

DOCKET NO. 41021

JOINT APPLICATION OF BRAZOS
TELECOMMUNICATIONS, INC. AND
NEW CINGULAR WIRELESS PCS, LLC
FOR APPROVAL OF AN AMENDMENT
TO THE RECIPROCAL
INTERCONNECTION, TRANSPORT
AND TERMINATION AGREEMENT
UNDER PURA AND THE
TELECOMMUNICATIONS ACT OF
1996

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PUBLIC UTILITY COMMISSION
OF TEXAS

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JOINT APPLICATION OF BRAZOS TELECOMMUNICATIONS, INC.
AND NEW CINGULAR WIRELESS PCS, LLC FOR APPROVAL OF AN
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Date Filed

December 5, 2012

DOCKET NO. _____

JOINT APPLICATION OF BRAZOS	§	
TELECOMMUNICATIONS, INC. AND	§	
NEW CINGULAR WIRELESS PCS, LLC	§	PUBLIC UTILITY COMMISSION
FOR ADMINISTRATIVE APPROVAL	§	
OF AN AMENDMENT TO THE	§	OF TEXAS
RECIPROCAL INTERCONNECTION,	§	
TRANSPORT AND TERMINATION	§	
AGREEMENT PURSUANT TO PURA	§	
AND THE TELECOMMUNICATIONS	§	
ACT OF 1996	§	

**JOINT APPLICATION OF BRAZOS TELECOMMUNICATIONS, INC.
AND NEW CINGULAR WIRELESS PCS, LLC FOR APPROVAL OF AN
AMENDMENT TO THE RECIPROCAL INTERCONNECTION, TRANSPORT
AND TERMINATION AGREEMENT**

COME NOW Brazos Telecommunications, Inc. ("BTI") and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility ("AT&T Mobility"), collectively "the Applicants," and file this Joint Application for Approval of an Amendment to the Reciprocal Interconnection, Transport and Termination Agreement ("Agreement") under the Telecommunications Act of 1996¹ ("the Act") and Section 252(e) of the Act, and would respectfully show the Public Utility Commission of Texas ("Commission") the following:

I. Amendment to the Agreement

Applicants have executed the Amendment filed herewith as Attachment I and present it to the Commission for approval pursuant to the terms of Section 252 of the Act, PURA, and applicable PUC Procedural Rules. The Applicants intend for this

¹ Telecommunications Act of 1996 § 3, 47U.S.C.A. § 252 (West 1991 & Supp. 2001) (hereinafter referred to as the "Act").

Amendment to modify the terms and conditions of the underlying Agreement approved by the Commission on May 16, 2007 in Docket 34236.

II. Request for Approval

BTI and AT&T Mobility jointly seek approval of this Amendment consistent with the provisions of Section 252 of the Act and P.U.C. PROC. R. 21.101. The Parties represent and believe that the implementation of this Amendment is consistent with the public interest, convenience, and necessity and does not discriminate against any telecommunications carrier that is not a party to this Amendment. BTI does not waive its rights as a rural telephone company under Section 251(f) of the Act by entering into this Amendment.

The Applicants respectfully request that the Commission grant expeditious approval of this Amendment, without change, suspension, or other delay in this implementation. This is a bilateral Amendment, reached as a result of good faith negotiation and compromise between the Applicants.

III. Standard for Review

The statutory standards of review are set forth in Section 252(e) of the Act and P.U.C. Subst. Rule §21.101. Section 252(e) of the Act provides as follows:

- (e) APPROVAL BY STATE COMMISSION.
 - (1) APPROVAL REQUIRED. -- Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies.
 - (2) GROUNDS FOR REJECTION. -- The State Commission may only reject --
 - (A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that--

- (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
- (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity.

The Affidavits of Richard D. Adams of BTI and Jerry Hicks of AT&T Mobility, filed herewith as Attachments II and III, establish that the Amendment submitted herein satisfies these standards.

IV. Requested Procedure

Given the relatively narrow scope of the approval process contemplated by Section 252(e) of the Act, Applicants suggest that the Commission adopt in this instance the procedure of (1) publishing notice and (2) soliciting on an expedited basis written comments (and reply comments, if necessary) on the relevant issues as they relate to this Amendment.

V. Relief Requested

The parties request the Commission to provide the following relief:

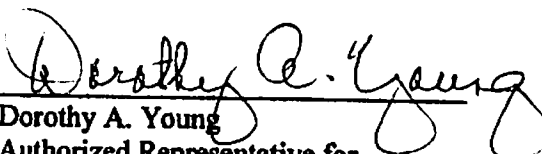
1. Forthwith issue notice in the *Texas Register* requesting written comments, if any, on an expedited basis.
2. Approve the Amendment as early as possible by Commission order.

VI. Conclusion


For the reasons set forth above, Applicants respectfully pray that the Commission grant all of the relief requested herein and such other and further relief to which the parties may show themselves to be entitled or this Commission deems appropriate under the circumstance.

Respectfully submitted,

CHR Solutions, Inc.
5929 Balcones Drive, Suite 200
Austin, Texas 78731-4280
(512) 343-2544

By: 
Dorothy A. Young
Authorized Representative for
Brazos Telecommunications, Inc.

New Cingular Wireless PCS, LLC
26019 NE 34th St.
Redmond, WA 98053
(425) 241-2751

By: 
Sheila M. Paananen
Authorized Representative for
New Cingular Wireless PCS, LLC

ATTACHMENT I

**AMENDMENT
TO THE RECIPROCAL INTERCONNECTION, TRANSPORT AND
TERMINATION AGREEMENT**

**AMENDMENT NO. 1
TO THE RECIPROCAL INTERCONNECTION,
TRANSPORT AND TERMINATION AGREEMENT
BY AND BETWEEN
BRAZOS TELECOMMUNICATIONS, INC. AND
NEW CINGULAR WIRELESS PCS, LLC, AND ITS COMMERCIAL MOBILE RADIO
SERVICE AFFILIATES D/B/A AT&T MOBILITY**

This is an Amendment (“Amendment”) to the Reciprocal Interconnection, Transport and Termination Agreement by and between Brazos Telecommunications, Inc. (“BTI”), and New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service affiliates, d/b/a AT&T Mobility (“AT&T Mobility”), jointly the “Parties.”

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into a Reciprocal Interconnection, Transport and Termination Agreement (“Original Agreement”), pursuant to 47 U.S.C. §§251 and 252, filed with the Public Utility Commission of Texas in Docket No. 34236; and

WHEREAS, On November 18, 2011, the Federal Communications Commission (“FCC”) issued a Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208 as amended (the “USF/ICC Transformation Order”); and

WHEREAS, the Original Agreement contains a “change in law” provision which authorizes the Parties to amend the Original Agreement to comport with a change in law.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

A. Definitions

1. “Bill-and-Keep” arrangements are those in which carriers exchanging telecommunications traffic do not charge each other for specific transport and/or termination functions or services as defined in 47 C.F.R. §51.713.
2. “InterMTA Traffic” means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area (“MTA”), as defined in 47 C.F.R. §24.202(a), and terminates in another MTA.
3. “Non-Access Telecommunications Traffic” (IntraMTA Traffic) means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same MTA.

B. Amendment Terms

1. Pursuant to the FCC’s USF/ICC Transformation Order, effective for traffic exchanged on and after July 1, 2012, Bill-and-Keep shall be the compensation methodology for Non-Access Telecommunications Traffic exchanged between BTI and AT&T Mobility.

- 1.1 The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives. Notwithstanding the foregoing, if as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, the FCC's USF/ICC Transformation Order regarding the bill-and-keep arrangements for IntraMTA traffic are reversed, remanded, stayed, or vacated ("Bill-and-Keep Decision"), then the Parties agree to comply with all requirements of the Bill-and-Keep Decision.
- 1.2 Unless the Bill-and-Keep Decision expressly provides otherwise, the following reciprocal compensation rates for Non-Access Telecommunications Traffic shall apply:
 - 1.2.1 In the event of a reversal, remand, or vacatur, the per minute of use reciprocal compensation rates listed in the Original Agreement shall be applied in lieu of Bill-and-Keep, and, if the reversal, remand, or vacatur so requires, the Parties will true up the rates and apply such rates retroactively back to July 1, 2012.
 - 1.2.2 In the case of a judicial stay, the Parties will apply the reciprocal compensation rates listed in the Original Agreement prospectively from the date the stay is issued. If such judicial stay is subsequently lifted and there is not a corresponding court-ordered reversal or vacatur, the Parties will move to Bill-and-Keep.
2. InterMTA Traffic - The Parties agree that traffic that is directly or indirectly delivered, may be rated and recorded as IntraMTA Traffic, but may have originated and terminated in different MTAs and therefore, is InterMTA Traffic subject to switched access compensation.
 - 2.1 Recognizing that neither Party currently has a way of accurately measuring this InterMTA Traffic, the Parties agree, for the purposes of this Amendment, to maintain the existing InterMTA Factor at this time. Within six (6) months of the effective date of this Amendment, the Parties agree to work cooperatively in the conduction of AT&T Mobility's InterMTA Traffic study with sufficient parameters to reasonably identify such traffic and establish a new InterMTA Traffic Factor to be applied prospectively as of a mutually agreeable date.
 - 2.2 Further, the Parties agree that this Amendment is intended primarily for the exchange of IntraMTA Traffic. Because of the mobile nature of AT&T Mobility's customers, the Parties acknowledge that a *de minimus* amount of InterMTA Traffic can be delivered directly over the interconnection trunks or indirectly *via* the third party tandem; however, excessive or unreasonable amounts of other identifiable InterMTA Traffic shall not be delivered in this manner and shall not be common practice.
 - 2.3 The Parties agree to review the InterMTA Factor on a periodic basis and, if warranted by the actual usage, revise the factor appropriately. Both Parties shall cooperate in exchanging necessary records and information required to conduct such reviews. Once the new InterMTA Factor is established, each Party shall only have the right to conduct a review of the InterMTA Factor no more than one time in a consecutive 12-month period.
3. FCC Rule 47 C.F.R. §51.709(c) provides that for Non-Access Telecommunications Traffic exchanged between BTI and AT&T Mobility, BTI will be responsible for transport to AT&T Mobility's interconnection point when it is located within BTI's service area. When AT&T

Mobility's interconnection point is located outside BTI's service area, BTI's transport and provisioning obligation stops at its meet point, and AT&T Mobility is responsible for the remaining transport to its interconnection point (the "Rural Transport Rule").

- 3.1 BTI shall notify AT&T Mobility within ten (10) days of any change in its status as a rural rate-of-return LEC. In the event of any such change, BTI will, upon AT&T Mobility's request, commence negotiations on a further amendment to the Original Agreement within thirty (30) days of such request.
4. **Call Signaling.** The Calling Party Number ("CPN") associated with the End-User Customer originating the call must be provided as required by FCC rules (47 C.F.R. §64.1601). The CPN shall not be altered. The CPN will be provided by each Party in conjunction with all traffic it exchanges to the extent required by industry standards and FCC rules. The CPN follows the North American Numbering Plan Administration ("NANPA") standards and can be identified in numbering databases and the LERG as an active number. The CPN is assigned to an active End-User.
5. Where available, the Parties will connect their networks using SS7 as defined in applicable industry standards including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for Common Channel Signaling ("CCS")-based features to facilitate interoperability of CLASS features and functions between their respective networks. Signaling information shall be shared between the Parties at no charge to either Party.
6. In order to process, track and monitor the traffic that is being exchanged, the Parties agree to cooperate with one another on the exchange of all appropriate CCS messages, for call set-up, including without limitation ISUP and TCAP messages.

7. **Updated Contacts:**

<p>Brazos Telecommunications, Inc.</p> <p><u>For Official Notices:</u> Brazos Telecommunications, Inc. 109 N. Avenue D. Olney, Texas 76374-1866 Attn: Richard D. Adams, Executive Vice-President/General Manager</p> <p><u>For Billing:</u> Brazos Telecommunications, Inc. 109 N. Avenue D. Olney, Texas 76374-1866 940-873-4303 (voice) 940-837-4304 (fax) kyleh@brazosnet.com</p>	<p>AT&T Mobility</p> <p><u>For Official Notices:</u> AT&T Mobility LLC 1277 Lenox Park Blvd. Suite 4A42 Atlanta, GA 30319 Attn: Senior Contract Manager Telephone: 404-499-6086 Fax: 404-986-8452</p> <p><u>With a copy to:</u> AT&T Services, Inc. Legal Department 675 West Peachtree Street Atlanta, GA 30308 Attn: Interconnection Agreement Counsel</p> <p><u>For Billing:</u> AT&T Mobility C/O TEOCO 12150 Monument Drive, Suite 700 Fairfax, VA 22033 (in "RE" space put "Xtrak")</p>
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8. This Amendment shall be effective July 1, 2012.
9. This Amendment shall remain effective as long as the Original Agreement remains effective between the Parties, subject to future changes of law.
10. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.
11. Except as expressly set forth herein, the terms and conditions of the Original Agreement shall remain in full force and effect without change.

IN WITNESS THEREOF, The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service affiliates, d/b/a AT&T Mobility	
By:	<i>Sheila Paananen</i>
Name:	Sheila Paananen
Title:	Lead Carrier Relations Manager
Date:	12/4/2012

Brazos Telecommunications, Inc.	
By:	<i>Richard D. Adams</i>
Name:	Richard D. Adams
Title:	Exec. V.P. and General Manager
Date:	11/30/12

ATTACHMENT II

AFFIDAVIT OF RICHARD D. ADAMS

STATE OF TEXAS
COUNTY OF YOUNG

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AFFIDAVIT OF RICHARD D. ADAMS

BEFORE ME, the undersigned authority, on this 30 day of November, 2012 personally appeared Richard D. Adams who, upon being by me duly sworn on oath, deposed and said the following:

1. My name is Richard D. Adams. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am responsible for the negotiation of agreements on behalf of Brazos Telecommunications, Inc. ("BTI"). I have personal knowledge of the Amendment to the Reciprocal interconnection, Transport and Termination Agreement (the "Amendment") between BTI and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility. The parties have diligently negotiated, culminating in this Amendment.

2. The Amendment is pro-competitive in that it implements the terms of the underlying Agreement between the parties in a way which the parties believe is consistent with Section 251(b)(5) of the Telecommunications Act of 1996.

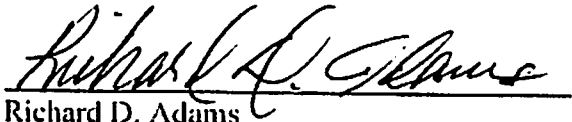
3. The implementation of the Amendment is consistent with the public interest, convenience and necessity.

4. Further, consistent with the policy provisions of PURA, I believe that this Amendment will foster, encourage and accelerate the continuing development and emergence of a competitive advanced telecommunications environment and infrastructure and to that end, not only advance, but also protect the public interest.

5. I am not aware of any provision in this Amendment that discriminates against any telecommunications carrier who chooses to adopt the terms, conditions and rates of the Agreement.

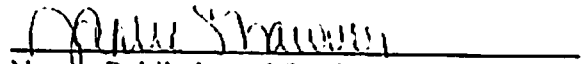
6. I am not aware of any outstanding issues between the parties that need the assistance of mediation or arbitration at this time.

FURTHER, AFFIANT SAYETH NOT.


Richard D. Adams
Executive Vice President/General Manager
Brazos Telecommunications, Inc.

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on this the 30 day of November, 2012.




Notary Public in and for the State of Texas

My Commission expires on: May 31, 2015

ATTACHMENT III

AFFIDAVIT OF JERRY L. HICKS

STATE OF TEXAS
COUNTY OF TRAVIS

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AFFIDAVIT OF JERRY L. HICKS

BEFORE ME, the undersigned authority, on this 4th day of December, 2012 personally appeared Jerry L. Hicks, who, upon being by me duly sworn on oath, deposed and said the following:

1. My name is Jerry L. Hicks. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am responsible for supervising interconnection negotiations leading to the signing of the Amendment to the Reciprocal Interconnection, Transport and Termination Agreement ("Agreement") between Brazos Telecommunications, Inc. ("BTI") and New Cingular Wireless PCS, LLC ("AT&T Mobility"). I have personal knowledge of the interconnection negotiations between BTI and AT&T Mobility preceding this Amendment. The parties have diligently negotiated, culminating in this Agreement.

2. The Amendment was negotiated in good faith and is pro-competitive in that it implements the terms of the underlying Agreement between the parties in a way which the parties believe is consistent with the Telecommunications Act as amended in 1996.

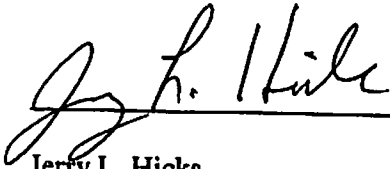
3. The implementation of the Amendment is consistent with the public interest, convenience and necessity.

4. Further, consistent with the policy provisions of PURA, I believe that this Amendment will foster, encourage and accelerate the continuing development and emergence of a competitive advanced telecommunications environment and infrastructure and to that end, not only advance, but also protect the public interest.

5. I am not aware of any provision in this Amendment that discriminates against any telecommunications carrier who chooses to adopt the terms, conditions and rates of the Agreement.

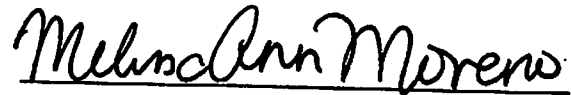
6. I am not aware of any outstanding issues between the parties that need the assistance of mediation or arbitration at this time.

FURTHER, AFFIANT SAYETH NOT.



Jerry L. Hicks
Director-Regulatory

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on this the 4th day of December, 2012 to certify which witness my hand and seal of office.



Melissa Ann Moreno

Notary Public in and for the State of Texas

My Commission expires on: September 5, 2014

