# **Diamond Williams**

743-TP

From: Cooper, Roberta G [Roberta.G.Cooper@CenturyLink.com]

Sent: Thursday, January 27, 2011 2:15 PM

To: Filings@psc.state.fl.us

Cc: Masterton, Susan S

Subject: Amendment No. 1- Commercial Mobile Radio Services (CMRS) Interconnection Agreement with **Verizon Wireless** 

Attachments: Amendment No 1 CMRS Interconnection Agreement-Verizon Wireless.pdf

Filed on Behalf of: Susan S. Masterton

Senior Counsel CenturyLink 315 S. Calhoun Street, Suite 500 Tallahassee, FL 32301 Telephone: 850/599-1560 Email: susan.masterton@centurylink.com

Docket No. N/A

Title of filina: Amendment No. 1- Commercial Mobile Radio Services (CMRS) Interconnection Agreement with Verizon Wireless

Filed on behalf of: CenturyLink

No of pages: 4

Description: Amendment No. 1- Commercial Mobile Radio Services (CMRS) Interconnection Agreement with Verizon Wireless

# **Roberta Cooper**

Legal Secretary to Susan Masterton and Jeanne Stockman Voice: 850-599-1563 | Fax: 850-224-0794 Email: Roberta.G.Cooper@centurylink.com 315 S. Calhoun Street, Suite 500 | Tallahassee, FL 32301 Mailstop: FLTLHZ0501-5001

LUM		
APA		
ECR		
GCL		
RAD	This e-mail may contain confidential and privileged material for the so	
SSC	the sender and delete all copies of the message.	contract of additionated to receive for the recipienty, please conduct
ADM		DOCUMENT NUMBER DATE
OPC		0.001.0 (M) $0.2$
CLK	Nonnye	00642 JAN 27 =
	1/27/2011	FPSC-COMMISSION CLEFT

FPSC-COMMISSION CLEFT



Susan S. Masterton Senior Counsel FLTLHZ0501-507 315 S. Calhoun St., Suite 500 Tallahassee, FL 32301 Tel: 850.599.1560

January 27, 2011

## VIA E-FILING

Ms. Ann Cole Office of Commission Clerk Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

Re: Amendment No. 1- Commercial Mobile Radio Services (CMRS) Interconnection Agreement with Verizon Wireless Docket No. 10043-TP

Dear Ms. Cole:

Please find enclosed for approval and filing Amendment No.1-CMRS Interconnection Agreement between Embarq Florida, Inc. d/b/a/ CenturyLink and Verizon Wireless. The Agreement was originally filed on August 13, 2001 in Docket No. 011083.

If you have any questions on this matter, please contact my assistant Roberta Cooper at 850-599-1563.

Sincerely,

Shors noth

Susan S. Masterton

cc: Verizon Wireless

DOCUMENT NOMENAL DATE D D 6 4 2 JAN 27 = FPSC-COMMISSION CLERE

110043-TP

### **AMENDMENT NO. 1**

то

## Commercial Mobile Radio Services (CMRS) INTERCONNECTION AGREEMENT

## FOR THE STATE

OF

## FLORIDA

### Verizon Wireless

and

### Embarq Florida, Inc. d/b/a CenturyLink

This Amendment No. 1 is dated and effective on December 23, 2010, by and between the Verizon Wireless entities listed on the signature page ("Verizon Wireless"), a Florida CMRS provider, and Embarq Florida, Inc. d/b/a CenturyLink ("CenturyLink"), a Florida ILEC. In consideration of the terms and conditions contained in this Amendment No. 1, the Parties agree to the following:

### 1. BACKGROUND

- 1.1. Verizon Wireless (then known as PrimeCo Personal Communications, L.P. d/b/a Verizon Wireless) and CenturyLink (then known as Sprint Florida, Inc.) entered into a Commercial Mobile Radio Services Interconnection Agreement dated and effective May 1, 2001, for the state of Florida ("Agreement").
- 1.2. The Parties wish to amend the Agreement as described in this Amendment No. 1.

## 2. AMENDMENTS

- 2.1. The Agreement is amended to include as a Party to the Agreement all entities listed on the signature page of this Amendment No. 1.
- 2.2. Part B, Section 3.3., is deleted and replaced with the following:
- 3.3. Except as provided herein, the Parties agree to provide service to each other under the terms of this Agreement for a period ending December 31, 2011 ("End Date"). After the End Date, either Party may terminate this Agreement upon thirty (30) days written notice.

DOCUMENT NO MORR-CATE

0642 JAN 27 =

FPSC-COMMISSION CLERK

- 2.3. Part B, Section 15.1, is deleted and replaced with the following:
- 15.1. Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person, or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

If to Verizon Wireless:	If to CenturyLink:
Legal Department – Interconnection VERIZON WIRELESS 1300 I Street NW Suite 400 West Washington, D.C. 20005 Tel: 202-589-3756	Director – Contract Management CenturyLink 5454 W. 110 <sup>th</sup> St. KSOPKJ0201-207 Overland Park, KS 66211
With a Copy To:	With a Copy To:
Network Interconnection VERIZON WIRELESS 1120 Sanctuary Parkway Alpharetta, GA 30009 Tel: 770-797-1263	Senior Attorney CenturyLink - External Affairs 5454 W. 110 <sup>th</sup> St. KSOPKJ0701 – 728 Overland Park, KS 66211

- 2.4. The following is added as Part C, sections 1.2.1. & 1.2.2.:
- 1.2.1. In addition to the terms of Section 1.2., if Verizon Wireless has established numbering resources associated with one or more CenturyLink rate centers within a CenturyLink tandem serving area or is porting in one or more CenturyLink rate centers within a CenturyLink tandem serving area, Verizon Wireless agrees to establish a 2A tandem interconnection at such tandems.
- 1.2.2 Verizon Wireless agrees that when mobile-to-land traffic from a particular Verizon Wireless switch to a particular CenturyLink End Office that subtends a third-party tandem exceeds 500,000 minutes of use per month, for three consecutive months, Verizon Wireless will establish a POI at such CenturyLink End Office.
  - 2.5. Part C, Section 4.9.1., is deleted and replaced with the following:
- 4.9.1. Verizon Wireless shall bill CenturyLink based upon 42.8% (30% ÷70%) of the Local Traffic usage amount billed by CenturyLink to Verizon Wireless. This billing arrangement is based on the traffic reviewed by the Parties and assumes that approximately 70% of the total Local Traffic between the Parties is mobile-to-land traffic terminated to CenturyLink and 30% is land-to-mobile traffic terminated to Verizon Wireless.
  - 2.6. Part C, Section 4.12.3., is deleted and replaced with the following:

4.12.3. To the extent that Verizon Wireless does not have the necessary information or capability to bill CenturyLink based upon actual traffic, CenturyLink and Verizon Wireless will allocate the cost of interconnection facilities based upon the same mobile-to-land traffic factor noted in Part C, Section 4.9.1. If the Parties agree to revise the traffic factor noted in Part C, Section 4.9.1., such revised factor shall also apply to this paragraph.

#### 3. GENERAL

- 3.1 Other than as set forth above, the Agreement remains unchanged and in full force and effect.
- 3.2 Except as otherwise indicated, defined terms in the Agreement have the same meaning in this Amendment No. 1.
- 3.3 This Amendment No. 1 is made a part of and incorporates the terms and conditions of the Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Amendment No. 1 to be executed by its duly authorized representatives.

"CenturyLink"

Embarq Florida, Inc. d/b/a CenturyLink

"Verizon Wireless"

Cellco Partnership d/b/a Verizon Wireless

Verizon Wireless of the East LP d/b/a Verizon Wireless By Verizon Wireless of Georgia LLC, Its **General Partner** By Cellco Partnership, Its Sole Member

Verizon Wireless Personal Communications LP d/b/a Verizon Wireless

Munu

By:

Name: Michael R. Hunsucker

12-22-10

Title: Director – Contract Management

Date:

Verizon W Wireless	Vireless Telecom Inc. d/b/a Verizon
By:	
Name:	Hans Leutenegger
Title:	Area Vice President - Network
Date:	12/10/10