## DOCKET NO. 20180228-TP



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FILED 12/7/2018 DOCUMENT NO. 07442-2018 FPSC - COMMISSION CLERK

December 7, 2018

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 First Communications, LLC ("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 June 2, 2016 in Docket Number 20160141-TP.

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

Sincerely,

Richard T. Howell

Area Manager-Regulatory Relations

Archel 9. Howell

Attachment

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# **AMENDMENT**

### **BETWEEN**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, 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 KANSAS AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

# **AND**

FIRST COMMUNICATIONS, LLC, FIRST COMMUNICATIONS, LLC D/B/A EQUALNET D/B/A INCOMNET D/B/A WORLDXCHANGE, FIRST COMMUNICATIONS, LLC D/B/A OHIO FIRST COMMUNICATIONS



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Signature: eSigned - Jordge Rodriguez

Signature: <u>eSigned - William Bockelman</u>

Name: eSigned - Jordge Rodriguez

(Print or Type)

Name: eSigned - William Bockelman

(Print or Type)

Title: Director, Business Planning & Analysis

(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS

(Print or Type)

Date: 19 Nov 2018

Date: 19 Nov 2018

First Communications, LLC, First Communications, LLC d/b/a Equalnet d/b/a Incomnet d/b/a Worldxchange, First Communications, LLC d/b/a Ohio First Communications

BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, 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 KANSAS and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
CALIFORNIA	4199	756E	
FLORIDA	4199	756E	
ILLINOIS	4199,8315	275C,5917	5917
INDIANA	4199,8315	9683	
KANSAS	4199	758E	
MICHIGAN	4199,8315	9682	
OHIO	4199,8315	9682	508D
TEXAS	4199	759E	
WISCONSIN	4199,8315	510D	

Description	ACNA Code(s)	
ACNA(s)	NWO, COJ	

#### Version: 07/05/18

# AMENDMENT TO THE AGREEMENT BETWEEN

FIRST COMMUNICATIONS, LLC, FIRST COMMUNICATIONS, LLC D/B/A EQUALNET D/B/A INCOMNET D/B/A WORLDXCHANGE, FIRST COMMUNICATIONS, LLC D/B/A OHIO FIRST COMMUNICATIONS

#### **AND**

PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA; BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA; INDIANA BELL TELEPHONE INCORPORATED D/B/A AT&T INDIANA; ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS; THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO; MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN; SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS, AT&T TEXAS; WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

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

WHEREAS, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit A.

WHEREAS, the Parties desire to modify certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements; and

**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 within this Amendment by this reference and constitute a part of this Amendment.
- 2. The Parties agree to replace Sections 9.1 and 9.2 from Attachment 07 Operations Support Systems with the following language:
  - 9.0 Data Connection Security Requirements
  - 9.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Amendment's Section 2 and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.
  - 9.2 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T's "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document, which is revised from time to time and posted to the AT&T CLEC Online website.
- 3. CLEC Notice information as set forth in the General Terms and Conditions of the Agreements has been updated to reflect the following:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Jordge Rodriguez Director, Business Planning & Analysis
STREET ADDRESS	3340 Market Street
CITY, STATE, ZIP CODE	Akron, OH 44333
PHONE NUMBER*	(630) 812-6395
FACSIMILE NUMBER	(866) 953-0376

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EMAIL ADDRESS	jrodriguez@firstcomm.com	
	AT&T CONTACT	
NAME/TITLE	Contract Management ATTN: Notices Manager	
FACSIMILE NUMBER	(214) 712-5792	
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website	

<sup>\*</sup>Informational only and not to be considered as an official notice vehicle under this Section.

- 4. 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.
- 5. 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.
- 6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 8. 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.
- 9. For Florida, Illinois, Indiana, Kansas, Michigan, and 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 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. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

## Exhibit A

AT&T ILEC ("AT&T")	CLEC Name	Contract Type	Approval Date
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	First Communications, LLC	Interconnection Agreement	9/13/2016
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	First Communications, LLC	Interconnection Agreement	9/2/2016
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	First Communications, LLC	Interconnection Agreement	8/16/2016
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	First Communications, LLC d/b/a Ohio Communications, LLC	Interconnection Agreement	8/12/2016
Illinois Bell Telephone Company, LLC d/b/a ATT ILLINOIS	First Communications, LLC	Interconnection Agreement	5/7/2016
Indiana Bell Telephone Incorporated d/b/a AT&T INDIANA	First Communications, LLC	Interconnection Agreement	1/19/2012
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	First Communications, LLC d/b/a Equalnet d/b/a Incomnet d/b/a Worldxchange	Interconnection Agreement	3/29/2016
The Ohio Bell Telephone Company d/b/a AT&T OHIO	First Communications, LLC	Interconnection Agreement	5/27/2016
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	First Communications, LLC	Interconnection Agreement	4/21/2016