

**Ruth Nettles**

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**From:** Marsha Rule [marsha@reuphlaw.com]  
**Sent:** Tuesday, December 04, 2007 1:38 PM  
**To:** Filings@psc.state.fl.us  
**Cc:** Chiarelli, Joe M [LEG]; Nelson, Douglas [GA]; Atkinson, Bill R [GA]; Tyler, John; Edenfield, Kip; greg.follensbee@att.com; Adam Teitzman  
**Subject:** Dkt. 070249-TP - Joint Motion to Approve Amendment  
**Attachments:** Joint Motion to Approve Amdmt 12 04 2007.pdf

The full name, address, telephone number, and e-mail address of the person responsible for the electronic filing:

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The docket number and title of docket:

Docket No. 070249-TP  
In re: Petition of Sprint Communications Company Limited Partnership and Sprint Spectrum Limited Partnership d/b/a Sprint PCS for arbitration of rates, terms and conditions of interconnection with BellSouth Telecommunications, Inc. d/b/a AT&T Florida d/b/a AT&T Southeast

The name of the parties on whose behalf the document is filed:

Sprint Communications Company Limited Partnership and Sprint Spectrum Limited Partnership d/b/a Sprint PCS  
and  
BellSouth Telecommunications, Inc. d/b/a AT&T Florida d/b/a AT&T Southeast

The total number of pages in the attached document: 6

A brief but complete description of each attached document.

Joint Motion to Approve Amendment  
and  
Amendment to Sprint-AT&T interconnection agreement

**Marsha Rule**

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12/4/2007

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition of Sprint Communications Company )  
Limited Partnership and Sprint Spectrum Limited )  
Partnership d/b/a Sprint PCS for arbitration of rates, ) Docket No. 070249-TP  
terms and conditions of interconnection with )  
BellSouth Telecommunications, Inc. d/b/a AT&T ) Filed: December 4, 2007  
Florida d/b/a AT&T Southeast )  
\_\_\_\_\_ )

**JOINT MOTION TO APPROVE AMENDMENT**

Sprint Communications Company Limited Partnership and Sprint Spectrum Limited Partnership d/b/a Sprint PCS ("Sprint") and BellSouth Telecommunications, Inc., d/b/a AT&T Florida ("AT&T") (collectively, "Joint Movants" or "Parties") respectfully move pursuant to 47 U.S.C. Section 252(c) that the Florida Public Service Commission ("Commission") approve the Amendment to the Parties' existing Interconnection Agreement attached hereto as Exhibit "A" ("Amendment"). Commission approval of the Amendment will resolve all issues in the above-styled docket. In support of their Motion, the Joint Movants respectfully show as follows:

1. In its Order PSC-07-0834-PCO-TP, issued on October 16, 2007, the Commission granted Sprint's request for leave to file an amended arbitration Petition. AT&T filed its Response and Motion to dismiss Sprint's amended Petition on November 13, 2007, and subsequently, on November 20, 2007, the Commission issued its Order PSC-07-0932-PCO-TP approving Sprint's Motion for extension of time for filing its Response to AT&T Florida's Motion to dismiss until December 4, 2007.

2. Joint Movants have executed an Amendment to the Parties' existing Interconnection Agreement that provides the relief requested by Sprint in its amended Petition, i.e., to extend the term of the Parties' existing Interconnection Agreement for a

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period of three (3) years from the date of Sprint's March 20, 2007 request for such extension. See Exhibit "A", attached hereto.

3. The Joint Movants respectfully request that the Commission approve the attached Amendment. Upon Commission approval of the three-year term extension Amendment, the issues in the above-styled arbitration proceeding will be resolved.

WHEREFORE, the Joint Movants respectfully request that the Commission approve the attached Amendment to the Parties' existing Sprint-AT&T interconnection agreement in accordance with 47 U.S.C. Section 252(e), and conclude the matter.

Respectfully submitted this 4<sup>th</sup> day of December, 2007.

*/s/ Marsha E. Rule*

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*/s/ John T. Tyler*

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Amendment to  
Interconnection Agreement  
between  
Sprint Communications Company Limited Partnership  
Sprint Communications Company L.P.  
Sprint Spectrum, L.P.  
and  
BellSouth Telecommunications, Inc.  
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Louisiana, AT&T Mississippi,  
AT&T North Carolina, AT&T South Carolina and AT&T Tennessee

Dated January 1, 2001

Pursuant to this Amendment (the "Amendment") Sprint Communications Company Limited Partnership and Sprint Communications Company L.P., (collectively referred to as "Sprint CLEC"), a Delaware Limited Partnership, and Sprint Spectrum L.P., a Delaware Limited Partnership, as agent and General Partner for WirelessCo, L.P., a Delaware Limited Partnership, and SprintCom, Inc., a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS ("Sprint PCS") (Sprint CLEC and Sprint PCS collectively referred to as "Sprint"), and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T"), a Georgia corporation, hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated January 1, 2001 ("the Agreement").

WHEREAS, Sprint and AT&T agree to amend the Agreement as set forth herein;

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, Sprint and AT&T hereby covenant and agree as follows:

1. The Parties agree to delete Section 2, General Terms and Conditions – Part A in its entirety and replace it with the following:

2. Term of the Agreement

2.1 This Agreement is extended three years from March 20, 2007 and shall expire as of March 19, 2010. Upon mutual agreement of the Parties, the term of this Agreement may be extended. If, as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis.

Sprint Communications Company Limited Partnership/Sprint Communications Company L.P./Sprint Spectrum L.P. and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee - 3 Year Extension Amendment

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2.2 During the term of March 20, 2007 to March 19, 2010, this Agreement may be terminated only via Sprint's request unless terminated pursuant to a default provision within this Agreement.

2. All other provisions of this Agreement, as amended, shall remain in full force and effect including, without limitation, the provisions set forth in Section 18.3 and 18.4 of the General Terms and Conditions – Part A.

3. Either or both of the Parties are authorized to submit this Amendment to the appropriate Commission for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.

4. This Amendment shall be filed with and is subject to approval by the Commission and shall be effective upon the date of the last signature of both Parties.

{Signatures continued on next page}

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.  
d/b/a AT&T Alabama, AT&T Florida,  
AT&T Georgia, AT&T Louisiana,  
AT&T Mississippi, AT&T North Carolina,  
AT&T South Carolina and AT&T Tennessee

Sprint Communications Company  
Limited Partnership

By: *Kristen E. Shore*

By: *Craig T. Cowden*

Name: Kristen E. Shore  
(Print or Type)

Name: Craig T. Cowden  
(Print or Type)

Title: Director  
(Print or Type)

Title: Vice President  
(Print or Type)

Date: 12/4/07

Date: 11-29-2007

Sprint Communications Company L.P.

By: *Craig T. Cowden*

Name: Craig T. Cowden  
(Print or Type)

Title: Vice President  
(Print or Type)

Date: 11-29-2007

Sprint Spectrum L.P.

By: *Craig T. Cowden*

Name: Craig T. Cowden  
(Print or Type)

Title: Vice President  
(Print or Type)

Date: 11-29-2007

Sprint Communications Company Limited Partnership/Sprint Communications Company L.P./Sprint Spectrum L.P. and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee - 3 Year Extension Amendment