

Eric Fryson

130017-TP

From: Mark Ozanick [maozanick@jsitel.com]
Sent: Thursday, January 10, 2013 10:42 AM
To: Filings@psc.state.fl.us
Subject: ICA amendment between Smart City and T-Mobile
Attachments: Smart City (FL) - T-Mobile - Amend1 - final-sp.pdf

Mark A. Ozanick, Staff Consultant
John Staurulakis, Inc. (JSI)
6849 Peachtree-Dunwoody Road
Building B-3, Suite 200
Atlanta, GA 30328-1610
770-569-2105 (O)
770-410-1608 (F)

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1/10/2013

DOCUMENT NUMBER DATE

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FPSC-COMMISSION CLERK



ANNIVERSARY

6849 Peachtree-Dunwoody Road
Bldg. B-3, Suite 200
Atlanta, Georgia 30328-1610
phone: 770-569-2105, fax: 770-410-1608
internet: www.jsitel.com, e-mail: jsitel@jsitel.com

January 10, 2013

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

130017-TP

Re: Approval of the Amendment to the Wireless Interconnection and Reciprocal Compensation Agreement Negotiated by and between Smart City Telecommunications LLC d/b/a Smart City Telecom and T-Mobile South LLC Pursuant to Sections 251(a) and 251(b)(5) of the Telecommunications Act of 1996

Dear Ms. Cole:

Attached for filing is an Amendment to the Wireless Interconnection and Reciprocal Compensation Agreement negotiated by and between Smart City Telecommunications LLC d/b/a Smart City Telecom ("Smart City") and T-Mobile South LLC ("T-Mobile"). Both Parties respectfully request that the Amendment be reviewed and considered for approval at the Commission's earliest convenience.

John Staurulakis, Inc. is filing the attached Amendment on behalf of Smart City and would appreciate that you file the same.

Thank you for your assistance in this matter.

Sincerely,

s/ Mark A. Ozanick

Mark A. Ozanick, Staff Consultant
John Staurulakis, Inc.

cc: Lynn B. Hall, Smart City Telecom
Jill Mounsey, T-Mobile USA

AMENDMENT NUMBER DATE

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FPSC-COMMISSION CLERK

Headquarters: 7852 Walker Drive, Suite 200
Greenbelt, MD 20770
phone: 301-459-7590, fax: 301-577-5575

Eagandale Corporate Center, Suite 310
1380 Corporate Center Curve, Eagan, MN 55121
phone: 651-452-2660, fax: 651-452-1909

Echelon Building II, Suite 200
9430 Research Blvd., Austin, TX 78759
phone: 512-338-0473, fax: 512-346-0822

547 South Oakview Lane
Bountiful, UT 84010
phone: 801-294-4576, fax: 801-294-5124

**AMENDMENT NO. 1
TO THE WIRELESS INTERCONNECTION AND
RECIPROCAL COMPENSATION AGREEMENT
BY AND BETWEEN
SMART CITY TELECOMMUNICATIONS LLC D/B/A SMART CITY TELECOM AND
T-MOBILE SOUTH LLC, AS SUCCESSOR IN INTEREST TO T-MOBILE USA, INC.**

This is an Amendment (“Amendment”) to the Wireless Interconnection and Reciprocal Compensation Agreement by and between Smart City Telecommunications LLC d/b/a Smart City Telecom (“Smart City”) and T-Mobile South LLC, successor in interest to T-Mobile USA, Inc. (“T-Mobile”), jointly the “Parties.”

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into a Wireless Interconnection and Reciprocal Compensation Agreement (“Original Agreement”), pursuant to 47 U.S.C. §§251 and 252, effective April 29, 2005; and

WHEREAS, On November 18, 2011, the Federal Communications Commission (“FCC”) issued a Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208 as amended (the “USF/ICC Transformation Order”); and

WHEREAS, the Original Agreement contains a “change in law” provision that authorizes the Parties to amend the Agreement to comport with a change in law.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

A. Definitions

1. “Bill-and-Keep” arrangements are those in which carriers exchanging telecommunications traffic do not charge each other for specific transport and/or termination functions or services as defined in 47 C.F.R. §51.713.
2. “InterMTA Traffic” means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area (“MTA”), as defined in 47 C.F.R. §24.202(a), and terminates in another MTA.
3. “Non-Access Telecommunications Traffic” (intraMTA Traffic) means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same MTA. ”

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B. Amendment Terms

1. The Parties amend their Agreement by replacing all references in the Agreement to “Telecommunications Traffic,” “Local Traffic,” and “IntraMTA Traffic” with the term “Non-Access Telecommunications Traffic.” Pursuant to the FCC’s USF/ICC Transformation Order, effective for traffic exchanged on and after July 1, 2012, Bill-and-Keep shall be the compensation methodology for Non-Access Telecommunications Traffic exchanged between Smart City and T-Mobile.
2. In the event of a judicial stay or court-ordered vacatur of the FCC’s USF/ICC Transformation Order that change reciprocal compensation rules for Non-Access Telecommunications Traffic, the Parties agree to comply with and adhere to the requirements of such judicial stay or court-ordered vacatur.
3. InterMTA Traffic - The Parties agree that traffic that is directly or indirectly delivered, may be rated and recorded as IntraMTA Traffic, but may have originated and terminated in different MTAs and therefore, is InterMTA Traffic subject to switched access compensation.
 - 3.1 Recognizing that neither Party currently has a way of accurately measuring this InterMTA Traffic, the Parties agree, for the purposes of this Amendment, to maintain the existing InterMTA Factor at this time. The Parties agree to work cooperatively to conduct traffic studies within six (6) months of the effective date of this Amendment to establish a new InterMTA Factor.
 - 3.2 Further, the Parties agree that this Amendment is intended primarily for the exchange of IntraMTA Traffic. Because of the mobile nature of T-Mobile’s customers, the Parties acknowledge that a *de minimus* amount of InterMTA Traffic can be delivered directly over the interconnection trunks or indirectly via the third party tandem; however, excessive or unreasonable amounts of other identifiable InterMTA Traffic shall not be delivered in this manner and shall not be common practice.
 - 3.3 The Parties agree to review the InterMTA Factor on a periodic basis and, if warranted by the actual usage, revise the factor appropriately. Both Parties shall cooperate in exchanging necessary records and information required to conduct such reviews. Once the new InterMTA Factor is established, each Party shall only have the right to conduct a review of the InterMTA Factor no more than one time in a consecutive 12-month period.
4. In accordance with FCC Rule 47 C.F.R. §51.709(c) for Non-Access Telecommunications Traffic exchanged between Smart City, as and only as an interstate rate-of-return regulated rural telephone company, and T-Mobile, Smart City will be responsible for transport to T-Mobile’s interconnection point when it is located within Smart City’s service area. When T-Mobile’s interconnection point is located outside Smart City’s

service area, Smart City’s transport and provisioning obligation stops at its meet point and T-Mobile is responsible for the remaining transport to its interconnection point (the “Rural Transport Rule”).

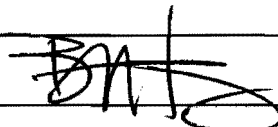
5. Call Signaling. The Calling Party Number (“CPN”) associated with the End-User Customer originating the call must be provided as required by FCC rules (47 C.F.R. §64.1601). The CPN shall not be altered. The CPN will be provided by each Party in conjunction with all traffic it exchanges to the extent required by industry standards and FCC rules. The CPN follows the North American Numbering Plan Administration (“NANPA”) standards and can be identified in numbering databases and the LERG as an active number. The CPN is assigned to an active End-User. Signaling information shall be shared between the Parties at no charge to either Party.
6. Updated Contacts –

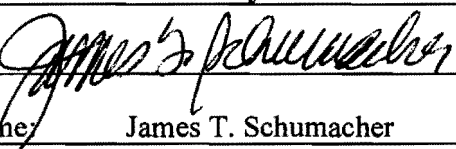
<p>Smart City Telecommunications LLC d/b/a Smart City Telecom</p> <p><u>For Official Notices:</u></p> <p>Lynn B. Hall Director - Contracts Smart City Telecom P.O. Box 22555 3100 Bonnet Creek Rd. (Overnight only) Lake Buena Vista, FL 32830-2555 Office: (407) 828-6730 Facsimile: (407) 828-6650 Email: lbhall@smartcity.com</p> <p><u>For Billing:</u></p> <p>Thomas Thum Carrier Analyst Smart City Telecom P.O. Box 22555 3100 Bonnet Creek Rd. (Overnight only) Lake Buena Vista, FL 32830-2555 Office: (407) 828-6698 Facsimile: (407) 828-6871 Email: tthum@smartcity.com</p>	<p>T-Mobile</p> <p><u>For Official Notices:</u></p> <p>Carrier Management T-Mobile South LLC 12920 SE 38th Street Bellevue, WA 98006</p> <p>General Counsel T-Mobile South LLC 12920 SE 38th Street Bellevue, WA 98006</p> <p><u>For Billing:</u></p> <p>T-Mobile – Media Processing Center P.O. Box 982245 El Paso, TX 79998-2245</p>
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7. This Amendment shall be effective July 1, 2012.

8. This Amendment shall remain effective as long as the Original Agreement remains effective between the Parties, subject to future changes in law.
9. 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.
10. Except as expressly set forth herein, the terms and conditions of the Original Agreement shall remain in full force and effect without change.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

T-Mobile South LLC	
By:	
Name:	Bryan Fleming
Title:	V.P. Technical Systems & Business Operations
Date:	12/7/12

Smart City Telecommunications LLC d/b/a Smart City Telecom	
By:	
Name:	James T. Schumacher
Title:	Vice President - Finance
Date:	12/17/12

T-Mobile Legal Approval By:  2012.11.30
15:24:50 -06'00'