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July 3, 2012

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

120184-TP

RECEIVED-FPSC  
12 JUL -3 AM 10:51  
COMMISSION  
CLERK

Re: Approval of Amendment to the Interconnection and Reciprocal Compensation Agreement by and between Northeast Florida Telephone Company, Inc. and T-Mobile South LLC

Dear Ms. Cole:

Please find enclosed for filing and approval, an original and a copy of the Amendment to the Interconnection and Reciprocal Compensation Agreement by and between Northeast Florida Telephone Company, Inc. and T-Mobile South LLC.

The underlying docket is 060113-TP filed on February 7, 2006.

If you have any questions please do not hesitate to contact me at the above telephone number.

Very truly yours,



Martin P. McDonnell, Esq.

MPM/vp  
Enclosures

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DOCUMENT NUMBER (DATE)

04428 JUL -3 02

FPSC-COMMISSION CLERK

**Amendment to the Interconnection and Reciprocal Compensation Agreement  
By and Between  
Northeast Florida Telephone Co., Inc.  
and  
T-Mobile South LLC.**

This Amendment ("Amendment") to the Interconnection and Reciprocal Compensation Agreement ("Interconnection Agreement") is entered by and between T-Mobile South LLC, successor in interest to T-Mobile USA, Inc. ("T-Mobile") and Northeast Florida Telephone Co., Inc. ("NEFCOM"), T-Mobile and NEFCOM are further referred to herein individually as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection Agreement, pursuant to 47 U.S.C. 251/252, which was effective January 1, 2006; and

WHEREAS, the Federal Communications Commission, in an order released November 18, 2011, has provided that bill-and-keep shall be the default compensation arrangement between the Parties for the exchange of non-access traffic, and that this is to be considered a change of law; and

WHEREAS, the Federal Communications Commission, in an order released December 23, 2011<sup>1</sup>, has provided that such bill-and-keep arrangements, when requested before July 1, 2012, shall become effective July 1, 2012; and

WHEREAS T-Mobile elects to apply a bill-and-keep arrangement to all Local Telecommunications Traffic (non-access traffic) within the scope of the Interconnection Agreement between the Parties; and

WHEREAS, the Interconnection Agreement contains a "change of law" provision that authorizes the Parties to amend the Interconnection Agreement to comport with a change in law; and

WHEREAS, the Parties desire to amend the Interconnection Agreement to provide for a bill-and-keep arrangement, for the exchange of Local Telecommunications Traffic between them, such bill-and-keep arrangement to become effective July 1, 2012;

<sup>1</sup> *In the Matter of Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform – Mobility Fund*, WC Docket No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT Docket No. 10-208, "Report and Order and Further Notice of Proposed Rulemaking", FCC 11-161 (rel. Nov. 18, 2011) and "Order on Reconsideration", FCC 11-189 (rel. Dec. 23, 2011)

04428 JUL -3 2011  
FPC-COMMISSION CLERK

## **AGREEMENT**

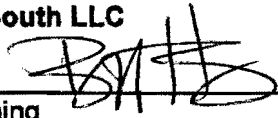
NOW THEREFORE, in consideration of the premises and the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **Amendment Terms**

1. The Parties intend their Agreement refer to and use the newly defined terms that the FCC has used in its new rules, including "Non-Access Telecommunications Traffic." The Parties therefore amend their Agreement by replacing all references in the Agreement to "Telecommunications Traffic", "Local Traffic" and "IntraMTA Traffic" with the term "Non-Access Telecommunications Traffic." "Access Telecommunications Traffic" means any InterMTA Traffic as defined in the Agreement to the extent allowed by law and rules and is subject to NEFCOM's switched access tariff. The Parties also amend their Agreement by replacing all references in the Agreement to "toll" or "interMTA" traffic with the term, "Access Telecommunications Traffic."
2. From July 1, 2012, forward, all Non-Access Telecommunications Traffic between the Parties shall be compensated pursuant to bill-and-keep rates, which means that the Parties will charge each other \$0.00 per minute of use ("bill and keep") for the transport and termination of the other's traffic pursuant to the Interconnection Agreement. Under bill-and-keep, neither Party will issue a bill to the other party for the exchange of Non-Access Telecommunications Traffic.
3. In the event the provisions of the FCC Order of November 18, 2011, as modified by the FCC Order of December 23, 2011, and the rules implementing these orders with respect to imposing bill-and-keep compensation for Non-Access Telecommunications Traffic terminating after July 1, 2012, are reversed by a final decision of a Court of competent jurisdiction, that decision shall be treated as a subsequent change of law and the parties will modify the Interconnection Agreement accordingly.
4. This Amendment shall be effective July 1, 2012.
5. This Amendment shall remain effective as long as the Interconnection Agreement remains effective between the Parties.
6. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.
7. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect without change.

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

**T-Mobile South LLC**

By:   
Bryan Fleming

Title: V.P. Technical Systems & Business Operations


Date: 6/20/12

**Northeast Florida**

By:   
Deborah Nobles

Title: Vice President of Regulatory Affairs

Date: 6/13/12

T-Mobile Legal Approval By:  2012.06.19  
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