DOCKET NO. 170125-TP



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FILED MAY 25, 2017 DOCUMENT NO. 05055-17 FPSC - COMMISSION CLERK

May 25, 2017

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 Cox Florida Telcom, L.P. d/b/a Cox Communications d/b/a Cox Business d/b/a Cox ("CLEC")

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 CLEC. The underlying agreement was filed on May 28, 2010 in Docket Number 100311-TP.

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

Sincerely,

Archard 9. Howell

Richard T. Howell Area Manager-Regulatory Relations

Attachment

Contract Id: 8380247 Signature Page/AT&T-21STATE Page 1 of 2 COX TELCOM, L.L.C. Version: 4Q15 – 10/20/15

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA, AT&T GEORGIA AND AT&T LOUISIANA, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS AND AT&T OKLAHOMA

AND

COX ARKANSAS TELCOM, L.L.C. D/B/A COX COMMUNICATIONS, COX BUSINESS SERVICES AND COX ARKANSAS TELCOM; COX ARKANSAS TELCOM, L.L.C.; COX CALIFORNIA TELCOM, LLC; COX FLORIDA TELCOM, L.P. D/B/A COX COMMUNICATIONS D/B/A COX BUSINESS D/B/A COX; COX GEORGIA TELCOM, L.L.C.; COX KANSAS TELCOM, L.L.C. D/B/A COX COMMUNICATIONS, INC.; COX LOUISIANA TELCOM, LLC; COX OHIO TELCOM, L.L.C.; COX OKLAHOMA TELCOM, L.L.C.



Contract Id: 8380247 Signature Page/AT&T-21STATE Page 2 of 2 COX TELCOM, L.L.C. Version: 4Q15 – 10/20/15

Signature: eSigned - Joiava Philpott

Name: eSigned - Joiava Philpott (Print or Type)

Title: VP Regulatory Affairs (Print or Type)

Date: 19 Apr 2017

Cox Arkansas Telcom, L.L.C. d/b/a Cox Communications, Cox Business Services and Cox Arkansas Telcom; Cox Arkansas Telcom, L.L.C.; Cox California Telcom, LLC; Cox Florida Telcom, L.P. d/b/a Cox Communications d/b/a Cox Business d/b/a Cox; Cox Georgia Telcom, L.L.C.; Cox Kansas Telcom, L.L.C. d/b/a Cox Communications, Inc.; Cox Louisiana Telcom, LLC; Cox Ohio Telcom, L.L.C.; Cox Oklahoma Telcom, L.L.C. Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman (Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS (Print or Type)

Date: 20 Apr 2017

BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA, AT&T GEORGIA and AT&T LOUISIANA, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS and AT&T OKLAHOMA by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN		
ARKANSAS	7987		756D		
CALIFORNIA	676G		7661		
FLORIDA			7193		
GEORGIA			612C		
KANSAS	7987	1802	1802		
LOUISIANA	7190		7987		
OHIO	7987		385D		
OKLAHOMA	7987 7		7192		

Description	ACNA Code(s)
ACNA(s)	CJI,XFL,XGA

AMENDMENT TO THE AGREEMENT BETWEEN

COX ARKANSAS TELCOM, L.L.C. D/B/A COX COMMUNICATIONS, COX BUSINESS SERVICES AND COX ARKANSAS TELCOM; COX ARKANSAS TELCOM, L.L.C.; COX CALIFORNIA TELCOM, LLC; COX FLORIDA TELCOM, L.P. D/B/A COX COMMUNICATIONS D/B/A COX BUSINESS D/B/A COX; COX GEORGIA TELCOM, L.L.C.; COX KANSAS TELCOM, L.L.C. D/B/A COX COMMUNICATIONS, INC.; COX LOUISIANA TELCOM, LLC; COX OHIO TELCOM, L.L.C.; COX OKLAHOMA TELCOM,

L.L.C.

AND

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA, AT&T GEORGIA AND AT&T LOUISIANA, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS AND AT&T OKLAHOMA

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CARRIER as shown in the attached Exhibit A.

WHEREAS, AT&T and CARRIER are Parties to the Agreement(s) as shown in the attached Exhibit A,

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order 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) ("FCC ICC Reform 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, Exhibit B Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
- 2. Intercarrier Compensation
 - 2.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit B hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
- 3. 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 (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. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
- 8. For Florida, Georgia, Kansas, Louisiana, Oklahoma: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended.

<u>Exhibit A</u>

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date	
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Cox Arkansas Telcom, L.L.C. d/b/a Cox Communications, Cox Business Services and Cox Arkansas Telcom	Interconnection	6/30/2010	
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Cox Arkansas Telcom, L.L.C.	Interconnection for OK	10/1/2010	
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Cox California Telcom, LLC	Interconnection	4/7/2010	
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Cox Florida Telcom, L.P. d/b/a Cox Communications d/b/a Cox Business d/b/a Cox	Interconnection	8/26/2010	
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Cox Georgia Telcom, L.L.C.	Interconnection	9/21/2010	
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Cox Kansas Telcom, L.L.C. d/b/a Cox Communications, Inc.	Interconnection	10/20/2010	
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Cox Louisiana Telcom, LLC	Interconnection	7/9/2010	
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Cox Ohio Telcom, L.L.C.	Interconnection	11/29/2010	
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Cox Oklahoma Telcom, L.L.C.	Interconnection	8/24/2006	

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Monthly Recurring Zone Charge (MRC)	Non- Recurring Charge (NRC) Additional	Per Unit
		LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as					
2MR-AT	FL	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU (Effective through 6/30/17)			0.0007		MOU
		LOCAL INTERCONNECTION (CALL	Rate for all ISP-Bound and Section 251(b)(5) Traffic as					
2MR-AT	FL	TRANSPORT AND TERMINATION)	per FCC-01-131, per MOU (Effective 7/01/17)			0.00bk		MOU
		LOCAL INTERCONNECTION (CALL	Common Transport - Per Mile, Per MOU (Effective					
2MR-AT	FL	TRANSPORT AND TERMINATION)	through 6/30/18)			0.0000035		MILE/MOU
		LOCAL INTERCONNECTION (CALL	Common Transport - Per Mile, Per MOU (Effective					
2MR-AT	FL	TRANSPORT AND TERMINATION)	7/1/2018)			0.00bk		MILE/MOU
		LOCAL INTERCONNECTION (CALL	Common Transport - Facilities Termination Per MOU					
2MR-AT	FL	TRANSPORT AND TERMINATION)	(Effective through 6/30/18)			0.0004372		MOU
		LOCAL INTERCONNECTION (CALL	Common Transport - Facilities Termination Per MOU					
2MR-AT	FL	TRANSPORT AND TERMINATION)	(Effective 7/1/2018)			0.00bk		MOU