

OTTSEN, MAUZÉ, LEGGAT & BELZ, L.C.

ATTORNEYS AT LAW
THE MIDVALE BUILDING
112 SOUTH HANLEY
ST. LOUIS, MISSOURI 63105-3418
(314) 726-2800

THOMAS E. PULLIAM

FACSIMILE
(314) 863-3821

May 22, 2003

VIA UPS OVERNIGHT MAIL

RECEIVED³

MAY 23 2003

Secretary
Missouri Public Service Commission
200 Madison St., 1st Floor Records Dept.
Jefferson City, Missouri 65102

*Records
Public Service Commission*

**RE: Amendment to Agreement for Interconnection and Reciprocal
Compensation Between Southwestern Bell Telephone Company
and Ameritech Mobile Communications, Inc.**

Dear Mr. Roberts:

Enclosed please find an original and three (3) copies of an Amendment to Agreement for Interconnection and Reciprocal Compensation Between Southwestern Bell Telephone Company and Ameritech Mobile Communications, Inc. previously approved by the Commission on or about August 27, 1997. This Amendment removes and discontinues the Area Wide Calling Plan billing option, provides a Surrogate Billing Factor, changes the Shared Facility Factor, removes certain text and extends the term of the Agreement.

Please file this Amendment in your usual manner and return the extra enclosed copy of this letter with the date of filing stamped thereon directly to the undersigned in the enclosed, self addressed stamped envelope at your first opportunity.

Should you have any questions with this filing, please contact me. Thank you for your attention to and assistance with this matter.

Very truly yours,

Thomas E. Pulliam

Thomas E. Pulliam

TEP\wh

Enclosures

cc: Don J. Kirkpatrick (w/enclosure)
Charon Harris Phillips (w/enclosure)
Office of Public Counsel (w/enclosure)
Staff of the Missouri Public Service Commission (w/enclosure)

03100VF10

AMENDMENT #1

to

**AGREEMENT FOR INTERCONNECTION AND RECIPROCAL
COMPENSATION**

RECEIVED³

Between

MAY 23 2003

SOUTHWESTERN BELL TELEPHONE COMPANY

*Records
Public Service Commission*

And

AMERITECH MOBILE COMMUNICATIONS, INC.

This is an Amendment ("Amendment") to the Agreement for Reciprocal Compensation (the "Interconnection Agreement") approved on August 27, 1997 in the state of Missouri, by and between Southwestern Bell Telephone Company – now Southwestern Bell Telephone, L.P. in the state of Texas ("SWBT") – and Ameritech Mobile Communications, Inc. – whose rights and obligations under the Interconnection Agreement were fully assumed by Celco Partnership d/b/a Verizon Wireless ("VZW") as successor-in-interest to Ameritech Mobile Communications, Inc., with respect to and on behalf of the FCC CMRS licensee(s) and market(s) listed in Appendix GSA (Geographic Service Area). SWBT and VZW shall be known jointly as the "Parties".

WHEREAS, SWBT and VZW, as successor-in-interest to Ameritech Mobile Communications, Inc. for the St. Louis Market, executed an Interconnection Agreement April 7, 1997 and April 9, 1997 (the "Interconnection Agreement");

WHEREAS, the Parties wish to amend the Interconnection Agreement to remove and discontinue the Area Wide Calling Plan billing option, described in Section 5.5 and described in Appendix Pricing, Section 7.0 of the Agreement;

WHEREAS, the Parties recognize that VZW does not currently have the ability to accurately measure and bill actual usage and desires to amend the Interconnection Agreement to provide an alternate billing method;

WHEREAS, the Parties recognize that they do not currently have the ability to measure the actual amount of traffic that originates from Telecommunications Carriers other than SWBT and terminates on Carrier's network;

WHEREAS, the Parties wish to amend the Interconnection Agreement to provide a Surrogate Billing Factor in the Appendix Pricing;

WHEREAS, the Parties wish to amend the Interconnection Agreement by changing the Shared Facility Factor in the Appendix Pricing based upon a reasonable estimate of traffic, supported by state-specific, carrier-specific traffic study and/or network information;

WHEREAS, the Parties wish to remove section 3.1.4 and the corresponding pricing in section 5.3 of Appendix Pricing that pertains to transit traffic percentages; and

WHEREAS, the Parties also wish to amend the Agreement to reflect a one-year extension;

NOW, THEREFORE, in consideration of the mutual promises contained herein, SWBT and VZW hereby agree as follows:

1. The Parties agree that the Interconnection Agreement shall be amended by replacing Paragraphs 6.2.1. with the following:

6.2.1 Each Party will record its terminating minutes of use for all inter-company calls. Each Party will perform the necessary call recording and rating for its respective portions of an interchanged call. Each Party shall be responsible for billing and collection from their respective Customers. Each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party pursuant to this Agreement.

6.2.1.1 The Parties recognize, and Carrier represents, that Carrier temporarily does not have the technical systems in place to measure and bill SWBT pursuant to this Agreement. When Carrier has the ability to measure actual SWBT-to-Carrier traffic, then Carrier shall bill SWBT pursuant to Section 6.2.1. To the extent that Carrier does not have the ability to so measure and bill the actual amount of SWBT-to-Carrier traffic, the Parties agree that Carrier shall bill SWBT the charges due using the Surrogate Billing Factor as described in Section 6.2.1.3 and provided in Paragraph 11 of Appendix Pricing.

6.2.1.2 The Parties recognize that neither Carrier nor SWBT currently has the ability to record the actual amount of traffic that originates from Telecommunications Carriers other than SWBT and terminates on Carrier's network. Unless Carrier has the ability to measure actual traffic originating on SWBT's network, when SWBT has in place the technical systems to measure traffic originated with Telecommunications Carriers other than SWBT and terminating on Carrier's network, upon sixty (60) days advanced notice to Carrier, SWBT and Carrier can mutually

agree to use actual data provided by SWBT for Carrier to bill SWBT in lieu of the procedures provided in Section 6.2.1. Within such sixty (60) day period, the Parties will enter good faith negotiations to arrive at a methodology for determining actual usage. If the Parties are unable to agree to a methodology within such time, then the Parties agree to use the Surrogate Billing Factor described in Section 6.2.1.3 and provided in Paragraph 11 of Appendix Pricing.

- 6.2.1.3 When Carrier is unable to record the actual amount of SWBT-to-Carrier traffic, as provided in Section 6.2.1.1 above, the Parties agree to use a Surrogate Billing Factor to determine the amount of SWBT-to-Carrier traffic. When the Surrogate Billing Factor is used instead of actual recorded usage, the amount of SWBT-to-Carrier Conversation MOUs for Local Traffic subject to Reciprocal Compensation between the Parties shall be deemed to be equal to the product of (i) the total Carrier-to-SWBT Local Traffic Conversation MOUs subject to Reciprocal Compensation between the Parties (based on SWBT's monthly bill to Carrier) divided by Carrier-to-SWBT Surrogate Billing Factor, and (ii) the SWBT-to-Carrier Surrogate Billing Factor. When using the Surrogate Billing Factor, Carrier shall bill SWBT the charges due based solely on the calculation contained in the preceding sentence.
- 6.2.1.4 When Carrier uses the billing method set forth in Section 6.2.1.3, Carrier shall use the SWBT invoice to identify the SWBT Billing Account Numbers (BANs) from which the traffic is delivered to Carrier as well as the total number of Conversation MOUs of Local Traffic subject to Reciprocal Compensation between the Parties for each BAN. The receiving party shall bill the sending party based solely on the calculations described in Section 6.2.1.3, above.
- 6.2.1.5 The Surrogate Billing Factor contained in Paragraph 11, Appendix Pricing, is based on Carrier-specific, state-specific information available to SWBT and/or supplied by Carrier. These changes are based on such information and apply only in light of those Carrier-specific, state-specific facts. The Surrogate Billing Factor contained in Paragraph 11, Appendix Pricing, will not apply to other carriers who may adopt this Agreement; such carriers must provide their own carrier-specific, state-specific facts to establish a Surrogate Billing Factor. In addition, should Carrier be unable to measure and bill the actual amount of SWBT-to-Carrier traffic on the one-year anniversary of the date

this Amendment is filed with the Public Utility Commission, or any subsequent anniversary thereafter, either Party may request negotiation of a new Surrogate Billing Factor; and within thirty (30) days of such request, the Parties shall enter such negotiation, which shall be in good faith, to be concluded within sixty (60) days of such request, at which time the Parties shall execute an amendment to this Agreement reflecting the negotiated change, if appropriate; provided, however, no such renegotiation shall take place more often than once every twelve (12) months.

2. The Parties agree that the Interconnection Agreement shall be amended by adding the following Surrogate Billing Factors as Paragraph 11 of Appendix Pricing.

11.0 The Surrogate Billing Factors are:

11.1 Carrier-to-SWBT .70

11.2 SWBT-to-Carrier .30

3. The parties agree that the Interconnection Agreement shall be amended by replacing the following Shared Facility Factor in Section 4.0 of Appendix Pricing:

4.0 Shared Facility (1)(2)

4.1 Shared Facility Factor - Carrier .70

4.2 Shared Facility Factor - SWBT .30

- 4 The Parties agree that the Area Wide Calling Plan billing option, described in Section 5.5 and described in Appendix Pricing, Section 7.0 of the Interconnection Agreement, shall be discontinued and unavailable as an option to Carrier after September 30, 2002. The Parties agree to cooperate and take steps necessary to effectuate this provision.

5. The Parties agree to remove section 3.1.4 and the corresponding pricing in section 5.3 of Appendix Pricing that pertains to transit traffic percentages.

6. The Parties agree that the Interconnection Agreement shall be amended by adding Paragraph 18.20 as follows:

18.20 The complete list of Carrier's Access Carrier Name Abbreviation (ACNA) codes covered by this Agreement is listed below. Any addition, deletion or change in name associated with these listed ACNA codes requires notice to SWBT. Notice must be received before orders can be processed under a new or changed ACNA code.

ACNA List: CMO

7. The Parties agree that the Agreement shall be amended by replacing the Licensed Areas Served described in Appendix GSA with the following:

<u>Licensee</u>	<u>Market Name</u>
Cellco Partnership	Jefferson City
Cellco Partnership	Kansas City
Cellco Partnership	Missouri 12 - Maries
Cellco Partnership	Missouri 18 - Perry
Cellco Partnership	Missouri 19 - Stoddard
Cellco Partnership	Missouri 8 - Callaway
Cellco Partnership	Poplar Bluff
Cellco Partnership	Rolla
Cellco Partnership	Sedalia
Cellco Partnership	Joplin - Miami
CyberTel Cellular Telephone Co.	St. Louis

8. The Parties agree that the Agreement is hereby amended to reflect the name changes from Ameritech Mobile Communications, Inc. to Cellco Partnership d/b/a Verizon Wireless and from Southwestern Bell Telephone Company to Southwestern Bell Telephone, L.P.
9. The Parties agree that Section 18.2.1 Term and Termination of the Agreement is amended to reflect a one-year extension and shall be replaced with the following:

18.2.1 This Agreement shall be in effect until April 27, 2004, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least sixty (60) days in advance of the date of termination; provided, however, that no such termination shall be effective prior to the date one year from the Effective Date of this Agreement. By mutual agreement, SWBT and Carrier may amend this Agreement in writing to modify its terms.

10. **EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS IN THE UNDERLYING AGREEMENT REMAIN**

UNCHANGED, and all such terms and conditions are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

11. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SWBT reserves its right to exercise its option at any time in the future to adopt on a date specified by SWBT the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

12. This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission

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

Cellco Partnership
d/b/a Verizon Wireless

Cybertel Cellular Telephone Company
d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner

Southwestern Bell Telephone, L.P.
in the State of Texas
By SBC Telecommunications, Inc., its
Authorized Agent

By: _____

Robert F. Swaine

Print Name:

Title: Area VP - Network

Date: 4-7-03

By: _____

Mike Auinbauh

Print Name:

Title: f/ President-Industry Markets

Date: APR 15 2003