

**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 Sprint Spectrum L.P., SprintCOM, Inc., Cox Communications PCS, L.P., APC PCS, LLC, PHILLIECO, L.P., jointly d/b/a Sprint PCS ("Sprint PCS") 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 certain existing InterMTA terms.

WHEREFORE, AT&T Missouri respectfully requests that the Commission approve the Amendment to the Interconnection Agreement between AT&T Missouri and Sprint PCS.

Respectfully submitted,

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

BY Leo Nd

JEFREY E. LEWIS	#62389
LEO J. BUB	#34326
ROBERT J. GRYZMALA	#32454

Attorneys for Southwestern Bell Telephone Company
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 Leo Nd

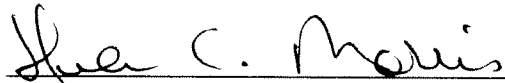
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COUNTY OF OKLAHOMA)
) SS
STATE OF OKLAHOMA)

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

**SPRINT SPECTRUM L.P., as agent for
WIRELESSCO, L.P.,
SPRINTCOM, INC.,
COX COMMUNICATIONS PCS, L.P.,
APC PCS, LLC,
PHILLIECO, L.P.,
JOINTLY d/b/a SPRINT PCS**

AND

SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI

Pursuant to this Amendment (the "Amendment") Sprint Spectrum L.P., a Delaware limited partnership, as agent for WirelessCo, L.P., a Delaware limited partnership, SprintCom, Inc., a Kansas corporation, Cox Communications PCS, L.P., a Delaware limited partnership, APC PCS, L.L.C., a Delaware limited liability company, and PhillieCo, L.P., a Delaware limited partnership, all of the foregoing entities jointly d/b/a Sprint PCS ("Sprint PCS") 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 of Missouri ("Commission") on December 5, 2003, as amended ("the Agreement").

WHEREAS, Sprint PCS 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, Sprint PCS and AT&T Missouri hereby covenant and agree as follows:

1. The Parties agree to modify Section 1.59 with the following changes:

1.59 "Incidental Terminating InterMTA Traffic" means a de minimis amount of traffic that, at the beginning of the call: (a) originates on Carrier's wireless network; (b) is sent from the mobile unit of Carrier's End User Customer connected to Carrier's Cell Site located in one MTA; (c) is terminated on SBC-13STATE's network in another MTA via local interconnection trunks; and, (d) is not Local Traffic.

2. The Parties agree to modify Section 1.60 with the following changes:

1.60 "Terminating InterMTA Traffic" means traffic that, at the beginning of the call: (a) originates on Carrier's wireless network; (b) is sent from the mobile unit of Carrier's End User Customer connected to Carrier's

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

Cell Site located in one MTA; (c) is terminated on SBC-13STATE's network in another MTA; and , (d) is not Incidental Terminating InterMTA Traffic or Local Traffic.

3. The Parties agree to modify Section 6.1 with the following changes:

- 6.1 This Section 6 provides the terms and conditions for the exchange of traffic between SPCS' End User Customers and SBC-13STATE's End User Customers for the transmission and routing of and compensation for switched access traffic and Terminating InterMTA traffic.

4. The Parties agree to modify Section 6.3 (but not 6.3.3) with the following changes:

6.3 Traffic Subject to Access Charges or Incidental Terminating InterMTA Rate

6.3.1 Terminating InterMTA Traffic

- 6.3.1.1 All Terminating InterMTA Traffic is subject to the rates, terms and conditions set forth in SBC-13STATE's Federal and/or State Access Service tariffs and payable to SBC-13STATE.

- 6.3.1.2 Carrier represents that it routes Terminating InterMTA Traffic to SBC-13STATE via an IXC which will result in such traffic being delivered over such IXC's FGD facilities.

- 6.3.1.3 Notwithstanding any other provision of this Agreement, for all traffic sent over local Interconnection Trunks determined by SBC-13STATE to be Terminating InterMTA Traffic, SBC-13STATE is authorized to charge, and Carrier will pay, the Incidental Terminating InterMTA Traffic rate stated in Appendix Pricing - Wireless for such traffic for charges arising pursuant to this Agreement. Carrier will work cooperatively with Telco to identify and reroute any Terminating InterMTA Traffic off local Interconnection Trunks.

6.3.2 Incidental Terminating InterMTA Traffic

- 6.3.2.1 This traffic is routed over the local Interconnection Trunks, subject to the compensation method described in Section 6.3.2.2.

- 6.3.2.2 For the purpose of compensation between SBC-13STATE and Carrier under this Agreement, Incidental Terminating InterMTA Traffic is subject to the rates and percentages stated in Appendix Pricing - Wireless. For Incidental Terminating InterMTA Traffic SBC-13STATE shall charge and Carrier shall pay the rate stated in Appendix Pricing - Wireless for all Incidental Terminating InterMTA Traffic terminated to SBC-13STATE's End User Customers.

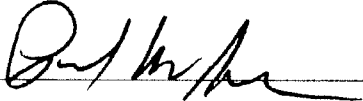
- 6.3.2.3 As of the Effective Date, the Parties cannot accurately measure the amount of Incidental Terminating InterMTA Traffic on a real time basis. Therefore, the Parties have agreed to apply the Carrier specific, State specific Incidental Terminating InterMTA percentage as determined in Appendix Pricing - Wireless, which is based upon appropriate Carrier-specific, State specific information (i.e., Carrier-specific, State-specific network engineering information; a Carrier-specific, State-specific InterMTA traffic study; and/or other Carrier- specific, State specific data/information in complete

and appropriate form, as determined in good faith). The Incidental Terminating InterMTA percentage shall be applied to the total minutes terminated to SBC-13STATE's End User Customers over Carrier's local Interconnection Trunks. For such Incidental InterMTA Traffic, SBC-13STATE shall charge and Carrier shall pay SBC-13STATE the Incidental Terminating InterMTA Traffic rates in Appendix Pricing - Wireless.

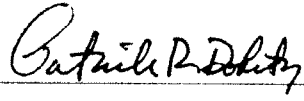
5. The Parties agree to delete Section 5.1 in the Appendix Pricing in its entirety and replace with the following:
 - 5.1 Incidental Terminating InterMTA Traffic Percentage: Surrogate Method Based on Cell Studies as Agreed upon by the Parties (Note: If the Parties are unable to agree on a surrogate method regarding the volume of InterMTA traffic that is sent by Carrier to SBC-13STATE for termination, SBC-13STATE 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 SBC-13STATE 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 SBC-13STATE, either through the use of actual cell site data, or through a surrogate method agreed upon by Carrier and SBC-13STATE, or through the dispute resolution procedures, provided by this Agreement.
6. The Parties agree to delete the phrase "Terminating IntraLATA InterMTA Traffic Rate" in Section 6.1 in the Appendix Pricing and replace with the following: "Incidental Terminating InterMTA Traffic Rate". However, the Parties do not intend to change the current rates stated in the ICAs.
7. 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 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.
8. 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.

Sprint Spectrum, L.P., WirelessCo, L.P.,
SprintCom, Inc., Cox Communications PCS,
L.P., APC PCS, L.L.C., PhillieCo, L.P.

By: 
Name: PAUL W SCHIEDER
Title: VP ACCESS & ROAMING ALW
Date: 7/15/11

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

By: 
Name: Patrick R. Doherty
Title: Director - Regulatory
Date: APR 20, 2011