

**Diamond Williams**

110212-TP

**From:** YANT, ROBYN (ATTSI) [rh0582@att.com]  
**Sent:** Tuesday, June 28, 2011 2:53 PM  
**To:** Filings@psc.state.fl.us  
**Cc:** Jeff Bates  
**Subject:** MetroPSC Florida Amendment

**Attachments:** img-628135033-0001.pdf



img-62813503  
001.pdf (420 KI)

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

**From:** OMT  
**Sent:** Tuesday, June 28, 2011 2:51 PM  
**To:** YANT, ROBYN (ATTSI)  
**Subject:** Scan from a Xerox WorkCentre

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DOCUMENT NUMBER-DATE  
04449 JUN 28 =  
FPSC-COMMISSION CLERK



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Tallahassee, FL 32301

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June 28, 2011

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

110212-TP

Re: Approval of Amendment to the CMRS Agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and MetroPCS California/Florida, Inc and MetroPCS Georgia, Inc.

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 CMRS Agreement with MetroPCS California/Florida, Inc and MetroPCS Georgia, Inc.

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

Very truly yours,

Jerry D. Hendrix  
Regulatory Vice President

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AMENDMENT TO THE CMRS INTERCONNECTION AGREEMENT  
BETWEEN  
METROPCS CALIFORNIA/FLORIDA, INC. AND METROPCS GEORGIA, INC.  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T FLORIDA AND AT&T GEORGIA

This Amendment (the "Amendment") amends the CMRS Interconnection Agreement by and between BellSouth Telecommunications, Inc.<sup>1</sup> d/b/a AT&T Florida ("AT&T Florida") and AT&T Georgia ("AT&T Georgia") (collectively known as "AT&T"), and MetroPCS California/Florida, Inc. in the state of Florida and MetroPCS Georgia, Inc. in the state of Georgia, (collectively known as "Carrier"). 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 CMRS Interconnection Agreement, under Sections 251 and 252 of the Telecommunications Act of 1996, for Commercial Mobile Radio Service ("CMRS"), effective September 23, 2005, and as subsequently amended (the "Agreement"); and

**WHEREAS**, MetroPCS California/Florida, Inc. changed its formation to MetroPCS California/Florida, LLC and subsequently assigned the Agreement to MetroPCS Florida, LLC, and wishes to reflect the change as set forth herein; and

**WHEREAS**, MetroPCS Georgia, Inc. changed its formation to MetroPCS Georgia, LLC and wishes to reflect this change as set forth herein; and

**WHEREAS**, the Parties desire to amend the Agreement to set forth the rate per Minutes of Use ("MOU's"), under which AT&T may use Carrier's trunks and facilities that Carrier leases from AT&T; and

**WHEREAS**, the Parties desire to amend the Agreement to establish a Surrogate Usage Factor for usage billing purposes;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, AT&T and Carrier hereby agree to amend the Agreement as follows:

1. The Agreement is hereby amended to reflect the name change from MetroPCS California/Florida, Inc. and MetroPCS Georgia, Inc. to MetroPCS Florida, LLC and MetroPCS Georgia, LLC, respectively.
2. AT&T shall reflect that name change from MetroPCS California/Florida, Inc. to MetroPCS Florida, LLC and from MetroPCS Georgia, Inc. to MetroPCS Georgia, LLC only for the main billing account (header card) for each of the accounts previously billed to MetroPCS California/Florida, Inc. and MetroPCS Georgia, Inc. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed there under or under the Agreement. Without limiting the foregoing, MetroPCS Florida, LLC and MetroPCS Georgia, LLC affirm, represent and warrant that the OCN for those accounts shall not change from that previously used by MetroPCS California/Florida, Inc. and MetroPCS Georgia, Inc. with AT&T for those accounts and the services and items provided and/or billed there under or under the Agreement.
3. Once this Amendment is effective, MetroPCS Florida, LLC and MetroPCS Georgia, LLC (collectively "Carrier") shall operate in AT&T Florida and AT&T Georgia under the MetroPCS Florida, LLC and MetroPCS Georgia, LLC name, as applicable, for those accounts. Such operation shall include, by way of example only, submitting orders under

<sup>1</sup> BellSouth Telecommunications, Inc. is now doing business in Florida as AT&T Florida and in Georgia as AT&T Georgia.

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MetroPCS Florida, LLC and MetroPCS Georgia, LLC, and labeling (including re-labeling) equipment and facilities with MetroPCS Florida, LLC and MetroPCS Georgia, LLC, as appropriate.

4. MetroPCS Florida, LLC and MetroPCS Georgia, LLC are responsible for normal applicable service order processing/administration charges and/or nonrecurring charges for each service order they submit, or by AT&T on behalf of MetroPCS Florida, LLC and/or MetroPCS Georgia, LLC, for updating billing accounts and End User records.
5. Section VI.A.1.a. ("Local Traffic Measurement") of the Agreement shall be deleted and replaced in its entirety by the following:

If Carrier does not have the ability to determine the amount of AT&T-originated Local Traffic that is terminated to Carrier over multi-use trunks and facilities (i.e., trunks and facilities that the Parties share), then the Parties agree to implement a Surrogate Usage Factor ("SUF") that will be used to determine the monthly AT&T-originated Local Traffic Minutes of Use ("MOUs") that are terminated to Carrier, and for which AT&T owes compensation to Carrier. The Surrogate Usage Factor is a mutually agreed upon factor representing the state-wide AT&T-originated Local Traffic MOU's terminated to Carrier and will be calculated as follows: State-wide AT&T-originated/Carrier-terminated Land-to-Mobile (L-M) Local Traffic MOU's divided by the sum of the state-wide AT&T-originated/Carrier-terminated L-M Local Traffic MOU's plus the state-wide Carrier-originated/AT&T-terminated Mobile-to-Land (M-L) Local Traffic MOU's. Transit Traffic shall not be used in the determination of the Surrogate Usage Factor. The Surrogate Usage Factor shall be applied as follows: Monthly M-L Local Traffic billed by AT&T to Carrier divided by (1 minus Surrogate Usage Factor) multiplied by Surrogate Usage Factor (i.e.,  $[(M-L)/(1-SUF)) \times SUF]$ ). Either Party may request that a traffic study be conducted to review the Surrogate Usage Factor. Such requests may be made no more frequently than every three (3) months, beginning with the Effective Date of this Amendment, with any newly agreed upon Surrogate Usage Factor being applied prospectively only, starting from the date of the written request for the review.

6. The following Section VI.B.3. ("Compensation for Facilities") shall be added as a new subsection to the Agreement:

Where Carrier has leased multi-use trunks and facilities from AT&T, Carrier shall make such trunks and facilities available to AT&T for AT&T's use. If AT&T elects to use such trunks and facilities to deliver AT&T-originated Local Traffic to Carrier for termination, then the Parties agree that Carrier will charge AT&T Florida the trunks and facilities per Minute of Use ("MOU") utilization rate set forth in Attachment C, attached hereto, and Carrier will charge AT&T Georgia the trunks and facilities per Minute of Use ("MOU") utilization rate set forth in Attachment C, attached hereto. To determine the monthly compensation owed to Carrier, these rates per MOU shall be multiplied by the state-wide monthly AT&T Florida-originated, Carrier-terminated Local Traffic conversation minutes, as measured by AT&T Florida, which traverse the shared trunks and facilities, and by the state-wide monthly AT&T Georgia-originated, Carrier-terminated Local Traffic conversation minutes, as measured by AT&T Georgia, which traverse the shared trunks and facilities, respectively. Carrier shall not charge any other charges to AT&T for AT&T's use of the shared trunks and facilities. A review of either or both of these rates may be requested in writing by either Party, no more frequently than every six (6) months, beginning with the Effective Date of this Amendment. If such a review results in a change in either or both of these rates/MOU, the new rate(s)/MOU will be applied prospectively only, starting from the date of the written request for the review. The rates per MOU provided herein are specific to Carrier. Any other CMRS carrier adopting this Agreement must work jointly with AT&T to calculate a specific MOU rate applicable to such adopting CMRS carrier.
7. The Parties agree that the rate(s) in Attachment C, attached hereto and fully incorporated herein by this reference, will be added to the Agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
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 Term of the underlying Agreement, but, rather, shall be coterminous with such Agreement.
  11. This Amendment shall be filed with, and is subject to approval by the applicable Commission and shall become effective ten (10) days after approval by the applicable Commission.

**MetroPCS Georgia, LLC  
 MetroPCS Florida, LLC**

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

Signature: Christine Kornegay

Signature: Patrick Doherty

Name: CHRISTINE KORNEGAY  
 (Print or Type)

Name: Patrick Doherty  
 (Print or Type)

Title: SVP, CONTROLLER  
 (Print or Type)

Title: Director - Regulatory  
 (Print or Type)

Date: 6-14-2011

Date: JUN 16 2011

<u>State</u>	<u>OCN</u>	<u>ACNA</u>
Florida	570E	MZF
Georgia	396A	MZG

PRICING SHEET

MetroPCS Florida, LLC / AT&T Florida  
Attachment C

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
W2	FL	CMRS Interconnection	Trunks and Facilities Utilization (for MetroPCS Florida, LLC billing to AT&T Florida, not AT&T Florida billing to MetroPCS Florida, LLC)				\$0.00072			MOU

PRICING SHEET

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
W2	GA	CMRS Interconnection	Trunks and Facilities Utilization (for MetroPCS Georgia, LLC billing to AT&T Georgia, not AT&T Georgia billing to MetroPCS Georgia, LLC)				\$0.00095			MOU