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BellSouth Telecommunications, Inc
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

Guy M Hicks
General Counsel

615 214 6301
Fax 615 214 7406

February 22, 2005

VIA HAND DELIVERY

Hon. Pat Miller
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

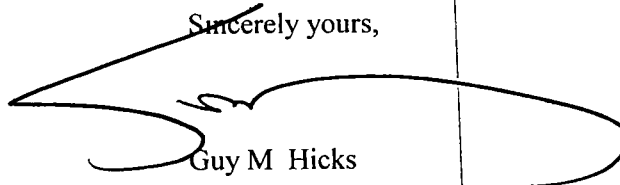
Re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Sprint Communications Company Limited Partnership and Sprint Communications Company LP Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 05-00057

Dear Chairman Miller:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Sprint Communications Company Limited Partnership and Sprint Communications Company L.P. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendments to the Interconnection Agreement dated January 1, 2001. The first Amendment replaces Section 4.8, Attachment 3, Network Manager language in the Agreement, the second Amendment incorporates new USOCs and rates for QuickServe and the third Amendment incorporates new language and rates for Melded Tandem Switching

Thank you for your attention to this matter

Sincerely yours,



Guy M Hicks

cc. W Richard Morris, Sprint Communications Company L.P
Edward Phillips, Esq. Sprint Communications

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Sprint Communications Company Limited Partnership and Sprint Communications Company L.P. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENTS TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP
AND SPRINT COMMUNICATIONS COMPANY, LP
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Sprint Communications Company Limited Partnership and Sprint Communications Company L.P. ("Sprint CLEC") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated January 1, 2001 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Sprint CLEC and BellSouth state the following:

1. Sprint CLEC and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Sprint CLEC. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on September 9, 2002

2. The parties have recently negotiated three Amendments to the Agreement. The first Amendment replaces Section 4.8, Attachment 3, Network Manager language in the Agreement; the second Amendment incorporates new USOCs and rates for

QuickServe and the third Amendment incorporates new language and rates for Melded Tandem Switching. Copies of the Amendments are attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Sprint CLEC and BellSouth are submitting their Amendments to the TRA for its consideration and approval. The Amendments provide that either or both of the parties are authorized to submit the Amendments to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendments between BellSouth and Sprint CLEC within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Sprint CLEC and BellSouth aver that the Amendments are consistent with the standards for approval.

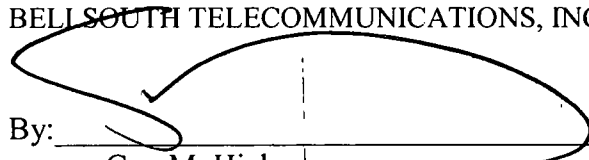
6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement filed and approved pursuant to 47 USC Section 252.

Sprint CLEC and BellSouth respectfully request that the TRA approve the Amendments negotiated between the parties.

This 22 day of FEB, 2005.

Respectfully submitted,

BELL SOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

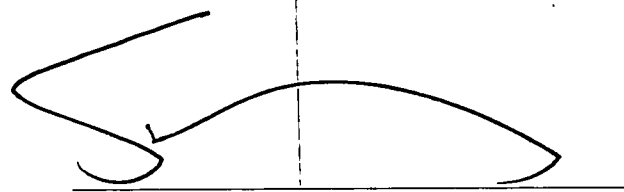
CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendments to the Interconnection Agreement on the following via United States Mail on the 22 day of FEB, 2005:

W. Richard Morris
Vice President – State External Affairs
6450 Sprint Parkway
Mailstop KSOPHN0214
Overland Park, KS 66215

Sprint PCS
Attention: Legal Regulatory Department
Mailstop: KSOPH10414
6160 Sprint Parkway, Bldg. 9
Overland park, KS 66251

Sprint PCS
Manager: Carrier Interconnection Management
Mailstop: KSKOPAM101
11880 College Blvd.
Overland Park, KS 06210


Guy M. Hicks

**AMENDMENT
TO THE
AGREEMENT BETWEEN**

**SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP
SPRINT COMMUNICATIONS COMPANY L.P.
SPRINT SPECTRUM, L.P.**

AND

BELLSOUTH TELECOMMUNICATIONS, INC.

DATED JANUARY 01, 2001

Pursuant to this Amendment, (the "Amendment"), Sprint Communications Company Limited Partnership and Sprint Communications Company L P (collectively referred to as "Sprint CLEC"), a Delaware Limited Partnership and Sprint Spectrum L P , a Delaware limited partnership, as agent and General Partner for WirelessCo, L P , a Delaware limited partnership, and SprintCom, Inc , a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS (collectively "Sprint PCS"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated January 1, 2001 ("Agreement")

WHEREAS, BellSouth and Sprint PCS entered into the Agreement on January 1, 2001, and,

WHEREAS, the Parties desire to clarify certain provisions related to the network managers identified in this Agreement;

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 covenant and agree as follows.

The Parties agree to delete Section 4.8 in "Attachment 3 Network Interconnection" in its entirety, and replace it with a new Section 4 8 in Attachment 3 as follows:

- 4 8 Nothing in this Agreement shall prohibit Sprint PCS from enlarging its CMRS network through management contracts with third parties (hereinafter "Network Manager(s)") for the construction and operation of a CMRS system under the Sprint PCS license. Traffic traversing such extended networks shall be deemed to be and treated under this Agreement as Sprint PCS traffic when it originates on such extended network and either terminates upon or is transited by the BellSouth network, and as BellSouth traffic when it originates upon BellSouth's network and terminates upon such extended network. All billing for or related to such traffic and for the interconnection facilities provisioned under this Agreement by BellSouth to Sprint PCS for use by its Network Managers under the Sprint License will be in the name of Sprint PCS, and will identify the Network Manager as applicable, and shall be subject to

the terms and conditions of this Agreement and Sprint PCS will remain liable for all such billing hereunder. Absent written notice to the contrary from Sprint, BellSouth shall bill the Network Manager that orders interconnection facilities for all charges under this Agreement associated with both the interconnection facilities and the exchange of traffic over such facilities.

4.8.1 A Sprint PCS Network Manager may purchase, on behalf of Sprint PCS services offered to Sprint PCS in this Agreement at the same rates, terms and conditions that such services are offered to Sprint PCS provided that such services should only be purchased for the exclusive use of Sprint PCS and its Network Managers' to provide CMRS service under the Sprint PCS license. Notwithstanding that BellSouth agrees to bill a Network Manager directly for such services in order to expedite timely billing and payment from a Network Manager, Sprint PCS shall remain fully responsible under this Agreement for all services ordered by the Network Manager under this agreement regardless of whether the Network Managers are actually authorized to submit such orders or use such interconnection facilities on behalf of Sprint PCS.

4.8.2 Sprint PCS' Network Managers within the BellSouth region are

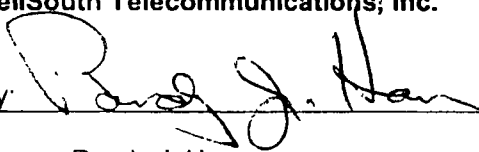
AirGate PCS, Inc f/k/a Airgate Wireless, LLC (AirGate)
Enterprise Digital PCS, L L C , Enterprise Wireless, L L C (Enterprise)
Georgia PCS Management, LLC, US Unwired, LLC (Georgia PCS)
Gulf Coast Wireless Limited Partnership f/k/a Meretel Communications,
L.P (Gulf Coast)
Horizon Personal Communications, Inc. (Horizon)
Louisiana Unwired, L.L.C. (Louisiana Unwired)
Ubiquitel Operating Company / Ubiquitel, LLC (Ubiquitel)

- 1 All of the other provision of the Agreement, dated January 1, 2001, shall remain in full force and effect.
- 2 Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below

Signature Page

BellSouth Telecommunications, Inc.

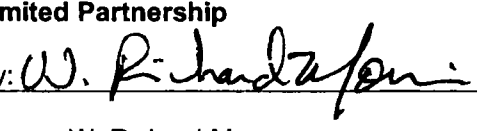
By: 

Name Randy J Ham

Title Assistant Director -
Wireless Interconnection

Date: 1/19/05

**Sprint Communications Company
Limited Partnership**

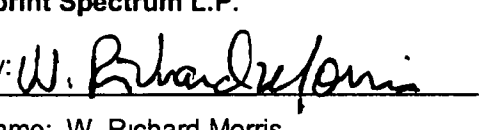
By: 

Name: W. Richard Morris

Title: Vice President -
External Affairs

Date 1/13/05

Sprint Spectrum L.P.

By: 

Name: W Richard Morris

Title: Vice President -
External Affairs

Date: 1/13/05

**Amendment to the Agreement
Between**

**Sprint Communications Company Limited Partnership
Sprint Communications Company L.P.
Sprint Spectrum L.P.**

and

BellSouth Telecommunications, Inc.

Dated January 1, 2001

Pursuant to this Amendment, (the "Amendment"), Sprint Communications Company Limited Partnership and Sprint Communications Company L P , (collectively referred to as "Sprint CLEC"), a Delaware Limited Partnership, and Sprint Spectrum L P , a Delaware limited partnership, as agent and General Partner for WirelessCo. L P., a Delaware limited partnership, and SprintCom, Inc , a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS (Sprint PCS), (Sprint), and BellSouth Telecommunications, Inc (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 1, 2001 (Agreement) to be effective on February 10, 2005

WHEREAS, BellSouth and Sprint entered into the Agreement on January 1, 2001, and,

WHEREAS, both Parties agree that an initial New Installation of a 2-Wire Port/Loop Combination- Residence line provisioned at a Location where QuickServe is available on the line shall incur a QuickServe NonRecurring Charge (NRC) at the NRC Currently Combined Conversion Rate set forth in the Agreement and that any initial New Installation of a 2-Wire Port/Loop Combination - Residence line provisioned at a location where QuickServe is not available, shall incur the Not Currently Combined NRC, First and Additional rates set forth in the Agreement,

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 covenant and agree as follows:

- 1 The Parties agree to incorporate into Attachment 2 of the Agreement the rates and USOCs as set forth in Exhibit 1 of this Amendment attached hereto and incorporated herein by this reference
2. All of the other provisions of the Agreement, dated January 1, 2001, shall remain in full force and effect
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

By: Kristen Rowe

Name. Kristen Rowe

Title Director

Date. 2/2/05

**Sprint Communications Company
Limited Partnership**

By: W. Richard Morris

Name. W. Richard Morris

Title. Vice President, External Affairs

Date. January 31, 2005

Sprint Spectrum L.P.

By: W. Richard Morris

Name W. Richard Morris

Title: Vice President, External Affairs

Date: January 31, 2005

UNBUNDLED NETWORK ELEMENTS - Alabama															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2		Exhibit A	
						Nonrecurring		Nonrecurring Disconnect				Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l	
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES															
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC										
							0.10								

[illegible]

[illegible]

[illegible]

PORT/LOOP COMBINATIONS - COST BASED RATES
CARRYING CHARGES (NRCs) - CURRENTLY COMBINED
 W-Wire Voice Grade Loop / Line Port Platform - Installation
 Charge at QuickService location - Not Conversion of Existing
 Service

[illegible]

[illegible]

UNBUNDLED NETWORK ELEMENTS - South Carolina																
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2		Exhibit A	
						Nonrecurring		Nonrecurring Disconnect Add'l	Incremental Charge - Manual Svc Order vs Electronic- 1st Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st			Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l			
						First	Add'l									
							Rec					SOME	SOMAN	SOMAN	SOMAN	
	UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES															
	NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC											
								0.10								

[illegible]

[illegible]

Version Attachment 2

UNBUNDLED PORT/LOOP COMBINATIONS - MARKET RATES

[illegible]

[illegible]

[illegible]

[illegible]

Version Attachment 2

**Amendment to the
Interconnection Agreement
Between**

**Sprint Communications Company Limited Partnership
Sprint Communications Company L.P.
Sprint Spectrum L. P.**

And

**BellSouth Telecommunications, Inc.
Dated January 1, 2001**

Pursuant to this Amendment, (Amendment), Sprint Communications Company Limited Partnership and Sprint Communications Company L P , (collectively referred to as "Sprint CLEC"), a Delaware Limited Partnership, and Sprint Spectrum L P , a Delaware limited partnership, as agent and General Partner for WirelessCo L P , a Delaware limited partnership, and SprintCom, Inc , a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS (Sprint PCS), (Sprint), and BellSouth Telecommunications, Inc (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 1, 2001 (Agreement) to be effective thirty (30) calendar days after the date of the last signature executing the Amendment

WHEREAS, BellSouth and Sprint entered into the Agreement on January 1, 2001. and,

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 covenant and agree as follows

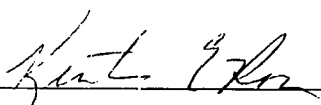
- 1 The Parties agree to add the following provision to Attachment 2, Section 11.1 and the associated rates as set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference

11.1.1 Where Sprint utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Call Flows set forth on BellSouth's website, as amended from time to time and incorporated herein by this reference, illustrate when the full or melded Tandem Switching rates apply for specific scenarios.

- 2 All of the other provisions of the Agreement, dated January 1, 2001, shall remain in full force and effect
- 3 Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: 

Name: Kristen E. Rowe

Title: Director

Date: 2/2/05

**Sprint Communications Company
Limited Partnership**

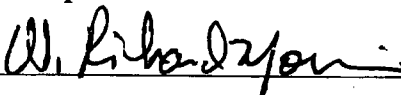
By: 

Name: W. Richard Morris

Title: Vice President, External Affairs

Date: January 31, 2005

Sprint Spectrum L. P.

By: 

Name: W. Richard Morris

Title: Vice President, External Affairs

Date: January 31, 2005

UNBUNDLED NETWORK ELEMENTS - Alabama

Version 3Q03 11/12/2003

AMENDMENT EXHIBIT 1

UNBUNDLED NETWORK ELEMENTS - Florida																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2			Exhibit A		
						Nonrecurring		NRC Disconnect				Incremental Charge - Manual Svc Order vs Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l			
						First	Add'l	First	Add'l								
						Rec						SOME	SOMAN	SOMAN	SOMAN		
UNBUNDLED LOCAL SWITCHING, PORT USAGE																	
	End Office Switching (Port Usage)																
	End Office Switching Function, Per MOU						0.0007662										
	End Office Trunk Port - Shared, Per MOU						0.000164										
	Tandem Switching (Port Usage) (Local or Access Tandem)																
	Tandem Switching Function Per MOU						0.0001319										
	Tandem Trunk Port - Shared, Per MOU						0.000235										
	Tandem Switching Function Per MOU (Melded)						0.000027185										
	Tandem Trunk Port - Shared Per MOU (Melded)						0.000048434										
	Melded Factor - 20.61% of the Tandem Rate																
	Common Transport																
	Common Transport - Per Mile, Per MOU						0.0000035										
	Common Transport - Facilities Termination Per MOU						0.0004372										

AMENDMENT EXHIBIT 1

UNBUNDLED NETWORK ELEMENTS - Georgia														
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2			Exhibit A		
									Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l	

UNBUNDLED NETWORK ELEMENTS - Kentucky													
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2			Exhibit A	
							Nonrecurring			Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l	
							First	Add'l	First				Add'l
						Rec							
UNBUNDLED LOCAL SWITCHING, PORT USAGE													
	End Office Switching (Port Usage)												
	End Office Switching Function, Per MOU					0.0011971							
	End Office Trunk Port - Shared, Per MOU					0.0002112							
	Tandem Switching (Port Usage) (Local or Access Tandem)												
	Tandem Switching Function Per MOU					0.000194							
	Tandem Trunk Port - Shared, Per MOU					0.0002416							
	Tandem Switching Function Per MOU (Melded)					0.000094381							
	Tandem Trunk Port - Shared, Per MOU (Melded)					0.000117538							
	Melded Factor 48 65% of the Tandem Rate												
	Common Transport												
	Common Transport - Per Mile, Per MOU					0.000003							
	Common Transport - Facilities Termination Per MOU					0.0007466							

[illegible]

[illegible]

UNBUNDLED NETWORK ELEMENTS - South Carolina

Version 3Q03 11/12/2003

UNBUNDLED NETWORK ELEMENTS - Tennessee																		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2			Exhibit A						
									Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l	SOMAN	SOMAN	SOMAN				
	</																	