



Richard T. Howell  
Area Manager – Regulatory Relations

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April 29, 2015

Mr. Jeff Derouen  
Executive Director  
Public Service Commission  
211 Sower Boulevard  
P. O. Box 615  
Frankfort, KY 40602

Re: Filing of Interconnection Agreement Amendment

Dear Mr. Derouen:

Please find attached to this cover letter the electronic submission of the following filing:

The Amendment to Facility Compensation to the current interconnection agreement between AT&T Kentucky and T-Mobile USA, Inc.; **Reference No. 00187.**

This document is being electronically filed with the Commission on April 29, 2015. If you have any questions regarding this filing, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard T. Howell".

Richard T. Howell  
Area Manager-Regulatory Relations

Attachment

**AMENDMENT**

**BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,  
AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T  
MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND  
AT&T TENNESSEE**

**AND**

**T-MOBILE USA, INC. ON BEHALF OF POWERTEL/MEMPHIS, INC.,  
T-MOBILE CENTRAL LLC AND T-MOBILE SOUTH LLC**

DocuSigned by:  
Signature: Bryan Fleming  
277AF0A2E930495...  
Name: Bryan Fleming  
(Print or Type)  
Title: VP, Technical Systems & Business Ops  
(Print or Type)  
Date: 3/25/2015

T-Mobile USA, Inc. acting on behalf of  
PowerTel/Memphis, Inc., T-Mobile Central LLC  
and T-Mobile South LLC

T-Mobile Legal Approval By: 2015.03.25  
16:38:12 -05'00'

State	OCN
FLORIDA	6529
GEORGIA	6529
KENTUCKY	6529
MISSISSIPPI	6529
NORTH CAROLINA	6529
SOUTH CAROLINA	6529
TENNESSEE	6529

Description	ACNA Code(s)
ACNA(s)	WCG

Signature: William A. Bockelman  
Name: William A. Bockelman  
(Print or Type)  
Title: Director  
(Print or Type)  
Date: 03/31/2015

BellSouth Telecommunications, LLC d/b/a AT&T  
ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T  
KENTUCKY, AT&T MISSISSIPPI, AT&T NORTH  
CAROLINA, AT&T SOUTH CAROLINA and AT&T  
TENNESSEE by AT&T Services, Inc., its authorized  
agent

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
T-MOBILE USA, INC.  
AND  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T  
GEORGIA, AT&T KENTUCKY, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH  
CAROLINA, AND AT&T TENNESSEE**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA, and AT&T TENNESSEE ("AT&T") and T-Mobile USA, Inc acting on behalf of its operating subsidiaries including PowerTel/Memphis, Inc., T-Mobile Central LLC and T-Mobile South LLC ("Carrier"). AT&T and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, AT&T and Carrier are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service, dated May 8, 2003 and as subsequently amended (the "Agreement"); and

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

1. Replace Section VI. Compensation and Billing, B. Compensation of Facilities with the following:

**B. Compensation of Facilities**

1. The Parties agree to share proportionately in the recurring costs of two-way and one-way interconnection facilities.
  - a. To determine the amount of compensation due to Carrier for interconnection facilities with two-way and one-way trunking for the transport of Non-Access Telecommunications Traffic originating on AT&T's network and terminating on Carrier's network, Carrier will utilize the prior month's undisputed Non-Access Telecommunications Traffic usage originated by AT&T, Carrier, and Intermediary Traffic to develop the percent of AT&T originated Non-Access Telecommunications Traffic.
  - b. AT&T will bill Carrier for the entire cost of the facility which includes all two-way and one-way trunking for the transport of Non-Access Telecommunications Traffic and Intermediary Traffic. Carrier will then apply the AT&T originated percent against the Non-Access Telecommunications Traffic and Intermediary Traffic portion of the two-way and one-way interconnection facility charges billed by AT&T to Carrier. Carrier will invoice AT&T on a monthly basis this proportionate cost for the facilities utilized by AT&T.
2. The Parties agree to delete and replace in its entirety Section XXIX. Notices with the following:

**XXIX.0 Notices**

XXIX.1 Notices given by CMRS Provider to AT&T-21STATE 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:

XXIX.1.1 delivered by electronic mail.

XXIX.1.2 delivered by facsimile.

XXIX.2 Notices given by AT&T-21STATE 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:

XXIX.2.3 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.

XXIX.3 Notices will be deemed given as of the earliest of:

XXIX.3.1 the date of actual receipt;

XXIX.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;

XXIX.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;

XXIX.3.4 the next Business Day when sent via express delivery service; or

XXIX.3.5 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service;

XXIX.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CMRS PROVIDER CONTACT
NAME/TITLE	T-Mobile USA, Inc.
STREET ADDRESS	12920 SE 38 <sup>th</sup> St.
CITY, STATE, ZIP CODE	Bellevue, WA 98006

NOTICE CONTACT	CMRS PROVIDER COPY CONTACT
NAME/TITLE	Director – Carrier Payment and Analysis
STREET ADDRESS	12920 SE 38 <sup>th</sup> St.
CITY, STATE, ZIP CODE	Bellevue, WA 98006

	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.

XXIX.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 XXIX.0. 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.

XXIX.6 AT&T-21STATE communicates official information to CMRS Provider 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.

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. 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.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. 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.