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FPSC - COMMISSION CLERK

September 1, 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<sup>1</sup> between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and NOS Communications, Inc. d/b/a International Plus d/b/a 011 Communications d/b/a The Internet Business Association d/b/a I Vantage Network Solutions d/b/a Blueridge Telecom Systems ("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 April 3, 2006 in Docket Number 20060312-TP.

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

Sincerely,

A handwritten signature in black ink, reading "Richard T. Howell", is located below the "Sincerely," text.

Richard T. Howell  
Area Manager-Regulatory Relations

Attachment

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<sup>1</sup> This cover letter and the attached amendment replace in their entirety the cover letter and amendment filed 9/1/17 and issued Docket No. 20170194-TP.

**AMENDMENT**

**BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA,  
AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T  
MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND  
AT&T TENNESSEE, SOUTHWESTERN BELL TELEPHONE COMPANY  
D/B/A AT&T ARKANSAS, AT&T OKLAHOMA AND AT&T TEXAS**

**AND**

**NOS COMMUNICATIONS, INC.**

Signature: eSigned - Joseph T. Koppy

Signature: eSigned - William Bockelman

Name: eSigned - Joseph T. Koppy  
 (Print or Type)

Name: eSigned - William Bockelman  
 (Print or Type)

Title: CEO  
 (Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS  
 (Print or Type)

Date: 07 Aug 2017

Date: 08 Aug 2017

**NOS Communications, Inc.**

BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T OKLAHOMA and AT&T TEXAS by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN
ARKANSAS	7519	9396
FLORIDA	7519	---
GEORGIA	7519	---
KENTUCKY	7519	---
LOUISIANA	7519	---
MISSISSIPPI	7519	---
NORTH CAROLINA	7519	---
OKLAHOMA	7519	9257
SOUTH CAROLINA	7519	---
TENNESSEE	7519	---
TEXAS	7519	5488

Description	ACNA Code(s)
ACNA(s)	NOZ

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
NOS COMMUNICATIONS, INC.**

**AND  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA, AT&T GEORGIA, AT&T  
KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH  
CAROLINA AND AT&T TENNESSEE, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A  
AT&T ARKANSAS, AT&T OKLAHOMA AND AT&T TEXAS**

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, 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 Order"), the Parties desire to amend the Agreement to implement the terms of the 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 A - Listing of Agreements, and 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 Agreements 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 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. 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, Kentucky, Louisiana, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: 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.

**Exhibit A**

<b>AT&amp;T ILEC (“AT&amp;T”)</b>	<b>CARRIER Legal Name</b>	<b>Contract Type</b>	<b>Approval Date / Last Party Signed Date</b>
<b>BellSouth Telecommunications, LLC d/b/a AT&amp;T FLORIDA</b>	NOS Communications, Inc.	Interconnection	March 9, 2006
<b>BellSouth Telecommunications, LLC d/b/a AT&amp;T GEORGIA</b>	NOS Communications, Inc.	Interconnection	March 9, 2006
<b>BellSouth Telecommunications, LLC d/b/a AT&amp;T KENTUCKY</b>	NOS Communications, Inc.	Interconnection	March 9, 2006
<b>BellSouth Telecommunications, LLC d/b/a AT&amp;T LOUISIANA</b>	NOS Communications, Inc.	Interconnection	March 9, 2006
<b>BellSouth Telecommunications, LLC d/b/a AT&amp;T MISSISSIPPI</b>	NOS Communications, Inc.	Interconnection	March 9, 2006
<b>BellSouth Telecommunications, LLC d/b/a AT&amp;T NORTH CAROLINA</b>	NOS Communications, Inc.	Interconnection	March 9, 2006
<b>BellSouth Telecommunications, LLC d/b/a AT&amp;T SOUTH CAROLINA</b>	NOS Communications, Inc.	Interconnection	March 9, 2006
<b>BellSouth Telecommunications, LLC d/b/a AT&amp;T TENNESSEE</b>	NOS Communications, Inc.	Interconnection	March 9, 2006

<b>AT&amp;T ILEC (“AT&amp;T”)</b>	<b>CARRIER Legal Name</b>	<b>Contract Type</b>	<b>Approval Date / Last Party Signed Date</b>
<b>Southwestern Bell Telephone Company d/b/a AT&amp;T ARKANSAS</b>	NOS Communications, Inc.	Interconnection	April 3, 2006
<b>Southwestern Bell Telephone Company d/b/a AT&amp;T OKLOHOMA</b>	NOS Communications, Inc.	Interconnection	January 24, 2007
<b>Southwestern Bell Telephone Company d/b/a AT&amp;T TEXAS</b>	NOS Communications, Inc.	Interconnection	September 16, 2005

Pricing Sheet  
Exhibit B

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
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				0.00bk			MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Per Mile, Per MOU				0.00bk			MILE/MOU
2MR-AT	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Common Transport - Facilities Termination Per MOU				0.00bk			MOU