



Sallv Briar Area Manager-Regulatory Relations FILED 11/30/2022 DOCUMENT NO. 11799-2022 sb1621@att.com FPSC - COMMISSION CLERK www.att.com

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November 30, 2022

Adam J. Teitzman **Commission Clerk** Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

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 GC Pivotal, LLC d/b/a Global Capacity ("CLEC")

Mr. Teitzman:

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 August 2, 2016 in Docket Number 20160179-TP.

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

Sincerely,

Sally Brian

Sally Briar Area Manager-Regulatory Relations

Attachment

# AMENDMENT

# BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, 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, 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 ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

## AND

# GC PIVOTAL, LLC, GC PIVOTAL, LLC D/B/A GLOBAL CAPACITY



GC Pivot Capacity	al, LLC, GC Pivotal, LLC d/b/a Global	ALABAMA	Telecommunications, LLC d/b/a AT&T A, AT&T FLORIDA, AT&T GEORGIA, AT&T Y. AT&T LOUISIANA, AT&T MISSISSIPPI.
Date:	12 Aug 2022	Date:	16 Aug 2022
Title:	Title: Supplier Management (Print or Type)	Title:	AVP- Regulatory (Print or Type)
Name:	eSigned - Antonio Uribe (Print or Type)	Name:	eSigned - Kristen E. Shore (Print or Type)
Signature:	eSigned - Antonio Uribe	Signature:	eSigned - Kristen E. Shore

ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T ALABAMA, 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, 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 ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

#### AMENDMENT TO THE AGREEMENT BETWEEN GC PIVOTAL, LLC, GC PIVOTAL, LLC D/B/A GLOBAL CAPACITY AND

### BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, 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, 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 ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, 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, 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 ARKANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T") and GC Pivotal, LLC, GC Pivotal, LLC d/b/a Global Capacity ("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"), signed July 5, 2016 and as subsequently amended (the "Agreement"); and

WHEREAS, The Parties desire to amend the Interconnection Agreement to modify certain rates; 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 and the terms and conditions contained herein, and Pricing Sheets (Exhibit A and Exhibit B), all of which are hereby incorporated by this reference and constitute a part of this Amendment.
- 2. Add the Pricing Sheet in Exhibit A. The rates in Exhibit A supersede the rates for the corresponding elements in the Pricing Sheet in the Agreement.
- 3. To the extent CLEC is no longer purchasing commercial local transport pursuant to a separate agreement using the USOCs and Basic Classes of Services set forth on the Pricing Sheet in Exhibit A, CLEC shall provide Notice to AT&T to implement the rates set forth in Exhibit B. Upon verification that CLEC is no longer purchasing commercial local transport, AT&T will implement the rates in Exhibit B. Depending on CLEC's bill period and AT&T billing system processes, the rate change may take up to two billing cycles to go into effect.
- 4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 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. 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.

7. This Amendment shall be filed with the applicable State Commission(s) and will become effective July 12, 2022.

#### PRICING SHEETS Exhibit A – DS1 DS3 Local Wholesale Transport

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
		AT&T LOCAL WHOLESALE								
LWT	FL	TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD1	1L5XX		.27	7		mile
		AT&T LOCAL WHOLESALE								
LWT	FL	TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD1	1L5XX		\$ 0.54	L		
		AT&T LOCAL WHOLESALE								
LWT	FL	TRANSPORT	Interoffice Channel - DS1 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD1	1L5XX		\$ 2.70	)		
		AT&T LOCAL WHOLESALE	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2022 -							
LWT	FL	TRANSPORT	July 11, 2023)	U1TD1	U1TF1		\$ 132.66	5 \$ 105.54	\$ 98.47	
		AT&T LOCAL WHOLESALE	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2023 -							
LWT	FL	TRANSPORT	July 11, 2024)	U1TD1	U1TF1		\$ 265.32	2 \$ 105.54	\$ 98.47	
		AT&T LOCAL WHOLESALE	Interoffice Channel - DS1 - Facility Termination (Effective July 12, 2024 -							
LWT	FL	TRANSPORT	July 11, 2025)	U1TD1	U1TF1		\$ 1,326.60	\$ 105.54	\$ 98.47	
		AT&T LOCAL WHOLESALE								
LWT	FL	TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2022 - July 11, 2023)	U1TD3	1L5XX		\$ 5.80	)		mile
		AT&T LOCAL WHOLESALE								
LWT	FL	TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2023 - July 11, 2024)	U1TD3	1L5XX		\$ 11.60	)		
		AT&T LOCAL WHOLESALE			4. <b>-</b>					
LWT	FL	TRANSPORT	Interoffice Channel - DS3 - per mile (Effective July 12, 2024 - July 11, 2025)	U1TD3	1L5XX		\$ 58.00	)		
		AT&T LOCAL WHOLESALE	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2022 -							
LWT	FL	TRANSPORT	July 11, 2023)	U1TD3	U1TF3		\$ 1,606.50	\$ 335.46	\$ 219.28	
		AT&T LOCAL WHOLESALE	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2023 -		114752		¢ 2.242.04		¢ 240.22	
LWT	FL		July 11, 2024)	U1TD3	U1TF3		\$ 3,213.00	אָ <u>אָ</u> 335.46	\$ 219.28	
	-	AT&T LOCAL WHOLESALE	Interoffice Channel - DS3 - Facility Termination (Effective July 12, 2024 -				6 1 C OCE O		ć 210.20	
LWT	FL	TRANSPORT	July 11, 2025)	U1TD3	U1TF3		\$ 16,065.00	)	\$ 219.28	

#### Page 4 of 32

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
		UNBUNDLED DEDICATED								
13	FL	TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX		\$ 0.19			mile
		UNBUNDLED DEDICATED								
13	FL	TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1		\$ 88.44	\$ 105.54	\$ 98.47	
		UNBUNDLED DEDICATED								
13	FL	TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX		\$ 3.87			mile
		UNBUNDLED DEDICATED								
13	FL	TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3		\$ 1,071.00	\$ 335.46	\$ 219.28	

#### Page 4 of 20