

Eric Fryson

120212-TP

From: YANT, ROBYN [rh0582@att.com]
Sent: Friday, August 03, 2012 2:12 PM
To: Filings@psc.state.fl.us
Subject: Amendment: AT&T & New Cingular

Attachments: img-803122922-0001.pdf



img-80312292
001.pdf (505 KI)

-----Original Message-----

From: OMT
Sent: Friday, August 03, 2012 12:29 PM
To: YANT, ROBYN
Subject: Scan from a Xerox WorkCentre

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AT&T Florida
150 South Monroe Street
Suite 400
Tallahassee, FL 32301

T: 850.577.5555
F: 850.222.6640
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August 3, 2012

Mrs. Ann Cole
Director, Division of Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

120212-JP

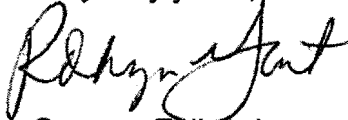
Re: Approval of Amendment to the Interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and New Cingular Wireless PCS, LLC

Dear Mrs. Cole:

Please find enclosed for filing and approval, the original and one copy of BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast Amendment to Interconnection, unbundling, resale and collocation Agreement with New Cingular Wireless PCS, LLC

If you have any questions, please do not hesitate to call Robyn Yant at (850) 577-5551.

Very truly yours,


for Gregory Foltensbee
Executive Director

DOCUMENT NUMBER-DATE

05290 AUG-3 2012

FPSC-COMMISSION CLERK

**Amendment to the Interconnection Agreement
between
New Cingular Wireless PCS, LLC
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,
AT&T Tennessee**

RECITALS

This Amendment (the "Amendment") amends the Agreement by and 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, AT&T Tennessee, hereinafter referred to as "AT&T", and New Cingular Wireless PCS, LLC and the CMRS License Holders ("entities") listed in Exhibit A to the Agreement ("Carrier" or "Cingular"). AT&T and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection Agreement (the "Agreement"), pursuant to 47 U.S.C. 251/252; and

WHEREAS, the list of CMRS License Holders ("entities") in Exhibit A to the Agreement is not current and should be revised to reflect only those entities currently licensed by the FCC; 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 FCC provided that bill-and-keep shall be the default compensation arrangement between the Parties for the exchange of all IntraMTA traffic, and when requested before July 1, 2012, shall become effective July 1, 2012, and that this is to be considered a change of law; and

WHEREAS AT&T Mobility elects to apply a bill-and-keep arrangement to all IntraMTA traffic between the Parties; and

WHEREAS, the Agreement contains a "change of law" provision that authorizes the Parties to amend the Agreement to comport with a change in law; and

WHEREAS, the Parties desire to amend the Agreement to provide for a bill-and-keep arrangement, for the exchange of all Intra-MTA traffic between them, such bill-and-keep arrangement to become effective July 1, 2012;

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

1. The Parties agree to revise Exhibit A to the Agreement to list only the following CMRS License Holders ("entities") as parties to the Agreement:

Alabama

Decatur RSA Limited Partnership

Florida

Orlando SMSA Limited Partnership

Florida RSA no. 2B (Indian River) Limited Partnership

Georgia

Northeastern Georgia RSA Limited Partnership

Georgia RSA No. 3 Limited Partnership

Louisiana

Lafayette MSA Limited Partnership

Acadiana Cellular General Partnership

Louisiana RSA No. 8 Limited Partnership

Houma – Thibodeaux Cellular Partnership

Tennessee

Chattanooga MSA Limited Partnership

2. 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 customer, also referred to as "end user", "customer" or "Customer" of AT&T and Carrier's (Cingular's) customer, also referred to as "end user", "customer" or "Customer". All references to Local Traffic and/or local traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".

3. From July 1, 2012, forward, all IntraMTA traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities shall be exchanged pursuant to a bill-and-keep arrangement, which means that neither Party shall charge the other for the transport and termination of the other Party's traffic.

4. In accordance with the schedule in FCC Order 11-161, effective July 1, 2012, for terminating intrastate or interstate InterMTA Traffic, i.e. non-IntraMTA Traffic, Carrier shall pay a blended rate that consists of the average of AT&T's intrastate and interstate rates for the switched network access service rate elements, on a per minute of use basis, which are set forth in each, AT&T 's Intrastate Access Services Tariff, and Interstate Access Services Tariff, as those tariffs may be amended from time to time. This provision does not apply to transit traffic.
5. The Parties agree to replace the CMRS Local Interconnection Rates (Per Minute of Use) for Type 2A, Type 1 and Type 2B and the Type 2B Surrogate Usage Rates in Attachment B 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, Attachment B shall remain the same.
6. The Parties agree that the terms and conditions of this Agreement shall apply only to CMRS traffic that, at the beginning of the call, originates from or terminates to a wireless handset via the Carrier.
7. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting Carrier's agreement.
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 effective July 1, 2012.
11. This Amendment shall remain effective as long as the Agreement remains effective between the Parties.
12. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.
13. Except as expressly set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect without change.

The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

New Cingular Wireless PCS, LLC, Decatur
RSA Limited Partnership, Orlando SMSA
Limited Partnership, Florida RSA No. 2B
(Indian River) Limited Partnership,
Northeastern Georgia RSA Limited
Partnership, Georgia RSA No. 3 Limited
Partnership, Lafayette MSA Limited
Partnership, Acadiana Cellular General
Partnership Louisiana RSA No. 8 Limited
Partnership, Houma-Thibodeaux Cellular
Partnership, Chattanooga MSA Limited
Partnership

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

By: Sheila Santana
(Name)

Title: Lead Carrier Relations Mgr

Date: 7/2/2012

By: Pat Dolatz
(Name)

Title: Director - Regulatory

Date: 7-11-12

PRICING SHEET

EXHIBIT A
CMRS PROVIDER/JAT&T
Appendix Pricing

| Attachment | State | Product | Rate Element Description | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non-Recurring Charge (NRC) First | Non-Recurring Charge (NRC) Additional | Per Unit |
|------------|-------|--|--|------------------------|-------|------|--------------------------------|----------------------------------|---------------------------------------|--------------|
| W2 | AL | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2A | | | | \$0.00 | | | MOU |
| W2 | AL | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2B | | | | \$0.00 | | | MOU |
| W2 | AL | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 1 | | | | \$0.00 | | | MOU |
| W2 | AL | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF | | MRSSD | | \$0.00 | | | \$/DSO Trunk |
| W2 | AL | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7 | | MRSSE | | \$0.00 | | | \$/DSO Trunk |

| Attachment | State | Product | Rate Element Description | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non-Recurring Charge (NRC) First | Non-Recurring Charge (NRC) Additional | Per Unit |
|------------|-------|--|--|------------------------|-------|------|--------------------------------|----------------------------------|---------------------------------------|--------------|
| W2 | FL | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2A | | | | \$0.00 | | | MOU |
| W2 | FL | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2B | | | | \$0.00 | | | MOU |
| W2 | FL | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 1 | | | | \$0.00 | | | MOU |
| W2 | FL | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF | | MRSSO | | \$0.00 | | | \$/DSO Trunk |
| W2 | FL | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7 | | MRSSE | | \$0.00 | | | \$/DSO Trunk |

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EXHIBIT A
CMRS PROVIDER AT&T
Appendix Pricing

| Attachment | State | Product | Rate Element Description | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non-Recurring Charge (NRC) First | Non-Recurring Charge (NRC) Additional | Per Unit |
|------------|-------|--|--|------------------------|-------|------|--------------------------------|----------------------------------|---------------------------------------|--------------|
| W2 | GA | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2A | | | | \$0.00 | | | MOU |
| W2 | GA | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2B | | | | \$0.00 | | | MOU |
| W2 | GA | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 1 | | | | \$0.00 | | | MOU |
| W2 | GA | LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF | | MRSSD | | \$0.00 | | | \$/DSO Trunk |
| W2 | GA | LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7 | | MRSSE | | \$0.00 | | | \$/DSO Trunk |

| Attachment | State | Product | Rate Element Description | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non-Recurring Charge (NRC) First | Non-Recurring Charge (NRC) Additional | Per Unit |
|------------|-------|--|--|------------------------|-------|------|--------------------------------|----------------------------------|---------------------------------------|--------------|
| W2 | KY | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2A | | | | \$0.00 | | | MOU |
| W2 | KY | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2B | | | | \$0.00 | | | MOU |
| W2 | KY | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 1 | | | | \$0.00 | | | MOU |
| W2 | KY | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF | | MRSSD | | \$0.00 | | | \$/DSO Trunk |
| W2 | KY | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7 | | MRSSE | | \$0.00 | | | \$/DSO Trunk |

PRICING SHEET

| Attachment | State | Product | Rate Element Description | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non-Recurring Charge (NRC) First | Non-Recurring Charge (NRC) Additional | Per Unit |
|------------|-------|--|--|------------------------|-------|------|--------------------------------|----------------------------------|---------------------------------------|--------------|
| W2 | LA | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2A | | | | \$0.00 | | | MOU |
| W2 | LA | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2B | | | | \$0.00 | | | MOU |
| W2 | LA | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 1 | | | | \$0.00 | | | MOU |
| W2 | LA | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF | | MRSSD | | \$0.00 | | | \$/DSO Trunk |
| W2 | LA | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7 | | MRSSE | | \$0.00 | | | \$/DSO Trunk |

| Attachment | State | Product | Rate Element Description | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non-Recurring Charge (NRC) First | Non-Recurring Charge (NRC) Additional | Per Unit |
|------------|-------|--|--|------------------------|-------|------|--------------------------------|----------------------------------|---------------------------------------|--------------|
| W2 | MS | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2A | | | | \$0.00 | | | MOU |
| W2 | MS | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2B | | | | \$0.00 | | | MOU |
| W2 | MS | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 1 | | | | \$0.00 | | | MOU |
| W2 | MS | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF | | MRSSD | | \$0.00 | | | \$/DSO Trunk |
| W2 | MS | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7 | | MRSSE | | \$0.00 | | | \$/DSO Trunk |

PRICING SHEET

| Attachment | State | Product | Rate Element Description | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non-Recurring Charge (NRC) First | Non-Recurring Charge (NRC) Additional | Per Unit |
|------------|-------|--|--|------------------------|-------|------|--------------------------------|----------------------------------|---------------------------------------|--------------|
| W2 | NC | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2A | | | | \$0.00 | | | MOU |
| W2 | NC | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2B | | | | \$0.00 | | | MOU |
| W2 | NC | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 1 | | | | \$0.00 | | | MOU |
| W2 | NC | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF | | MRSSD | | \$0.00 | | | \$/DSO Trunk |
| W2 | NC | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7 | | MRSSE | | \$0.00 | | | \$/DSO Trunk |

| Attachment | State | Product | Rate Element Description | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non-Recurring Charge (NRC) First | Non-Recurring Charge (NRC) Additional | Per Unit |
|------------|-------|--|--|------------------------|-------|------|--------------------------------|----------------------------------|---------------------------------------|--------------|
| W2 | SC | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2A | | | | \$0.00 | | | MOU |
| W2 | SC | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2E | | | | \$0.00 | | | MOU |
| W2 | SC | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 1 | | | | \$0.00 | | | MOU |
| W2 | SC | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF | | MRSSD | | \$0.00 | | | \$/DSO Trunk |
| W2 | SC | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7 | | MRSSE | | \$0.00 | | | \$/DSO Trunk |

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New Cingular Wireless/AT&T
Appendix Pricing

| Attachment | State | Product | Rate Element Description | COS (Class of Service) | USOC | Zone | Monthly Recurring Charge (MRC) | Non-Recuring Charge (NRC) First | Non-Recuring Charge (NRC) Additional | Per Unit |
|------------|-------|--|--|------------------------|-------|------|--------------------------------|---------------------------------|--------------------------------------|--------------|
| W2 | TN | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2A | | | | \$0.00 | | | MOU |
| W2 | TN | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2E | | | | \$0.00 | | | MOU |
| W2 | TN | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 1 | | | | \$0.00 | | | MOU |
| W2 | TN | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF | | MRSSD | | \$0.00 | | | \$/DSO Trunk |
| W2 | TN | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7 | | MRSSE | | \$0.00 | | | \$/DSD Trunk |