



Sally Briar
Area Manager-Regulatory Relations

AT&T
4426 Savage Pointe Dr.
Franklin, TN 37064
T: (630)460-5833
sb1621@att.com
www.att.com

June 26, 2024

Public Utilities Commission of Nevada
Trisha Osborne, Asst. Commission Secretary
1150 E. William Street
Carson City, NV 89701

Re: In the Matter of the Joint Petition of DISH Wireless, L.L.C. and Nevada Bell Telephone Company d/b/a AT&T Nevada and AT&T Wholesale for Approval of an Amendment to Interconnection Agreement Pursuant to Section 252 of The Telecommunications Act of 1996

Ms. Osborne:

Attached for filing is the Joint Petition, Draft Notice Application, Certificate of Service, and the Amendment to the Interconnection Agreement between DISH Wireless, L.L.C. and Nevada Bell Telephone Company d/b/a AT&T Nevada and AT&T Wholesale.

The \$200 filing fee (check no. 2000091277) payable to the Public Utilities Commission of Nevada is also attached. This is a printed Echeck and is valid.

Please contact me if you have any questions or concerns.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Sally Briar".

Sally Briar
Area Manager-Regulatory Relations

Attachments

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

In the Matter of the Joint Petition of) Docket No. _____
DISH Wireless L.L.C. and Nevada)
Bell Telephone Company d/b/a AT&T Nevada)
and AT&T Wholesale for Approval of an)
Amendment to Interconnection)
Agreement Pursuant to Section 252)
of The Telecommunications Act of 1996)

**JOINT PETITION FOR APPROVAL OF AN AMENDMENT TO
INTERCONNECTION AGREEMENT PURSUANT TO SECTION 252
OF THE TELECOMMUNICATIONS ACT OF 1996**

NOW COMES, DISH WIRELESS L.L.C. (“CLEC”) and NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE ¹ (“AT&T Nevada”) (CLEC and AT&T Nevada collectively referred to herein as, the “Parties”) who hereby apply to this Commission for approval of an Amendment to their Interconnection Agreement.

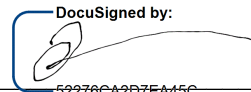
In summary, this Interconnection Amendment amends the Agreement to modify certain rates, terms, and conditions.

The Parties now submit the Amendment for approval in accordance with the terms of Section 252(e) of The Telecommunications Act of 1996 (TA 1996). The Parties request that the Commission approve the Amendment in accordance with the requirements of Section 252(e) of TA 1996, by determining that the grounds for rejection of such Amendment, set forth in Section 252(e)(2)(A)(i) and Section 252(e)(2)(A)(ii), are not applicable to the Amendment. With respect to Section 252(e)(2) of TA 1996, the Parties assert that the Amendment does not discriminate against any telecommunications carrier not a party to the Amendment. The implementation of the Amendment is consistent with the public interest, convenience, and necessity. The Amendment does not violate any

requirement of the Commission, including, but not limited to, quality of service standards adopted by the Commission.

The Parties request that the Commission expeditiously approve the Amendment consistent with the intent of TA 1996.

DATED this _____ day of _____, 20__.
3/29/2024

DocuSigned by:


52278CA2D7EA45C...
DISH WIRELESS L.L.C.
Jeff McSchooler
Executive Vice President
9601 South Meridian Boulevard
Englewood, CO 80112
Telephone: (281)235-0851
Facsimile: NA

Sally Briar

NEVADA BELL TELEPHONE COMPANY
D/B/A AT&T NEVADA AND AT&T
WHOLESALE
Sally A. Briar
Area Manager-Regulatory Relations
9020 Overlook Blvd
Brentwood, TN 37027
Telephone: (630) 460-5833

¹ Nevada Bell Telephone Company, a Nevada corporation, is now doing business in Nevada as “AT&T Nevada and AT&T Wholesale” and is considered as referenced through the attached agreement/amendment.

Draft Notice Application for Applications, Petitions and Complaints

The Commission requires a draft notice be included with all applications, petitions and complaints. See Nevada Administrative Code 703.162. Please include one copy of this form with all the above filings.

- I. Include a title that describes the relief requested, or proceeding scheduled pursuant to Nevada Administrative Code (“NAC”) 703.160 (5)(a.)

Joint Petition filing between AT&T Nevada and DISH Wireless, L.L.C. for approval of an amendment to the interconnection agreement.

- II. Include the name of the applicant, complainant, petitioner, or the name of the agent for same pursuant to NAC 703.160 (5)(b).

AT&T Nevada and DISH Wireless, L.L.C.

- III. Include a paragraph with a brief description of the purpose of the filing or proceeding with an introductory statement in plain English understandable to a person of average knowledge and intelligence, that summarizes the relief requested or proceeding scheduled, **AND** its impact upon consumers, pursuant to NAC 704.160 (5)(c).

AT&T Nevada and DISH Wireless, L.L.C. request that the Public Utilities Commission of Nevada approve a joint petition regarding an amendment to the interconnection agreement between the two parties.

- IV. A declaration by the applicant, petitioner, or complainant whether a consumer session is required by Nevada Revised Statute (“NRS”) 704.069 (1). NAC 703.162 (2)¹

These changes do not require a consumer session.

- V. If the draft notice pertains to a tariff filing, please include the tariff number and the sections or schedule number(s) being revised.

n/a.

¹ **NRS 704.069 Commission required to conduct consumer session for certain rate cases; Commission required to conduct general consumer session annually in certain counties.**

1. The Commission shall conduct a consumer session to solicit comments from the public in any matter pending before the Commission pursuant to NRS 704.061 to 704.110, inclusive, in which:

(a) A public utility has filed a general rate application, an application to recover the increased cost of purchased fuel, purchased power, or natural gas purchased for resale or an application to clear its deferred accounts; and

(b) The changes proposed in the application will result in an increase in annual gross operating revenue, as certified by the applicant, in an amount that will exceed \$50,000 or 10 percent of the applicant’s annual gross operating revenue, whichever is less.

2. In addition to the case-specific consumer sessions required by subsection 1, the Commission shall, during each calendar year, conduct at least one general consumer session in the county with the largest population in this state and at least one general consumer session in the county with the second largest population in this state. At each general consumer session, the Commission shall solicit comments from the public on issues concerning public utilities. Not later than 60 days after each general consumer session, the Commission shall submit the record from the general consumer session to the Legislative Commission.

CERTIFICATE OF SERVICE
252 Telecommunications Service List
Joint Petition between AT&T Nevada and
DISH Wireless L.L.C.
Docket No.: 24-xxxxx

I hereby certify that I have this day served the foregoing documents upon all parties of record in this proceeding by mailing a copy thereof, properly addressed with postage pre-paid, or by electronic transmission to an acceptable location:

Public Utilities Commission of Nevada
 Trisha Osborne, Asst. Commission Secretary
 1150 E. William Street
 Carson City, NV 89701

I hereby certify that I have this day served the foregoing documents upon other parties by electronic transmission:

Public Utilities Commission of Nevada – Staff Counsel 9075 W. Diablo Dr., Ste. 250 Las Vegas, NV 89148	Ernest Figueroa, Esq. Bureau of Consumer Protection 100 North Carson Street Carson City, NV 89701
--	--

I hereby certify that I have this day served Document Available Notice by electronic transmission to an acceptable location to the following persons and the attached list established pursuant to NAC 703.296:

PUCN Assistant Commission Secretary	bpa@puc.nv.gov	Public Utilities Commission	1150 E. William St.	Carson City	NV	89701
PUCN Staff Counsel	pucn.sc@puc.nv.gov	Public Utilities Commission	9075 W. Diablo Dr. Ste. 250	Las Vegas	NV	89148
Ernest Figueroa	bcpserv@ag.nv.gov	Bureau of Consumer Protection	100 North Carson Street	Carson City	NV	89701
Sally Briar	sb1621@att.com	AT&T Services Inc	4426 Savage Pointe Dr.	Franklin	TN	37064

I hereby certify the foregoing documents are being made available for inspection at the following website address:

<https://clec.att.com/clec/shell.cfm?section=2902>

After approval from the Public Utilities Commission of Nevada, the foregoing agreement(s)/amendment(s) will be available in electronic format at:

<https://clec.att.com/clec/cms/clec/clec.html#T>

Dated at Franklin, Tennessee on this 26th day of June 2024.

Sally Briar

Sally Briar



State of Nevada
Public Utilities Commission



[Return](#)

Notice Service List Under Section 252 of the Telecommunications Act of 1996

Company Name	Address	Contact	City	State	Zip	Phone	E-mail
Switch	7135 S Decatur Blvd	Alise Porto	Las Vegas	NV	89118		alise@switch.com
Sklar Williams PLLC	410 S Rampart Blvd Ste 350	Amanda Brandon	Las Vegas	NV	89145	(702) 360-6000	abrandon@sklar-law.com
Sklar Williams PLLC	410 S Rampart Blvd Ste 350	Ann Pongracz	Las Vegas	NV	89145	(702) 203-5357	apongracz@sklar-law.com
AT&T Services Inc	2260 E Imperial Hwy	Anna Kapetanakos	El Segundo	CA	90245	(415) 694-1530	ak6252@att.com
Deputy District Attorney Clark County	500 S Grand Central Pkwy Ste 5075	Ashley Balducci	Las Vegas	NV	89155	(702) 455-4761	ashley.balducci@clarkcountynv.gov
Sklar Williams PLLC	410 S Rampart Blvd Ste 350	Bertha Katz	Las Vegas	NV	89145	(702) 360-6000	bkatz@sklar-law.com
Moapa Valley Telephone Company	1120 N Moapa Valley Blvd	Brad Lyon	Overton	NV	89040	(702) 397-2117	brad@mvtel.com
Tillman FiberCo Nevada LLC	152 W 57th St 34th Fl	Carl Erhart	New York	NY	10019	(512) 636-8986	cerhart@tillmanfiber.com
Nevada Bell Telephone/AT&T Services	1375 Capital Blvd Rm 117	David Collier	Reno	NV	89502	(775) 527-4252	dc1787@att.com
Governors Office of Energy	600 E William St Ste 200	Dwayne McClinton	Carson City	NV	89701	(702) 833-0649	d.mcclinton@energy.nv.gov
Valley Electric Association	800 E Hwy 372	Elizabeth Lee	Pahrump	NV	89048	(775) 513-9410	blee@vea.coop
Switch Ltd	7135 S Decatur Blvd	Emily Shaevitz	Las Vegas	NV	89118	(702) 780-9694	eshaevitz@switch.com
Governors Office of Energy	600 E William St Ste 200	Jeanne Stoneman	Carson City	NV	89701	(775) 431-4076	jstoneman@energy.nv.gov
LS Power	16150 Main Circle Dr Ste 310	John Niland	Chesterfield	MO	63017	(917) 838-4012	JNiland@lspower.com
CenturyLink/Lumen	100 CenturyLink Dr	Joshua Trauner	Monroe	LA	71203	(510) 342-3281	joshua.trauner@lumen.com
Inteserra	151 Southhall Ln Ste 450	Kitty Whitt	Maitland	FL	32751	(470) 291-0678	kwhitt@inteserra.com
Governors Office of Nevada	600 E William St Ste 200	Leah Touchstone	Carson City	NV	89701	(775) 687-7189	leahtouchstone@energy.nv.gov
Switch Ltd	7135 S Decatur Blvd	Lynnel Reyes	Las Vegas	NV	89118	(702) 840-9779	lreyes@switch.com
Tobias Law Office	460 Pennsylvania Ave	Margaret Tobias	San Francisco	CA	94107	(415) 641-7833	marg@tobiaslo.com

Phone Service USA LLC	600 17th St Ste 2800S	Mark Kane	Denver	CO	80202	(720) 826-5700	mark@phoneserviceusa.com
Sklar Williams PLLC	410 S Rampart Blvd Ste 350	Matthew Fox	Las Vegas	NV	89138		mfox@sklar-law.com
Nevada Telecommunications Association	PO Box 93006	Rusty Shaffer	Henderson	NV	89009	(775) 827-0191	rusty.shaffer@nevtelassn.org
Fennemore Craig PC	7800 Rancharrah Pkwy	Taylor Gould	Reno	NV	89511		tgould@fennemorelaw.com
Yunita Walker Ross	4230 Studio St	Yunita Walker Ross	Las Vegas	NV	89115	(702) 604-5098	yunitawalker321@gmail.com

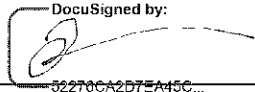
AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

DISH WIRELESS L.L.C.

DocuSigned by:


Signature: _____

Signature: eSigned - Kristen E. Shore

Name: Jeff McSchooler
(Print or Type)

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: EVP, Wireless Network Eng/Ops
(Print or Type)

Title: Kristen E. Shore
(Print or Type)

Date: 3/29/2024

Date: 12 Apr 2024

DISH Wireless L.L.C.

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

**AMENDMENT TO THE AGREEMENT
BETWEEN
DISH WIRELESS L.L.C.**

AND

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Two-Way CMRS Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T") and DISH Wireless L.L.C. ("WSP"). AT&T and WSP are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and WSP are parties to the Two-Way CMRS Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS) dated April 13, 2021, and as subsequently amended (the "Agreement"); and

WHEREAS, AT&T and WSP desire to modify certain rates, terms, and conditions in the Agreement.

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

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain Schedules, Exhibits and Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. Replace Section 2.2 of Attachment 02 – Network Interconnection from the Agreement with the following:

2.2 Point Of Interconnection ("POI") Options:

2.2.1 WSP and AT&T-21STATE shall mutually agree on a POI for each Facility that has Trunks that are used to carry traffic between their respective networks. For avoidance of doubt, there will be multiple POIs in a LATA to which WSP must deliver traffic to AT&T-21STATE, unless there is only one tandem in the LATA. The location of POIs will be as follows:

2.2.1.1 For WSP mobile-to-land traffic to AT&T-21STATE, there will be a POI will be at each AT&T-21STATE tandem in the LATA;

2.2.1.2 For AT&T-21STATE land-to-mobile traffic to WSP, the POI will be at WSP's office; or

2.2.1.3 Any other mutually agreeable location.

- 2.2.2 A POI shall not be located across a LATA boundary, nor outside of AT&T-21STATE's franchise service area.
3. Replace Section 2.3.5 of Attachment 02 – Network Interconnection from the Agreement with the following:
- 2.3.5 AT&T-21STATE shall not have dedicated transport obligations for, nor shall it have any obligation to share the cost of, Facilities between the Parties' networks that either cross a LATA boundary, or that are outside of the AT&T-21STATE franchise service area, and in addition, for AT&T-12STATE, AT&T shall not have any obligation to share the cost of Facilities between the party's networks that are greater than fourteen (14) miles from the AT&T-12STATE Central Office Switch (or outside the state's defined local calling area, whichever is lesser) where the Facility connection is established.
4. Replace Section 2.3.6 of Attachment 02 – Network Interconnection from the Agreement with the following:
- 2.3.6 When WSP uses DS-1 Facilities provided by AT&T-21STATE to deliver traffic from its network and such DS-1 Facilities are (a) dedicated to the transmission of Authorized Services traffic between the Parties' networks, and (b) are shared by the Parties, then the proportionate share of the cost of the Facilities for each Party shall be as provided below. If WSP obtains such Facilities from a Third Party, nothing herein shall obligate AT&T-21STATE to reimburse WSP for those Facilities.
- 2.3.6.1 The Parties' use of shared Facilities, as described above, is reflected in the Shared Facility Factor listed in the Pricing Sheets attached hereto. The Shared Facility Factor is a percentage equal to the amount of all IntraMTA Traffic originated on AT&T-12STATE's network, in the state, compared to the amount of all traffic, including Third Party Traffic, transported over the shared Facilities, in the state. All traffic will be based on Conversation MOUs, and is measured in total conversation time seconds, which is totaled at a state level, for the monthly billing cycle, and then rounded up to the next whole minute.
- 2.3.6.2 When WSP delivers Interconnection traffic originating on its network through Facilities and/or Trunks provided by AT&T-12STATE, WSP shall pay AT&T-12STATE for its share of the cost of such Facilities and/or Trunks, utilizing the Shared Facility Factor set forth in the Pricing Sheets attached hereto. The Shared Facility Factor represents AT&T-12STATE's share of the costs; provided, however, that either Party may submit to the other Party a reasonably accurate and complete traffic study, or any other reasonable estimate of its traffic, with supporting justification for such estimate, and/or other network information that is reasonable to rely upon ("Shared Facility Information") that the Parties will use to negotiate, in good faith, a different WSP-specific Shared Facility Factor. The Shared Facility Information must be WSP-specific and relate to WSP's network in the state; it shall not be based on industry average data or the data of other Telecommunications Carriers. Once a new Shared Facility Factor has been negotiated and agreed upon, the Parties agree to file an Amendment to this Agreement with the Commission to reflect such factor within thirty (30) days of reaching agreement on the new Shared Facility Factor. Renegotiation of the WSP-specific Shared Facility Factor shall occur no more frequently than once every twelve (12) months.
- 2.3.6.3 AT&T SOUTHEAST REGION 9-STATE agrees to share proportionally in the recurring costs of any shared Facilities purchased by WSP from the applicable tariffs. AT&T SOUTHEAST REGION 9-STATE's proportionate use of the Facilities is equal to the amount of all IntraMTA Traffic originated on AT&T SOUTHEAST REGION 9-STATE's network in the state, compared to the amount of all traffic exchanged between the Parties in the state. AT&T SOUTHEAST REGION 9-STATE will calculate and provide this Shared Facility Factor, and the actual traffic usage used to develop those factors, to WSP on an annual basis.
- 2.3.6.4 After the Parties have been exchanging traffic over the Facilities for at least ninety (90) days, AT&T SOUTHEAST REGION 9-STATE will provide to WSP, on an annual basis, a percentage, representing AT&T SOUTHEAST REGION 9-STATE's proportionate share of the Facilities. WSP agrees to utilize the Shared Facility Factor provided by AT&T SOUTHEAST REGION 9-STATE that represents the percent IntraMTA Traffic originated by AT&T SOUTHEAST REGION 9-STATE and terminated to WSP over a shared two-way local interconnection Facility and/or trunks. If WSP disagrees with the Shared Facility Factor provided by AT&T, WSP may submit to AT&T SOUTHEAST REGION 9-STATE a reasonably accurate and complete traffic study, or any other reasonable estimate of its traffic, with supporting justification for such estimate,

and/or other network information that is reasonable to rely upon (“Shared Facility Information”) that the Parties will use to negotiate, in good faith, the appropriate WSP-specific Shared Facility Factor. The Shared Facility Information must be WSP-specific and relate to WSP’s network in the state; it shall not be based on industry average data or the data of other Telecommunications Carriers. To determine the Shared Facility Factor charges owed by AT&T SOUTHEAST REGION 9-STATE to WSP, such Shared Facility Factor will be applied by WSP against the two-way local interconnection Facility and/or trunks charges billed by AT&T SOUTHEAST REGION 9-STATE to WSP. Any resulting changes to the Shared Facility Factor will be applied on a prospective basis.

2.3.6.5 AT&T SOUTHEAST REGION 9-STATE will bill WSP for the cost of the Facility. WSP will then apply AT&T SOUTHEAST REGION 9-STATE’s Facility percentage to the cost of the Facility to determine the amount WSP shall bill AT&T SOUTHEAST REGION 9-STATE. Until the Parties have been exchanging traffic for at least ninety (90) days and a Shared Facility Factor has been determined, the Parties will use a 20/80 WSP/AT&T SOUTHEAST REGION 9-STATE Shared Facility Factor. The WSP will be responsible for twenty percent (20%) of the cost of the Facility prior to the completion of a traffic study.

2.3.6.6 The Parties agree to mutually reconcile the billing to reflect the proper Shared Facility Factor application to the cost of the Facilities via the process defined in 2.3.6.5 or alternative billing and/or reconciliation process as mutually agreed.

5. Replace Section 3.3.3 of Attachment 02 – Network Interconnection from the Agreement with the following:

3.3.3 WSP shall trunk to all AT&T-21STATE Tandems in each LATA from each MSC where WSP offers Authorized Services, or in the event WSP has no MSC in the LATA, from WSP’s designated POI(s) within the LATA. For avoidance of doubt, WSP will need to provide a Facility to each AT&T-21STATE tandem in order to fulfil the aforementioned trunk obligations.

6. Replace the Pricing Sheets from the Agreement in its entirety with the following Pricing Sheets attached as Exhibit A.

7. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting WSP’s agreement.

8. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

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

12. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

13. The effective date of this Amendment shall be as of the date filed with each State Commission.

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
5	NV	EMERGENCY NUMBER SERVICES	911 - Master Street Address Guide (MSAG)		EMEMC			\$ 60.00		
5	NV	EMERGENCY NUMBER SERVICES	911 - Secure ID Cards		EMECM		\$4.50			
5	NV	EMERGENCY NUMBER SERVICES	911 - Secure ID Cards - Replacement - Per Card Replaced		EMECR			\$ 155.00		per card
5	NV	EMERGENCY NUMBER SERVICES	911 - Error Correction - Per Chargeable Record		EMEEC			\$ 3.50		per record
W2	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			\$/conversation MOU
W2	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			\$/conversation MOU
W2	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			\$/conversation MOU
W2	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Shared Facility Factor				AT&T to WSP 23%/WSP to AT&T 77%			
W2	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Terminating InterState/IntraState InterMTA Traffic Rate				\$0.00			\$/conversation MOU
W2	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Terminating InterState/IntraState InterMTA Traffic Percent							
W2	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Originating Landline to WSP InterMTA Traffic Rate				\$0.000000			\$/conversation MOU
W2	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Originating Landline to WSP InterMTA Traffic Percent				6%			
W2	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Type 2A tandem transport				\$0.00	\$960.00		DS1 termination
W2	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Type 2A Trunk Charge							trunk
W2	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Type 1 Flat Rate Trunk Charge							trunk
W2	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Type 1 Measured Rate per Measured Rate Trunk							Measured Rate Trunk
W2	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Type 1 Measured Usage							\$/conversation MOU
W2	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Type 1 Mileage							trunk
W2	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Type 1 Installation							trunk
W2	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Type 2B Flat Rate Trunk							trunk
W2	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Type 2B Mileage							Mile
W2	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Type 2B Installation							trunk
W5	NV	911/E911	911 Trunks - Per Trunk Terminated				\$8.00	175.07		