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March 24, 2017

Hon. Morris Woodruff  
Secretary and Chief Regulatory Law Judge  
Missouri Public Service Commission  
200 Madison Street, PO Box 360  
Jefferson City, MO 65102-0360

Re: Amendment to Interconnection Agreement between Southwestern Bell Telephone Company, d/b/a AT&T Missouri and Mobile Radio Communications, Inc.

Dear Judge Woodruff,

AT&T Missouri and Mobile Radio Communications, Inc. would like to advise, pursuant to 4 CSR 240-28.080(2), that they have entered into an Amendment to their current interconnection agreement that adopts amendments previously approved by the Commission.

The Amendment with the signature page, submitted with this letter, has incorporated terms and conditions substantially the same as those in the following previously-approved interconnection agreement amendments:

<u>Subject</u>	<u>MoPSC Case/Tracking No.</u>
FCC USF/ICC Reform; and Revisions of notices provisions	IK-2017-0054

We would respectfully request the Commission’s acceptance of this filing and its expeditious approval of the parties’ amendment to their interconnection agreement.

Please contact me if there are questions or if additional information is needed. Thank you for your assistance.

Very truly yours,

Leo J. Bub  
Attorney for Southwestern Bell Telephone  
Company, d/b/a AT&T Missouri

**AMENDMENT**

**BETWEEN**

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

**AND**

**MOBILE RADIO COMMUNICATIONS, INC.**



Signature: eSigned - Elizabeth Phillips

Signature: eSigned - William Bockelman

Name: eSigned - Elizabeth Phillips  
(Print or Type)

Name: eSigned - William Bockelman  
(Print or Type)

Title: President  
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)

Date: 13 Feb 2017

Date: 13 Feb 2017

Mobile Radio Communications, Inc.

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

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
MOBILE RADIO COMMUNICATIONS, INC.  
AND  
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS AND AT&T MISSOURI**

This Amendment (the "Amendment") amends the CMRS Interconnection Agreements under Sections 251 and 252 of the Telecommunications Act of 1996 for Commercial Mobile Radio Service (the Agreement), by and between one or more of the AT&T Inc. owned Incumbent Local Exchange Carriers ("ILECs"), hereinafter referred to as BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, and Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN, (only to the extent that the agent for each such AT&T Inc.-owned ILEC executes this Amendment for such AT&T Inc. owned ILEC and only to the extent that such AT&T Inc. owned ILEC provides Telephone Exchange Services as an ILEC in each of the State(s) listed below) (hereinafter referred to as "AT&T") and Mobile Radio Communications, Inc. ("CMRS Provider" or Mobile Radio Communications, Inc.), shall apply to the States of Kansas and Missouri. AT&T and CMRS Provider are hereinafter referred to collectively as the "Parties" and individually as a "Party."

**WHEREAS**, CMRS Provider holds authority from the Federal Communications Commission to provide Commercial Mobile Radio Services ("CMRS") employing licensed frequency(ies); and

**WHEREAS**, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189), the Parties desire to amend the Agreement to establish bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and Exhibit A – Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **DEFINITIONS**
  - 2.1 "End User(s)" means a retail third party subscriber to Telecommunications Services provided by any of the Parties. As used herein, the term "End User(s)" does not include any of the Parties to the Agreement with respect to any item or service obtained under the Agreement.
  - 2.2 "IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the End User of AT&T and the CMRS Provider's End User. All references to local Telecommunications, Local Telecommunications Traffic, Local Traffic, local traffic, Local Calls, Local Calls Traffic, Local Calls traffic, Local CMRS Calls, Local CMRS calls, Section 251(b)(5) Calls, Section 251(b)(5) Calls Traffic, Section 251(b)(5) Calls traffic and/or Section 251(b)(5) Traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".
  - 2.3 "Third Party Carrier" means a Telecommunications Carrier that is not a Party to this Agreement.
  - 2.4 "Transit Traffic" means traffic originating on CMRS Provider's network that is switched and/or transported by AT&T and delivered to a Third Party Carrier, or traffic originating on a Third Party Carrier's network that is switched and/or transported by and delivered to CMRS Provider's network. Transit Traffic is limited to Section 251(b)(5) traffic and CMRS-bound traffic within the same LATA that is routed utilizing an AT&T tandem switch where an AT&T End User is neither the originating nor the terminating party. AT&T neither originates nor

terminates Transit Traffic on its network, but acts only as an intermediary. Transit Traffic does not include traffic to or from IXCs.

3. The Parties agree to replace Section 36 from the Agreement with the following language:

**36. Notices**

36.1 Notices given by CMRS Provider to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

36.1.1 delivered by electronic mail (email).

36.1.2 delivered by facsimile.

36.2 Notices given by AT&T to the CMRS Provider under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

36.2.1 delivered by electronic mail (email) provided CMRS PROVIDER has provided such information in Section 36.4 below.

36.2.2 delivered by facsimile provided CMRS PROVIDER has provided such information in Section 36.4 below.

36.3 Notices will be deemed given as of the earliest of:

36.3.1 the date of actual receipt.

36.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.

36.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

36.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CMRS PROVIDER CONTACT
NAME/TITLE	Mark Williams Operations Manager
STREET ADDRESS	1925 Baltimore Ave
CITY, STATE, ZIP CODE	Kansas City, MO 64108
PHONE NUMBER*	(816) 221-2720
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	mark.williams@mobilfone.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's Prime Access website

\*Informational only and not to be considered as an official notice vehicle under this Section.

36.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section

36. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

- 36.6 AT&T communicates official information to CMRS Providers via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T Prime Access website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
4. Effective July 1, 2017 (in compliance with ¶8 of FCC Order 11-189), the Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties.
  5. This Amendment is not applicable to Transit Traffic.
  6. The Parties agree that the terms and conditions of this Amendment shall apply only to IntraMTA Traffic, as defined herein. Further, the terms and conditions shall only apply to traffic originated by, or terminated to, a CMRS Provider's network; e.g., this Amendment specifically does not include traffic that only uses a CMRA Provider's FCC licensed CMRS services to relay the call from one wireline facility to another.
  7. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting Carrier's agreement.
  8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
  9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
  10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
  11. For all States except Arkansas, Ohio, California, and Wisconsin: This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date"). For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing ("Amendment Effective Date"). For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91<sup>st</sup> day after filing ("Amendment Effective Date"). For California: Pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Amendment Effective Date"). For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) calendar days after the mailing date of the final order approving this Amendment ("Amendment Effective Date").

PRICING SHEET

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
W2	MO	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	MO	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2E				\$0.00			MOU
W2	MO	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU