



December 15, 2003

Missouri Public Service Commission  
Attn : Secretary of the Commission  
200 Madison Street, Suite 100  
P.O. Box 360  
Jefferson City, MO 65102-0360

*RECEIVED*

**DEC 16 2003**

*Records  
Public Service Commission*

RE: Additional amendment to Interconnection Agreement between Level 3 Communications, LLC and Southwestern Bell Telephone Company

Dear Secretary:

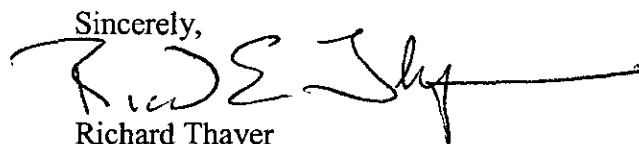
Enclosed please find an original and three copies of an amendment to the interconnection agreement between Level 3 Communications, LLC, and Southwestern Bell Telephone Company ("SWBT") for filing with the Commission pursuant to Section 392.220 and the Order Approving Interconnection Agreement in Case NO. TO-2002-179. The enclosed Amendment to the Interconnection Agreement – Missouri by and between SBC Missouri and Level 3 Communications, LLC (Amendment) represents the result of recent agreements regarding the issues addressed herein. This Amendment addresses provision in Section 5.7 of the General Terms and Conditions of the currently effective agreement approved in TO-2002-179, and intervening amendments. This Amendment does not discriminate against a telecommunications carrier that is not a party to it and their implementation is consistent with the public interest, convenience and necessity.

This Amendment does not replace any pages of the existing agreement, and should be placed at the end of the existing approved interconnection agreement. The attached pages have been numbered seratim beginning with page 787 and ending with page 791 to accommodate placing the pages at the end of the currently effective agreement.

Please return an original date stamped copy of this letter in the enclosed, self-addressed stamped envelope for our records.

Thank you for your assistance. Copies are being served on the General Counsel, Public Counsel and counsel for Southwestern Bell Telephone Company. Please contact me at 720-888-2620 if there are any questions.

Sincerely,



Richard Thayer

Enclosure

Cc: General Counsel  
Office of Public Counsel  
SWBT legal department

Level 3 Communications, Inc. 1025 Eldorado Boulevard, Broomfield, CO 80021

[www.Level3.com](http://www.Level3.com)

**AMENDMENT  
TO  
INTERCONNECTION AGREEMENT  
UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

between one or more of

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 Pacific,  
The Southern New England Telephone Company d/b/a SBC SNET  
Southwestern Bell Telephone, L.P., d/b/a SBC Oklahoma, SBC Missouri, SBC Kansas, SBC Arkansas and  
SBC Texas,  
Wisconsin Bell, Inc. d/b/a SBC Wisconsin

and

**Level 3 Communications, LLC**

The Interconnection Agreement 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 Pacific, The Southern New England Telephone Company d/b/a SBC SNET; Southwestern Bell Telephone, L.P., d/b/a SBC Oklahoma, SBC Missouri, SBC Kansas, SBC Arkansas and SBC Texas; Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC") and Level 3 Communications, LLC ("CLEC") ("Agreement") is hereby amended as follows:

I. Section 5.7 of the General Terms and Conditions of the Agreement is replaced in its entirety with the following language:

- 5.7 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which **SBC-13STATE** received CLEC's Section 252(a)(1) request, unless negotiations are in progress or arbitration has been demanded provided, however, when a successor agreement becomes effective, the rates and charges of such successor agreement shall apply retroactively back to the date this Agreement is terminated or expires, whichever is later, and that the retroactive true-up shall be completed within ninety (90) calendar days following the effective date of such successor Agreement. In the event a successor agreement is not established via negotiation or arbitration ten (10) months after the date on which **SBC-13STATE** received CLEC's Section 252(a)(1) request, the Parties agree to continue to operate under the rates, terms and conditions of this Agreement until such successor agreement is established; provided, however, that the rates and charges of such successor agreement shall apply retroactively back to the date this Agreement is terminated or expires, whichever is later, and that the retroactive true-up shall be completed within ninety (90) calendar days following the effective date of such successor Agreement. Notwithstanding the foregoing, if the Parties have executed an "Amendment Superseding Certain Compensation, Interconnection, and Trunking

Provisions" and/or a "Second Amendment Superseding Certain Compensation, Interconnection, and Trunking Provisions," this Amendment is not intended nor shall it be construed as modifying or superseding the rates, terms and conditions of the "Amendment Superseding Certain Compensation, Interconnection, and Trunking Provisions" and/or a "Second Amendment Superseding Certain Compensation, Interconnection, and Trunking Provisions, and accordingly any true-up requirement as a result of the expiration of the Agreement as set forth in this Amendment shall not apply to the rates and charges applicable pursuant to the "Amendment Superseding Certain Compensation, Interconnection, and Trunking Provisions" and/or a "Second Amendment Superseding Certain Compensation, Interconnection, and Trunking Provisions", each of which shall be subject only to its own terms and conditions as to whether a true up may be warranted.

## II. RESERVATION OF RIGHTS

- 2.1 In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving and each Party hereby expressly reserves any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement, except as provided below in section x.2, with respect to any orders, decisions, legislation 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; 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); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action.
- 2.2 The Parties acknowledge and agree that they have previously executed a Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions ("First Amendment") and a Second Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions ("Second Amendment"), in which they have waived certain rights they may have under the Intervening/Change in Law provisions of the Agreement with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined in the Second Amendment), POIs or trunking requirements that are subject to the First Amendment and the Second Amendment for the period from September 1, 2000 through December 31, 2004. Notwithstanding anything to the contrary in this Amendment or elsewhere in the Agreement, nothing in this Amendment is intended nor should be construed as modifying or superseding the rates, terms and conditions in the First Amendment and Second Amendment. With the exception of the explicit waivers in the First Amendment and Second Amendment for the time period of September 1, 2000 through December 31, 2004, each Party fully reserves all of its rights, remedies and arguments with respect to any

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decisions, orders or proceedings and the Illinois Law, 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.

- 2.3 The Parties further acknowledge and agree that SBC INDIANA, SBC OHIO, SBC TEXAS, SBC WISCONSIN, SBC ARKANSAS, SBC MICHIGAN, SBC CALIFORNIA and SBC ILLINOIS have provided on the dates below notice of the invocation of the intercarrier compensation plan adopted by the FCC in its ISP Compensation Order as that order was released on April 27, 2001 ("FCC Plan"), subject to the terms of the First Amendment and the Second Amendment, in (1) Indiana, Ohio, Texas and Wisconsin, effective June 1, 2003; (2) Arkansas and Michigan, effective July 6, 2003; (3) California, effective August 1, 2003; and (3) Illinois effective September 1, 2003 and that in entering into this Amendment, SBC INDIANA, SBC OHIO, SBC TEXAS, SBC WISCONSIN, SBC ARKANSAS, SBC MICHIGAN, SBC CALIFORNIA, SBC ILLINOIS, and the other SBC incumbent telephone operating companies ("ILECs") are reserving their right to seek conforming modifications to the Agreement to formally incorporate the rates, terms and conditions of such FCC Plan into the Agreement in each applicable state and any of the other states in which SBC-13STATE may hereafter invoke the FCC Plan, subject to the terms of the First Amendment and the Second Amendment. The Parties agree that on or before March 31, 2004, they shall commence negotiations regarding the specific FCC Plan rates, terms and conditions effective between the Parties the day immediately after expiration of the Parties' Second Amendment; provided, however, that both Parties reserve all rights with respect to the proper implementation of the FCC Plan. In the event that specific FCC Plan rates, terms and conditions have not been incorporated into this Agreement upon expiration of the Parties' Second Amendment (and provided further that there has been no change in law with respect to the matters addressed in the FCC's ISP Compensation Order including, but not limited to, the FCC Plan by that date of expiration), then the Parties acknowledge and agree that effective the day immediately following expiration in the states identified in this Section and any other states where SBC ILECs invokes the FCC Plan, ISP-Bound Traffic shall be subject to the FCC Plan rates, terms and conditions or whatever other arrangements the Parties may have mutually negotiated and are approved and in effect as of the date of expiration. Although the Parties agree that the FCC Plan will be implemented with respect to ISP-Bound Traffic the day immediately following expiration of the Parties' Second Amendment (subject to any change of law) as described above, each Party reserves any rights it may have as to the proper implementation of the Plan except as such implementation has been agreed to herein. Notwithstanding anything contrary herein, if at any time CLEC is compensated under the rates, terms and conditions of the underlying Appendix Reciprocal Compensation (excluding the First and Second Amendment) in the states identified in this Section or any other states where an SBC ILEC(s) invokes the FCC Plan, ISP-Bound Traffic in those States shall be subject to the FCC Plan rates, terms, and conditions immediately, subject to any changes in law.
- 2.4 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 ("Written Notice"). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties

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acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and SBC Illinois will issue any adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice 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 Written Notice, 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.

III. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT AS AMENDED SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IV. This Amendment shall be filed with and is subject to approval by each of the states respective Public Utility Commission and shall become effective following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 18 day of Nov, 2003, by 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 Pacific, The Southern New England Telephone Company d/b/a SBC SNET; Southwestern Bell Telephone, L.P., d/b/a SBC Oklahoma, SBC Missouri, SBC Kansas, SBC Arkansas and SBC Texas; Wisconsin Bell, Inc. d/b/a SBC Wisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Level 3 Communications, 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 Pacific, The Southern New England Telephone Company d/b/a SBC SNET; Southwestern Bell Telephone, L.P., d/b/a SBC Oklahoma, SBC Missouri, SBC Kansas, SBC Arkansas and SBC Texas; Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Telecommunications, Inc., its authorized agent

Signature: Kevin T. Paul

Signature: Mike Auinbauh

Name: KEVIN T. PAUL  
(Print or Type)

Name: Mike Auinbauh  
(Print or Type)

Title: VP-SOFTSWITCH DEPLOYMENT  
(Print or Type)

Title: For/ President - Industry Markets

Date: 9-30-03

Date: NOV 18 2003

AECN/OCN# 8824  
(Facility Based - if applicable)

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