing with the Kansas Secretary of State's office.

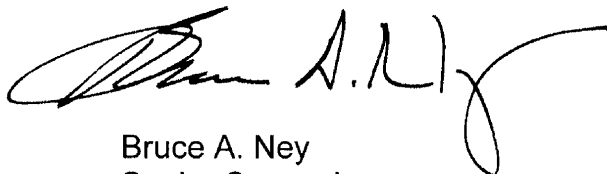
AT&T Kansas files this modification to the Agreement seeking Commission approval of its terms and conditions consistent with the Federal Telecommunications Act of 1996. AT&T Kansas represents and believes in good faith that the implementation of this modification to the Agreement is consistent with the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

CLEC Officer Name:	CLEC Attorney Name:
VP & Deputy General Counsel	
Network and Technology Law	
MCI, Inc.	
22001 Loudoun County Parkway	
Ashburn, VA 20147	
Fax: 703-886-0860	

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

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce A. Ney", with a large, stylized flourish extending from the end of the signature.

Bruce A. Ney
Senior Counsel

Enclosures

cc: Ms. Eva Powers (transmittal letter only)
VP & Deputy General Counsel

STATE CORPORATION COMMISSION

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

FEB 26 2007

 Docket
Room

Application of Southwestern Bell)
Telephone, L.P. for Approval of)
Interconnection Agreement Under the) Docket No. 06-SWBT-370-IAT
Telecommunications Act of 1996 With)
MCImetro Access Transmission)
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 and MCImetro Access Transmission Services LLC ("MCI") 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 October 11, 2005 pursuant to the terms of the Federal Act. The Commission issued an order approving the Agreement on October 26, 2005. This modification amends the Agreement to add the generic Out of Exchange Traffic Appendix and was previously approved by the Commission in Docket No. 03-SWBT-045-IAT. Per Section 2.6.2 of the Agreement, this amendment was to be incorporated into the current Interconnection Agreement, but it was inadvertently omitted from the original filing. AT&T Kansas apologizes that these documents were not filed in a timely manner, and asks the Commission to please expeditiously approve this amendment. 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) GROUNDS 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

**MCImetro ACCESS TRANSMISSION SERVICES
LLC**

AMENDMENT TO THE INTERCONNECTION AGREEMENTS

This amendment ("Amendment") to the interconnection agreements ("Agreements") is being entered into by and between Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin, (collectively, "**SBC-13STATE**") and MCImetro Access Transmission Services LLC (including those Agreements held by MCImetro as successor in interest to MCI WORLDCOM Communications, Inc., Brooks Fiber Communications, Inc., and Intermedia Communications LLC) ("collectively, "MCI") and amends the Agreements, in effect as of the Amendment Effective Date, between the Parties in the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

WHEREAS, **SBC-13STATE** and MCI are parties to Agreements that were previously submitted to the state Commissions for approval; and

WHEREAS, the Parties wish to amend the Agreements as set forth in this Amendment;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreements.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreements (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreements), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

- 2.1. On and after the Amendment Effective Date (as defined in Section 3 of this Amendment), the Agreements are hereby amended by adding Attachment A of this Amendment ("Appendix Out of Exchange Traffic") to the Agreements as a new appendix.

3. AMENDMENT EFFECTIVE DATE

- 3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the applicable state Commission or, absent such Commission approval, the date this Amendment is filed under Section 252(e)(4) of the Act ("Amendment Effective Date").

4. TERM OF AMENDMENT

- 4.1 Except as modified herein, all other rates, terms and conditions of the Agreements shall remain unchanged. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreements.

5. RESERVATIONS OF RIGHTS

- 5.1 The Parties acknowledge that they disagree as to whether this Amendment is necessary for the Parties to exchange Out of Exchange Traffic (as defined in Attachment A of this Amendment) and

that, in entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have about whether this Amendment, or any of its specific terms or conditions, is required for the exchange of Out of Exchange Traffic.

- 5.2 The Parties further acknowledge that this Amendment is intended to be an interim solution for the exchange of Out of Exchange Traffic and that in the event any legislative or administrative body of competent jurisdiction (including the FCC and the Commissions) or any court of competent jurisdiction promulgates legally effective statutes, rules, regulations or orders which materially affect any provision of this Amendment or either Party's obligations regarding Out of Exchange Traffic, the Parties shall, upon the written request of either Party, negotiate promptly and in good faith in order to amend the affected Agreements in accordance with such statutes, rules, regulations or orders.
- 5.3 The Parties further acknowledge that this Amendment and the terms and conditions set forth in Attachment A are specifically intended to apply prospectively only and that the Parties shall continue to use existing interconnection facilities and traffic routing arrangements for the exchange of Out of Exchange Traffic to the extent that such facilities and routing arrangements were used to exchange Out of Exchange Traffic prior to the Amendment Effective Date.
- 5.4 The Parties fully reserve, and do not waive, any and all rights under their existing Agreements with respect to any orders, decisions, legislation or proceedings, and any remands thereof, from any federal or state regulatory, legislative or judicial action(s), including, without limitation, their intervening law or change of law rights relating to the following actions which the Parties have not yet fully incorporated into their Agreements: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA I") and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. June 16, 2004) ("USTA II"); the FCC's "Triennial Review Order," CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36); the FCC's "Interim Rules" in WC Docket No. 04-313 and CC Docket 01-338 (FCC 04-179) (rel. August 21, 2004); and any order issued in CC Docket 96-98 or the FCC's rulemaking *In the Matter of Developing a Unified Inter-carrier Compensation Regime*, CC Docket 01-92 (est. April 27, 2001). 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 Amendment constitutes 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) and the FCC's Notice of Proposed Rulemaking *In the Matter of IP-Enabled Services*, WC Docket 04-36 (rel. March 10, 2004).

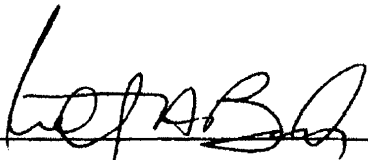
6. MISCELLANEOUS

- 6.1 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

MCImetro Access Transmission Services LLC

Illinois Bell Telephone Company d/b/a SBC
Illinois, Indiana Bell Telephone Company
Incorporated d/b/a SBC Indiana, Michigan Bell
Telephone Company d/b/a SBC Michigan,
Nevada Bell Telephone Company d/b/a SBC
Nevada, The Ohio Bell Telephone Company
d/b/a SBC Ohio, Pacific Bell Telephone
Company d/b/a SBC California, The Southern
New England Telephone Company d/b/a SBC
Connecticut, Southwestern Bell Telephone, L.P.
d/b/a SBC Arkansas, SBC Kansas, SBC
Missouri, SBC Oklahoma and/or SBC Texas,
and Wisconsin Bell, Inc. d/b/a SBC Wisconsin
by SBC Operations, Inc., its authorized agent

By: 

Printed: Michael A. Beach

Title: Vice President, Carrier Management

Date: 3/1/05

By: 

Printed: Mike Auinbauh

Title: f

AVP-Local
Interconnection Marketing

Date: _____

MAR 28 2005

FACILITIES-BASED OCN # _____
ACNA _____

ATTACHMENT A: OUT OF EXCHANGE APPENDIX

APPENDIX OUT OF EXCHANGE TRAFFIC

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APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

- 1.1 This Appendix sets forth the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 1.2 **SBC Operations Inc. (SBC-13STATE)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 Intentionally Omitted.
- 1.4 For purposes of this Appendix only, "Out of Exchange Traffic" shall be defined as those categories of traffic subject to compensation pursuant to Appendix Reciprocal Compensation and includes only such interLATA traffic as is exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
- (i) Originates from an MCIIm end user located in another ILEC's incumbent local exchange area and terminates to an **SBC-13STATE** end user customer located in an **SBC-13STATE** local exchange area or;
 - (ii) Originates from an **SBC-13STATE** end user located in an **SBC-13STATE** local exchange area and terminates to an MCIIm end user customer located in another ILEC's incumbent local exchange area.

2 INTRODUCTION

- 2.1 For purposes of this Appendix, MCIIm intends to operate and/or provide telecommunications services outside of **SBC-13STATE** incumbent local exchange areas and desires to interconnect MCIIm's network with SBC- 13STATE's network(s).
- 2.2 Intentionally Omitted.
- 2.3 Other than as set forth in this Appendix, **SBC-13STATE**'s obligations under this Agreement shall apply only to the specific operating area(s) or portion thereof in which **SBC-13STATE** is the ILEC under the Act.

3. NETWORK MANAGEMENT

- 3.1 The terms and conditions for network management, including CPN requirements, service levels, traffic management controls, reroutes, mass calling, quality of network connections and joint planning are set forth in Appendix NIM of this Agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 The Parties agree that **SBC-13STATE**'s originating traffic destined for MCIIm end user customers in another ILEC's exchange will be delivered to MCIIm's POI arrangements in an SBC local exchange area in the LATA where the traffic originates in accordance with the POI requirements set forth in the Appendix NIM of this Agreement. The Parties agree that MCIIm's traffic originating from another ILEC's exchange and destined for **SBC-13STATE** end

users will be delivered to MCI's POI arrangements in the SBC exchange area in the LATA where the traffic originates in accordance with the POI requirements set forth in Appendix NIM of this Agreement. When Out of Exchange Traffic exchanged between the end user customers of MCI and SBC-13STATE exceeds one DS1 (24 DS0s) to or from an SBC-13STATE End Office, the Parties agree to establish a direct end office trunk group.

- 4.2 If MCI is required to establish new interconnection trunks for the routing of Out of Exchange Traffic, SBC-13STATE agrees to route its originating Out of Exchange Traffic over existing trunks until such time as the new trunks are operational for a timeframe not to exceed 90 days. MCI will submit all necessary ASRs for the establishment of such new interconnection trunks. If, however, MCI's failure to submit an ASR is due to a "facilities-not-available" situation, SBC-13STATE will continue to route the traffic on existing trunks during the period in which the "facilities-not available" situation is being resolved. At such time that MCI's trunks are operational, SBC-13STATE's originating Out of Exchange traffic will be rerouted to MCI's POI according to Section 4.1 above.
- 4.3 If MCI is required to establish new interconnection trunks for the routing of Out of Exchange Traffic, MCI may route its originating Out of Exchange Traffic to SBC-13STATE's End Office via a Third Party ILEC's Tandem until such time as the new trunks are operational, for a timeframe not to exceed 90 days. MCI will submit all necessary ASRs for the establishment of such new interconnection trunks. If, however, MCI's failure to submit an ASR is due to a "facilities-not-available" situation, MCI will continue to route the traffic via a Third Party ILEC's Tandem during the period in which the "facilities-not available" situation is being resolved. At such time that MCI's trunks are operational, MCI's originating Out of Exchange traffic will be rerouted to MCI's POI according to Section 4.1 above.
- 4.4 MCI shall route originating Out of Exchange Traffic to the serving tandem as defined by the LERG.
- 4.5 Intentionally Omitted.
- 4.6 If any Out of Exchange Traffic is not properly routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem. This also includes traffic that is destined to End Offices that do not subtend SBC-13STATE tandem. The Parties shall provide notice to each other pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, the Party shall be given thirty (30) calendar days to cure such misrouting.
- 4.7 Intentionally Omitted.
- 4.8 Except as set forth in Section 4.3, MCI may deliver traffic destined to terminate at SBC-13STATE's End Office via a Third Party ILEC's Tandem solely as an overflow remedy. In no instance shall this arrangement be used to circumvent over utilization augments according to Appendix NIM. Nothing in this section shall require SBC-13STATE to deliver traffic destined to terminate at MCI's switch via a Third Party ILEC's Tandem.
- 4.9 Connection of a trunk group from MCI to SBC-13STATE's tandem(s) will provide MCI accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).
- 4.10 SBC-13STATE will open MCI NPA-NXX codes, rated to or identified to reside in non-SBC-13STATE exchange areas, in SBC-13STATE Tandems and End Offices using standard industry practice and intervals.

5. INTERCARRIER COMPENSATION

- 5.1 Nothing in this Appendix is intended to affect compensation arrangements set forth in Appendix Reciprocal Compensation of this Agreement. Such compensation arrangements shall apply for OE-LEC traffic as defined in Section 1.4.

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9. INTERLATA SECTION 251(B)(5) TRAFFIC

- 9.1 The Parties will exchange InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. SBC-13STATE will exchange such traffic using two-way direct final trunk groups (i) via a facility to MCI's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), or (iii) via a mutually agreed to meet point facility within the SBC-13STATE exchange area covered under such InterLATA waiver, or (iv) any other mutually agreed upon method. If the exchange where the traffic is terminating is not an SBC-13STATE exchange, SBC-13STATE shall exchange such traffic using a two-way DF trunk group (i) via a facility to MCI's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) any other mutually agreed upon method. SBC-13STATE will not provision or be responsible for facilities located outside of SBC-13STATE exchange areas.
- 9.2 The Parties agree that the associated traffic from each SBC-13STATE End Office will not alternate route.
- 9.3 Intentionally Omitted
- 9.4 Except as otherwise provided in this Appendix, for MCI originated/SBC-13STATE terminated traffic or SBC-13STATE originated/ MCI terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 9.5 Intentionally Omitted.
- 9.6 Intentionally Omitted.

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-370-IAT
Telecommunications Act of 1996 With)
MCImetro Access Transmission)
Services LLC)

AFFIDAVIT OF JANET ARNOLD

STATE OF KANSAS)
) ss
COUNTY OF SHAWNEE)

Before me, the Undersigned Authority, on the 26th 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:

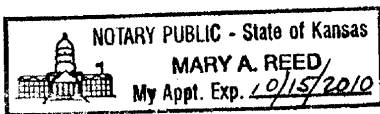
1. My name is Janet Arnold. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am the Manager-Regulatory Relations for AT&T Kansas, and I have personal knowledge concerning the Interconnection Agreement ("the Agreement") between AT&T Kansas and MCImetro Access Transmission Services LLC which was approved by the Commission on October 26, 2005 and the proposed modification to that Agreement.
2. This modification amends the Agreement to add the generic Out of Exchange Traffic Appendix and was previously approved by the Commission in Docket No. 03-SWBT-045-IAT. Per Section 2.6.2 of the Agreement, this amendment was to be incorporated into the current Interconnection Agreement, but it was inadvertently omitted from the original filing.
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

Subscribed and sworn to before me this 26th day of February, 2007.





Notary Public

My Commission Expires: *October 15, 2010*