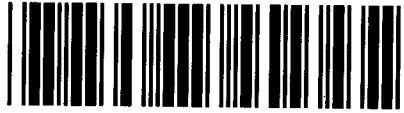




Control Number: 40506



Item Number: 1

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PUBLIC UTILITY COMMISSION
FILING CLERK

June 26, 2012

Commission Filing Clerk
Public Utility Commission of Texas
1701 N. Congress Avenue
Austin, Texas 78701

Re: Docket No. 40506 Joint Application for Approval of an Amendment to their Agreement for Interconnection (the "Amendment") under the Telecommunications Act of 1996 (the "Federal Act") and the Public Utility Regulatory Act ("PURA")

Dear Commission Filing Clerk:

Eastex Telephone Cooperative, Inc. (hereinafter "Eastex") and New Cingular Wireless PCS, LLC and its Commercial Mobile Radio Service operating affiliates, d/b/a AT&T Mobility (hereinafter "AT&T Mobility") (collectively the "Applicants") hereby submit their Joint Application for Approval of an Amendment to their Agreement for Interconnection (the "Application") under the Telecommunications Act of 1996 (the "Federal Act") and the Public Utility Regulatory Act ("PURA"), and would respectfully show the Public Utility Commission of Texas (the "Commission" or "PUC") the following:

-I- Agreement to Amend Interconnection Agreement Reached

The Applicants have executed that certain Intercarrier Compensation Amendment to the Interconnection Agreement filed herewith as Attachment 1 (the "Amendment"), and present it to the Commission for approval pursuant to the terms of the Federal Act, PURA and the Commission's Substantive Rules. The Applicants intend for this Amendment into the underlying Interconnection Agreement already approved by the Commission on March 24, 2006 in Docket No. 32495.

Applicants' Affidavits explain how the Amendment is consistent with the public interest, convenience, and necessity, including all relevant requirements of law.

-II- Request for Approval

The Applicants seek the Commission's approval of the Amendment, consistent with the provisions of the Federal Act, PURA and the Commission's Substantive Rules. Both parties represent and believe that the implementation of this Amendment complies with the Commission's Substantive Rules as well as Section 252(e) of the Federal Act because the Amendment is consistent with the public interest, convenience, and necessity and does not discriminate against any telecommunications carrier. Accordingly, the Applicants respectfully request that the Commission grant expeditious

approval of this Amendment. This is a bilateral agreement reached as a result of good faith negotiations between the Applicants.

-III- Standard for Review

The statutory standards of review are set forth in Section 252(e) of the Federal Act and in the Rules of the Commission which provide as follows:

Section 252(e) of the Federal Act:

- (e) APPROVED 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;

P.U.C. Subst. R. § 26.272(h)(1)(C):

The Commission shall reject an agreement (or any portion thereof) adopted by negotiation if it finds that:

- (i) the agreement (or any 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.

-v- 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 justly entitled or this Commission deems appropriate under the circumstances.

Respectfully submitted,

Eastex Telephone Cooperative, Inc.

By: Allen Dorman

Printed Name: Allen Dorman

Title: CEO

**New Cingular Wireless, PCS, LLC, and its
Commercial Mobile Radio Service operating
affiliates, d/b/a AT&T Mobility**

By: *Sheila Paananen*

Printed Name: Sheila Paananen

Title: Lead Carrier Relations Manager

2012 INTERCARRIER COMPENSATION AMENDMENT

To the Interconnection Agreement Between

Eastex Telephone Cooperative, Inc. and New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service operating affiliates, d/b/a AT&T Mobility

This 2012 Intercarrier Compensation Amendment (the "Amendment") to the Interconnection Agreement described below by and between Eastex Telephone Cooperative, Inc. ("Eastex") and New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service operating affiliates, d/b/a AT&T Mobility ("AT&T Mobility") (collectively "the Parties") is made to be effective on the date the Public Utility Commission of Texas approves the Amendment (the "Effective Date").

WHEREAS, AT&T Mobility and Eastex are Parties to an Interconnection Agreement which became effective March 7, 2006 ("the Agreement");

WHEREAS, the Federal Communications Commission ("FCC") adopted its *USF/ICC Transformation Order*, FCC 11-161 (Nov. 18, 2011), on *recon*, FCC 11-189 (Dec. 23, 2011) (the "2011 FCC Order"), which among other things changes the rules governing the exchange of telecommunications traffic between CMRS providers and local exchange carriers, including AT&T Mobility and Eastex, and has directed in the 2011 FCC Order that the changes should become effective as of July 1, 2012;

WHEREAS, the 2011 FCC Order is under appeal, but, to the knowledge of the Parties, there is presently no court ordered stay of the 2011 FCC Order that would prohibit or delay the 2011 FCC Order from taking effect in respects to this Amendment as of July 1, 2012; and

WHEREAS, the Parties desire to conform the Agreement to the 2011 FCC Order to the extent the same becomes effective and applicable to the Agreement;

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

1. The Parties intend the Agreement to refer to and use the newly defined terms that the FCC has used in the 2011 FCC Order, specifically, "Non-Access Telecommunications Traffic." The Parties therefore amend the Agreement by replacing all references in the Agreement to "Local Traffic" with the term "Non-Access Telecommunications Traffic," as that term is now defined in 47 C.F.R. § 51.701.

2. The Amendment is intended to, and shall be deemed to, revise the rates, charges and other provisions of the Agreement to the extent necessary to give full effect to all applicable provisions of the 2011 FCC Order.
3. Commencing on July 1, 2012, the Parties will exchange all Non-Access Telecommunications Traffic at bill-and-keep (that is, at a zero intercarrier compensation rate for traffic in either direction between the Parties), pursuant to 47 C.F.R. § 20.11(B) and § 51.713.
4. Notwithstanding anything in this Amendment to the contrary, the originating Party will continue to pay any transit charges that may be assessed by an intermediary LEC, as currently provided in Section 4.3 of the Agreement.
5. 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 Federal Communications Commission provisions in the 2011 FCC Order regarding the bill-and-keep arrangements for IntraMTA traffic are reversed or remanded, then the Parties agree to comply with all requirements of the applicable decision, order or determination.
 - a. In the event the otherwise-controlling change of law is rescinded by administrative action or judicial order, the Parties agree this Amendment shall be void and of no effect from the date that such action or order becomes effective, and the Parties' Agreement shall, from that date forward, revert automatically to its prior terms, except as provided in subsection (c).
 - b. In the event a stay of the FCC Orders constituting the controlling change of law is issued pending judicial review, the terms of this Agreement will be suspended and of no effect during the time such stay is effective. During such time the Parties will be subject to the terms of their prior Agreement unaffected by this Amendment, except as provided in subsection (c).
 - c. If there is a specific controlling order, issued in connection with either a rescission addressed in subsection (a) or a stay addressed in subsection (b), which order provides specifically for compensation for intraMTA traffic differing both from the terms of the Parties' original Agreement and the terms of this Amendment, such specific provision shall be adopted promptly through further amendment to the Parties' initial Agreement.

6. Except as modified by the Amendment, the Agreement shall remain in full effect, and the Agreement as amended by the Amendment shall be binding upon the Parties and their respective successors and assigns.
7. The Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

IN WITNESS WHEREOF, the Parties hereto have caused the Amendment to be duly executed and delivered by their duly authorized representatives.

Eastex Telephone Cooperative, Inc.

By: Allen Dorman

Printed Name: Allen Dorman

Title: CEO

Date: 6/25/2012

**New Cingular Wireless, PCS, LLC, and its
Commercial Mobile Radio Service operating
affiliates, d/b/a AT&T Mobility**

By: Sheila Paananen

Printed Name: Sheila Paananen

Title: Lead Carrier Relations Manager

Date: June 18, 2012

DOCKET NO. _____

JOINT APPLICATION OF EASTEX	§	PUBLIC UTILITY COMMISSION
TELEPHONE COOPERATIVE, INC. AND	§	
NEW CINGULAR WIRELESS PCS, LLC	§	
AND ITS COMMERCIAL MOBILE RADIO	§	
SERVICE OPERATING AFFILIATES,	§	
D/B/A AT&T MOBILITY FOR APPROVAL	§	OF
OF AN AMENDMENT TO THEIR	§	
INTERCONNECTION AGREEMENT	§	
UNDER THE FEDERAL	§	
TELECOMMUNICATIONS ACT OF 1996	§	
AND THE PUBLIC UTILITY REGULATORY	§	
ACT	§	TEXAS

**AFFIDAVIT OF REPRESENTATIVE FOR NEW CINGULAR WIRELESS PCS, LLC
AND ITS COMMERCIAL MOBILE RADIO SERVICE OPERATING AFFILIATES
D/B/A AT&T MOBILITY**

BEFORE ME, the undersigned authority, on this 18th day of June, 2012, personally appeared Jerry Hicks on behalf of New Cingular Wireless, PCS, LLC, and its Commercial Mobile Radio Service operating affiliates, d/b/a AT&T Mobility ("AT&T Mobility"), who being by me duly sworn, on his oath deposed and said:

1. "My name is Jerry Hicks, I am over the age of 21 years of age, of sound mind, and competent to testify as to the matters stated herein. I have personal knowledge of the facts stated herein. Such facts are true and correct.
2. "I am employed by AT&T Services, Inc. in the position of Director - Regulatory. I am authorized to make the statements herein, and was an authorized representative of AT&T Mobility in its interconnection negotiations leading to the signing of the Intercarrier Compensation Amendment to the Interconnection Agreement (the "Amendment") between Eastex and AT&T Mobility.
3. "The parties have negotiated diligently, in good faith, under the Federal Telecommunications Act of 1996 (the "Federal Act") to implement certain changes with respect to the exchange of traffic mandated by the Federal Communications Commission in the *USF/ICC Transformation Order*, FCC 11-161 (Nov. 18, 2011), on *recon*, FCC 11-189 (Dec. 23, 2011). These negotiations culminated in the signing of the Amendment. Furthermore, the parties to the Amendment have resolved all issues and there are no outstanding issues that require mediation or arbitration.

4. "The Amendment is consistent with the public interest, convenience, and necessity and does not discriminate against any telecommunications carrier. The terms of the Amendment are available to any similarly-situated provider negotiating a similar agreement.

5. "Further, consistent with the policy provisions of the Texas Public Utility Regulatory Act ("PURA"), I believe that this Amendment fosters, encourages, and accelerates the continuing development of a competitive, advanced telecommunications environment and infrastructure and is in the public interest.

6. "The Amendment is otherwise consistent with the applicable provisions of, and not in conflict with the competitive safeguards contained in, PURA, the Federal Act and the Substantive Rules of the Public Utility Commission of Texas."

FURTHER AFFIANT SAYETH NOT.

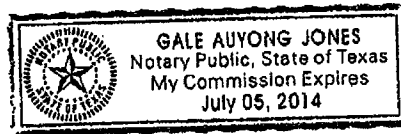
Jerry Hicks

Printed Name: Jerry Hicks

Position: Director - Regulatory

18th SUBSCRIBED AND SWORN TO BEFORE ME by Jerry Hicks on this day of June, 2012, to certify which witness my hand and seal of office.

Gale Auyong Jones
Notary Public in and for
the State of Texas



DOCKET NO. _____

JOINT APPLICATION OF EASTEX	§	PUBLIC UTILITY COMMISSION
TELEPHONE COOPERATIVE, INC. AND	§	
NEW CINGULAR WIRELESS PCS, LLC	§	
AND ITS COMMERCIAL MOBILE RADIO	§	
SERVICE OPERATING AFFILIATES,	§	
D/B/A AT&T MOBILITY FOR APPROVAL	§	OF
OF AN AMENDMENT TO THEIR	§	
INTERCONNECTION AGREEMENT	§	
UNDER THE FEDERAL	§	
TELECOMMUNICATIONS ACT OF 1996	§	
AND THE PUBLIC UTILITY REGULATORY	§	
ACT	§	TEXAS

AFFIDAVIT OF REPRESENTATIVE FOR EASTEX TELEPHONE COOPERATIVE, INC.

BEFORE ME, the undersigned authority, on this 25th day of June, 2012, personally appeared Steve Alexander on behalf of Eastex Telephone Cooperative, Inc. ("Eastex"), who being by me duly sworn, on his oath deposed and said:

1. "My name is Steve Alexander, I am over the age of 21 years of age, of sound mind, and competent to testify as to the matters stated herein. I have personal knowledge of the facts stated herein. Such facts are true and correct.

2. "I am employed by Eastex in the position of Controller. I am authorized to make the statements herein, and was an authorized representative of Eastex in its interconnection negotiations leading to the signing of the Intercarrier Compensation Amendment to the Interconnection Agreement (the "Amendment") between Eastex and AT&T Mobility.

3. "The parties have negotiated diligently, in good faith, under the Federal Telecommunications Act of 1996 (the "Federal Act") to implement certain changes with respect to the exchange of traffic mandated by the Federal Communications Commission in the *USF/ICC Transformation Order*, FCC 11-161 (Nov. 18, 2011), on *recon*, FCC 11-189 (Dec. 23, 2011). These negotiations culminated in the signing of the Amendment. Furthermore, the parties to the Amendment have resolved all issues and there are no outstanding issues that require mediation or arbitration.

4. "The Amendment is consistent with the public interest, convenience, and necessity and does not discriminate against any telecommunications carrier. The terms of the Amendment are available to any similarly-situated provider negotiating a similar agreement.

5. "Further, consistent with the policy provisions of the Texas Public Utility Regulatory Act

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("PURA"), I believe that this Amendment fosters, encourages, and accelerates the continuing development of a competitive, advanced telecommunications environment and infrastructure and is in the public interest.

6. "The Amendment is otherwise consistent with the applicable provisions of, and not in conflict with the competitive safeguards contained in, PURA, the Federal Act and the Substantive Rules of the Public Utility Commission of Texas."

FURTHER AFFIANT SAYETH NOT.

Steve Alexander
Steve Alexander
Controller of Eastex Telephone Cooperative, Inc.

SUBSCRIBED AND SWORN TO BEFORE ME Steve Alexander on this 25
day of June, 2012, to certify which witness my hand and seal of office.

Malinda F. Jones
Notary Public in and for
the State of Texas

