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May 11, 2005

Secretary of the Commission  
Missouri Public Service Commission  
200 Madison Street, Suite 100  
Jefferson City, Missouri 65101

Re: Amendment to MCImetro Access Transmission Services LLC, MCI WORLDCOM Communications, Inc., Brooks Fiber Communications, Inc., and Intermedia Communications LLC (collectively "MCI") and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri Interconnection Agreement - Case No. TO-2002-222

Dear Secretary of the Commission:

Attached for filing with the Missouri Public Service Commission, please find a fully executed Amendment to the MCI/SBC Missouri Interconnection Agreement which was approved by the Commission on August 20, 2003. The Agreement is amended by adding Attachment A of this Amendment ("Appendix Out of Exchange Traffic") as a new appendix and sets forth the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4) and shall be effective immediately upon approval of the Commission. These pages are to be placed at the end of the existing approved interconnection agreement, as this Amendment represents an addition to the existing agreement.

Any questions regarding this filing may be directed to me at 314-235-2508. Thank you for bringing this matter to the attention of the Commission.

Very truly yours,

Leo J. Bub

Attachment

cc: Mr. Dana Joyce  
Mr. Michael Dandino  
Mr. Carl J. Lumley  
Mr. Stephen F. Morris

**AMENDMENT  
TO THE INTERCONNECTION AGREEMENTS**

This amendment ("Amendment") to the interconnection agreements ("Agreements") is being entered into by and between Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin, (collectively, "SBC-13STATE") and MCI Metro Access Transmission Services LLC (including those Agreements held by MCI Metro as successor in interest to MCI WORLDCOM Communications, Inc., Brooks Fiber Communications, Inc., and Intermedia Communications LLC) ("collectively, "MCI") and amends the Agreements, in effect as of the Amendment Effective Date, between the Parties in the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

**WHEREAS, SBC-13STATE** and MCI are parties to Agreements that were previously submitted to the state Commissions for approval; and

**WHEREAS,** the Parties wish to amend the Agreements as set forth in this Amendment;

**NOW, THEREFORE,** in consideration of the mutual promises contained herein, the Parties agree as follows:

**1. INTRODUCTION**

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreements.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreements (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreements), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

**2. AMENDMENT TO THE AGREEMENT**

- 2.1. On and after the Amendment Effective Date (as defined in Section 3 of this Amendment), the Agreements are hereby amended by adding Attachment A of this Amendment ("Appendix Out of Exchange Traffic") to the Agreements as a new appendix.

**3. AMENDMENT EFFECTIVE DATE**

- 3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the applicable state Commission or, absent such Commission approval, the date this Amendment is filed under Section 252(e)(4) of the Act ("Amendment Effective Date").

**4. TERM OF AMENDMENT**

- 4.1 Except as modified herein, all other rates, terms and conditions of the Agreements shall remain unchanged. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreements.

**5. RESERVATIONS OF RIGHTS**

- 5.1 The Parties acknowledge that they disagree as to whether this Amendment is necessary for the Parties to exchange Out of Exchange Traffic (as defined in Attachment A of this Amendment) and

that, in entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have about whether this Amendment, or any of its specific terms or conditions, is required for the exchange of Out of Exchange Traffic.

5.2 The Parties further acknowledge that this Amendment is intended to be an interim solution for the exchange of Out of Exchange Traffic and that in the event any legislative or administrative body of competent jurisdiction (including the FCC and the Commissions) or any court of competent jurisdiction promulgates legally effective statutes, rules, regulations or orders which materially affect any provision of this Amendment or either Party's obligations regarding Out of Exchange Traffic, the Parties shall, upon the written request of either Party, negotiate promptly and in good faith in order to amend the affected Agreements in accordance with such statutes, rules, regulations or orders.

5.3 The Parties further acknowledge that this Amendment and the terms and conditions set forth in Attachment A are specifically intended to apply prospectively only and that the Parties shall continue to use existing interconnection facilities and traffic routing arrangements for the exchange of Out of Exchange Traffic to the extent that such facilities and routing arrangements were used to exchange Out of Exchange Traffic prior to the Amendment Effective Date.

5.4 The Parties fully reserve, and do not waive, any and all rights under their existing Agreements with respect to any orders, decisions, legislation or proceedings, and any remands thereof, from any federal or state regulatory, legislative or judicial action(s), including, without limitation, their intervening law or change of law rights relating to the following actions which the Parties have not yet fully incorporated into their Agreements: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA I") and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. June 16, 2004) ("USTA II"); the FCC's "Triennial Review Order," CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36); the FCC's "Interim Rules" in WC Docket No. 04-313 and CC Docket 01-338 (FCC 04-179) (rel. August 21, 2004); and any order issued in CC Docket 96-98 or the FCC's rulemaking *In the Matter of Developing a Unified Inter-carrier Compensation Regime*, CC Docket 01-92 (est. April 27, 2001). Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Amendment constitutes an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004) and the FCC's Notice of Proposed Rulemaking *In the Matter of IP-Enabled Services*, WC Docket 04-36 (rel. March 10, 2004).

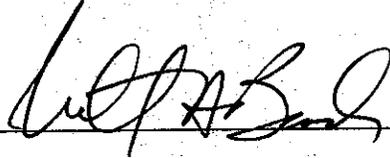
## 6. MISCELLANEOUS

6.1 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

MCImetro Access Transmission Services LLC

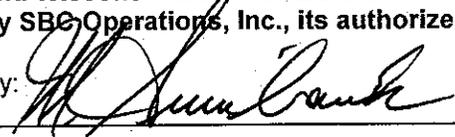
Illinois Bell Telephone Company d/b/a SBC  
Illinois, Indiana Bell Telephone Company  
Incorporated d/b/a SBC Indiana, Michigan Bell  
Telephone Company d/b/a SBC Michigan,  
Nevada Bell Telephone Company d/b/a SBC  
Nevada, The Ohio Bell Telephone Company  
d/b/a SBC Ohio, Pacific Bell Telephone  
Company d/b/a SBC California, The Southern  
New England Telephone Company d/b/a SBC  
Connecticut, Southwestern Bell Telephone, L.P.  
d/b/a SBC Arkansas, SBC Kansas, SBC  
Missouri, SBC Oklahoma and/or SBC Texas,  
and Wisconsin Bell, Inc. d/b/a SBC Wisconsin  
by SBC Operations, Inc., its authorized agent

By: 

Printed: Michael A. Beach

Title: Vice President, Carrier Management

Date: 3/1/05

By: 

Printed: Mike Auinbauh

Title: ~~For/ President - Industry Markets~~  
~~AVP - Diversified Businesses~~  
**Interconnection Marketing**

Date: \_\_\_\_\_

**MAR 28 2005**

FACILITIES-BASED OCN # \_\_\_\_\_  
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**ATTACHMENT A: OUT OF EXCHANGE APPENDIX**

**APPENDIX OUT OF EXCHANGE TRAFFIC**

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## APPENDIX OUT OF EXCHANGE TRAFFIC

### 1. DEFINITIONS

- 1.1 This Appendix sets forth the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 1.2 **SBC Operations Inc. (SBC-13STATE)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 Intentionally Omitted.
- 1.4 For purposes of this Appendix only, "Out of Exchange Traffic" shall be defined as those categories of traffic subject to compensation pursuant to Appendix Reciprocal Compensation and includes only such interLATA traffic as is exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
- (i) Originates from an MCIIm end user located in another ILEC's incumbent local exchange area and terminates to an **SBC-13STATE** end user customer located in an **SBC-13STATE** local exchange area or;
  - (ii) Originates from an **SBC-13STATE** end user located in an **SBC-13STATE** local exchange area and terminates to an MCIIm end user customer located in another ILEC's incumbent local exchange area.

### 2 INTRODUCTION

- 2.1 For purposes of this Appendix, MCIIm intends to operate and/or provide telecommunications services outside of **SBC-13STATE** incumbent local exchange areas and desires to interconnect MCIIm's network with SBC- 13STATE's network(s).
- 2.2 Intentionally Omitted.
- 2.3 Other than as set forth in this Appendix, **SBC-13STATE**'s obligations under this Agreement shall apply only to the specific operating area(s) or portion thereof in which **SBC-13STATE** is the ILEC under the Act.

### 3. NETWORK MANAGEMENT

- 3.1 The terms and conditions for network management, including CPN requirements, service levels, traffic management controls, reroutes, mass calling, quality of network connections and joint planning are set forth in Appendix NIM of this Agreement.

### 4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 The Parties agree that **SBC-13STATE**'s originating traffic destined for MCIIm end user customers in another ILEC's exchange will be delivered to MCIIm's POI arrangements in an SBC local exchange area in the LATA where the traffic originates in accordance with the POI requirements set forth in the Appendix NIM of this Agreement. The Parties agree that MCIIm's traffic originating from another ILEC's exchange and destined for **SBC-13STATE** end

users will be delivered to MCI's POI arrangements in the SBC exchange area in the LATA where the traffic originates in accordance with the POI requirements set forth in Appendix NIM of this Agreement. When Out of Exchange Traffic exchanged between the end user customers of MCI and **SBC-13STATE** exceeds one DS1 (24 DS0s) to or from an **SBC-13STATE** End Office, the Parties agree to establish a direct end office trunk group.

- 4.2 If MCI is required to establish new interconnection trunks for the routing of Out of Exchange Traffic, **SBC-13STATE** agrees to route its originating Out of Exchange Traffic over existing trunks until such time as the new trunks are operational for a timeframe not to exceed 90 days. MCI will submit all necessary ASRs for the establishment of such new interconnection trunks. If, however, MCI's failure to submit an ASR is due to a "facilities-not-available" situation, **SBC-13STATE** will continue to route the traffic on existing trunks during the period in which the "facilities-not available" situation is being resolved. At such time that MCI's trunks are operational, **SBC-13STATE**'s originating Out of Exchange traffic will be rerouted to MCI's POI according to Section 4.1 above.
- 4.3 If MCI is required to establish new interconnection trunks for the routing of Out of Exchange Traffic, MCI may route its originating Out of Exchange Traffic to **SBC-13STATE**'s End Office via a Third Party ILEC's Tandem until such time as the new trunks are operational, for a timeframe not to exceed 90 days. MCI will submit all necessary ASRs for the establishment of such new interconnection trunks. If, however, MCI's failure to submit an ASR is due to a "facilities-not-available" situation, MCI will continue to route the traffic via a Third Party ILEC's Tandem during the period in which the "facilities-not available" situation is being resolved. At such time that MCI's trunks are operational, MCI's originating Out of Exchange traffic will be rerouted to MCI's POI according to Section 4.1 above.
- 4.4 MCI shall route originating Out of Exchange Traffic to the serving tandem as defined by the LERG.
- 4.5 Intentionally Omitted.
- 4.6 If any Out of Exchange Traffic is not properly routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem. This also includes traffic that is destined to End Offices that do not subtend **SBC-13STATE** tandem. The Parties shall provide notice to each other pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, the Party shall be given thirty (30) calendar days to cure such misrouting.
- 4.7 Intentionally Omitted.
- 4.8 Except as set forth in Section 4.3, MCI may deliver traffic destined to terminate at **SBC-13STATE**'s End Office via a Third Party ILEC's Tandem solely as an overflow remedy. In no instance shall this arrangement be used to circumvent over utilization augments according to Appendix NIM. Nothing in this section shall require **SBC-13STATE** to deliver traffic destined to terminate at MCI's switch via a Third Party ILEC's Tandem.
- 4.9 Connection of a trunk group from MCI to **SBC-13STATE**'s tandem(s) will provide MCI accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).
- 4.10 **SBC-13STATE** will open MCI NPA-NXX codes, rated to or identified to reside in non-**SBC-13STATE** exchange areas, in **SBC-13STATE** Tandems and End Offices using standard industry practice and intervals.

5. **INTERCARRIER COMPENSATION**

5.1 Nothing in this Appendix is intended to affect compensation arrangements set forth in Appendix Reciprocal Compensation of this Agreement. Such compensation arrangements shall apply for OE-LEC traffic as defined in Section 1.4.

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9. **INTERLATA SECTION 251(B)(5) TRAFFIC**

9.1 The Parties will exchange InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. **SBC-13STATE** will exchange such traffic using two-way direct final trunk groups (i) via a facility to MCI's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), or (iii) via a mutually agreed to meet point facility within the **SBC-13STATE** exchange area covered under such InterLATA waiver, or (iv) any other mutually agreed upon method. If the exchange where the traffic is terminating is not an **SBC-13STATE** exchange, **SBC-13STATE** shall exchange such traffic using a two-way DF trunk group (i) via a facility to MCI's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) any other mutually agreed upon method. **SBC-13STATE** will not provision or be responsible for facilities located outside of **SBC-13STATE** exchange areas.

9.2 The Parties agree that the associated traffic from each **SBC-13STATE** End Office will not alternate route.

9.3 Intentionally Omitted

9.4 Except as otherwise provided in this Appendix, for MCI originated/**SBC-13STATE** terminated traffic or **SBC-13STATE** originated/ MCI terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.

9.5 Intentionally Omitted.

9.6 Intentionally Omitted.