

BellSouth Telecommunications, Inc.

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November 28, 2006

VIA HAND DELIVERY

filed electronically 11/28/06 @ 3:09pm

Hon. Sara Kyle
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

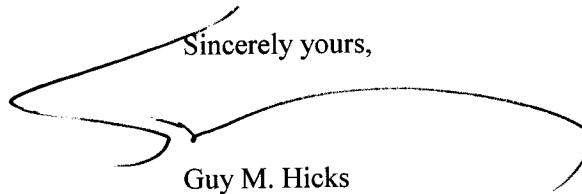
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Sprint Communications Company L.P. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 06-00297

Dear Chairman Kyle:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Sprint Communications Company L.P. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original plus six paper copies and one electronic copy of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated January 1, 2001. The Amendment modifies Attachment 3, Local Interconnection.

Thank you for your attention to this matter.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Guy M. Hicks", with a long, sweeping horizontal stroke extending to the right.

Guy M. Hicks

cc: W. Richard Morris, Sprint Communications Company L.P.
Legal Regulatory Department, Sprint PCS
Interconnection Management, Sprint PCS

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. 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
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND SPRINT COMMUNICATIONS COMPANY L.P.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Sprint Communications Company L.P. ("Sprint") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment 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 and BellSouth state the following:

1. Sprint 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. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on September 9, 2002.

2. The parties have recently negotiated an Amendment to the Agreement which modifies Attachment 3, Local Interconnection to the Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Sprint and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment 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 Amendment between BellSouth and Sprint 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 and BellSouth aver that the Amendment is 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 and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 28th day of Feb, 2006.

Respectfully submitted,

BELLSOUTH 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 Amendment to the Interconnection Agreement on the following via United States Mail on the 28th day of Feb, 2006:

W. Richard Morris
V.P. Local Markets
Sprint Communications Company L.P.
7301 College Blvd.
Mailstop KSOPKV0214
Overland Park, KS 66210

Sprint PCS
Attention: Legal Regulatory Department
7301 College Blvd.
Mailstop: KSOPHI0414
Overland Park, KS 66210

Sprint PCS
Manager: Carrier Interconnection Management
Mailstop: KSOPAM 0101
11880 College Blvd.
Overland Park, KS 66210


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 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") hereinafter collectively referred to as "Sprint", and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, 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 (Effective Date).

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. Language in Attachment 3, Sections 6.2 through 6.4, is deleted and replaced with the language in Exhibit 1 attached hereto and by reference made a part of this Amendment.
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: 

Name: Kristen E. Shore

Title: Director

Date: 10/16/06

**Sprint Communications Company
Limited Partnership**

By: 

Name: Virgil Stites

Title: Vice President -
Access Planning / Operations

Date: September 29, 2006

Sprint Spectrum L.P.

By: 

Name: Virgil Stites

Title: Vice President -
Access Planning / Operations

Date: September 29, 2006

Amendment Exhibit 1

- 6.2 Percentage Interstate Usage. In the case where Sprint CLEC desires to terminate its local traffic over or commingled on its Switched Access Feature Group D trunks, Sprint CLEC will be required to provide projected Percentage Interstate Usage (PIU) factors including, but not limited to, PIU associated with facilities (PIUE) and terminating PIU (TPIU) factors. All jurisdictional report requirements, rules and regulations for IXC's specified in BellSouth's intrastate Access Services Tariff will apply to Sprint CLEC. The application of the PIU will determine the respective interstate traffic percentages, and the remainder shall determine intrastate traffic percentages. Detailed requirements associated with PIU reporting shall be as set forth in BellSouth Jurisdictional Factors Reporting Guide. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of each year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September, respectively. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate usage compensation to be paid.
- 6.3 Percent Local Use. BellSouth and Sprint CLEC will report to the other a Percentage Local Usage (PLU). The application of the PLU will determine the respective amount of local and/or ISP-Bound minutes to be billed to the other Party. For purposes of developing the PLU, BellSouth and Sprint CLEC shall consider each Party's respective local calls and long distance calls, excluding Transit Traffic. By the first of January, April, July and October of each year, BellSouth and Sprint CLEC shall provide a positive report updating the PLU and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth Jurisdictional Factors Reporting Guide, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. The Parties have agreed that BellSouth, as the terminating Party, will provide Sprint CLEC with the calculated PLU factor for Sprint CLEC's originated traffic for Sprint CLEC's approval by the end of January, April, July and October. Within fifteen (15) days of receipt of the PLU factor, Sprint CLEC will provide concurrence with such factor, which BellSouth will then implement to determine the appropriate local usage compensation to be paid by Sprint CLEC. If the Parties disagree as to the calculation of such factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties

negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Once Sprint CLEC develops message recording technology that identifies and reports the jurisdiction of traffic terminated as defined in this Agreement, Sprint CLEC will provide BellSouth with the calculated PLU factor for Sprint's originated traffic. If the terminating Party disagrees with the factor, the Parties will work cooperatively to determine the appropriate factor for billing. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option, be utilized to determine the appropriate Local usage compensation to be paid.

- 6.4 Percent Local Facility. BellSouth and Sprint CLEC will report to the other a Percentage Local Facility (PLF). The application of PLF will determine the respective portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF will be applied to Local Channels, Multiplexing and Interoffice Channel Switched Dedicated Transport as specified in BellSouth's Jurisdictional Factors Reporting Guide. By the first of January, April, July and October of each year, BellSouth and Sprint CLEC shall provide a positive report updating the PLF and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively.. Detailed requirements associated with PLF reporting shall be as set forth in BellSouth Jurisdictional Factors Reporting Guide, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. The Parties have agreed that BellSouth, as the terminating Party, will provide Sprint CLEC with the calculated PLF factor for Sprint CLEC's originated traffic for Sprint CLEC's approval by the end of January, April, July, and October. Within fifteen (15) days of receipt of the PLF factor, Sprint CLEC will provide concurrence with such factor, which BellSouth will then implement to determine the appropriate local usage compensation to be paid by Sprint CLEC. If the Parties disagree as to the calculation of such factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Once Sprint CLEC develops message recording technology that identifies and reports the jurisdiction of traffic terminated as defined in this Agreement, Sprint will provide BellSouth with the calculated PLF factor for Sprint's originated traffic. If the terminating Party disagrees with the factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLF factor, shall at the terminating Party's option, be utilized to determine the appropriate portion of switched dedicated transport to be billed per the local jurisdiction rates.