

**BELLSOUTH**

**ORIGINAL**

**BellSouth Telecommunications, Inc.**

Suite 400  
150 South Monroe Street  
Tallahassee, FL 32301-1556

marshall.criser@bellsouth.com

**Marshall M. Criser III**  
Vice President  
Regulatory & External Affairs

850 224 7798  
Fax 850 224 5073

RECEIVED FPSC  
MARCH 12 PM 12:35  
COMMISSION CLERK

March 11, 2002

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

020222-TP

Re: Approval of Amendment to the CMRS Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and PrimeCo Personal Communications, LP pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and PrimeCo Personal Communications, LP are submitting to the Florida Public Service Commission an amendment to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to PrimeCo Personal Communications, LP. The initial agreement between the companies was filed in 970488-TP, on April 23, 1997, and was deemed effective by Order No. PSC-97-0920-FOF-TP on August 4, 1997.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting this amendment to the negotiated agreement between BellSouth and PrimeCo Personal Communications, LP within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties agree that neither of these reasons exists as to the agreement they have negotiated and therefore, as such this amendment should be deemed effective by operation of law on June 11, 2002.

Very truly yours,

*Marshall M. Criser III*

Regulatory Vice President

(LA)

RECEIVED & FILED  
*RJM*  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE  
02855 MAR 12 02  
FPSC-COMMISSION CLERK

**ATTACHMENT TO TRANSMITTAL LETTER**

The Agreement entered into by and between PrimeCo Personal Communications, L.P. and BellSouth Telecommunications, Inc., dated June 14, 2001 for the state(s) of AL, FL, GA, KY, and LA consists of the following:

ITEM	NO. PAGES
Amendment to the IA	7
TOTAL	7

04/03/97

**ORIGINAL**

CMR50049

**AGREEMENT**

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and PrimeCo Personal Communications, L.P. ("Carrier") a Delaware Limited Partnership and shall be deemed effective as of April 1, 1997. This Agreement may refer to either BellSouth or Carrier or both as a "party" or "parties."

**WITNESSETH**

**WHEREAS**, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

**WHEREAS**, Carrier is a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide Commercial Mobile Radio Service ("CMRS") in the states of, inter alia, Alabama, Florida, Georgia, and Louisiana; and

- **WHEREAS**, the parties wish to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral;

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, BellSouth and Carrier agree as follows:

**I. Definitions**

**A. Commission** is defined as the appropriate regulatory agency in each of the following states: Alabama, Florida, Georgia and Louisiana.

**B. Intermediary function** is defined as the delivery, pursuant to an appropriate agreement or Commission directive, of local or toll (using traditional landline definitions) traffic to or from a local exchange carrier other than BellSouth; an ALEC; or another telecommunications company such as a CMRS provider other than Carrier through the network of BellSouth or Carrier from or to an end user of BellSouth or Carrier.

**C. Local Traffic** is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Carrier within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same

**AMENDMENT TO INTERCONNECTION AGREEMENT  
BETWEEN CELLCO PARTNERSHIP, PRIMECO PERSONAL COMMUNICATIONS, L.P.,  
DALLAS MTA, LP, HOUSTON 10 MHz, LLC, AND SOUTHERN & CENTRAL WIRELESS,  
LLC, all d/b/a Verizon Wireless  
AND BELL SOUTH TELECOMMUNICATIONS, INC.  
EFFECTIVE April 1, 1997**

This is the third amendment (“**Amendment No. 3**”) to the Wireless Interconnection Agreement between BellSouth Telecommunications, Inc., a Georgia corporation (“**BellSouth**”) and Cellco Partnership d/b/a Verizon Wireless, as successor in interest to, PrimeCo Personal Communications, L.P., Dallas MTA, LP, Houston 10 MHz, LLC, and Southern & Central Wireless, LLC, with respect to and on behalf of the FCC CMRS licensee(s) and markets listed in Attachment A (collectively the “**Carrier**”). Carrier and BellSouth shall be known independently as “**Party**” and jointly as “**Parties**” to this Amendment.

**AGREEMENT**

WHEREAS, Carrier and BellSouth desire to amend that certain Interconnection Agreement (the “**Interconnection Agreement**”) between BellSouth and Carrier effective April 1, 1997, for the states of Alabama, Florida, Georgia and Louisiana to set forth the assignments indicated in Attachment A and certain additional agreements of the Parties under the Interconnection Agreement;

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 covenant and agree to the following:

1. **DEFINED TERMS.** Terms used but not otherwise defined in the Amendment have the meanings ascribed to them in the Interconnection Agreement.
2. **AMENDMENT OF THE INTERCONNECTION AGREEMENT.**

The Parties hereby amend the Interconnection Agreement to reflect the transfer(s) of control and assignment(s) of all right, title and interest in the Interconnection Agreement as set forth in Attachment A of this Amendment.

Attachment B-1 of the Interconnection Agreement is hereby amended and restated in its entirety as set forth in Attachment B-1 hereto. All rates set forth on Attachment B-1 hereto are to be effective as of June 14, 2001.

3. **MISCELLANEOUS.**

All other provisions of the Interconnection Agreement, effective April 1, 1997, shall remain in full force and effect.


All or each of the parties is authorized to submit this Amendment to the appropriate state Commissions for approval subject to section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996.

The Interconnection Agreement contains the entire understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof or thereof unless expressly referred to herein and, to the extent such agreements exist, they are hereby terminated and shall be of no further effect as of the date hereof.


Verizon Wireless hereby represents that it has full power and authority to bind all of its affiliates listed in Attachment A under the terms of this Amendment and the Interconnection Agreement, as amended.

IN WITNESS WHEREOF, the parties hereto have caused to be executed and delivered this Amendment by their duly authorized officers as of the date first above written.


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

By:   
Name: Howard H. Bower  
Title: Area Vice President, Network  
Date: 11/16/01


**PrimeCo Personal Communications, L.P. d/b/a Verizon Wireless**

By:   
Name: Howard H. Bower  
Title: Area Vice President, Network  
Date: 11/16/01


**Dallas MTA, LP d/b/a Verizon Wireless  
By Verizon Wireless Texas, LLC, Its General Partner**

By:   
Name: Howard H. Bower  
Title: Area Vice President, Network  
Date: 11/16/01

**Houston 10 MHz, LLC d/b/a Verizon Wireless  
By Verizon Wireless Texas, LLC, Its Manager**

By:   
Name: Howard H. Bower  
Title: Area Vice President, Network  
Date: 11/16/01

**Southern & Central Wireless, LLC d/b/a Verizon Wireless  
By Cellco Partnership, Its Sole Member**

By:   
Name: Howard H. Bower  
Title: Area Vice President, Network  
Date: 11/16/01

**BELLSOUTH TELECOMMUNICATIONS, INC.**

By: Randy Ham

Name: Randy Ham

Title: Director - Wireless

Date: 12/5/01

**ATTACHMENT A**

The following CMRS licensee(s) and associated market area(s) is/are subject to the instant amendment, and, to the extent necessary, is/are made party(ies) to the underlying interconnection agreement:

<b>LICENSEE</b>	<b>MARKET NAME</b>	<b>ST</b>	<b>CALL SIGN</b>	<b>SERVICE</b>
Dallas MTA, LP	DALLAS-FORT WORTH	TX	KNLF214	CW
Houston 10 MHz, LLC	HOUSTON	TX	KNLF228	CW
PrimeCo Personal Communications, L P	JACKSONVILLE	FL	KNLF274	CW
PrimeCo Personal Communications, L P	MIAMI-FT LAUDERDALE	FL	KNLF230	CW
PrimeCo Personal Communications, L.P	TAMPA-ST PETERBURG-ORLANDO	FL	KNLF226	CW
PrimeCo Personal Communications, L.P.	NEW ORLEANS-BATON ROUGE	LA	KNLF234	CW
Southern & Central Wireless, LLC	HOUSTON (Lake Charles, LA BTA)	TX	WPQR416	CW



## Attachment B-1

### CMRS Local Interconnection Rates (All rates are Per Minute of Use)

Effective Date through December 14, 2001

All BellSouth States

Type 1 (End Office Switched)	\$ .0015
Type 2A (Tandem Switched)	\$ .0015
Type 2B Dedicated End Office)	\$ .0015

December 15, 2001 through June 14, 2003

Type 1 (End Office Switched)	\$ .0010
Type 2A (Tandem Switched)	\$ .0010
Type 2B Dedicated End Office)	\$ .0010

June 15, 2003 through June 14, 2004

(If such dates are applicable during the term of this Agreement)

Type 1 (End Office Switched)	\$ .0007
Type 2A (Tandem Switched)	\$ .0007
Type 2B Dedicated End Office)	\$ .0007

**Attachment B-1**  
**Type 2B Mobile To Land Trunk Usage**  
(All Rates are Per Voice Grade Trunk)

Mobile originated IntraMTA traffic over BellSouth and Carrier Type 2B trunks, which terminate at Company End Offices, without recording capability, may be billed in either of two ways. Carrier may choose to either be billed a surrogate usage rate, on a per voice grade trunk basis, for mobile originated traffic completed over one-way outward or two way trunks or may choose to provide traffic data in a format, mutually agreed to by the Parties, to be used for billing purposes. Carrier provided traffic data will be billed at the rates prescribed in the first page of this Attachment B-1. If Carrier chooses to provide traffic data, then the detail level will at a minimum reference the name of Carrier, minutes of use, date range of usage, earning account number, contract number and any other format requirements mutually agreed to by the Parties. Traffic data must be provided no more than 30 days in arrears from the close of the normal billing cycle. If the traffic data is not received in the mutually acceptable format in the specified time period, the surrogate usage rate will be applied. Surrogate usage for IntraMTA mobile originated traffic, which terminates in BST's local service area, shall be billed at a per voice grade trunk level rate as follows:

	<u>Type 2B<sup>1</sup></u>
All BellSouth States	
Effective Date thru December 14, 2001	\$19.50
December 15, 2001 thru June 14, 2003	\$13.00
June 15, 2003 thru June 14, 2004 (If such dates are applicable during the term of this Agreement)	\$9.10

---

<sup>1</sup> This surrogate is based on the assumption of 13,000 minutes of usage per 2B voice grade trunk per month of traffic terminating at each end office multiplied by the applicable rate set forth in page 1 of the Attachment B-1. The 13,000 minutes usage assumption will be included to the extent carrier calculates Land to Mobile usage using a M/L ratio. The current M/L ratio is 75/25.