



Sally Briar
Area Manager-Regulatory Relations

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May 24, 2024

Adam J. Teitzman
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Approval of Amendment to Interconnection Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and DISH Wireless L.L.C. ("CMRS provider")

Mr. Teitzman:

Please find attached for filing and approval the amendment to the Interconnection Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and CMRS provider.. The underlying agreement was filed on April 21, 2021 in Docket Number 20210086-TP.

Please contact me if you have any questions regarding this filing.

Sincerely,

A handwritten signature in cursive script that reads "Sally Briar".

Sally Briar
Area Manager-Regulatory Relations

Attachment

AMENDMENT

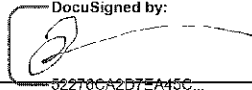
BETWEEN

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 AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

DISH WIRELESS L.L.C.

DocuSigned by:



Signature: _____

Signature: eSigned - Kristen E. Shore

Name: Jeff McSchooler
(Print or Type)

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: EVP, Wireless Network Eng/Ops
(Print or Type)

Title: Kristen E. Shore
(Print or Type)

Date: 3/29/2024

Date: 12 Apr 2024

DISH Wireless L.L.C.

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, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

**AMENDMENT TO THE AGREEMENT
BETWEEN
DISH WIRELESS L.L.C.
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 AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Two-Way CMRS Interconnection 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 and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T") and DISH Wireless L.L.C. ("WSP"). AT&T and WSP are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and WSP are parties to the Two-Way CMRS Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS) dated April 13, 2021, and as subsequently amended (the "Agreement"); and

WHEREAS, AT&T and WSP desire to modify certain rates, terms, and conditions in the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain Schedules, Exhibits and Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. Replace Section 2.2 of Attachment 02 – Network Interconnection from the Agreement with the following:

2.2 Point Of Interconnection ("POI") Options:

2.2.1 WSP and AT&T-21STATE shall mutually agree on a POI for each Facility that has Trunks that are used to carry traffic between their respective networks. For avoidance of doubt, there will be multiple POIs in a LATA to which WSP must deliver traffic to AT&T-21STATE, unless there is only one tandem in the LATA. The location of POIs will be as follows:

2.2.1.1 For WSP mobile-to-land traffic to AT&T-21STATE, there will be a POI will be at each AT&T-21STATE tandem in the LATA;

2.2.1.2 For AT&T-21STATE land-to-mobile traffic to WSP, the POI will be at WSP's office; or

2.2.1.3 Any other mutually agreeable location.

- 2.2.2 A POI shall not be located across a LATA boundary, nor outside of AT&T-21STATE's franchise service area.
3. Replace Section 2.3.5 of Attachment 02 – Network Interconnection from the Agreement with the following:
- 2.3.5 AT&T-21STATE shall not have dedicated transport obligations for, nor shall it have any obligation to share the cost of, Facilities between the Parties' networks that either cross a LATA boundary, or that are outside of the AT&T-21STATE franchise service area, and in addition, for AT&T-12STATE, AT&T shall not have any obligation to share the cost of Facilities between the party's networks that are greater than fourteen (14) miles from the AT&T-12STATE Central Office Switch (or outside the state's defined local calling area, whichever is lesser) where the Facility connection is established.
4. Replace Section 2.3.6 of Attachment 02 – Network Interconnection from the Agreement with the following:
- 2.3.6 When WSP uses DS-1 Facilities provided by AT&T-21STATE to deliver traffic from its network and such DS-1 Facilities are (a) dedicated to the transmission of Authorized Services traffic between the Parties' networks, and (b) are shared by the Parties, then the proportionate share of the cost of the Facilities for each Party shall be as provided below. If WSP obtains such Facilities from a Third Party, nothing herein shall obligate AT&T-21STATE to reimburse WSP for those Facilities.
- 2.3.6.1 The Parties' use of shared Facilities, as described above, is reflected in the Shared Facility Factor listed in the Pricing Sheets attached hereto. The Shared Facility Factor is a percentage equal to the amount of all IntraMTA Traffic originated on AT&T-12STATE's network, in the state, compared to the amount of all traffic, including Third Party Traffic, transported over the shared Facilities, in the state. All traffic will be based on Conversation MOUs, and is measured in total conversation time seconds, which is totaled at a state level, for the monthly billing cycle, and then rounded up to the next whole minute.
- 2.3.6.2 When WSP delivers Interconnection traffic originating on its network through Facilities and/or Trunks provided by AT&T-12STATE, WSP shall pay AT&T-12STATE for its share of the cost of such Facilities and/or Trunks, utilizing the Shared Facility Factor set forth in the Pricing Sheets attached hereto. The Shared Facility Factor represents AT&T-12STATE's share of the costs; provided, however, that either Party may submit to the other Party a reasonably accurate and complete traffic study, or any other reasonable estimate of its traffic, with supporting justification for such estimate, and/or other network information that is reasonable to rely upon ("Shared Facility Information") that the Parties will use to negotiate, in good faith, a different WSP-specific Shared Facility Factor. The Shared Facility Information must be WSP-specific and relate to WSP's network in the state; it shall not be based on industry average data or the data of other Telecommunications Carriers. Once a new Shared Facility Factor has been negotiated and agreed upon, the Parties agree to file an Amendment to this Agreement with the Commission to reflect such factor within thirty (30) days of reaching agreement on the new Shared Facility Factor. Renegotiation of the WSP-specific Shared Facility Factor shall occur no more frequently than once every twelve (12) months.
- 2.3.6.3 AT&T SOUTHEAST REGION 9-STATE agrees to share proportionally in the recurring costs of any shared Facilities purchased by WSP from the applicable tariffs. AT&T SOUTHEAST REGION 9-STATE's proportionate use of the Facilities is equal to the amount of all IntraMTA Traffic originated on AT&T SOUTHEAST REGION 9-STATE's network in the state, compared to the amount of all traffic exchanged between the Parties in the state. AT&T SOUTHEAST REGION 9-STATE will calculate and provide this Shared Facility Factor, and the actual traffic usage used to develop those factors, to WSP on an annual basis.
- 2.3.6.4 After the Parties have been exchanging traffic over the Facilities for at least ninety (90) days, AT&T SOUTHEAST REGION 9-STATE will provide to WSP, on an annual basis, a percentage, representing AT&T SOUTHEAST REGION 9-STATE's proportionate share of the Facilities. WSP agrees to utilize the Shared Facility Factor provided by AT&T SOUTHEAST REGION 9-STATE that represents the percent IntraMTA Traffic originated by AT&T SOUTHEAST REGION 9-STATE and terminated to WSP over a shared two-way local interconnection Facility and/or trunks. If WSP disagrees with the Shared Facility Factor provided by AT&T, WSP may submit to AT&T SOUTHEAST REGION 9-STATE a reasonably accurate and complete traffic study, or any other reasonable estimate of its traffic, with supporting justification for such estimate,

and/or other network information that is reasonable to rely upon (“Shared Facility Information”) that the Parties will use to negotiate, in good faith, the appropriate WSP-specific Shared Facility Factor. The Shared Facility Information must be WSP-specific and relate to WSP’s network in the state; it shall not be based on industry average data or the data of other Telecommunications Carriers. To determine the Shared Facility Factor charges owed by AT&T SOUTHEAST REGION 9-STATE to WSP, such Shared Facility Factor will be applied by WSP against the two-way local interconnection Facility and/or trunks charges billed by AT&T SOUTHEAST REGION 9-STATE to WSP. Any resulting changes to the Shared Facility Factor will be applied on a prospective basis.

2.3.6.5 AT&T SOUTHEAST REGION 9-STATE will bill WSP for the cost of the Facility. WSP will then apply AT&T SOUTHEAST REGION 9-STATE’s Facility percentage to the cost of the Facility to determine the amount WSP shall bill AT&T SOUTHEAST REGION 9-STATE. Until the Parties have been exchanging traffic for at least ninety (90) days and a Shared Facility Factor has been determined, the Parties will use a 20/80 WSP/AT&T SOUTHEAST REGION 9-STATE Shared Facility Factor. The WSP will be responsible for twenty percent (20%) of the cost of the Facility prior to the completion of a traffic study.

2.3.6.6 The Parties agree to mutually reconcile the billing to reflect the proper Shared Facility Factor application to the cost of the Facilities via the process defined in 2.3.6.5 or alternative billing and/or reconciliation process as mutually agreed.

5. Replace Section 3.3.3 of Attachment 02 – Network Interconnection from the Agreement with the following:

3.3.3 WSP shall trunk to all AT&T-21STATE Tandems in each LATA from each MSC where WSP offers Authorized Services, or in the event WSP has no MSC in the LATA, from WSP’s designated POI(s) within the LATA. For avoidance of doubt, WSP will need to provide a Facility to each AT&T-21STATE tandem in order to fulfil the aforementioned trunk obligations.

6. Replace the Pricing Sheets from the Agreement in its entirety with the following Pricing Sheets attached as Exhibit A.

7. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting WSP’s agreement.

8. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

9. 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.

10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

11. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

12. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

13. The effective date of this Amendment shall be as of the date filed with each State Commission.

PRICING SHEETS

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
5	FL	911 PBX LOCATE	911 PBX Locate Database Capability - Service Establishment per CLEC per End User Account	9PBDC	9PBEU			1,820.00		per CLEC per End User Account
5	FL	911 PBX LOCATE	911 PBX Locate Database Capability - Changes to TN Range or Customer Profile	9PBDC	9PBTN			182.14		
5	FL	911 PBX LOCATE	911 PBX Locate Database Capability - Per Telephone Number (Monthly)	9PBDC	9PBMM		0.07			telephone number
5	FL	911 PBX LOCATE	911 PBX Locate Database Capability - Change Company (Service Provider) ID	9PBDC	9PBPC			534.66		
5	FL	911 PBX LOCATE	911 PBX Locate Database Capability - PBX Locate Service Support per CLEC (Monthly)	9PBDC	9PBMR		178.80			CLEC
5	FL	911 PBX LOCATE	911 PBX Locate Database Capability - Service Order Charge	9PBDC	9PBSC			11.90		
W2	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Section 251(b)(5) Calls Transport and Termination - Type 2A				0.00			\$/conversation MOU
W2	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Section 251(b)(5) Calls Transport and Termination - Type 2B				0.00			\$/conversation MOU
W2	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Section 251(b)(5) Calls Transport and Termination - Type 1				0.00			\$/conversation MOU
W2	FL	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	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
W2	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Shared Facility Factor				AT&T to WSP 80%/WSP to AT&T 20%			
W2	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Terminating InterState/IntraState InterMTA Traffic Rate				0.00			\$/conversation MOU
W2	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Onginating Landline to WSP InterMTA Traffic Rate				0.011874			\$/conversation MOU
W2	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Onginating Landline to WSP InterMTA Traffic Percent				6%			