



July 1, 2014

VIA E-FILING

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

Re: ICC Bill and Keep Amendment –Interconnection Agreement between Embarq Florida, Inc. d/b/a CenturyLink (f/k/a Sprint Florida, Inc.) and Telepak, Inc. d/b/a Cellular South (n/k/a Cellular South Licenses, Inc., LLC, a wholly owned subsidiary of Cellular South, Inc.)

Dear Ms. Stauffer:

Please find enclosed for approval and filing an ICC Bill and Keep Amendment to the Interconnection Agreement between Embarq Florida, Inc. d/b/a CenturyLink (f/k/a Sprint Florida, Inc.) and Telepak, Inc. d/b/a Cellular South (n/k/a Cellular South Licenses, Inc., LLC, a wholly owned subsidiary of Cellular South, Inc.).

The Interconnection Agreement was originally filed on December 8, 2000 in Docket No. 001772. If you have any questions on this matter, please contact my assistant Roberta Cooper at 850-599-1563.

Sincerely,

/s/ Susan S. Masterton
Susan S. Masterton

cc: Telepak, Inc. d/b/a Cellular South (n/k/a Cellular South Licenses, Inc., LLC, a wholly owned subsidiary of Cellular South, Inc.)

SUSAN S. MASTERTON
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**ICC Bill and Keep Amendment
to the Interconnection and Reciprocal Compensation Agreement between**

**Sprint-Florida, Incorporated
NKA
Embarq, Florida, Inc., dba CenturyLink**

and

**Telpak, Inc. (d.b.a. Cellular South)
NKA
Cellular South Licenses, Inc., LLC, a wholly owned subsidiary of Cellular South, Inc.**

This Amendment ("Amendment") is to the Interconnection and Reciprocal Compensation Agreement between Sprint-Florida, Incorporated NKA Embarq, Florida Inc., dba Centurylink

("CenturyLink") and Telpak, Inc. (d.b.a. Cellular South) KNA **Cellular South Licenses, LLC (formerly Cellular South Licenses, Inc.), a wholly owned subsidiary of Cellular South, Inc.** ("CMRS") (collectively, the "Parties")

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement for service in the State of Florida in 2000 that was approved by the Commission; and

WHEREAS, the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing an Unified Inter-carrier Compensation Regime*, has issued orders that changed the current state of applicable law with respect to, among other things, requirements surrounding the exchange of traffic between CMRS providers and LECs ("FCC Orders" or "Orders"); and

WHEREAS, CMRS has requested to amend the Agreement based on the FCC Orders; and

WHEREAS, the Parties agree to amend the Agreement based on the FCC Orders with the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of 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

The Agreement is hereby amended by adding terms, conditions, and rates as set forth in this Amendment and Attachment 1, attached hereto and incorporated herein by this reference.

By signature on this Amendment, CMRS has elected to modify existing contract terms in order to implement the applicable provisions of the above mentioned FCC Orders.

Effective Date

This Amendment shall become effective on the date of Commission approval; however, the Parties agree to implement the provisions of this Amendment effective May 22, 2014.

Further Amendments


Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

Entire Agreement

Other than the publicly filed Agreement and its Amendments, CenturyLink and CMRS have no agreement or understanding, written or oral, relating to the terms and conditions for interconnection.

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

Telpak, Inc. (d.b.a Cellular South)
NKA
Cellular South Licenses, LLC
By: Cellular South, Inc., its sole Member

DocuSigned by:

17CB543ED9B040B...

Signature

Ben Pace

Name Printed/Typed


CFO

Title

5/23/2014

Date

Sprint-Florida, Incorporated
NKA
Embarq, Florida, Inc., d/b/a CenturyLink

05E9FC68BD57454...

DocuSigned By: L. T. Christensen

Signature

L. T. Christensen

Name Printed/Typed

Director – Wholesale Contracts

Title

5/27/2014

Date

Attachment 1

Notwithstanding anything set forth in the Agreement to the contrary, the following terms and provisions shall govern the exchange of Non-Access Telecommunications Traffic, as defined in the Order, between the Parties.

1. General

- 1.1. Bill and Keep shall mean the originating Party has no obligation to pay terminating charges to the terminating Party.
- 1.2. Non-Access Telecommunications Traffic shall have the meaning set forth in 47 CFR §51.701(b)(2): telecommunications traffic exchanged between CenturyTel and CMRS (originating from or terminating to an end user of CMRS) that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in 47 CFR § 24.202(a).
- 1.3. Pursuant to ¶1006 of the Order, the Parties agree that this Amendment only applies to calls that are initiated by or terminated to CMRS in its capacity as a CMRS provider. The re-origination of a call originated by a non-CMRS provider over a wireless link in the middle of the call path does not convert a wireline-originated call into a CMRS-originated call for purposes of reciprocal compensation.
- 1.4. All other terms not otherwise defined in this Amendment are as defined in the Agreement.

2. Inter-carrier Compensation.

- 2.1. Bill and Keep shall apply to the exchange of Non-Access Telecommunications Traffic, solely when such traffic is originated by the end users of one Party and terminates to the end users of the other Party (i.e., excludes Transit Traffic, which shall continue to be charged at the same rates in effect prior to this Amendment, irrespective of whether such rate for Transit Traffic have been expressed in terms of billing elements which are otherwise adjusted for purposes of terminating compensation, as referred to below, except the Transit Traffic rate shall no longer include the rate components, if any, that expressly reference the “appropriate interstate tariff”). This compensation arrangement shall supersede any previous usage-based terminating charges of:
 - 2.1.1. End Office Switching, Tandem Switching and/or Common Transport charges or
 - 2.1.2. Any “FCC Opt-In Compensation” or equivalent charges assessed in accordance with the interim rates previously prescribed pursuant to the *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 and subsequent orders of the FCC.
- 2.2. Tandem Management.
 - 2.2.1. When Transit Traffic originated by a rural rate-of-return LEC is routed from such LECs meet point with the CenturyLink network through a CenturyLink tandem to the CMRS Point of

Interconnection on the CenturyLink network, and the rate-of-return LEC is not legally obligated to compensate CenturyLink for the Transit Service provided in transporting the traffic to Cellular South as a result of paragraph 999 of the FCC Order, then CMRS upon notice from CenturyLink (which notice will be given within a reasonable time after CenturyLink receives notice from such Rural LEC) will either:

2.2.1.1. Establish direct interconnection with such Rural LEC; or

2.2.1.2 Pay the Transit Charges billed by CenturyLink to Cellular South for such traffic, subject to the payment and billing dispute provisions of the Agreement.

2.2.2 When CenturyLink bills CMRS Transit Charges regarding a rate-of-return ILEC's originated Transit Traffic under Section 2.2.1 above, CenturyLink shall provide sufficient detail to identify the particular rate-of-return ILEC that originated the traffic, and the total volume of such traffic for the period of time being billed. CenturyLink shall cooperate in providing any information requested by CMRS, including but not limited to call detail records, necessary to verify Transit Traffic bills rendered by CenturyLink for Rural LEC originating traffic.

3. Reservation of Rights. This amendment shall remain effective as long as the Agreement remains effective between the Parties. Notwithstanding the foregoing, if as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, the FCC Orders regarding the bill-and-keep arrangements for Non-Access Telecommunications Traffic within the scope of 47 C.F.R. § 51.701(b)(2) are reversed, modified or remanded, then the Parties agree to comply with all requirements of the applicable decision, order or determination. If the order vacates or declares void any portion of the FCC Order addressed in this Amendment, then the Parties agree that this Amendment shall be amended to delete such provision(s). In addition, the Parties will work cooperatively to implement any rulings of the court and the FCC with regard to retroactive effect of any such decision, order or determination.