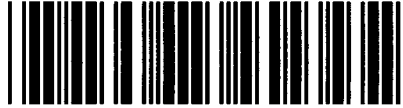


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Addendum StartPage: 0

DOCKET NO. 41909

2013 JUL 24 PM 2:30
PUBLIC UTILITY COMMISSION
OF TEXAS

JOINT APPLICATION OF WEST
PLAINS TELECOMMUNICATIONS,
INC. AND T-MOBILE WEST, LLC FOR
APPROVAL OF AN AMENDMENT TO
THE TRANSPORT AND
TERMINATION AGREEMENT
UNDER PURA AND THE
TELECOMMUNICATIONS ACT OF
1996

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PUBLIC UTILITY COMMISSION
OF TEXAS

**JOINT APPLICATION OF WEST PLAINS TELECOMMUNICATIONS, INC.
AND T-MOBILE WEST, LLC FOR APPROVAL OF AN AMENDMENT TO THE
TRANSPORT AND TERMINATION AGREEMENT UNDER PURA AND THE
TELECOMMUNICATIONS ACT OF 1996**

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Date Filed

July 24, 2013

DOCKET NO. 41709

JOINT APPLICATION OF WEST §
PLAINS TELECOMMUNICATIONS, § PUBLIC UTILITY COMMISSION
INC. AND T-MOBILE WEST, LLC FOR §
APPROVAL OF AN AMENDMENT TO § OF TEXAS
THE TRANSPORT AND §
TERMINATION AGREEMENT §
UNDER PURA AND THE §
TELECOMMUNICATIONS ACT OF §
1996 §

JOINT APPLICATION OF WEST PLAINS TELECOMMUNICATIONS, INC. AND T-MOBILE WEST, LLC FOR APPROVAL OF AN AMENDMENT TO THE TRANSPORT AND TERMINATION AGREEMENT UNDER PURA AND THE TELECOMMUNICATIONS ACT OF 1996

COME NOW West Plains Telecommunications, Inc. (“West Plains”) and T-Mobile West, LLC (“T-Mobile”), collectively “the Applicants,” and file this Joint Application for Approval of an Amendment to the 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 in Docket 28248.

II. Request for Approval

West Plains and T-Mobile 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. West Plains 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 Sandy Vandevender of West Plains and Jill Mounsey of T-Mobile, 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:

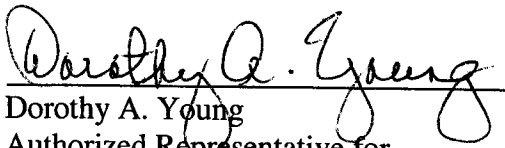
1. Forthwith issue notice in the *Texas Register* requesting written comments, if any, on an expedited basis.
2. Approve the Amendment as early as possible by Commission order.

VI. Conclusion

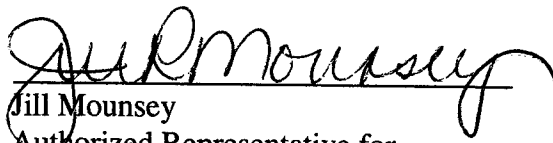
For the reasons set forth above, Applicants respectfully pray that the Commission grant all of the relief requested herein and such other and further relief to which the parties may show themselves to be entitled or this Commission deems appropriate under the circumstance.

Respectfully submitted,

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

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

T-Mobile USA, Inc.
12920 - SE 38th Street
Bellevue, WA 98006
(425) 383-3316

By: 
Jill Mounsey
Authorized Representative for
T-Mobile USA, Inc.

ATTACHMENT I

**AMENDMENT
TO THE
TRANSPORT AND TERMINATION AGREEMENT**

**AMENDMENT NO. 1
TO THE TRANSPORT AND TERMINATION AGREEMENT
BY AND BETWEEN
WEST PLAINS TELECOMMUNICATIONS, INC. AND T-MOBILE WEST, LLC**

This is an Amendment (“Amendment”) to the Transport and Termination Agreement by and between West Plains Telecommunications, Inc. (“West Plains”), and T-Mobile West, LLC (“T-Mobile”), jointly the “Parties.”

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into a Transport and Termination Agreement (“Original Agreement”), pursuant to 47 U.S.C. §§251 and 252, filed with the Public Utility Commission of Texas; 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 West Plains and T-Mobile.
 - 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. The Parties agree to work cooperatively to conduct traffic studies within six (6) months of the effective date of this Amendment to establish a new InterMTA Factor.
 - 2.2 Further, the Parties agree that this Amendment is intended primarily for the exchange of IntraMTA Traffic. Because of the mobile nature of T-Mobile'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 West Plains and T-Mobile, West Plains will be responsible for transport to T-Mobile's interconnection point when it is located within West Plains's service area. When T-Mobile's interconnection point is located outside West Plains's service area, West Plains's transport and provisioning obligation stops at its meet point and T-Mobile is responsible for the remaining transport to its interconnection point (the "Rural Transport Rule").

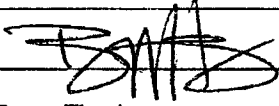
3.1 West Plains shall notify T-Mobile within ten (10) days of any change in its status as a rural rate-of-return LEC. In the event of any such change, West Plains will, upon T-Mobile's request, commence negotiations on a further amendment to the Original Agreement within thirty (30) days of such request.

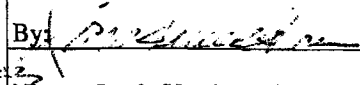
4. Call Signaling. The Calling Party Number ("CPN") associated with the End-User Customer originating the call must be provided as required by FCC rules (47 C.F.R. §64.1601). The CPN shall not be altered. The CPN will be provided by each Party in conjunction with all traffic it exchanges to the extent 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>West Plains Telecommunications, Inc.</p> <p><u>For Official Notices:</u> West Plains Telecommunications, Inc. P.O. Box 448 Muleshoe, Texas 79347 Attn: Sandy Vandevender, General Manager</p> <p><u>For Billing:</u> West Plains Telecommunications, Inc. P.O. Box 448 Muleshoe, Texas 79347 Attn: Accounts Payable</p>	<p>T-Mobile West, LLC</p> <p><u>For Official Notices:</u> T-Mobile USA, Inc. Attn: General Counsel 12920 SE 38th Street Bellevue, WA 98006</p> <p><u>With a copy to:</u> T-Mobile USA, Inc. Attn: Director – Carrier Management Group 12920 SE 38th Street Bellevue, WA 98006</p> <p><u>For Billing:</u> T-Mobile – Media Processing Center P.O. Box 982245 El Paso, TX 79998-2245 t-mobile.invoices@razorsight.com</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.

T-Mobile West, LLC	
By:	
Name:	Bryan Fleming
Title:	Vice President - Technical Systems & Business Operations
Date:	4/4/13

West Plains Telecommunications, Inc.	
By:	
Name:	Sandy Vandevender
Title:	General Manager
Date:	7-16-13

ATTACHMENT II

AFFIDAVIT OF SANDY VANDEVENDER

STATE OF TEXAS

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COUNTY OF BAILEY

AFFIDAVIT OF SANDY VANDEVENDER

BEFORE ME, the undersigned authority, on this 16th day of July, 2013 personally appeared Sandy Vandevender, who, upon being by me duly sworn on oath, deposed and said the following:

1. My name is Sandy Vandevender. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am responsible for supervising the negotiation of agreements on behalf of West Plains Telecommunications, Inc. ("West Plains"). I have personal knowledge of the Amendment No. 1 to the Transport and Termination Agreement ("Agreement") between West Plains and T-Mobile West, LLC. 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.

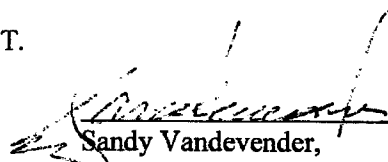
3. The implementation of the Amendment is consistent with the public interest, convenience, and necessity.

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.

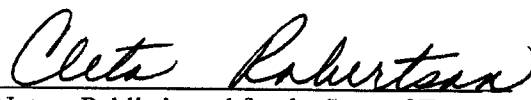
5. I am not aware of any provision in this Amendment that discriminates against any telecommunications carrier who chooses to adopt the terms, conditions and rates of the Agreement.

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

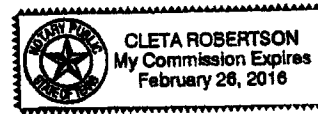
FURTHER, AFFIANT SAYETH NOT.


Sandy Vandevender,
Executive Vice President and General Manager

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on this the 16th day
of July, 2013.


Notary Public in and for the State of Texas

My Commission expires on: 2-26-16



ATTACHMENT III

AFFIDAVIT OF JILL MOUNSEY

STATE OF WASHINGTON

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COUNTY OF KING

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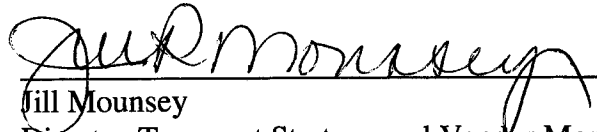
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AFFIDAVIT OF JILL MOUNSEY

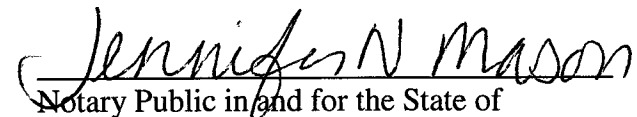
BEFORE ME, the undersigned authority, on this 9th day of July, 2013 personally appeared Jill Mounsey, who, upon being by me duly sworn on oath, deposed and said the following:

1. My name is Jill Mounsey. 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 No. 1 ("Amendment") to the Transport and Termination Agreement ("Agreement") between West Plains Telecommunications, Inc. ("West Plains") and T-Mobile West, LLC ("T-Mobile"). I have personal knowledge of the interconnection negotiations between West Plains and T-Mobile 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.


Bill Mounsey
Director-Transport Strategy and Vendor Mgmt.

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on this the 9th day of July, 2013 to certify which witness my hand and seal of office.


Notary Public in and for the State of
Washington

My Commission expires on: 3-11-2015

