

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

In the Matter of the Joint Petition of) Docket No. _____
Nextel of California, Inc. and Nevada)
Bell Telephone Company d/b/a AT&T Nevada)
and AT&T Wholesale for Approval of)
Amendment 4 to Interconnection)
Agreement Pursuant to Section 252)
of The Telecommunications Act of 1996)

**JOINT PETITION FOR APPROVAL OF AMENDMENT 4 TO
INTERCONNECTION AGREEMENT PURSUANT TO SECTION 252
OF THE TELECOMMUNICATIONS ACT OF 1996**

NOW COMES, NEXTEL OF CALIFORNIA, INC. ("CARRIER") and NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE¹ ("AT&T Nevada") (CARRIER and AT&T Nevada collectively referred to herein as, the "Parties") who hereby apply to this Commission for approval of Amendment 4 to their Interconnection Agreement attached hereto as Attachment "A" (the "Amendment").

In summary, this Interconnection Amendment establishes bill-and-keep as the compensation arrangement for the IntraMTA Traffic exchanged between the Parties.

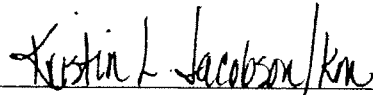
The Parties now submit the Amendment for approval in accordance with the terms of Section 252(e) of The Telecommunications Act of 1996 (TA 1996). The Parties request that the Commission approve the Amendment in accordance with the requirements of Section 252(e) of TA 1996, by determining that the grounds for rejection of such Amendment, set forth in Section 252(e)(2)(A)(i) and Section 252(e)(2)(A)(ii), are not applicable to the Amendment. With respect to Section 252(e)(2) of TA 1996, the Parties assert that the Amendment does not discriminate against any telecommunications carrier not a party to the Amendment. The implementation of the Amendment is consistent with

¹ Nevada Bell Telephone Company, a Nevada corporation, is now doing business in Nevada as "AT&T Nevada and AT&T Wholesale" and is considered as referenced through the attached agreement/amendment.

the public interest, convenience, and necessity. The Amendment does not violate any requirement of the Commission, including, but not limited to, quality of service standards adopted by the Commission.

The Parties request that the Commission expeditiously approve the Amendment consistent with the intent of TA 1996.

DATED this 29th day of May, 2013.



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D/B/A AT&T NEVADA AND AT&T
WHOLESALE
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Draft Notice Application for Applications, Petitions and Complaints

The Commission requires a draft notice be included with all applications, petitions and complaints. See Nevada Administrative Code 703.162. Please include one copy of this form with all the above filings.

- I. Include a title that describes the relief requested, or proceeding scheduled pursuant to Nevada Administrative Code ("NAC") 703.160 (5)(a.)

Joint Petition filing for approval of an amendment to a CMRS interconnection agreement between AT&T Nevada and Nextel of California, Inc. pursuant to Section 252 of the Telecommunications Act of 1996 .

- II. Include the name of the applicant, complainant, petitioner, or the name of the agent for same pursuant to NAC 703.160 (5)(b).

AT&T Nevada and Nextel of California, Inc.

- III. Include a paragraph with a brief description of the purpose of the filing or proceeding with an introductory statement in plain English understandable to a person of average knowledge and intelligence, that summarizes the relief requested or proceeding scheduled, **AND** its impact upon consumers, pursuant to NAC 704.160 (5)(c).

AT&T Nevada and Nextel of California, Inc. request that the Public Utilities Commission of Nevada approve a joint petition regarding an amendment to a CMRS interconnection agreement.

- IV. A declaration by the applicant, petitioner, or complainant whether a consumer session is required by Nevada Revised Statute ("NRS") 704.069 (1). NAC 703.162 (2)¹

These changes do not require a consumer session.

- V. If the draft notice pertains to a tariff filing, please include the tariff number and the sections or schedule number(s) being revised.

n/a.

¹ **NRS 704.069 Commission required to conduct consumer session for certain rate cases; Commission required to conduct general consumer session annually in certain counties.**

1. The Commission shall conduct a consumer session to solicit comments from the public in any matter pending before the Commission pursuant to NRS 704.061 to 704.110, inclusive, in which:

(a) A public utility has filed a general rate application, an application to recover the increased cost of purchased fuel, purchased power, or natural gas purchased for resale or an application to clear its deferred accounts; and

(b) The changes proposed in the application will result in an increase in annual gross operating revenue, as certified by the applicant, in an amount that will exceed \$50,000 or 10 percent of the applicant's annual gross operating revenue, whichever is less.

2. In addition to the case-specific consumer sessions required by subsection 1, the Commission shall, during each calendar year, conduct at least one general consumer session in the county with the largest population in this state and at least one general consumer session in the county with the second largest population in this state. At each general consumer session, the Commission shall solicit comments from the public on issues concerning public utilities. Not later than 60 days after each general consumer session, the Commission shall submit the record from the general consumer session to the Legislative Commission.

**AMENDMENT TO THE AGREEMENT
BETWEEN
NEXTEL OF CALIFORNIA, INC.
AND
NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE**

This Amendment (the "Amendment") amends the CMRS Interconnection Agreement by and between Nevada Bell Telephone Company d/b/a AT&T Nevada and AT&T Wholesale (previously referred to as Nevada Bell), hereinafter referred to as "AT&T" and Nextel of California, 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 a CMRS Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), approved August 2, 1999 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, or Customer of AT&T and the Carrier's End User, end user, or Customer. All references to Local Traffic, Local CMRS Calls, Local CMRS calls, local traffic and/or Section 251(b)(5) Traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".

2. Effective July 1, 2012, the Parties will 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. Effective July 1, 2012, for terminating InterMTA Traffic, Carrier shall pay a per minute of use rate that equals the average of (1) AT&T's intrastate rate based upon the applicable switched access service rate elements set forth in AT&T's Intrastate Access Services Tariff, as may be amended from time to time in accordance with the schedule in the FCC Order 11-161, or as may otherwise be reduced or modified and (2) AT&T's interstate rate based upon the applicable switched access service rate elements set forth in AT&T's Interstate Access Services Tariff, as may be amended from time to time in accordance with the schedule in the FCC Order 11-161, or as may otherwise be reduced or modified.
4. The Parties agree to replace the per minute rates for transport and termination for Type 2A, Type 1 and Type 2B in the Reciprocal Compensation Rate Schedule 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 the rates shall remain the same.
5. Bill and keep is limited to the exchange of IntraMTA traffic originating from or terminating to a CMRS provider.
6. If the Agreement is adopted by a third party carrier under Section 252(i), there shall be no retroactive application of any provision of this Amendment.

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 such Commission.

Nextel of California, Inc.

Signature: 

Name: PAUL W SCHIEBER
(Print or Type)

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

Date: 2/8/13

Nevada Bell Telephone Company d/b/a AT&T Nevada and AT&T Wholesale by AT&T Services, Inc., its authorized agent

Signature: 

Name: Patrick Doherty
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 3-11-13

| Agreement | State | Product | Rate Element Description | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) /1/ | Non-Recurring Charge (NRC) First | Non-Recurring Charge (NRC) Additional | Per Unit |
|-----------|-------|---|---|------------------------|------|------|------------------------------------|----------------------------------|---------------------------------------|----------|
| Wireless | NV | Local Interconnection (Call Transport and Termination) /1/ | Section 251(b)(5) Calls Transport and Termination - Type 2A | | | | \$0.00 | N/A | N/A | MOU |
| Wireless | NV | Local Interconnection (Call Transport and Termination) /1/ | Section 251(b)(5) Calls Transport and Termination - Type 2E | | | | \$0.00 | N/A | N/A | MOU |
| Wireless | NV | Local Interconnection (Call Transport and Termination) /1/ /1/ Bill-and-keep | Section 251(b)(5) Calls Transport and Termination - Type 1 | | | | \$0.00 | N/A | N/A | MOU |

CERTIFICATE OF SERVICE
252 Telecommunications Service List
Joint Petition between AT&T Nevada and Nextel of California, Inc.
Docket No.: 13-xxxxx

I hereby certify that I have this day served the foregoing documents upon all parties of record in this proceeding by delivering a copy thereof in person to or by mailing a copy thereof, properly addressed with postage pre-paid, or by electronic transmission to an acceptable location:

Via Courier Delivery:

Public Utilities Commission of Nevada
Breanne Potter, Asst. Commission Secretary
1150 E William Street
Carson City, NV 89701

I hereby certify that I have this day served the foregoing documents upon other parties to negotiations by mailing via U.S. Mail with postage pre-paid to:

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Las Vegas, NV 89148

Eric Witkoski, Esq.
Bureau of Consumer Protection
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Las Vegas, NV 89101

I hereby certify that I have this day served Document Available Notice by electronic transmission to an acceptable location to the list established pursuant to NAC 703.296:

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I hereby certify the foregoing documents are being made available for inspection at website Internet address:

<http://www.att.com/gen/public-affairs?pid=1207>

The foregoing documents are available in electronic or paper format by sending a request to:

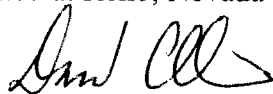
Paper:

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P.O. Box 11010
Reno, Nevada 89502

Electronic:

david.collier@att.com

Dated at Reno, Nevada this 29th day of May, 2013



David Collier