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September 28, 2012

VIA HAND DELIVERY

Hon. Kenneth C. Hill, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

filed electronically in docket office on
09/28/12

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by
AT&T Tennessee and NTCH-West Tennessee, Inc.*
Docket No. 12-00115

Dear Chairman Hill:

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 AT&T Tennessee and NTCH-West Tennessee, Inc.*

In accordance with Section 252(e) of the Telecommunications Act of 1996, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T and NTCH-West 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. NTCH-West and AT&T aver that the Agreement is consistent with the standards for approval.

The Amendment establishes bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties.

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

Very truly yours,

Joelle Phillips

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and NTCH-West Tennessee, Inc.*

Docket No. _____

PETITION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION
AGREEMENT NEGOTIATED BETWEEN
AT&T TENNESSEE AND NTCH-WEST TENNESSEE, INC.

AT&T Tennessee ("AT&T") and NTCH-West Tennessee, Inc. ("NTCH") 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, NTCH and AT&T state the following:

1. NTCH 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 NTCH. 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 establishes bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties. 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, NTCH 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 NTCH 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.

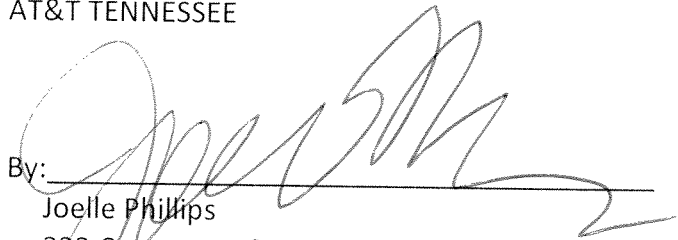
5. NTCH and AT&T aver that the Agreement is consistent with the standards for approval.

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.

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

Respectfully submitted,

AT&T TENNESSEE

By: 

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Attorney for AT&T

**AMENDMENT TO THE AGREEMENT
BETWEEN
NTCH-WEST TENNESSEE, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T TENNESSEE**

This Amendment (the "Amendment") amends the Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T Tennessee hereinafter referred to as "AT&T" (previously referred to as BellSouth Telecommunications, Inc.) and NTCH-West Tennessee, Inc. ("Carrier"). AT&T and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and Carrier are parties to an Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), executed November 16, 2006, and as subsequently amended (the "Agreement"); and

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189), the Parties desire to amend the Agreement to establish bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties.

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

1. The Parties agree to include the following definition of IntraMTA Traffic:

"IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the End User, end user, Customer, or customer of AT&T and the Carrier's, CMRS Provider's and/or CMRS provider's End User, end user, Customer, or customer. All references to Local Traffic and/or local traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".

2. Effective July 1, 2012, the Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties.
3. In accordance with the schedule in FCC Order 11-161, effective July 1, 2012, for terminating intrastate or interstate InterMTA Traffic, i.e. non-IntraMTA Traffic, Carrier shall pay a blended rate that consists of the average of AT&T's intrastate and interstate rates for the switched network access service rate elements, on a per minute of use basis, which are set forth in each, AT&T's Intrastate Access Services Tariff, and Interstate Access Services Tariff, as those tariffs may be amended from time to time. This provision does not apply to transit traffic.
4. The Parties agree to replace the CMRS Local Interconnection Usage Rates per Minute of Use (MOU) and Surrogate Usage Rates for Type 2A, Type 1 and Type 2B in Attachment B of the Agreement with the rates contained in Exhibit A attached hereto. IntraMTA Traffic will continue to be referenced as Section 251(b)(5) Calls Transport and Termination in Exhibit A. In all other respects Attachment B shall remain the same.
5. The Parties agree that the terms and conditions of this Agreement shall apply only to CMRS traffic that, at the beginning of the call, originates from or terminates to a wireless handset via the Carrier.
6. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting Carrier's agreement.

7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
 8. 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.
 9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
 10. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by Tennessee Regulatory Authority ("Amendment Effective Date").
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NTCH-West Tennessee, Inc.

Signature: Adriana Aguilar

Name: Adriana Aguilar
(Print or Type)

Title: CEO
(Print or Type)

Date: 9/14/2012

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

Signature: Patrick Doherty

Name: Patrick Doherty
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 9-26-12

CERTIFICATE OF SERVICE

I hereby certify that on September 28, 2012, a copy of the foregoing document was served on the following, via the method indicated:

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

Adilia Aguilar, President
NTCH-West Tennessee, Inc.
703 Pier Ave.
Hermosa Beach, CA 90254
adilia@cleartalk.net

A handwritten signature in black ink, appearing to read 'Adilia Aguilar', is written over a horizontal line.