

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

**MAR 27 2000**

*Jeffrey S. Wasaman* Docket  
Room

Application of Southwestern Bell Telephone )  
Company for Approval of Interconnection and )  
Reciprocal Compensation Agreement Under ) Docket. No. 00-SWBT-892-IAT  
the Telecommunications Act of 1996 with )  
High Plains/Midwest LLC )

**APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY  
FOR APPROVAL OF AN INTERCONNECTION AND RECIPROCAL  
COMPENSATION AGREEMENT**

Southwestern Bell Telephone Company ("SWBT") hereby files this Application for Approval of an Interconnection and Reciprocal Compensation Agreement ("the Agreement") under the Telecommunications Act of 1996 ("Federal Act") between SWBT and High Plains/Midwest LLC d/b/a WestLink Communications ("WestLink") and would respectfully show the Kansas Corporation Commission ("Commission") the following:

**I. INTRODUCTION**

SWBT presents to this Commission for approval an agreement negotiated and executed pursuant to the terms of the Federal Act (Agreement, Attachment I). After good faith negotiations to address all of the complex issues involved in such an agreement, the parties executed the Interconnection and Reciprocal Compensation Agreement on March 16, 2000 and filed herewith, together with attachments incorporated therein.

There are no outstanding issues between SWBT and WestLink that need the

assistance of mediation or arbitration.

## **II. REQUEST FOR APPROVAL**

SWBT seeks the Commission's approval of the Agreement, consistent with the provisions of the Federal Act. SWBT believes that the implementation of this Agreement complies fully with Section 252(e) of the Federal Act because the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. The Agreement promotes diversity in providers, provides interconnectivity, and will increase customer choices for telecommunications services.

SWBT respectfully requests that the Commission grant expeditious approval of this Agreement, without change, suspension or other delay in its implementation. This is a bilateral agreement, reached as a result of negotiation and compromise 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, to 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; or

The affidavit of Brett Sayre, Area Manager-Regulatory Issues, establishes that the Agreement submitted herein satisfies the standards for approval under the Federal Act. (Affidavit, Attachment II).

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

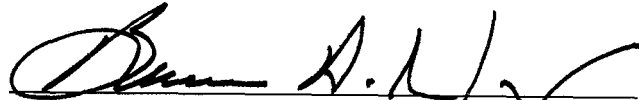
The negotiated and executed Agreement is consistent with the Kansas regulatory statutes.

#### **VI. CONCLUSION**

For the reasons set forth above, SWBT respectfully requests that the Commission approve this Agreement expeditiously.

Respectfully submitted,

SOUTHWESTERN BELL TELEPHONE COMPANY

A handwritten signature in black ink, appearing to read "Bruce A. Ney", is written over a horizontal line.

APRIL J. RODEWALD (#99007)

BRUCE A. NEY (#15554) ✓

220 E. Sixth Street, Room 515

Topeka, Kansas 66603-3596

(785-276-8413)

Attorneys for  
Southwestern Bell Telephone Company

INTERCONNECTION AND RECIPROCAL  
COMPENSATION AGREEMENT UNDER  
SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996

by and between

SOUTHWESTERN BELL TELEPHONE COMPANY

and

HIGH PLAINS/MIDWEST LLC  
d/b/a **WESTLINK** COMMUNICATIONS

(KANSAS)

**AGREEMENT FOR INTERCONNECTION**

**by and between**

**HIGH PLAINS/MIDWEST LLC  
DBA WESTLINK COMMUNICATIONS**

**and**

**SOUTHWESTERN BELL TELEPHONE COMPANY**

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## **INTERCONNECTION AGREEMENT**

This Agreement is by and between Southwestern Bell Telephone Company ("Telco") and High Plains/Midwest LLC dba WestLink Communications ("Carrier") for Interconnection for a Commercial Mobile Radio Services provider under Sections 25 1 and 252 of the Act.

WHEREAS, Telco is a Local Exchange Carrier authorized to provide such services in all or portions of the State; and

WHEREAS, Carrier holds authority from the Federal Communications Commission as a Commercial Mobile Radio Service provider holding licenses to provide two-way cellular and/or PCS service in, among other areas, the State; and

WHEREAS, the Parties desire to enter into an agreement for the interconnection of their networks within the portions of the State served by their respective networks and the exchange of traffic for the provision of telecommunications services pursuant to the Telecommunications Act of 1996 and other applicable federal, state and local laws;

NOW, THEREFORE, the Parties hereby agree as follows:

### **1. DEFINITIONS**

1.1 For purposes of this Agreement, including any and all Appendices and other attachments, the terms set forth below are defined as follows. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act or, in the absence of their inclusion in the Act, their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

1.2 "Act" means the Communications Act of 1934, 47 U.S.C. § 15 1 et seq., as amended by the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules and regulations of the FCC or the Commission and as further interpreted in any judicial review of such rules and regulations.

1.3 "Affiliate" is as defined in the Act.

1.4 "Ancillary Services" means services such as directory assistance, N1 1 codes, operator services, the 700, 8YY, and 900 SAC Codes, Switched Access Services, and 976 service. Enhanced 911 ("E911") is not an Ancillary Service.

1.5 "Ancillary Services Connection" means a one way, mobile to land Type 1 interface used solely for delivery of Ancillary Services traffic.

1.6 "Answer Supervision" means an off-hook supervisory signal sent by the receiving Party's Central Office Switch to the sending Party's Central Office Switch on all Completed Calls after address signaling has been completed.

1.7 "Applicable Laws" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including without limitation those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.

DUE TO THE SIZE OF THIS DOCUMENT, A PORTION OF IT HAS NOT BEEN SCANNED. IF YOU WOULD LIKE A COPY OF THE ENTIRE FILING, PLEASE CONTACT THE DOCKET ROOM AT (785) 271-3188.