

Eric Fryson

130088-TP

From: YANT, ROBYN <rh0582@att.com>
Sent: Thursday, April 18, 2013 10:12 AM
To: Filings@psc.state.fl.us
Subject: AT&T Paging Agreement with American Messaging
Attachments: img-418101239-0001.pdf

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

From: OMT
Sent: Thursday, April 18, 2013 10:13 AM
To: YANT, ROBYN
Subject: Scan from a Xerox WorkCentre

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre.

Number of Images: 13
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April 16, 2013

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

130088-TP

Re: Approval of Amendment to the One – Way Interconnection Paging Agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and American Messaging Services, LLC

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 One – Way Interconnection Paging Agreement with American Messaging Services, LLC

The underlying agreement was filed on December 11, 2006 in docket 060792-TP.

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

Very truly yours,

Gregory Follensbee
Executive Director

DOCUMENT NUMBER - DATE

02045 APR 18 2013

FPSC-COMMISSION CLERK

**AMENDMENT TO THE AGREEMENT
BETWEEN
AMERICAN MESSAGING SERVICES, LLC
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**

This Amendment (the "Amendment") amends the 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, hereinafter referred to as "AT&T" (previously referred to as "BellSouth Telecommunications, Inc.") and American Messaging Services, LLC ("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 Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), executed on November 3, 2006 and as subsequently amended (the "Agreement"); and

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189), the Parties desire to amend the Agreement to establish bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties.

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

1. The Parties agree to include the following definition of IntraMTA Traffic:

"IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the End User of AT&T and the Carrier's End User. All references to local Telecommunications, Local Telecommunications Traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".
2. As of the Amendment Effective Date, the Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties.
3. The Parties agree to replace the rates for transport and termination per Conversation MOU for Type 2B in Attachment B-1 of the Agreement with the rates contained in Exhibit A attached hereto. IntraMTA Traffic will continue to be referenced as Section 251(b)(5) Calls Transport and Termination in Exhibit A. In all other respects the Attachment B-1 shall remain the same.
4. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting Carrier's agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. 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.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

CN:03082013-770

DOCUMENT NUMBER DATE

02045 APR 18 02

FPSC-COMMISSION CLERK



8. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

American Messaging Services, LLC

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 by AT&T
Services, Inc., its authorized agent

Signature: *[Handwritten Signature]*

Signature: *[Handwritten Signature]*

Name: Dale Kozeger
(Print or Type)

Name: Patrick Doherty
(Print or Type)

Title: Director
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 4/11/2013

Date: 4-11-13

PRICING SHEET

EXHIBIT A
 CMRS PROVIDER/AT&T
 Appendix Pricing

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
P2	AL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
P2	AL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
P2	AL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU

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EXHIBIT A
 CMRS PROMDER /AT&T
 Appendix Pricing

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
P2	FL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
P2	FL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
P2	FL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU

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P2	GA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
P2	GA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
P2	GA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU

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P2	KY	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
P2	KY	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
P2	KY	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU

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P2	LA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
P2	LA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
P2	LA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU

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P2	MS	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
P2	MS	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
P2	MS	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU

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P2	NC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
P2	NC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
P2	NC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU

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P2	SC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2#				\$0.00			MOU
P2	SC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2E				\$0.00			MOU
P2	SC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU

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P2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
P2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2E				\$0.00			MOU
P2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU