

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

In the Matter of the Application of Southwestern)
Bell Telephone Company, d/b/a AT&T Missouri,) Case No. _____
For Approval of an Amendment to an)
Interconnection Agreement Under the)
Telecommunications Act of 1996.)

**AT&T MISSOURI'S APPLICATION FOR APPROVAL OF
AN AMENDMENT TO AN INTERCONNECTION AGREEMENT**

AT&T Missouri,¹ pursuant to Section 252(e) of the Telecommunications Act of 1996 ("the Act")² and 4 CSR 240-3.513(6)(C), respectfully submits this Application for Approval of an Amendment to an Interconnection Agreement ("Amendment") by and between AT&T Missouri and Nextel West Corporation ("Nextel West") and requests that the Commission approve the Amendment.

In support of this Application, AT&T Missouri states:

1. AT&T Missouri is a Missouri corporation with its principal Missouri office at One AT&T Center, Room 3520, St. Louis, Missouri 63101. It may be contacted at the regular and electronic mail addresses and telephone and facsimile numbers of its attorneys, as set out under the signature block of this Application. AT&T Missouri is authorized to do business in Missouri³ and its fictitious name is duly registered with the Missouri Secretary of State.⁴ AT&T Missouri is a "local exchange telecommunications company" and a "public utility," and is duly authorized to provide "telecommunications

¹ Southwestern Bell Telephone Company, d/b/a AT&T Missouri ("AT&T Missouri").

² 47 U.S.C. §252(e).

³ In accordance with 4 CSR 240-2.060(1) and (G), a certified copy of Southwestern Bell Telephone Company's Certificate of Good Standing from the Missouri Secretary of State was filed with the Commission on August 15, 2007, in Case No. IK-2008-0044.

⁴ In accordance with 4 CSR 240-2.060(1)(E) and (G), a copy of the registration of the fictitious name "AT&T Missouri" was filed with the Commission on July 17, 2007, in Case No. TO-2002-185.

service" within the State of Missouri, as each of those phrases is defined in Section 386.020, RSMo 2000.⁵

2. All correspondence, pleadings, orders, decisions, and communications regarding this proceeding should be sent to:

Jeffrey E. Lewis
Leo J. Bub
Robert J. Gryzmala
Attorneys for Southwestern Bell Telephone Company
d/b/a AT&T Missouri
One AT&T Center, Room 3516
St. Louis, Missouri 63101

3. AT&T Missouri has no final unsatisfied judgments or decisions against it from any state or federal agency or court, which involve retail customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of this Application. AT&T Missouri has one pending action against it, brought by end-user customers, which involved retail customer service or rates.⁶

4. AT&T Missouri does not have any annual report or assessment fees that are overdue in Missouri.

5. AT&T Missouri seeks approval of the Amendment attached hereto (which has been signed by the parties) pursuant to Section 252(e)(1) of the Act. The Commission must approve the Amendment unless it determines that the Amendment (or any portion thereof) (1) discriminates against a telecommunications carrier not a party to

⁵ Following its June 26, 2007, Order in Case No. TO-2002-185 allowing Southwestern Bell Telephone, L.P., d/b/a AT&T Missouri, to alter its status from a Texas limited partnership to a Missouri corporation, the Commission approved tariff revisions to reflect the new corporate name, Southwestern Bell Telephone Company d/b/a AT&T Missouri. See, Order Granting Expedited Treatment and Approving Tariffs, Case No. TO-2002-185, issued June 29, 2007.

⁶ *Barry Road Associates, Inc. d/b/a Minsky's Pizza, et al. v. Southwestern Bell Telephone Company d/b/a AT&T Missouri, et al.*, Case No. 1016CV02438, Jackson County Circuit Court.

the Amendment, or (2) the implementation of such Amendment is not consistent with the public interest, convenience, and necessity.

6. AT&T Missouri states that the Amendment does not discriminate against a telecommunications carrier not a party to the Interconnection Amendment. AT&T Missouri further states that the implementation of the Amendment is consistent with the public interest, convenience, and necessity. The Amendment is to modify/replace existing language to incorporate the adoption of the “Surrogate method, enabling a change in the InterMTA Traffic percentage with an Interconnection Agreement amendment.

WHEREFORE, AT&T Missouri respectfully requests that the Commission approve the Amendment to the Interconnection Agreement between AT&T Missouri and Nextel West Corporation.

Respectfully submitted,

Southwestern Bell Telephone Company
d/b/a AT&T Missouri

BY 

JEFREY E. LEWIS	#62389
LEO J. BUB	#34326
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d/b/a AT&T Missouri
One AT&T Center, Room 3516
St. Louis, Missouri 63101
314-235-6060 (Telephone)/314-247-0014(Facsimile)
leo.bub@att.com

CERTIFICATE OF SERVICE

Copies of this document were served on the following parties by e-mail on May 5, 2011.

BY 

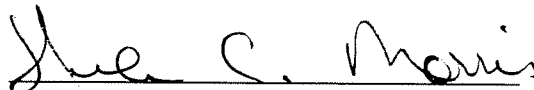
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COUNTY OF OKLAHOMA)
) SS
STATE OF OKLAHOMA)

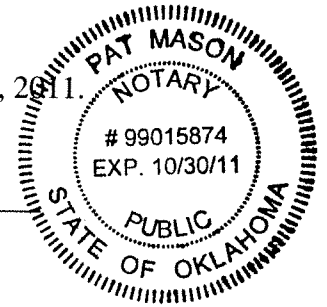
VERIFICATION

I, Helen C. Morris, being duly sworn upon my oath, state that I am over twenty-one, sound of mind, and Area Manager-Regulatory of AT&T Services, Inc. I am authorized to act on behalf of AT&T Missouri regarding the foregoing document. I have read it and verify that the facts contained in it are true and correct according to the best of my knowledge, information and belief.


Helen C. Morris

Sworn and subscribed to before me this 5th day of May, 2011.


Notary Public



AMENDMENT TO INTERCONNECTION AGREEMENT
BETWEEN
NEXTEL WEST CORP.
AND
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI

Pursuant to this Amendment (the "Amendment") Nextel West Corp. ("Nextel"), a Delaware corporation and Southwestern Bell Telephone Company d/b/a AT&T Missouri ("AT&T Missouri")¹, hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties approved by the Missouri Public Service Commission ("Commission") on January 20, 1999, as amended ("the Agreement").

WHEREAS, Nextel and AT&T Missouri agree to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Nextel and AT&T Missouri hereby covenant and agree as follows:

1. The Parties agree to modify Section 5.1 in the Appendix Pricing to now read as follows:

5.1 Inter MTA Traffic Factor

Land to Mobile (originating) (2)	1%
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Mobile to Land (terminating): Incidental Terminating InterMTA Traffic Percentage: Notwithstanding the frequency contained in Section 4.2.2, the Parties will use the Surrogate Method Based on Cell Studies as Agreed upon by the Parties (Note: If the Parties are unable to agree on a surrogate method regarding the volume of InterMTA traffic that is sent by Carrier to SWBT for termination, SWBT may rely upon the best data reasonably available to bill Carrier for such traffic, and Carrier, may, if it chooses, challenge the data and amount billed, pursuant to the Agreement's dispute resolution procedures, as not accurately reflecting the actual volume of InterMTA Traffic being sent to SWBT for termination.) The InterMTA Factor that is arrived at by the Parties, whether through use of a surrogate method, or through the use of actual cell site data, or through the dispute resolution procedures, is Carrier specific, and any other carrier adopting this Agreement, will have to arrive at its own carrier-specific InterMTA Factor, with SWBT, either through the use of actual cell site data, or through a surrogate method agreed upon by Carrier and SWBT, or through the dispute resolution procedures, provided by this Agreement.

2. Notwithstanding the changes made to the Agreement by this Amendment, neither the Agreement nor this Amendment shall be in any way construed to be an admission by either Party regarding the routing or

¹ Southwestern Bell Telephone Company is doing business in Missouri as "AT&T Missouri."

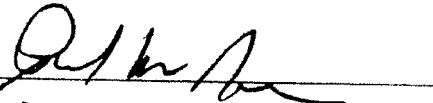
compensation treatment applicable to any form of InterMTA Traffic exchanged between the Parties outside the context of implementing and enforcing the Agreement. Further, except for a proceeding to enforce the Agreement, neither Party shall raise the terms regarding the treatment of InterMTA Traffic contained in this Agreement for any purpose in any regulatory, legislative, court or arbitration proceeding between the parties ("Subsequent Proceedings"), and each party expressly reserves all other rights regarding the advocacy positions it may take regarding the treatment of InterMTA Traffic in such Subsequent Proceedings.

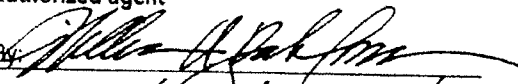
3. Either or both of the Parties shall submit the conforming ICA Amendment to the appropriate Commission for approval subject to section 252(e) of the Federal Telecommunications Act of 1996. Said amendments shall be filed with and are subject to approval by the appropriate Commission.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

Nextel West Corp.

Southwestern Bell Telephone Company d/b/a
AT&T Missouri by AT&T Services, Inc., its
authorized agent

By: 
Name: PAUL W. SCHREDER
Title: VP ACCESS & ROAMING PLAN
Date: 4/19/11

By: 
Name: William A. Bockelman
Title: Director
Date: 04/29/2011