

**Crystal Card**

---

**From:** SIRIANNI, MARYROSE <ms8675@att.com>  
**Sent:** Friday, October 04, 2013 12:37 PM  
**To:** Filings@psc.state.fl.us  
**Cc:** SIRIANNI, MARYROSE; BATES, DARRELL L  
**Subject:** GAbriel Wireless LLC 10-4-13  
**Attachments:** Gabriel Wireless amend bill and keep.pdf

*MaryRose Sirianni*  
AT&T Florida  
Area Manager - External Affairs  
Tel: (850) 577-5553  
Cell: (850) 591-6009  
Fax: (850) 222-4401  
[MaryRose.Sirianni@att.com](mailto:MaryRose.Sirianni@att.com)



***STOP texting while driving! Take the pledge at [itcanwait.com](http://itcanwait.com)***

*"This e-mail and any files transmitted with it are AT&T property, are confidential, and are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited."*



MaryRose Sirianni  
Manager  
Regulatory Relations

AT&T Florida  
150 South Monroe St.  
Suite 400  
Tallahassee, FL 32301

T: 850-577-5553  
F: 850-577-5536  
MaryRose.Sirianni@att.com  
www.att.com

October 4, 2013

Ms. Ann Cole  
Commission Clerk  
Office of the Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

**Re: Approval of Amendment to the One-Way Paging interconnection Agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Gabriel Wireless, LLC.**

Dear Ms. Cole:

Please find enclosed for filing and approval, BellSouth d/b/a AT&T Florida's Amendment to the One-Way paging Interconnection Agreement with Gabriel Wireless, LLC.

The underlying agreement was filed on January 22, 2009 in Docket 090038-TP.

If you have any questions, please do not hesitate to call me.

Sincerely,

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
GABRIEL WIRELESS, LLC  
AND  
BELL SOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA**

This Amendment (the "Amendment") amends the One-Way Paging Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T Florida, hereinafter referred to as "AT&T" and Gabriel Wireless, 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 One-Way Paging Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), approved April 22, 2009, 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:

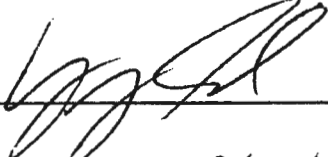
1. The Parties agree to include the following definition of IntraMTA Traffic:

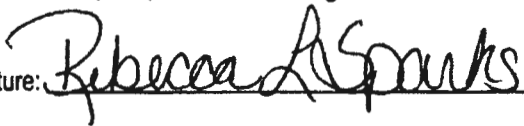
"IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the end user, End User, customer, and/or Customer of AT&T and the Carrier's end user, End User, customer, and/or Customer. All references to Local Traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".
2. Effective January 1, 2013, the Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or 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 Local Interconnection rates, per Conversation MOU, for Type 2A, Type 1 and 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 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.
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").



Gabriel Wireless, LLC

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

Signature: 

Signature: 

Name: Lawrence J. Gabriel Jr.  
(Print or Type)

Name: Rebecca L. Sparks  
(Print or Type)

Title: managing member  
(Print or Type)

Title: EXECUTIVE DIRECTOR - REGULATORY  
(Print or Type)

Date: 05/24/2013

Date: 6-6-13

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	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