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February 25, 2011

VIA HAND DELIVERY

Hon. Mary Freeman, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

filed electronically in docket office on 02/25/11

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. dba AT&T Tennessee and NPCR, Inc. dba Nextel Partners Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 11-00031

Dear Chairman Freeman:

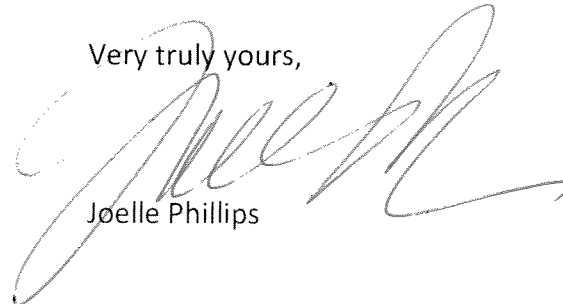
Enclosed for filing in the referenced docket are the original and one copy of the *Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. dba AT&T Tennessee and NPCR, Inc. dba Nextel Partners*.

The Amendment extends the term of the existing agreement to March 1, 2012.

The filing of this Amendment perfects the *Joint Motion to Withdraw Petitions and Close Dockets* which were filed in the applicable arbitration dockets¹ on February 9, 2011.

AT&T Tennessee respectfully requests that the Authority approve the Agreement.

Very truly yours,



Joelle Phillips

¹ See Docket No. 10-00042, *Petition for Arbitration of Interconnection Agreement Between BellSouth Telecommunications, Inc. dba AT&T Tennessee and Sprint Spectrum L.P., Nextel South Corp., and NPCR, Inc. dba Nextel Partners*, and Docket No. 10-00043, *Petition for Arbitration of Interconnection Agreement Between BellSouth Telecommunications, Inc. dba AT&T Tennessee and Sprint Communications Company, L.P.*
831835

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. dba AT&T Tennessee and NPCR, Inc. dba Nextel Partners Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

**PETITION FOR APPROVAL OF THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
DBA AT&T TENNESSEE AND NPCR, INC. DBA NEXTEL PARTNERS**

COME NOW, NPCR, Inc. dba Nextel Partners ("Nextel") and BellSouth Telecommunications, Inc., dba AT&T Tennessee ("AT&T"), and file this request for approval of the Interconnection Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Nextel and AT&T state the following:

1. Nextel and AT&T have negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by AT&T and the resale of AT&T's telecommunications services to Nextel. A copy of the Agreement is attached hereto and incorporated herein by reference.

2. The parties have recently negotiated an Amendment to the Agreement which extends the term of the agreement until March 1, 2012. 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, Nextel and AT&T are submitting their Agreement to the TRA for its consideration and approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T and Nextel 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. Nextel and AT&T aver that the Agreement is consistent with the standards for approval.

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

Nextel and AT&T respectfully request that the TRA approve the Agreement negotiated between the parties.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.
DBA AT&T TENNESSEE

By: 

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Attorney for AT&T

**AMENDMENT TO THE INTERCONNECTION AGREEMENT
BETWEEN**

NPCR, INC. d/b/a NEXTEL PARTNERS

AND

BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T TENNESSEE

Pursuant to this Amendment (the "Amendment") NPCR, Inc. d/b/a Nextel Partners, a Delaware corporation ("Nextel"), and BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee ("AT&T"), a Georgia corporation, hereinafter referred to collectively as the "Parties" hereby agree to amend that certain 2001 AT&T/Sprint Agreement including Amendments as adopted pursuant to the Parties' Agreement effective October 22, 2008 (collectively "the Adopted 2001 AT&T-Sprint Agreement" or "Agreement").

WHEREAS, Nextel and AT&T agree to amend the Adopted 2001 AT&T-Sprint Agreement as set forth herein;

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, Nextel and AT&T hereby covenant and agree as follows:

1. The Parties agree to delete Section 2, General Terms and Conditions – Part A in its entirety and replace it with the following:

2. Term of the Agreement

2.1 This Agreement is extended and shall expire as of March 1, 2012. Upon mutual agreement of the Parties, the term of this Agreement may be extended. If, as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis.

2. All other provisions of the Adopted 2001 AT&T-Sprint Agreement shall remain in full force and effect.

3. Either or both of the Parties are authorized to submit this Amendment to the Commission for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.

4. This Amendment shall be filed with and is subject to approval by the Commission and shall be effective upon the date of the last signature of both Parties.

IN WITNESS WHEREOF, the Parties have, on the day and year written below, executed this Agreement through their authorized representatives.

NPCR, Inc. d/b/a Nextel Partners

BellSouth Telecommunications, Inc. d/b/a
AT&T Tennessee by AT&T Services, Inc., its
authorized agent

By: 

Name:

PAUL W. SCHIEBER

Title:

VP ACCESS + ROAMING PLAN

Date:

2/21/11

By: 

Name:

Patrick R. Doherty

Title:

Director - Regulatory

Date:

2-23-11

CERTIFICATE OF SERVICE

I hereby certify that on February 25, 2011, a copy of the foregoing document was served on the following, via the method indicated:

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

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