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February 25, 2013

Ms. Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way, P.O. Box 30221
Lansing, MI 48911

Re: MPSC Case No. U-12145, Interconnection Agreement Between AT&T Michigan and Nextel West Corporation

Dear Ms. Kunkle:

Attached for filing is the joint application requesting approval of the ***Eighth Amendment*** to the Interconnection Agreement by and between AT&T Michigan and Nextel West Corporation. In accordance with the Commission's request, AT&T Michigan makes this filing electronically by posting the attached Agreement and related pleadings onto the Commission's web site at:

<http://efile.mpsc.cis.state.mi.us/efile/>

Additional copies of the Agreement and all Commission approved amendments are available on the above web site as well as AT&T Michigan's website. Amendments are posted at the end of the Agreement, so only one document will appear under the associated link. Documents may be viewed at:

https://clec.att.com/clec_cms/clec/clec.html

Very truly yours,

A handwritten signature in black ink, appearing to read "Mark R. Ortlieb".

cc: Fred Broughton
Attachment

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In Re the request for Commission approval of)
An interconnection agreement between)
Nextel West Corp. and SBC Michigan)
_____)

Case No. U-12145

JOINT APPLICATION

AT&T Michigan¹ and Nextel West Corp. hereby jointly apply to the Michigan Public Service Commission (Commission) pursuant to Section 203(1) of the Michigan Telecommunications Act (MTA), as amended, MCL 484.2203(1), and Section 252(e) of the Telecommunications Act of 1996 (the Act), 47 U.S.C. § 252(e), for approval of the Eighth Amendment to the interconnection agreement between the parties heretofore approved by the Commission on December 6, 1999 (Agreement). In support of this joint application, AT&T Michigan and Nextel West Corp. state as follows:

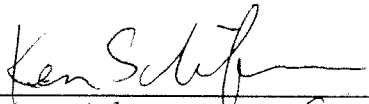
1. The parties have entered into good faith negotiations and have executed an Eighth Amendment to the Agreement. The Eighth Amendment to the Agreement, fully executed as of February 21, 2013, establishes bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties in the Agreement. A copy of the Eighth Amendment to the Agreement, duly executed by the Parties, is submitted with this joint application as Exhibit A.

2. The Eighth Amendment is the result of voluntary negotiations and must be submitted to the Commission for its approval or rejection pursuant to Section 252(e)(1) of the Act. The Eighth Amendment meets all statutory criteria for Commission approval.

¹ Michigan Bell Telephone Company (previously referred to as “Michigan Bell” or “SBC Michigan”) operates under the name “AT&T Michigan” pursuant to an assumed name filing with the State of Michigan.

WHEREFORE, AT&T Michigan and Nextel West Corp. jointly request Commission approval of the Eighth Amendment to the Agreement pursuant to MTA §203(1) and §252(e) of the Act as soon as possible.

Nextel West Corp.


Name Ken Schifman
Address 6450 Sprint Parkway
Overland Park, KS 66251
Phone 913 315 9783

Dated: 2/14/13

Respectfully submitted,

Counsel for AT&T Michigan



Mark R. Ortlieb (P34962)

221 N. Washington Square
Lansing, Michigan 48933
(517) 334-3425

February 25, 2013

¹ Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan.

Exhibit A
Case No. U-12145

EIGHTH AMENDMENT

Executed as of February 21, 2013

TO

INTERCONNECTION AGREEMENT

by and between

AT&T MICHIGAN

and

NEXTEL WEST CORPORATION

**AMENDMENT TO THE AGREEMENT
BETWEEN
NEXTEL WEST CORP.
AND
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T Michigan (previously referred to as "Ameritech Michigan"), hereinafter referred to as "AT&T" and Nextel West Corp. ("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 Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), approved December 6, 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:

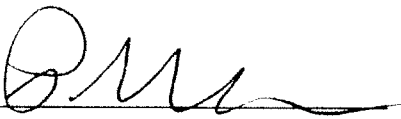
"IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the End User, end user, end-user, Customer or customer of AT&T and the Carrier's, CMRS', CMRS Provider's or WPS's End User, end user, end-user, Customer or customer. All references to local call, Local Traffic, local traffic, CMRS traffic and/or Section 251(b)(5) Traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".

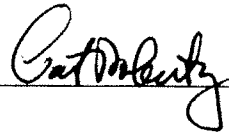
2. Effective July 1, 2012, the Parties will implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties.
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. This provision does not apply to transit traffic.
4. The Parties agree to replace the per minute rates 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 Schedule 8.1 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 West Corp.

**Michigan Bell Telephone Company d/b/a AT&T Michigan
by AT&T Services, Inc., its authorized agent**

Signature: 

Signature: 

Name: PAUL W SCHIEBER
(Print or Type)

Name: Patrick Doherty
(Print or Type)

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

Title: Director - Regulatory
(Print or Type)

Date: 2/8/13

Date: 2-21-13

PRICING SHEET

EXHIBIT A
CMRS PROVIDER /AT&T
Appendix Pricing

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	MI	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	MI	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	MI	Local Interconnection (Call Transport and Termination) /1/	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00	N/A	N/A	MOU
		/1/ Bill-and-keep								