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January 15, 2013

filed electronically in docket office on 01/15/13

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

Re: *Approval of the Interconnection Agreement and Amendment Thereto
Negotiated by AT&T Tennessee and Nextel South Corporation*
Docket No. 13-00013

Dear Chairman Allison:

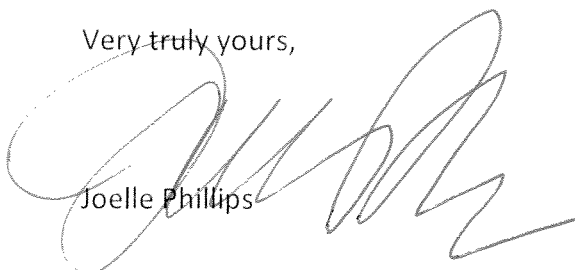
Enclosed for filing in the referenced docket are the original and one copy of the *Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and Nextel South Corporation*.

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 USA Mobility 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. Nextel South and AT&T aver that the Agreement is consistent with the standards for approval.

The Amendment modifies the renewal terms.

AT&T Tennessee respectfully requests that the Authority approve the Agreement and 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 Nextel South Corporation*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE
INTERCONNECTION AGREEMENT BETWEEN
AT&T TENNESSEE AND NEXTEL SOUTH CORPORATION**

AT&T Tennessee ("AT&T") and Nextel South Corporation ("Nextel South") and file this request for approval of the Amendment to the Interconnection Agreement (the "Agreement") between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, ("the Act"). The Agreement provides for the continued interconnection of the two companies' networks, thereby facilitating Nextel South's provision of commercial mobile radio services ("CMRS") to both residential and business customers in Tennessee. Nextel South and AT&T, therefore, respectfully request that the Tennessee Regulatory Authority ("TRA") act within the 90 days specified by the Act and approve the Agreement.

In support of their request, Nextel South and AT&T state the following:

THE PARTIES

1. AT&T is an incumbent local exchange carrier authorized to provide local exchange service in Tennessee.
2. Nextel South is a telecommunications carrier that has been granted authority by the Federal Communications Commission to provide CMRS in a specific market in Tennessee.

THE AGREEMENT

3. The parties have recently negotiated an Amendment to the Agreement which modifies the renewal terms. A copy of the Amendment is attached hereto and incorporated herein by reference.

4. AT&T and Nextel South have entered into this Agreement, pursuant to Sections 251 (c) and 252 (a) of the Act.

5. Pursuant to Section 252 (e) of the Act, Nextel South and AT&T are submitting their Agreement to the TRA for its consideration and approval.

COMPLIANCE WITH THE ACT

6. First, as required by Section 252(e)(2)(a)(i) of the Act, the Agreement does not discriminate against any other telecommunications carrier. Other carriers are not bound by the Agreement and remain free to negotiate independently with AT&T pursuant to Section 252 of the Act.

7. Second, the Agreement is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(a)(ii) of the Act.

APPROVAL OF THE AGREEMENT

8. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the Agreement between Nextel South and AT&T within 90 days of its submission. The Act provides that the TRA may reject such Agreement only if it finds that the Agreement or any portion thereof discriminates against a telecommunications carrier not a party to the Agreement, or if it finds that the implementation of the Agreement or any portion thereof is not consistent with the public interest, convenience and necessity.

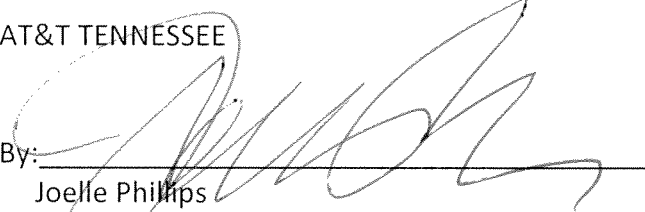
9. Nextel South and AT&T aver that the Agreement is consistent with the standards for approval.

10. 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.

11. Nextel South and AT&T respectfully request that the TRA approve the Agreement negotiated between the parties without revision as expeditiously as possible consistent with the public interest.

Respectfully submitted,

AT&T TENNESSEE

By: 

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CERTIFICATE OF SERVICE

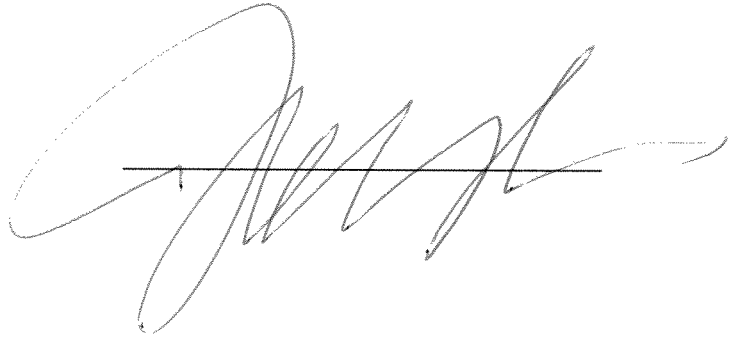
I hereby certify that on January 15, 2013, a copy of the foregoing document was served on the following, via the method indicated:

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

Sprint
Manager, Carrier Interconnection Mgt.
Mailstop KSOPHE0102-1D218
6360 Sprint Parkway
Overland Park, KS 66251

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

Sprint
Legal/Telecom Mgt Group
Mailstop KSOPKN0312-3A318
6450 Sprint Parkway
Overland Park, KS 66251

A handwritten signature in black ink, appearing to be "J. Smith", written over a horizontal line.

**AMENDMENT TO THE AGREEMENT
BETWEEN
NEXTEL SOUTH CORP.
AND
BELL SOUTH 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 ("AT&T Tennessee") and Nextel South Corp. ("Nextel"). AT&T Tennessee and Nextel are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T Tennessee and Nextel are parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), that was approved, July 17, 2008 and as subsequently amended (the "Agreement"); and

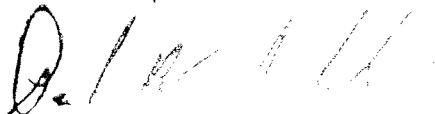
NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree to delete Sections 3.1, 3.2, 3.3 and 3.4 of the General Terms and Conditions – Part A in their entirety and replace them with the following:
 - 3.1 Either Party may request the commencement of negotiations for a subsequent agreement at any time; provided, however, that such request is no more than one hundred and eighty (180) days prior to the expiration of this Agreement.
 - 3.2 If, after one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 3.1 above, the Parties are unable to negotiate new terms, conditions and prices for a subsequent agreement either Party may petition the Commission to establish appropriate terms, conditions and prices for the subsequent agreement, pursuant to 47 U.S.C. 252.
 - 3.3 Notwithstanding the foregoing, and except as set forth in Section 3.4 below, in the event that this Agreement converts to a month-to-month term, and the Parties are not in negotiation pursuant to Section 252 of the Act, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. If BellSouth provides notice to Sprint, by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested, that BellSouth intends to terminate the Agreement, then Sprint shall have thirty (30) calendar days from receipt of such notice, to provide written notice to BellSouth (also by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested), if Sprint wishes to negotiate a subsequent agreement, pursuant to Section 252 of the Act. If Sprint responds to BellSouth that it does wish to negotiate a subsequent agreement, then BellSouth's notice of termination and ability to convert to BellSouth's then current standard interconnection agreement will be tolled while the Parties are in negotiations or arbitration pursuant to Section 252 of the Act. If the Parties cease to be in negotiations or arbitration pursuant to Section 252, the sixty (60) days notice period shall resume. If Sprint does not provide timely written notice to BellSouth, then BellSouth shall continue to offer services to Sprint, pursuant to BellSouth's then current standard interconnection agreement or Sprint may exercise its rights under Section 252(i) of the Act. If BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a subsequent agreement.
 - 3.4 If an arbitration proceeding has been filed, in accordance with Section 252 of the Act, and if the Commission does not issue its order prior to the expiration of this Agreement, this Agreement shall

be deemed extended on a month-to-month basis until the subsequent agreement becomes effective. The terms of such subsequent agreement shall be effective as of the effective date stated in such subsequent agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise. Neither Party shall refuse to provide services to the other Party during the negotiation of the subsequent agreement or the transition from this Agreement to the subsequent agreement.

2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. 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.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. 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 such Commission.

Nextel South Corp.



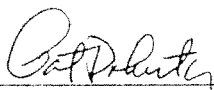
By: _____

Printed: PAUL W SCHIEIZER

Title: VP ACCESS + ROAMING PLAN
(Print or Type)

Date: 12/3/2012

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



By: _____

Printed: Patrick Doherty

Title: Director - Regulatory
(Print or Type)

Date: 12-11-12