

**RUTLEDGE ECENIA**

PROFESSIONAL ASSOCIATION  
ATTORNEYS AND COUNSELORS AT LAW

MICHAEL J. BARRY  
STEPHEN A. ECENIA  
RICHARD M. ELLIS  
DIANA M. FERGUSON  
MARTIN P. McDONNELL  
J. STEPHEN MENTON  
R. DAVID PRESCOTT

POST OFFICE BOX 551, 32302-0551  
119 SOUTH MONROE STREET, SUITE 202  
TALLAHASSEE, FLORIDA 32301-1841

TELEPHONE (850) 681-6788  
TELECOPIER (850) 681-6515

October 8, 2012

MARSHA E. RULE  
GARY R. RUTLEDGE  
MAGGIE M. SCHULTZ  
GABRIEL F.V. WARREN  
GOVERNMENTAL CONSULTANT  
JONATHAN M. COSTELLO  
OF COUNSEL  
HAROLD F. X. PURNELL

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

120257-TP

RECEIVED-PPSC  
12 OCT 12 AM 9:51  
COMMISSION  
CLERK

Re: Amendment to the Interconnection Agreement between Verizon Wireless  
and Northeast Florida Telephone Company d/b/a NEFCOM

Dear Ms. Cole:

Please find enclosed for filing and approval, two copies of the Amendment to the  
Interconnection Agreement between Verizon Wireless and Northeast Florida Telephone  
Company d/b/a/ NEFCOM.

The underlying docket is 060381-TP on August 7, 2006.

If you have any questions please do not hesitate to contact me at the above telephone  
number.

Very truly yours,



Martin P. McDonnell, Esq.

MPM/vp  
Enclosures

COM \_\_\_\_\_  
AFD \_\_\_\_\_  
APA \_\_\_\_\_  
ECO \_\_\_\_\_  
ENG \_\_\_\_\_  
GCL \_\_\_\_\_  
IDM \_\_\_\_\_  
TEL \_\_\_\_\_  
CLK \_\_\_\_\_

DOCUMENT NUMBER-DATE

06921 OCT 12 02

FPSC-COMMISSION CLERK

**Amendment to the Interconnection Agreement between Verizon Wireless and Northeast Florida Telephone Co. (NEFCOM)**

This is an Amendment ("Amendment") to the Interconnection Agreement between the Verizon Wireless entities listed on the signature page of this Amendment, individually and collectively d/b/a Verizon Wireless ("VERIZON WIRELESS"), and Northeast Florida Telephone Company ("NEFCOM" or "ILEC"), jointly the "Parties".

**RECITALS**

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection Agreement effective April 29, 2005 as approved by the Florida Public Service Commission in Docket No. 060381-TP, pursuant to 47 U.S.C. 251/252; and

WHEREAS, as of January 9, 2009, Cellco Partnership d/b/a Verizon Wireless acquired Alltel Corporation and its subsidiaries including Alltel Communications, LLC; and

WHEREAS, the Federal Communications Commission, in an order released November 18, 2011, has provided that bill-and-keep shall be the default compensation arrangement between the Parties for the exchange of all Intra-MTA traffic, and that this is to be considered a change of law; and

WHEREAS, the Federal Communications Commission, in an order released December 23, 2011, has provided that such bill-and-keep arrangements, when requested before July 1, 2012, shall become effective July 1, 2012; and

WHEREAS VERIZON WIRELESS elects to apply a bill-and-keep arrangement to all Intra-MTA 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. From July 1, 2012, forward, all Intra-MTA Traffic exchanged between ILEC and VERIZON WIRELESS shall be compensated pursuant to bill and keep rates, which means that the parties will charge each other \$0.00 per minute of use ("bill and keep") for transporting and terminating such traffic pursuant to the Agreement.
2. In the event the provisions of the FCC Order of November 18, 2011, as modified by the FCC Order of December 23, 2011, and the rules implementing these orders with respect to

DOCUMENT NUMBER

06921 OCT 12 2012

FPSC-COMMISSION CLERK

imposing bill-and-keep compensation for non-access (intraMTA) telecommunications traffic terminating after July 1, 2012, are reversed by a final decision of a Court of competent jurisdiction, that decision shall be treated as a subsequent change of law and incorporated into the provisions of the Agreement.

3. This Amendment shall be effective July 1, 2012.
4. This Amendment shall remain effective as long as the Agreement remains effective between the Parties, subject to future changes of law.
5. 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.
6. Except as expressly set forth herein, the 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.

**Alltel Communications, LLC d/b/a  
Verizon Wireless**

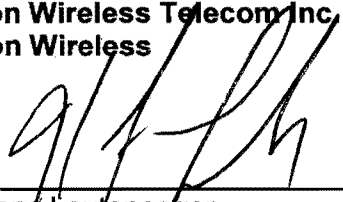
**NEFCOM**

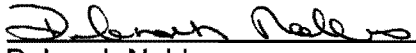
**Cellco Partnership d/b/a Verizon  
Wireless**

**Verizon Wireless of the East LP d/b/a  
Verizon Wireless**  
By: Cellco Partnership, Its General  
Partner

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

**Verizon Wireless Telecom Inc, d/b/a  
Verizon Wireless**

By:   
Hans Leutenegger

<sup>SM</sup> By:   
Deborah Nobles

Title: Area Vice President, Network

Title: Vice President Regulatory Affairs

Date: 9/21/12

Date: September 13, 2012