



Richard T. Howell
Area Manager-Regulatory Relations

AT&T
208 S. Akard St.
#2510.02
Dallas, Texas 75202
T: (214)757-8099
F: (214)746-2232
rh2514@att.com
www.att.com

May 18, 2018

VIA OVERNIGHT COURIER

Hon. David F. Jones, Chairman
Tennessee Public Utility Commission
502 Deaderick Street
Nashville, TN 37238

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and T-Mobile USA, Inc. acting on behalf of itself and of its operating subsidiaries Powertel/Memphis, Inc. and T-Mobile South LLC ("CMRS Provider")*
Docket No. 18-00062

Dear Chairman Jones:

Enclosed for filing in the referenced docket is the original *Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and CMRS Provider*. As required, included with this filing is the \$50 filing fee made payable to the Tennessee Public Utility Commission.

In accordance with Section 252(e) of the Telecommunications Act of 1996, the Tennessee Public Utility Commission is charged with approving or rejecting the negotiated Amendment between AT&T Tennessee and CMRS Provider within 90 days of its submission. The Act provides that the Tennessee Public Utility Commission may only reject such an amendment if it finds that the amendment or any portion of the amendment discriminates against a telecommunications carrier not a party to the amendment or the implementation of the amendment or any portion of the amendment is not consistent with the public interest, convenience and necessity. CMRS Provider and AT&T Tennessee aver that the Amendment is consistent with the standards for approval.

This Amendment replaces Section VI. Section B – Compensation of Facilities.

AT&T Tennessee respectfully requests that the Tennessee Public Utility Commission approve the Amendment to the Agreement.

Sincerely,

A handwritten signature in blue ink that reads "Richard T. Howell/mr".

Richard T. Howell

RTH/mr
Enclosures

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and T-Mobile USA, Inc. acting on behalf of itself and of its operating subsidiaries Powertel/Memphis, Inc. and T-Mobile South LLC*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN AT&T TENNESSEE AND T-MOBILE USA, INC. ACTING ON BEHALF OF
ITSELF AND OF ITS OPERATING SUBSIDIARIES POWERTEL/MEMPHIS, INC. AND
T-MOBILE SOUTH LLC**

AT&T Tennessee ("AT&T") and T-Mobile USA, Inc. acting on behalf of itself and of its operating subsidiaries Powertel/Memphis, Inc. and T-Mobile South LLC ("CMRS Provider") file this request for approval of the Amendment to 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, CMRS Provider and AT&T state the following:

1. CMRS Provider and AT&T have negotiated an agreement for interconnection of their networks.
2. The parties have recently negotiated an amendment to the Agreement. The amendment replaces Section VI. Section B – Compensation of Facilities. 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, CMRS Provider and AT&T are submitting their Agreement to the Tennessee Public Utility Commission for its consideration and approval. In accordance with Section 252(e) of the Act, the Tennessee

Public Utility Commission is charged with approving or rejecting the negotiated Amendment to the Agreement between AT&T and CMRS Provider within 90 days of its submission. The Act provides that the Tennessee Public Utility Commission 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.

4. CMRS Provider and AT&T aver that the Agreement is consistent with the standards for approval.

5. 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.

CMRS Provider and AT&T respectfully request that the Tennessee Public Utility Commission approve the Amendment to the Agreement negotiated between the parties.

Respectfully submitted,

AT&T TENNESSEE

By: /s/ Richard T. Howell
Richard T. Howell
208 S Akard St, Room 2510.02
Dallas, Texas 75202
(214) 757-8099

CERTIFICATE OF SERVICE

I hereby certify that on May 18, 2018, a copy of the foregoing document was served on the following, via the method indicated:

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

T-Mobile USA, Inc.
Shelly Crabtree
Director-Carrier Payments and Analysis
12920 SE 38th ST.
Bellevue, WA 98006
Shelly.Crabtree@t-mobile.com



Mary Reed

AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC 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**

AND

**T-MOBILE USA, INC. ACTING ON BEHALF OF ITSELF AND OF ITS
OPERATING SUBSIDIARIES INCLUDING POWERTEL/MEMPHIS, INC., T-
MOBILE CENTRAL LLC AND T-MOBILE SOUTH LLC**

DocuSigned by:
Mike Taylor
Signature: _____
6697ACD15965469...

Name: **Mike Taylor**
(Print or Type)

Title: **VP Critical Infrastructure Procurement & Cost Management**
(Print or Type)

Date: **4/27/2018**

Signature: _____

Name: **William Greenlaw**
(Print or Type)

Title: **Director- Interconnection Agreements**
(Print or Type)

Date: **4/30/2018**

T-Mobile USA, Inc. acting on behalf of itself and of its operating subsidiaries including PowerTel/Memphis, Inc., T-Mobile Central LLC and T-Mobile South LLC

BellSouth Telecommunications, LLC 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 by AT&T Services, Inc., its authorized agent

DocuSigned by:
T-Mobile Legal Approval By:

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State	CLEC OCN
ALABAMA	6529
FLORIDA	6529
GEORGIA	6529
KENTUCKY	6529
LOUISIANA	6529
MISSISSIPPI	6529
NORTH CAROLINA	6529
SOUTH CAROLINA	6529
TENNESSEE	6529

Description	ACNA Code(s)
ACNA(s)	WCG

**AMENDMENT TO THE AGREEMENTS
BETWEEN
T-MOBILE USA, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, LLC, 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**

This Amendment (the "Amendment") amends the Interconnection Agreements by and between BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T MISSISSIPPI, AT&T LOUISIANA, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA, and AT&T TENNESSEE ("AT&T") and T-Mobile, USA Inc., acting on behalf of itself and of its operating subsidiaries including PowerTel/Memphis, Inc., T-Mobile Central LLC and T-Mobile South LLC ("Carrier") as shown in the attached Exhibit A. 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 Interconnection Agreements under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS) and as subsequently amended (the "Agreement") as shown in the attached Exhibit A.

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

1. Replace Section VI. Compensation and Billing, B. Compensation of Facilities with the following:

B. Compensation of Facilities

1. The Parties agree to share proportionately in the recurring costs of two-way and one-way interconnection facilities that Carrier purchases from AT&T. If Carrier purchases facilities from a Third Party, AT&T will not pay any portion of Third Party facilities unless AT&T agrees to do so in writing.
 - a. To determine the amount of compensation due to Carrier for interconnection facilities with two-way and one-way trunking for the transport of Non-Access Telecommunications Traffic originating on AT&T's network and terminating on Carrier's network, Carrier will utilize the prior month's undisputed Non-Access Telecommunications Traffic usage originated by AT&T, Carrier, and Intermediary Traffic to develop the percent of AT&T originated Non-Access Telecommunications Traffic.
 - b. AT&T will bill Carrier for the entire cost of the facility which includes all two-way and one-way trunking for the transport of Non-Access Telecommunications Traffic and Intermediary Traffic. Carrier will then apply the AT&T originated percent against the Non-Access Telecommunications Traffic and Intermediary Traffic portion of the two-way and one-way interconnection facility charges billed by AT&T to Carrier. Carrier will invoice AT&T on a monthly basis this proportionate share for the facilities utilized by AT&T.
2. In the alternative, when all of the following criteria are met, the Parties agree to share equally in the recurring costs for two way interconnection described in BellSouth's General Subscriber Services Tariff (or successor publication, e.g., Guidebook), Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended, (including, e.g. costs associated with USOCs 1PQEA, UTQ, UTQDX, BSVMC, BSVTC, VUM96, and other USOCs used for interconnection) ("Shared Facilities"). AT&T will bill Carrier for the Shared Facilities. Carrier will then on a monthly basis bill AT&T for one half of the costs billed by AT&T to Carrier. AT&T is not responsible to pay for any portion of facilities Carrier purchases from a third party.

- a. Carrier provides BellSouth with ninety (90) days' prior notice under Section XXIX of Carrier's intent to change its network configuration to an alternative Type 2A and/or Type 2B interconnection arrangement ("Alternative Arrangement") on a state-wide basis;
 - b. Carrier and AT&T agree to the designation of a POI within AT&T's tandem office for the delivery of traffic destined for Carrier ("new POI" or "alternative POI");
 - c. The AT&T tandem switch remains the POI for the delivery of traffic destined for AT&T;
 - d. Carrier submits all orders necessary to establish Type 2A and/or Type 2B Interconnection as described in BellSouth's General Subscriber Services Tariff (or successor publication, e.g., Guidebook), Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended (Shared Facilities) from the new POI to the AT&T Tandem switch; and
 - e. Carrier submits all orders needed to disconnect any circuits from the previous interconnection arrangement it no longer requires for Type 2A and/or Type 2B Interconnection between the relevant POIs. Carrier is responsible for all nonrecurring costs associated with establishing the Alternative Arrangement and disconnecting any circuits no longer required. Carrier remains financially responsible for any circuits as described under VI.B.1 until they are disconnected.
3. Carrier will provide AT&T with ninety (90) days' prior notice under Section XXIX if Carrier wishes to change its network configuration from the "Alternative Arrangement" described in Section VI.B.2. The Parties agree to meet within 15 days after AT&T's receipt of the Notice to discuss the feasibility of Carrier's proposal.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
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 have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
7. This Amendment shall be filed and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

Exhibit A

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Dated
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE	T-Mobile, USA Inc.	Interconnection Agreement	May 8, 2003
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	T-Mobile, USA Inc.	Interconnection Agreement	July 18, 2003