Richard T. Howell Area Manager – Regulatory Relations DOCKET NO. 160080-TP

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FILED APR 07, 2016 DOCUMENT NO. 01883-16 FPSC - COMMISSION CLERK

April 7, 2016

Ms. Carlotta S. Stauffer Commission Clerk Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399

Re: Approval of Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and Telepak Networks, Inc.

Ms. Stauffer:

Attached for filing and approval is an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and Telepak Networks, Inc. The underlying agreement was filed on September 28, 2007 in Docket Number 070631-TP.

Please contact me if you have any questions regarding this filing.

Sincerely,

Richard T. Howell

Area Manager-Regulatory Relations

Archal 9. Howell

Attachment

Contract Id: 4741843

Signature Page/AT&T Page 1 of 2 TELEPAK NETWORKS, INC. Version: 4Q15 – 10/20/15

### **AMENDMENT**

## **BETWEEN**

# BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T LOUISIANA, AT&T MISSISSIPPI AND AT&T TENNESSEE

**AND** 

TELEPAK NETWORKS, INC.



Contract Id: 4741843

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Signature: eSigned - Wesley Goings

Name: eSigned - Wesley Goings
(Print or Type)

Title: Secretary/Treasurer
(Print or Type)

Date: 20 Mar 2016

Signature: eSigned - William A. Bockelman
(Print or Type)

Name: eSigned - William A. Bockelman
(Print or Type)

Title: Director
(Print or Type)

Date: 21 Mar 2016

Telepak Networks, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T LOUISIANA, AT&T MISSISSIPPI and AT&T TENNESSEE by AT&T Services Inc. its outborized exert.

Services, Inc., its authorized agent

| State       | Resale OCN | ULEC OCN | CLEC OCN |
|-------------|------------|----------|----------|
| ALABAMA     | 3452       |          | 947G     |
| FLORIDA     | 3452       |          |          |
| LOUISIANA   | 3452       |          | 908A     |
| MISSISSIPPI | 3452       | 389A     | 5278     |
| TENNESSEE   | 3452       |          | 948G     |

| Description | ACNA Code(s) |  |
|-------------|--------------|--|
| ACNA(s)     | EPN          |  |

Contract Id: 4741843

Amendment – Lifeline/Link Up Reform & Modernization/AT&T Page 1 of 1 TELEPAK NETWORKS, INC. Version: 09/09/15

#### AMENDMENT TO THE AGREEMENT BETWEEN TELEPAK NETWORKS, INC. AND

# BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T LOUISIANA, AT&T MISSISSIPPI AND AT&T TENNESSEE

This amendment ("Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T LOUISIANA, AT&T MISSISSIPPI and AT&T TENNESSEE ("AT&T") and Telepak Networks, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), executed on June 14, 2007 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Order").

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.

#### 2. Lifeline and Link Up Services

2.1. The FCC Order is effective upon publication in the Federal Register of the Office of Management and Budget's (OMB) approval ("the effective date") and provides for a 180 day transition period ("the implementation date"). The rates, terms and conditions related to Lifeline and Link Up service offerings are deemed deleted from the Agreement as of the implementation date.

#### 3. Conflict between this Amendment and the Agreement

- 3.1. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
- 4. 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.
- 5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 7. 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.