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June 23, 2008

VIA HAND DELIVERY

Hon. Eddie Roberson
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

filed electronically in docket office on 06/24/08

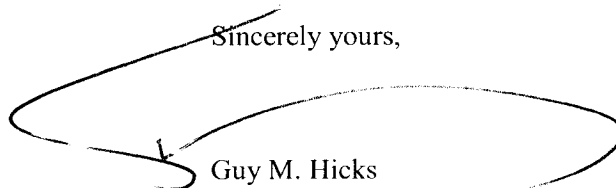
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and New Cingular Wireless PCS, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 08-00106

Dear Chairman Roberson:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, New Cingular Wireless PCS, LLC and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original plus four paper copies and one electronic copy of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated June 10, 2005. The Amendment relates to Transit Service.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Senior Interconnection Manager, New Cingular Wireless PCS, LLC
Attn: Legal – Interconnection, Cingular Wireless

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and New Cingular Wireless PCS, LLC 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 NEW CINGULAR WIRELESS PCS, LLC
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, New Cingular Wireless PCS, LLC ("Cingular") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated June 10, 2005 (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, Cingular and BellSouth state the following:

1. Cingular and BellSouth have successfully negotiated an agreement for interconnection of their networks, thereby facilitating Cingular's provision of commercial mobile radio services ("CMRS") to both residential and business customers in Tennessee. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on August 18, 2003.

2. The parties have recently negotiated an Amendment to the Agreement which relates to Transit Service. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e)(2)(a)(i) of the Telecommunications Act of 1996, Cingular 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 Cingular 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. Cingular and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act and FCC Order No. 04-164, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Cingular and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 23rd day of June, 2008.

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 23rd day of June, 2008:

New Cingular Wireless PCS< LLC
Attn: Senior Interconnection Manager
5565 Glenridge Connector
Suite 15206
Atlanta, GA 30342

Cingular Wireless
Attn: Legal – Interconnection
16331 NE 72nd Way (RTC 1)
Redmond, WA 98052


Guy M. Hicks

**Transit Service Amendment
to the Agreement
Between
New Cingular Wireless PCS, LLC
and
BellSouth Telecommunications, Inc.
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
Dated June 10, 2005**

Pursuant to this Amendment, (the "Amendment"), New Cingular Wireless PCS, LLC (Cingular) and BellSouth Telecommunications, Inc. now 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 (hereinafter referred to as "AT&T"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated June 10, 2005 ("Agreement") to be effective the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, AT&T and Cingular entered into the Agreement on June 10, 2005, and:

WHEREAS, the Parties desire to amend the Agreement in order to remove transit traffic pricing charges from the transit traffic usage rate contained 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. Section VIII.C. of the Agreement is hereby deleted in its entirety and replaced with the following:

VIII.C. If Non-Local Traffic originated by Carrier is delivered by BellSouth for termination to the network of a Third Party Carrier, then BellSouth will bill Carrier pursuant to the terms and conditions of the Commercial Transit Traffic Service Agreement entered into by the Parties.

2. Attachment C Paragraph H of the Agreement is hereby deleted and replaced with the following:

H. Exchange of records will begin no earlier than ninety (90) days from the later of the date the contract is signed or the date that all necessary information as defined in Section C of this Attachment is provided. Once Carrier sets up MPB arrangements for Transit Traffic, Transit Traffic will be subject to only the per minute Transit charge as per the terms and conditions of the Commercial Transit Traffic Service Agreement entered into by the parties.

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. 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 may have not yet incorporated into the Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the appropriate Commissions, however, the Parties agree to implement the provisions of this Amendment on the Effective Date listed above.

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

**BellSouth Telecommunications, Inc., by
AT&T Operations, Inc., its authorized
agent.**

By: Kathy Wilson-Chu

Name: Kathy Wilson-Chu

Title: Director

Date: 5/16/08

New Cingular Wireless PCS, LLC

By: Michael F. Van Weelden

Name: Michael F. Van Weelden

Title: Director SCM Network

Date: 5/13/08

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

**BellSouth Telecommunications, Inc., by
AT&T Operations, Inc., its authorized
agent.**

By: Kathy Wilson-Chu

Name: Kathy Wilson-Chu

Title: Director

Date: 5/16/08

New Cingular Wireless PCS, LLC

By: Michael F. Van Weelden

Name: Michael F. Van Weelden

Title: Director SCM Network

Date: 5/13/08

OK SK