

Eric Fryson

130156-TP

From: YANT, ROBYN <rh0582@att.com>
Sent: Tuesday, May 28, 2013 3:50 PM
To: Filings@psc.state.fl.us
Subject: Amendment filing with Priority Wireless
Attachments: img-528155222-0001.pdf

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

From: OMT
Sent: Tuesday, May 28, 2013 3:52 PM
To: YANT, ROBYN
Subject: Scan from a Xerox WorkCentre

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02932 MAY 28 2013

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Tallahassee, FL 32301

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May 22, 2013

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

Re: Approval of Name Change Amendment to the Interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and **ABC Paging City Beepers, Inc. n/k/a Priority Wireless Communications, 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 Name Change Amendment to Interconnection, unbundling, resale and collocation Agreement with **ABC Paging City Beepers, Inc. n/k/a Priority Wireless Communications, Inc.**

The underlying agreement was filed on September 12, 2006 in docket 060612-TP.

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

Very truly yours,


for Gregory Follensbee
Executive Director

**AMENDMENT TO THE AGREEMENT
BETWEEN
PRIORITY WIRELESS COMMUNICATIONS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T Florida, formerly known as "BellSouth", hereinafter referred to as "AT&T", and Priority Wireless Communications, Inc. d/b/a ABC Paging City Beepers, Inc., formerly known as City Beepers, Inc., hereinafter referred to as "Priority Wireless", "ABC Paging City Beepers" or "Carrier". AT&T and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and ABC Paging City Beepers, Inc. ("ABC Paging City Beepers") are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), effective May 31, 2006 and as subsequently amended (the "Agreement"); and

WHEREAS, ABC Paging City Beepers, Inc. has changed its name to Priority Wireless Communications, Inc., and wishes to reflect that name change as set forth herein.

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 Agreement is hereby amended to reflect the name change from ABC Paging City Beepers, Inc. to Priority Wireless Communications, Inc.
2. AT&T shall reflect that name change from ABC Paging City Beepers, Inc. to Priority Wireless Communications, Inc. ("Priority Wireless") only for the main billing account (header card) for each of the accounts previously billed to ABC Paging City Beepers. 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 thereunder or under the Agreement. Without limiting the foregoing, Priority Wireless affirms, represents and warrants that the ACNA and OCN for those accounts shall not change from that previously used by ABC Paging City Beepers with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, Priority Wireless shall operate with AT&T under the Priority Wireless Communications, Inc. name for those accounts. Such operation shall include, by way of example only, submitting orders under Priority Wireless, and labeling (including re-labeling) equipment and facilities with Priority Wireless.
4. Priority Wireless is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by Priority Wireless, or by AT&T on behalf of Priority Wireless, for updating billing accounts and End User records.
5. 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 or customer of AT&T and Carrier's or CMRS provider's End User, end user Customer or customer. All references to Local Traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".

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6. Effective July 25, 2012, (in compliance with ¶8 of FCC Order 11-189), 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.
7. The Parties agree to replace the rates for CMRS Local Interconnection per Minute of Use 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 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.
8. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting Carrier's agreement.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
10. 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.
11. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
12. 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").

Priority Wireless Communications, Inc.

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

Signature: 

Signature: 

Name: Albert Diaz
(Print or Type)

Name: Patrick Doherty
(Print or Type)

Title: Gen - Manager
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 2-18-13

Date: 3-4-13

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