

**Shawna Senko**

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**From:** YANT, ROBYN <rh0582@att.com>  
**Sent:** Friday, August 09, 2013 4:46 PM  
**To:** Filings@psc.state.fl.us  
**Subject:** Amendment filing  
**Attachments:** img-809165102-0001.pdf

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

From: OMT  
Sent: Friday, August 09, 2013 4:51 PM  
To: YANT, ROBYN  
Subject: Scan from a Xerox WorkCentre

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre.

Number of Images: 4  
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August 9, 2013

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

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 MetroPCS Networks Florida, LLC

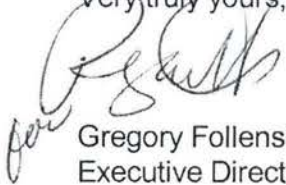
Dear Mrs. Cole:

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 MetroPCS Networks Florida. LLC

The underlying agreement was filed on August 8, 2013 in docket 130214-TP.

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

Very truly yours,

  
for Gregory Follensbee  
Executive Director

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
METROPCS NETWORKS FLORIDA, LLC  
AND  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA**

This Amendment (the "Amendment") amends the Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T Florida, hereinafter referred to as "AT&T", previously known as BellSouth and MetroPCS Networks Florida, LLC ("Carrier", previously known as Royal Street Communications Florida, LLC, Royal Street Communications, LLC and Royal Street). 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 Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), effective May 30, 2006 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:

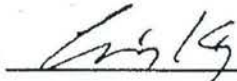
"IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the End User, end user, Customer or customer of AT&T and the Carrier's End User, end user, Customer or customer. All references to Local Traffic and/or local traffic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

2. Effective July 1, 2012, the Parties shall 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. This provision does not apply to transit traffic.
3. The Parties agree to replace the CMRS Local Interconnection Rates Per Minute of Use and Surrogate Usage Rates for Type 2A, Type 1 and Type 2B 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.
4. 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.
5. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting Carrier's agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. 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.

8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
9. 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 ("Amendment Effective Date").

MetroPCS Networks Florida, LLC

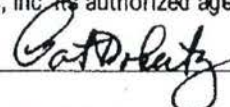
Signature: 

Name: Chris Kling  
(Print or Type)

Title: Manager, Carrier Relations  
(Print or Type)

Date: 1-21-2013

BellSouth Telecommunications, LLC d/b/a AT&T Florida, by  
AT&T Services, Inc. its authorized agent

Signature: 

Name: Patrick Doherty  
(Print or Type)

Title: Director - Regulatory  
(Print or Type)

Date: 1-28-13