

**BEFORE THE PUBLIC SERVICE COMMISSION  
STATE OF MISSOURI**

**FILED<sup>2</sup>**

**JUL 17 2002**

**Missouri Public  
Service Commission**

Northeast Missouri Rural Telephone Company )  
And Modern Telecommunications Company, et al. )

Petitioners, )

vs. )

Southwestern Bell Telephone Company, )  
Southwestern Bell Wireless (Cingular), )  
Voice Stream Wireless (Western Wireless) )  
Aerial Communications, Inc., CMT Partners, )  
(Verizon Wireless), Sprint Spectrum, LP, )  
United States Cellular Corp., and Ameritech )  
Mobile Communications, Inc., et al. )

Respondents. )

Case No. TC-2002-57  
Case No. TC-2002-113  
Case No. TC-2002-114  
Case No. TC-2002-167  
Case No. TC-2002-181  
Case No. TC-2002-182  
Consolidated

**PETITIONER'S MOTION REQUESTING COMMISSION TAKE OFFICIAL NOTICE  
OF DOCUMENTS**

COMES NOW Petitioners, Mid-Missouri Telephone Company, Alma Telephone Company, Northeast Missouri Rural Telephone Company, Modern Telecommunications Company, MoKan Dial, Inc., Choctaw Telephone Company, and Chariton Valley Telephone Company, ("MITG Companies") and pursuant to § 536.070(6) RSMo and 4 CSR 240-2.130(2), hereby request the Missouri Public Service Commission ("Commission") to take official notice of the referenced portions of the following interconnection agreement, and the Commission order approving same:

1. The interconnection agreement between Southwestern Bell Telephone Company and ALLTEL Mobile Communications, Inc., which was submitted for approval pursuant to §

252(e)(1) of the Telecommunications Act of 1996, 47 U.S.C. § 252(e)(1), and was approved by the Commission pursuant to § 252(e)(1) of the Act in case TO-98-156 on January 6, 1998.

2. After approval by the Commission, the interconnection agreement was duly filed with the Commission pursuant to 4 CSR 240-30.010. Upon filing, this interconnection agreement became a part of the law of the State of Missouri pursuant to § 392.220.1 RSMo. *Central Controls Co., Inc. v. AT & T Information Systems, Inc.*, 746 S.W.2d 150, 153 (Mo. App. E.D. 1988) (“*Central Controls*”).

3. Pursuant to §536.070(6) RSMo, an agency “shall take official notice of all matters of which the courts take judicial notice.” As the interconnection agreement is recognized as part of the law of Missouri, the Commission may take official notice of the interconnection agreement. *Central Controls*, 746 S.W.2d at 153.

4. This interconnection agreement is over 50 pages in length. Producing the entire agreement as an exhibit, with the requisite number of copies, would be cumbersome and burdensome, as well as costly to reproduce. Petitioner’s recognize other parties may desire notice and use of other excerpts.

WHEREFORE Petitioners request that the Commission take official notice, for purposes of this proceeding, of the complete interconnection agreement cited above, and more specifically the attached Commission order in Case No. TO-98-156, which approved the interconnection agreement, and the following portions of said interconnection agreement: the cover page, index pages i-iv, 7, 9-15, 37, Appendix PRICING page 1, and Appendix DCO page 1.

Respectfully Submitted,

**ANDERECK, EVANS, MILNE,  
PEACE & JOHNSON, L.L.C.**

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**ATTORNEYS FOR PETITIONERS  
ATTORNEYS FOR PETITIONERS**

**CERTIFICATE OF SERVICE CERTIFICATE OF SERVICE**

The undersigned does hereby certify that a true and accurate copy of the foregoing was mailed, via U.S. Mail, postage prepaid, this 17<sup>th</sup> day of July, 2002, to all attorneys of record in this proceeding.

*Lisa Chase*  
Lisa Cole Chase Mo Bar No. 51502

**FILED<sup>4</sup>**

JUL 17 2002

Missouri Public  
Service CommissionSTATE OF MISSOURI  
PUBLIC SERVICE COMMISSIONAt a Session of the Public Service  
Commission held at its office  
in Jefferson City on the 6th  
day of January, 1998.

In the Matter of the Application of )  
 Southwestern Bell Telephone Company )  
 for Approval of Interconnection )  
 Agreement With AllTel Mobile )  
 Communications, Inc. Under the )  
 Telecommunications Act of 1996. )

CASE NO. TO-98-156**ORDER APPROVING INTERCONNECTION AGREEMENT**

Southwestern Bell Telephone Company (SWBT) filed an application with the Missouri Public Service Commission (Commission) on October 10, 1997, for approval of an Agreement For Interconnection and Reciprocal Compensation (the Agreement) between SWBT and AllTel Mobile Communications, Inc. (AllTel). The Agreement was filed pursuant to Section 252(e)(1) of the Telecommunications Act of 1996 (the Act). See 47 U.S.C. ' 251, et seq.

The Commission issued an Order and Notice on October 20 which established a deadline for applications to participate without intervention, and established a deadline for comments. The Mid-Missouri Group of Local Exchange Telephone Companies (the Mid-MO Group)<sup>[1]</sup>, the Small Telephone Company Group (the STCG)<sup>[2]</sup>, and Fidelity Telephone Company and Bourbeuse Telephone Company (collectively Fidelity) filed timely applications for participation, which were granted on November 18. The Mid-MO Group filed comments on November 24, and SWBT filed a reply on December 1. The STCG and Fidelity filed comments on December 1, and SWBT filed a reply on December 10. The Staff of the Commission (Staff) filed a memorandum containing its recommendations on December 16.

Although comments were filed, no one requested a hearing. The requirement for a hearing is met when the opportunity for a hearing has been provided and no proper party has requested the opportunity to present evidence. State ex rel. Rex Deffenderfer Enterprises, Inc. v. Public Service Commission, 776 S.W.2d 494, 496 (Mo. App. 1989). Since no one has requested a hearing in this case, the Commission may grant the relief requested based upon the verified application. However, the Commission will consider the comments filed by the Mid-MO Group, the STCG, and Fidelity, along with Staff=s recommendation.

### Discussion

The Commission, under the provisions of Section 252(e) of the Act, has authority to approve an interconnection agreement negotiated between an incumbent local exchange company (ILEC) and other telecommunications carriers. The Commission may reject an interconnection agreement only if the agreement is discriminatory to a nonparty or is inconsistent with the public interest, convenience and necessity.

The initial term of the Agreement between SWBT and AllTel is a six-month period from the effective date of the Agreement; thereafter, the Agreement shall continue in effect until one of the parties gives a 60-day written notice of termination.

The Agreement states that AllTel may interconnect with SWBT=s network at any technically feasible point. The points of interconnection agreed to by the parties are listed in Appendix DCO. The Agreement also describes the network architectures which the parties may use to interconnect their networks. Either party may request physical collocation or virtual collocation. AllTel may collocate at a SWBT facility with a third party with whom SWBT has already contracted for collocation, and vice versa.

Either party may also request SONET-based interconnection. In addition, the parties may share SWBT interconnection facilities. As a result of the interLATA restrictions on SWBT, AllTel agrees to interconnect with at least one SWBT facility in each LATA in which it desires to pass traffic to SWBT for transport and termination.

Further, the parties have agreed upon a factor for traffic which crosses a major trading area (MTA) boundary. This factor represents the percent of total minutes which will be billed access charges. The parties agree that the initial factor will be set at .05. However, AllTel is responsible for conducting a reasonable traffic study within 60 days after the effective date of the Agreement, in order to determine the actual interMTA factor. In addition, AllTel agrees to conduct a new traffic study every 12 months thereafter, to ensure that the MTA factor is accurate.

AllTel may order equal access trunks, such that traffic exchanged between AllTel=s and SWBT=s network will have switched access to interexchange carriers (IXCs), thus enabling AllTel=s end users to access IXCs. AllTel shall provide appropriate call data to allow SWBT to bill IXCs for originating access. AllTel shall also pay SWBT switched access charges for any traffic which crosses an MTA boundary.

With respect to third-party providers, AllTel and SWBT agree to compensate each other for traffic that transits their respective systems to any third-party provider. The parties also agree to enter into their own agreements with third-party providers. In the event that AllTel sends traffic through SWBT=s network to a third-party provider with whom AllTel does not have a traffic interchange agreement, AllTel will indemnify SWBT for any termination charges rendered by a third-party provider for such traffic.

In addition, the Agreement provides for the transmission and routing of other types of traffic, such as 800/888 traffic, E911/911 traffic, operator services, and directory assistance. AllTel may request Area Wide Calling Plan (AWCP) arrangements. SWBT will also provide Signaling System 7 (SS7) at AllTel=s request. In addition, the Agreement provides for access to numbering resources, access to rights-of-way, and network maintenance. SWBT will make local dialing parity available to AllTel in accordance with the Act.

Finally, the Agreement provides that both parties shall provide each other with reciprocal compensation for the transport and termination of local traffic at the rates specified in the Appendix Pricing. Because the parties recognize that the rates provided in the Agreement may be affected by subsequent rulings of state or federal legislative bodies, courts, or regulatory agencies, the Agreement provides that in the event of a final, non-appealable ruling, the parties shall Atrue-up@ the reciprocal compensation within 60 days of the ruling, provided that the true-up date occurs within 3 years from the effective date of the Agreement.

On November 24, the Mid-MO Group filed its comments. The Mid-MO Group states that its member companies have no way to track wireless traffic which transits SWBT=s tandem switch and terminates in the end offices of its member companies, and adds that neither SWBT nor AllTel has offered to provide its members with wireless usage reports. The Mid-MO Group further complains that the Agreement changes the relationship between SWBT and its member companies in a way that creates an administrative burden for its members. Thus, the Mid-MO Group believes that the Agreement is not in the public interest and discriminates against LECs not a party to the Agreement, and asks that the Commission carefully consider its approval of the

Agreement. For a further explanation of its concerns, the Mid-MO Group refers to the Commission=s decision in Case No. TC-96-112, and the testimony presented in Case No. TT-97-524, involving SWBT=s proposed revision to its wireless interconnection tariff.

On December 1, the STCG and Fidelity filed their comments. The STCG and Fidelity state that since the language in the present interconnection agreement is similar to the language in dispute in the tariff filed in Case No. TT-97-524, which has been suspended, they have concerns regarding the approval of the interconnection agreement before the resolution of that case. They also contend that the portion of the Agreement regarding compensation of third-party providers may discriminate against companies that are not a party to the Agreement because the Agreement mandates a business relationship between wireless carriers and third-party providers which may not be in the economic interest of either party. For a more complete explanation of the concerns raised, the STCG and Fidelity refer the Commission to the rebuttal testimony of Mr. Robert Schoonmaker filed in Case No. TT-97-524. In conclusion, the STCG and Fidelity ask that the Commission state in its order approving the interconnection agreement that approval of the Agreement is conditioned upon the Commission=s decision in Case No. TT-97-524, and that the Agreement must be interpreted in accordance with the Commission=s findings and conclusions in that case.

SWBT filed a reply to the comments of the Mid-MO Group on December 1, and a reply to the comments of the STCG and Fidelity on December 10. In response to the Mid-MO Group, SWBT states that any added administrative burden is the result of the requirements of the Act, and not any action on the part of SWBT. In addition, SWBT states that since the members of the Mid-MO Group are the ones providing the termination service and seeking to



be paid for it, it is not unreasonable that they be the ones to negotiate their own rates and establish other terms of the service they will provide. In response to the STCG and Fidelity, SWBT maintains that the Agreement does not mandate a particular Abusiness relationship@ between AllTel and third-party providers; rather, the STCG=s members and wireless carriers such as AllTel are free to negotiate their own arrangements relating to compensation, which can take into consideration and accommodate any unique economic interests they may have.

Staff filed its recommendation on December 16. With respect to the comments filed by the STCG, Fidelity, and the Mid-MO Group, Staff indicates that those issues will be addressed by the Commission in Case No. TT-97-524, and adds that Staff=s position can be found in the testimony filed in that case, and in several previous staff recommendations. Staff describes in general terms the provisions of the Agreement, and notes that one particular provision has not previously appeared in an interconnection agreement between SWBT and a wireless carrier. Staff explains that the parties have agreed to a transiting traffic factor which represents the percentage of land to mobile minutes which will be considered transiting minutes. The factor agreed upon is .304, which will be applied to the total minutes delivered to AllTel from SWBT before the application of the interMTA factor, to determine the minutes subject to reciprocal compensation. Practically applied, this factor assumes that 30.4% of traffic passed from SWBT to AllTel is originated by a third-party provider, thus 69.6% of such traffic would be subject to reciprocal compensation.

Staff maintains that the transiting traffic factor is merely a practical agreement between the parties and has no real bearing upon third-party providers. Since the parties agree that 30.4% of traffic passed from

SWBT to AllTel is not subject to reciprocal compensation, SWBT would not be responsible for paying AllTel termination charges for that portion of the traffic. Theoretically, that means AllTel would seek compensation for that portion of the traffic from the third-party providers that originated it. However, Staff points out that the Agreement is not binding upon third-party providers as to the amount of traffic actually passed by them to AllTel. Staff claims that the reciprocal compensation agreements negotiated between wireless carriers and third-party providers will likely be based upon SWBT's Cellular Transiting Usage Summary Report (CTUSR), which contains the actual minutes of use (MOUs) passed between wireless carriers and third-party providers. Further, Staff states that if wireless carriers and third-party providers do use some type of factor in lieu of actual MOUs, they are free to negotiate the amount and application of the factor along with any other terms of interconnection.

Staff states that it has reviewed the proposed interconnection agreement and believes that the agreement between SWBT and AllTel meets the limited requirements of the Telecommunications Act of 1996. Specifically, Staff states that the Agreement does not appear to discriminate against telecommunications carriers not a party to the interconnection agreement and does not appear to be against the public interest. Staff recommends that the Commission approve the interconnection agreement and direct SWBT

and AllTel to submit any modifications or amendments to the Commission for approval.

### **Findings of Fact**

The Missouri Public Service Commission, having considered all of the competent and substantial evidence upon the whole record, makes the

following findings of fact.

The Commission has considered SWBT=s application, the interconnection agreement, the comments of the Mid-MO Group, the STCG, and Fidelity, SWBT=s replies, and Staff=s recommendation. Based upon that review, the Commission finds that the interconnection agreement filed on October 10 meets the requirements of the Act in that it does not unduly discriminate against a nonparty carrier, and implementation of the Agreement is not inconsistent with the public interest, convenience and necessity.

The Commission has considered Staff=s discussion of the transiting traffic factor contained in the Agreement. The Commission agrees with Staff that the transiting traffic factor contained in the Agreement is not binding upon third-party providers with regard to the amount of traffic actually passed by them to AllTel, and so finds. However, the Commission notes that the CTUSR report mentioned by Staff only contains MOUs that originate from wireless carriers and terminate in the exchanges of third-party providers, and does not contain MOUs that originate from third-party providers and terminate on the networks of wireless carriers. Nevertheless, third-party providers should be able to determine the actual MOUs that originate on their networks.

The Commission has also considered the concerns raised by the Mid-MO Group, the STCG, and Fidelity. Since the time that the comments and Staff=s recommendation were filed, the Commission has issued its Report and Order in Case No. TT-97-524. In that order, the Commission found that the CTUSR reports developed by SWBT will provide third-party providers with adequate information with which to bill wireless carriers. The Commission ordered SWBT to make its CTUSR report immediately available to the member companies of the Mid-MO Group, the STCG, Fidelity, and the wireless carriers. The

Commission finds that its approval of the Agreement is conditioned upon its decision in Case No. TT-97-524, and that the Agreement must be interpreted in conformity with the Commission's findings and conclusions in that case.

### **Modification Procedure**

This Commission's first duty is to review all resale and interconnection agreements, whether arrived at through negotiation or arbitration, as mandated by the Act. 47 U.S.C. ' 252. In order for the Commission's role of review and approval to be effective, the Commission must also review and approve modifications to these agreements. The Commission has a further duty to make a copy of every resale and interconnection agreement available for public inspection. 47 U.S.C. ' 252 (h). This duty is in keeping with the Commission's practice under its own rules of requiring telecommunications companies to keep their rate schedules on file with the Commission. 4 CSR 240-30.010.

The parties to each resale or interconnection agreement must maintain a complete and current copy of the agreement, together with all modifications, in the Commission's offices. Any proposed modification must be submitted for Commission approval, whether the modification arises through negotiation, arbitration, or by means of alternative dispute resolution procedures.

The parties shall provide the Telecommunications Staff with a copy of the resale or interconnection agreement with the pages numbered consecutively in the lower right-hand corner. Modifications to an agreement must be submitted to the Staff for review. When approved the modified pages will be substituted in the agreement which should contain the number of the page being replaced in the lower right-hand corner. Staff will date-stamp the

pages when they are inserted into the Agreement. The official record of the original agreement and all the modifications made will be maintained by the Telecommunications Staff in the Commission's tariff room.

The Commission does not intend to conduct a full proceeding each time the parties agree to a modification. Where a proposed modification is identical to a provision that has been approved by the Commission in another agreement, the modification will be approved once Staff has verified that the provision is an approved provision, and prepared a recommendation advising approval. Where a proposed modification is not contained in another approved agreement, Staff will review the modification and its effects and prepare a recommendation advising the Commission whether the modification should be approved. The Commission may approve the modification based on the Staff recommendation. If the Commission chooses not to approve the modification, the Commission will establish a case, give notice to interested parties and permit responses. The Commission may conduct a hearing if it is deemed necessary.

### **Conclusions of Law**

The Missouri Public Service Commission has arrived at the following conclusions of law.

The Commission, under the provisions of Section 252(e)(1) of the Federal Telecommunications Act of 1997, 47 U.S.C. ' 252(e)(1), is required to review negotiated interconnection agreements. It may only reject a negotiated agreement upon a finding that its implementation would be discriminatory to a nonparty or inconsistent with the public interest, convenience and necessity under Section 252(e)(2)(A). Based upon its review of the interconnection agreement between SWBT and AllTel, and its findings of fact, the Commission concludes that the interconnection agreement filed

on October 10 is neither discriminatory nor inconsistent with the public interest, and should be approved.

The Commission also has the authority, after hearing upon its own motion or upon complaint, to determine whether the rules, regulations, or practices of any telecommunications company are unjust or unreasonable, and to determine the just, reasonable, adequate, efficient, and proper regulations, practices, and service to be observed and used by a telecommunications company. '392.240.2, RSMo 1994. The Commission has previously found in Case No. TT-97-524 that SWBT will be required to make available a CTUSR report that contains information sufficient to allow third-party providers to bill wireless carriers for wireless-originating traffic which terminates in the exchanges of those providers. This obligation applies equally to traffic originating on AllTel=s network, which transits SWBT=s network and terminates on the networks of third-party providers.

**IT IS THEREFORE ORDERED:**

1. That the interconnection agreement filed on October 10, 1997 between Southwestern Bell Telephone Company and AllTel Mobile Communications, Inc. is approved.
2. That Southwestern Bell Telephone Company and AllTel Mobile Communications, Inc. shall file a copy of the interconnection agreement with the Staff of the Missouri Public Service Commission, with the pages numbered seriatim in the lower right-hand corner, no later than January 20, 1998.
3. That any changes or modifications to this agreement shall be filed with the Commission for approval pursuant to the procedure outlined in this order.
4. That Southwestern Bell Telephone Company is obligated to make

available to the member companies of the Mid-Missouri Group of Local Exchange Companies, the Small Telephone Company Group, and Fidelity Telephone Company and Bourbeuse Telephone Company, its Cellular Transiting Usage Summary Report, consistent with the Commission's Report and Order in Case No. TT-97-524.

5. That the Commission, by approving this agreement, makes no finding as to whether Southwestern Bell Telephone Company has fulfilled the requirements of Section 271 of the Telecommunications Act of 1996, including the competitive checklist of any of the 14 items listed in Section 271(c)(2)(B).

6. That this Report and Order shall become effective on January 8, 1998.

7. That this case shall be closed on January 22, 1998.

**BY THE COMMISSION**

**Dale Hardy Roberts**  
**Secretary/Chief Regulatory Law Judge**

(S E A L)

Lumpe, Ch., Crumpton,  
Murray, and Drainer,  
CC., Concur.

Bensavage, Regulatory Law Judge

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<sup>[1]</sup>For purposes of this proceeding, the Mid-Missouri Group of Local Exchange Telephone Companies is comprised of Alma Telephone Company, Chariton Valley Telephone Corporation, Choctaw Telephone Company, Mid-Missouri Telephone Company, MoKan Dial Inc., Modern Telecommunications Company, Northeast Missouri Rural Telephone Company, and Peace Valley Telephone Company.

<sup>[2]</sup>For purposes of this proceeding, the Small Telephone Company Group is comprised of BPS Telephone Company, Cass County Telephone Company, Citizens Telephone Company of Higginsville, Missouri, Inc., Craw-Kan Telephone Cooperative, Inc., Ellington Telephone Company, Grand River Mutual Telephone Cooperation, Green Hills Telephone Corporation, Holway Telephone Company, Iamo Telephone Company, Kingdom Telephone Company, KLM Telephone Company, Lathrop Telephone Company, Mark

Twain Rural Telephone Company, McDonald County Telephone Company, Miller Telephone Company, New Florence Telephone Company, New London Telephone Company, Orchard Farm Telephone Company, Oregon Farmers Mutual Telephone Company, Steelville Telephone Exchange, Inc., Stoutland Telephone Company.



MISSOURI

**FILED<sup>2</sup>**  
DEC 14 2000  
Missouri Public  
Service Commission

**AGREEMENT FOR INTERCONNECTION  
AND RECIPROCAL COMPENSATION**

by and between

**ALLTEL MOBILE COMMUNICATIONS, INC.**

and

**SOUTHWESTERN BELL TELEPHONE COMPANY**

24

## TABLE OF CONTENTS

<u>Section Number and Heading</u>	<u>Page Number</u>
1. DEFINITIONS .....	1
2. INTERCONNECTION .....	5
2.1 Interconnection Facilities.....	5
2.2 Facility Location .....	6
2.3 Additional Interconnection Methods Available to Carrier .....	7
2.4 Interconnection Methods Available to SWBT .....	8
2.5 Technical Requirements and Standards .....	9
3. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE PURSUANT TO SECTION 251(C)(2) .....	9
3.1 Basic Terms.....	9
3.2 Reciprocal Compensation.....	11
3.3 Additional Compensation.....	12
3.4 Signaling.....	13
4. TRANSMISSION AND ROUTING OF EXCHANGE ACCESS SERVICE PURSUANT TO SECTION 251(C)(2) .....	13
4.1 General.....	13
4.2 Access Charges.....	13
5. TRANSMISSION AND ROUTING OF OTHER TYPES OF TRAFFIC .....	15
5.1 800/888 Traffic .....	15
5.2 E911/911 Traffic.....	15

## TABLE OF CONTENTS

<u>Section Number and Heading</u>	<u>Page Number</u>
5.3 Directory Assistance.....	16
5.4 Operator Services.....	18
5.5 Area Wide Call Plan .....	18
6. ADDITIONAL ORDERING AND BILLING PROVISIONS .....	19
6.1 Ordering.....	19
6.2 Billing .....	21
6.3 Miscellaneous Nonrecurring Charges .....	21
7. NETWORK MAINTENANCE AND MANAGEMENT .....	23
7.1 Network Management Controls .....	23
7.2 Law Enforcement and Civil Process.....	24
8. NUMBERING ISSUES .....	24
8.1 Access to Numbering Resources.....	24
8.2 Local Dialing Parity.....	25
9. VERIFICATION REVIEWS .....	25
10. LIABILITY AND INDEMNIFICATION.....	26
10.1 Untitled.....	26
10.2 NO CONSEQUENTIAL DAMAGES .....	26
10.3-10.5 Untitled .....	26
11. CONFIDENTIALITY AND PROPRIETARY INFORMATION .....	27

## TABLE OF CONTENTS

<u>Section Number and Heading</u>	<u>Page Number</u>
12. PUBLICITY .....	29
13. DISPUTE RESOLUTION.....	29
13.1 Finality of Disputes .....	29
13.2 Alternative to Litigation .....	29
14. INTERVENING LAW .....	30
15. SECTION 252(i) OBLIGATIONS.....	31
16. ACCESS TO RIGHTS OF WAY .....	31
17. CERTIFICATION REQUIREMENTS.....	32
18. MISCELLANEOUS PROVISIONS .....	32
18.1 Effective Date .....	32
18.2 Term and Termination .....	32
18.3 Binding Effect .....	32
18.4 Assignment.....	33
18.5 Third Party Beneficiaries.....	33
18.6 Force Majeure.....	33
18.7 DISCLAIMER OF WARRANTIES.....	33
18.8 Survival of Obligations .....	34
18.9 Waiver .....	34
18.10 Trademarks and Trade Names.....	34
18.11 Taxes.....	34

## TABLE OF CONTENTS

<u>Section Number and Heading</u>	<u>Page Number</u>
18.12 Relationship of the Parties.....	34
18.13 Services.....	35
18.14 Notices.....	35
18.15 Expenses.....	35
18.16 Headings.....	35
18.17 Governing Law.....	35
18.18 Multiple Counterparts.....	36
18.19 Complete Terms.....	36
SIGNATURE PAGE.....	37

### APPENDICES:

PRICING

DCO

provide Carrier at least 120 days written notice and shall work cooperatively with Carrier to reestablish the interconnection at another SWBT location within the 120 days. SWBT agrees to waive nonrecurring charges associated with SWBT initiated re-homing of facilities; provided, however, that Carrier shall be responsible for any other costs associated with the reconfiguration of the Carrier's network. In addition, SWBT may add a location to Appendix DCO at any time, and shall notify Carrier of such addition in writing, which shall be considered an amendment to Appendix DCO.

#### **2.2.2 Per LATA Requirement**

Carrier acknowledges that SWBT is restricted in its ability to pass traffic from one LATA to another under the Act. As a result, Carrier agrees to interconnect to at least one SWBT facility in each LATA in which it desires to pass traffic to SWBT for transport and termination within such LATA. This requirement shall remain in effect until SWBT, in its reasonable judgment, notifies Carrier in writing that it is no longer subject to InterLATA restrictions in its Territory.

#### **2.2.3 Incumbent LEC Requirement**

The Parties acknowledge that the terms and conditions specified in this Agreement do not apply to the provision of services or facilities by SWBT in those areas where SWBT is not the incumbent LEC.

### **2.3 Additional Interconnection Methods Available to Carrier**

- 2.3.1 Carrier may provide its own facilities and transport for the delivery of traffic from its MSC (or other mutually agreed upon point on Carrier's network) to the interconnection point on SWBT's network. Alternatively, Carrier may purchase an entrance facility and transport from a third party or from SWBT for the delivery of such traffic. Rates for entrance facilities and transport purchased from SWBT are specified in Section 7 of the applicable interstate or intrastate Special Access Tariffs.
- 2.3.2 Carrier may request virtual collocation from SWBT at the rates, terms and conditions specified in FCC Tariff No. 73, Section 25, and physical collocation as specified in applicable tariff (or in the absence of an applicable tariff, on an individual case basis). Alternatively, Carrier may collocate at a SWBT facility with a third party with whom SWBT has already contracted for collocation. When Carrier collocates at a SWBT facility, it shall provide for the transport of traffic from its network to the appropriate interconnection point on SWBT's network pursuant to section 2.3.1 above. SWBT shall provide collocation space to Carrier only for equipment used for the purposes of interconnecting to SWBT's network.

## **2.5 Technical Requirements and Standards**

- 2.5.1 Each Party will provide the services in this Agreement to the other Party at a standard at least equal in quality and performance to that which the Party provides itself. Either Party may request, and the other Party will provide, to the extent technically feasible, services that are superior or lesser in quality than the providing Party provides to itself, provided, however, that such services shall be considered Special Requests.
- 2.5.2 Nothing in this Agreement will limit either Party's ability to modify its network, including, without limitation, the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such modifications to its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. Carrier will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of SWBT modifications, including, without limitation, changes in facilities, operations or procedures, minimum network protection criteria, or operating or maintenance characteristics of facilities.

## **3. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE PURSUANT TO SECTION 251(C)(2)**

This Section 3 provides the terms and conditions for the exchange of traffic between the Parties' respective networks for the transmission and routing by the Parties of Local Traffic and Transiting Traffic.

### **3.1 Basic Terms**

#### **3.1.1 Mobile to Land Traffic**

- 3.1.1.1 Carrier shall be responsible for the delivery of traffic from its network to the appropriate point of interconnection on its network for the transport and termination of such traffic by SWBT to a SWBT end user or for delivery by SWBT to a Third Party Provider.
- 3.1.1.2 Unless Carrier elects to provision its own facilities under section 2.3, SWBT shall provide the physical plant facilities that interconnect Carrier's point of interconnection with SWBT's point of interconnection. SWBT shall provision mobile to land connecting facilities for Carrier under the terms and conditions specified in Section 7 of the applicable interstate or intrastate Special Access Tariffs.

### 3.1.2 Land to Mobile Traffic

3.1.2.1 SWBT shall be responsible for the delivery of traffic from its network to the appropriate point of interconnection (within the serving wire center boundary of the end office in which the tandem, providing Type 2A Interconnection, is located, or within the serving wire center boundary of the end office providing Type 1 Interconnection) on its network for the transport and termination of such traffic by Carrier to the handset of a Carrier end user.

3.1.2.2 Unless SWBT elects to have Carrier or a third party provision facilities under section 2.4, SWBT shall provide the physical plant facilities that interconnect SWBT's point of interconnection with Carrier's point of interconnection. SWBT shall be responsible for the physical plant facility from its network to the appropriate point of interconnection within the serving wire center boundary of the end office in which the tandem, providing Type 2A Interconnection, is located, or within the serving wire center boundary of the end office providing Type 1 Interconnection on its network.

### 3.1.3 Traffic To Third Party Providers

Carrier and SWBT shall compensate each other for traffic that transits their respective systems to any Third Party Provider, as specified in Appendix PRICING. The Parties agree to enter into their own agreements with Third Party Providers. SWBT agrees that it will not block traffic involving Third Party Providers with whom Carrier has not reached agreement. In the event that Carrier does send traffic through SWBT's network to a Third Party Provider with whom Carrier does not have a traffic interchange agreement, then Carrier agrees to indemnify SWBT for any termination charges rendered by a Third Party Provider for such traffic.

### 3.1.4 Transiting Traffic Factor

The Parties have agreed upon the land to mobile transiting traffic factor specified in Appendix PRICING paragraph 5.3, which represents the percentage of land to mobile minutes which will be considered as transiting minutes. The Parties have agreed to use the factor developed as a reasonable representation of the land to mobile traffic which is originated by a Third Party Provider and transits SWBT's network. This factor will be applied to the total minutes delivered to Carrier from SWBT, before the application of the interMTA factor outlined in section 4.2.2, to determine the minutes subject to reciprocal compensation. SWBT agrees to



review the factor upon Carrier request, but no more often than once every twelve (12) months after the effective date of this Agreement. SWBT will make the results of the factor development available to Carrier to ensure the Parties are using an accurate transiting traffic factor.

### 3.2 Reciprocal Compensation

#### 3.2.1 Rates

The Parties shall provide each other Reciprocal Compensation for the transport and termination of Local Traffic at the rates specified in Appendix PRICING. SWBT shall compensate Carrier for the transport and termination of Local Traffic originating on SWBT's network; Carrier shall compensate SWBT for the transport and termination of Local Traffic originating on Carrier's network. Compensation shall vary based on the method of interconnection used by the Parties, as specified in Appendix PRICING. Additional charges may also apply (on a non-reciprocal basis) as provided for in this Agreement. The Parties acknowledge that the rates set forth in Appendix PRICING are interim and shall be replaced by final rates as adopted by the Commission, or the FCC, based on final and unappealable costing rules adopted by the FCC, as further described below and in Section 14.

#### 3.2.2 True Up

The Parties recognize that rates, among other things, provided for under this Agreement may be affected by subsequent rulings of state or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction. Accordingly, the Parties agree that in the event of such a final, non-appealable ruling, the Parties shall true up the Reciprocal Compensation provided for in this section once such a ruling, decision or other mandate becomes effective, final and non-appealable (the "True Up Date"); provided that the True Up Date occurs within three years from the Effective Date of this Agreement. The Parties shall complete the true up 60 days after the True Up Date.

#### 3.2.3 Exclusions

Reciprocal Compensation shall apply solely to the transport and termination of Local Traffic, and shall not apply to any other traffic or services, including without limitation:

3.2.3.1 interMTA traffic;

3.2.3.2 Transiting Traffic;

3.2.3.3 traffic which neither originates nor terminates on Carrier's network;

3.2.3.4 non-local traffic associated with SWBT's Area Wide Calling Plan; and

3.2.3.5 Paging Traffic.

3.2.4 Measuring Calls as Local Traffic

In order to measure whether traffic is Local Traffic for purposes of calculating Reciprocal Compensation, the Parties agree as follows; for SWBT, the origination or termination point of a call shall be the end office which serves, respectively, the calling or called party. For Carrier, the origination or termination point of a call shall be the cell site/base station which serves, respectively, the calling or called party at the time the call begins.

3.2.5 Conversation Time

For purposes of billing compensation for the interchange of Local Traffic, billed minutes will be based upon conversation time. Conversation time will be determined from actual usage recordings. Conversation time begins when the terminating Party's network receives answer supervision and ends when the terminating Party's network receives disconnect supervision.

3.3 **Additional Compensation**

In addition to any other charges specified in this Agreement, the following charges may be applicable as specified in this Agreement at the rates listed in Appendix PRICING. Charges listed are in addition to, not exclusive of, any other charges that may be applicable under this Agreement.

3.3.1 Transiting Charge: Each Party shall compensate the other Party for traffic which transits the other Party's network destined to a Third Party Provider at rates specified in Appendix PRICING.

3.3.2 Facilities Charges: Each Party shall compensate the other (on a proportionate usage basis) for the use of the providing Party's facilities between Carrier and SWBT points of interconnection, in either direction, as the case may be.

3.3.3 Special Requests: All requests for (i) services covered by this Agreement for which facilities do not exist, (ii) facilities, equipment or technologies not in the providing Party's sole discretion, necessary to fulfill a request under this Agreement, or (iii) services not specifically enumerated in this Agreement, shall be handled as a Special Request, as described in Section

6.1.2.2. Special Requests under (ii) may include, without limitation, requests for fiber, microwave, alternate routing, redundant facilities and other non-standard facilities or services.

### 3.4 Signaling

SWBT will provide at Carrier's request Signaling System 7 ("SS7") in order to allow out of band signaling in conjunction with the exchange of traffic between the Parties' respective networks. When SWBT provides SS7 Signaling services directly to Carrier, SWBT shall provide such service at the rates specified in Appendix PRICING. This rate is for the use of multiple SWBT STPs in the provisioning of mobile to land traffic. Charges for STP Access Links and Port Terminations used to connect Carrier's MSC or STP (whichever is applicable) and SWBT's STP shall be shared by the Parties based on the proportional (percentage) basis as specified in Appendix PRICING and at rates specified in Section 23 of FCC Tariff No. 73.

## 4. TRANSMISSION AND ROUTING OF EXCHANGE ACCESS SERVICE PURSUANT TO SECTION 251(C)(2)

This Section 4 provides the terms and conditions for the exchange of traffic between Carrier's network and SWBT's network for switched access to IXC's, thus enabling Carrier end users to access IXC's for the transmission and routing of interMTA and interLATA calls.

### 4.1 General

4.1.1 Carrier may order Equal Access Trunks in order to provide for access to IXC's through SWBT's network. Equal Access Trunks shall be used solely for the transmission and routing of Exchange Access to allow Carrier's end users to access IXC's, and shall not be used by Carrier for any other purpose.

4.1.2 For as long as SWBT may require, Carrier shall provide SWBT the appropriate call data to allow SWBT to bill IXC's for Originating Access (as defined below). Such data shall be provided in a form mutually agreed to by the Parties. SWBT shall notify Carrier in writing when it no longer requires Carrier to provide such data.

### 4.2 Access Charges

#### 4.2.1 When Applicable

Carrier shall pay SWBT Switched Access charges (including Carrier Common Line, Local Switching and Transport) for any and all traffic which crosses an MTA boundary (as defined by the cell site/base station at which the call originates or terminates and the SWBT end user's serving

wire center at which the call originates or terminates). Switched Access charges are specified in Appendix PRICING paragraph 5.2 as interMTA rates.

Both Parties recognize that legislative and regulatory activities may impact the rates, terms and conditions associated with interstate Switched Access services. The Parties agree that any rate changes associated with interstate Switched Access services will flow through to the interMTA rates specified in Appendix PRICING as stated in Section 14 of this Agreement.

If traffic is handed from SWBT directly to an IXC, from Carrier to an IXC via equal access trunks, or from an IXC directly to SWBT, access charges shall not apply to Carrier.

#### 4.2.2 InterMTA Factor

The Parties have agreed upon the interMTA factor specified in Appendix PRICING, which represents the percent of total minutes to be billed access charges. Carrier agrees to complete a reasonable interMTA traffic study within sixty (60) days after the effective date of this Agreement in order to determine the actual interMTA factor. Upon acceptance of the study results by SWBT, the Parties agree to revise the interMTA factor in Appendix Pricing and true-up interMTA billing back to the effective date of this Agreement. Carrier agrees to conduct a new traffic study every twelve (12) months after the effective date of this Agreement and make the results available to SWBT to ensure the Parties are using an accurate interMTA factor. The traffic study and any audit of the traffic study, will be limited to traffic which traverses Type 1, Type 2A or Type 2B interconnections between Carrier and SWBT.

The Parties agree that if the percent of land to mobile interMTA traffic is less than 3% of total land to mobile traffic, then such traffic will be deemed as de minimis and the land to mobile factor will be set at 0%.

#### 4.2.3 Examples

Following are two examples of traffic for which Carrier shall be required to pay access charges. They are examples only and in no way shall be deemed limiting or exhaustive of the applicability of access charges under this Agreement.

- 4.2.3.1 When a SWBT end user calls a Carrier end user (a land to mobile call), SWBT delivers the call to Carrier, and Carrier transports the call across MTA boundaries (either directly or

through an IXC) access charges shall apply to Carrier ("Originating Access").

- 4.2.3.2 When a Carrier end user calls a SWBT end user (a mobile to land call), the call crosses MTA boundaries, and Carrier transports the call across MTA boundaries, access charges shall apply to Carrier ("Terminating Access").

## **5. TRANSMISSION AND ROUTING OF OTHER TYPES OF TRAFFIC**

This Section 5 provides the terms for the exchange of 800/888 traffic, 911/E911 traffic, and Directory Assistance traffic from an end user on Carrier's network to SWBT's network.

### **5.1 800/888 Traffic**

- 5.1.1 Carrier may order from SWBT Miscellaneous Facilities in order to deliver 800/888 Traffic from a Carrier end user to SWBT's network. Such Miscellaneous Facilities shall be used solely for the transmission and routing of 800/888 traffic to allow Carrier's end users to send calls to SWBT for completion to IXCs, LECs other than SWBT, or SWBT.

- 5.1.2 Charges for Miscellaneous Facilities are specified in Section 7 of the applicable interstate or intrastate Special Access Tariffs. Additional charges for services provided on Miscellaneous Facilities may also apply, including, without limitation, charges for directory assistance services and transport as well as other operator services.

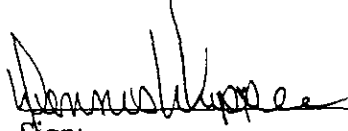
### **5.2 E911/911 Traffic**

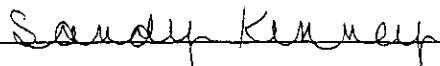
With respect to all matters relating to E911/911 traffic, the Parties shall: (i) continue to handle such services as they do today and (ii) work together to meet any and all applicable requirements mandated under law, including tariffs, and rules and regulations of the FCC. The Parties acknowledge and agree that as applicable requirements are met and implemented, additional charges for E911/911 traffic may apply and shall in no way delay implementation of such requirements.

The Parties agree that the E911/911 service is provided for the use of the E911/911 customer, and recognize the authority of the E911/911 customer to establish service specifications and grant final approval (or denial) of service configurations or modifications offered by SWBT and the wireless service provider. The terms and conditions for E911/911 service in this agreement shall be subject to renegotiation in the event that the E911/911 customer orders changes to the E911/911 service that necessitate revision of this agreement, but implementation of wireless E911/911 shall not be delayed pending any such renegotiation.

If this Agreement is acceptable to Carrier and SWBT, both Parties will sign in the space provided below. This Agreement shall not bind Carrier and SWBT until executed by both Parties.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION.

  
Sign:

  
Sign:

Dennis Whipple  
Print Name:

Sandy Kinney  
Print Name:

President  
Position/Title  
AllTel Mobile Communications

Vice President & General Manager  
Position/Title  
Southwestern Bell Telephone Company

8-1-97  
Date:

July 28, 1997  
Date:

# MISSOURI

## APPENDIX PRICING

### 1.0 Mobile to Land Interconnection Rates Per Minute of Use

Type 2A	Type 1	Type 2B	Transiting
\$ .009	\$ .009	\$ .004	\$ .003

### 2.0 Land to Mobile Interconnection Rates Per Minute of Use

All Interconnection Types	Transiting
\$ .009	\$ .003

### 3.0 Carrier facilities will be provided at rates, terms, and conditions developed on an individual case basis.

### 4.0 Shared Facility (1)(2)

4.1	Shared Facility Factor - Carrier	.79
4.2	Shared Facility Factor - SWBT	.21

### 5.0 Inter MTA / Transiting Traffic

5.2	Inter MTA Traffic Factor (2)	.05
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Land to Mobile: if less than .03 is reported then factor will be set at .00, if greater than .03 then factor will be actual factor reported.

### 5.2 Inter MTA Rates (to be paid to SWBT by Carrier on applicable Inter MTA calls)

Land to Mobile (originating)	\$ .022463
Mobile to Land (terminating)	\$ .022463

5.3	Transiting Traffic Factor	.304
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(1) These factors represent the percentage of the facility rate that each Party will pay for each shared connecting facility.

(2) This is an interim factor agreed to by Carrier and SWBT. This factor is to be verified within six (6) months of the Effective Date of this Agreement.

## APPENDIX DCO

### ALLTEL MOBILE POINTS OF INTERCONNECTION

MTSO	4001 Rodney Parham, Little Rock, Arkansas, 72201
MTSO	1611 South "W" Street, Fort Smith, Arkansas, 72901
MTSO	3330 East Mont Clair, Springfield, Missouri, 65804