

### Janet Arnold Manager-Regulatory Relations

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January 5, 2015

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 and AT&T Corp.

Dear Ms. Stauffer:

Please find attached for filing and approval an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida and AT&T Corp.

The underlying agreement was filed on March 31, 2006 in Docket Number 060304-TP.

If you have any questions regarding this filing, please do not hesitate to contact me.

Sincerely,

Attachment

Tanet Arnold

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## **AMENDMENT**

## **BETWEEN**

# BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA

**AND** 

AT&T CORP.



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Signature: eSigned - Jeff King	Signature: eSigned - William A. Bockelman			
Name: eSigned - Jeff King (Print or Type)	Name: eSigned - William A. Bockelman (Print or Type)			
Title: Director Financial Analysis (Print or Type)	Title: Director (Print or Type)			
Date: <u>05 Dec 2014</u>	Date: 08 Dec 2014			
AT&T Corp.	BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA by AT&T Services, Inc., its authorized			

agent

State	Resale OCN	ULEC OCN			
FLORIDA	7421	7934			

Description	ACNA Code(s)				
ACNA(s)	ATX				

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# AMENDMENT TO THE AGREEMENT BETWEEN AT&T CORP. AND BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T FLORIDA

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, Inc. d/b/a AT&T FLORIDA ("AT&T") and AT&T Corp. ("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"), dated March 14, 2006 and as subsequently amended (the "Agreement"); 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, and Exhibit A and Exhibit B Pricing Sheet immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
- 2. The Parties agree to add the following definitions to the General Terms and Conditions of the Interconnection Agreement:
  - "Accessible Letter(s)" means the correspondence used to communicate pertinent information regarding <u>AT&T SOUTHEAST REGION 9-STATE</u> to the CLEC community and is (are) provided via posting to the AT&T CLEC Online website.
  - "<u>AT&T SOUTHEAST REGION 9-STATE</u>" the AT&T owned ILEC doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
  - "Business Day" means Monday through Friday, excluding holidays on which the applicable <u>AT&T SOUTHEAST</u> <u>REGION 9-STATE</u> ILEC does not provision new retail services and products.
  - "Commission" means the applicable State agency with regulatory authority over Telecommunications.
  - "End User(s)" means a Third Party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term "End User(s)" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
  - "Notice" is official correspondence between the Parties sent in accordance with Notice Sections 17.1-17.3 of this General Terms and Conditions.
  - "Party" means either CLEC or the AT&T owned ILEC; use of the term "Party" includes each of the AT&T owned ILEC(s) that is a Party to this Agreement. "Parties" means both CLEC and the AT&T owned ILEC.
  - "Third Party" is any Person other than a Party.
- The Parties agree to add the following language as Section 26 to the General Terms and Conditions of the Interconnection Agreement.

### 26. Joint and Several Liability

- In the event that CLEC consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using CLEC's company codes or identifiers, all such entities shall be jointly and severally liable for CLEC's obligations under this Agreement.
- 4. The Parties agree to add Exhibit A Intercarrier Compensation for Wholesale Local Switching as Exhibit G to Attachment 3 of the Agreement.

- 5. The Parties agree to add the rates for Local Interconnection (Call Transport and Termination) for Wholesale Local Switching in <u>AT&T SOUTHEAST REGION 9-STATE</u> as set forth in Exhibit B, the AT&T Pricing Sheet(s) for the State(s) of Florida.
- 6. The Parties agree to replace Section 17 of the General Terms and Conditions to the Agreement with the following language:

### 17. Notices

- Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
  - 17.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.
  - 17.1.2 delivered by facsimile provided CLEC and/or <u>AT&T SOUTHEAST REGION 9-STATE</u> has provided such information in Section 17.3 below.
  - 17.1.3 delivered by electronic mail (email) provided CLEC and/or <u>AT&T SOUTHEAST REGION 9-STATE</u> has provided such information in Section 17.3 below.
- 17.2 Notices will be deemed given as of the earliest of:
  - 17.2.1 the date of actual receipt;
  - 17.2.2 the next Business Day when sent via express delivery service;
  - 17.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
  - 17.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
  - 17.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to CLEC AT&T SOUTHEAST REGION 9-STATE.
- 17.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT				
NAME/TITLE	Karen Schlageter U.S. Carrier Relation Financials & Access Bid Support				
STREET ADDRESS	4467 Saint Michaels Dr.				
CITY, STATE, ZIP CODE	Lilburn, GA 30047				
PHONE NUMBER*	(770) 935-9098				
FACSIMILE NUMBER	(281) 664-4381				
EMAIL ADDRESS	KS1673@att.com				

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th Floor Four AT&T Plaza

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CITY, STATE, ZIP CODE	Dallas, TX 75202-5398			
FACSIMILE NUMBER	(214) 712-5792			
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website			

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

- 17.4 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 17. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- In addition, CLEC agrees that it is responsible for providing <u>AT&T SOUTHEAST REGION 9-STATE</u> with CLEC's OCN and ACNA numbers for the States in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to <u>AT&T SOUTHEAST REGION 9-STATE</u> to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 17. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.
  - 17.5.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.
  - 17.5.2 CLEC may be able to place orders for certain services in <u>AT&T SOUTHEAST REGION 9-STATE</u> without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.
- AT&T SOUTHEAST REGION 9-STATE communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the <u>AT&T SOUTHEAST REGION 9-STATE</u> CLEC Online website, inclusive of a variety of subjects including changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
- 17.7 CLEC may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.
- 7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 8. Reservation of Rights. 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.
- 9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 10. 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.

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### 1.0 <u>Intercarrier Compensation for Wholesale Local Switching Traffic</u>

- 1.1 Where CLEC purchases local switching from <u>AT&T SOUTHEAST REGION 9-STATE</u> either on a stand alone basis or in combination pursuant to the terms of a separately negotiated commercial agreement (herein after referred to as "Wholesale Local Switching" or "switching on a wholesale basis"), CLEC shall establish agreements with and will deal directly with Third Party carriers, such as independent companies, ILECs, CMRS or wireless carriers and other CLECs, for purposes of reciprocal compensation for calls originated by or terminated to the End Users served by such arrangements. <u>AT&T SOUTHEAST REGION 9-STATE</u> is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this Section.
- The following intercarrier compensation terms shall apply to all traffic exchanged between <u>AT&T SOUTHEAST</u> REGION 9-STATE and CLEC when CLEC purchases Wholesale Local Switching.
  - 1.2.1 For calls terminating to third parties, such as other CLECs, wireless carriers and independent companies, CLEC shall establish agreements with and will deal directly with third party carriers for purposes of intercarrier compensation for calls originated by or terminated to the End Users served by such arrangements. If CLEC does not have such an agreement with a third party carrier and <a href="AT&T SOUTHEAST REGION 9-STATE">AT&T SOUTHEAST REGION 9-STATE</a> is charged termination charges by a third party terminating a call originated by CLEC, or if such third party carrier bills <a href="AT&T SOUTHEAST REGION 9-STATE">AT&T SOUTHEAST REGION 9-STATE</a> for terminating such calls, despite the existence of such an agreement, then <a href="AT&T SOUTHEAST REGION 9-STATE">AT&T SOUTHEAST REGION 9-STATE</a> may, at its option:
    - 1.2.1.1 Pay such charges as billed by the third party carrier and charge End Office Switching or its equivalent to CLEC as set forth in the pricing schedule; or
    - 1.2.1.2 Pay such charges as billed by the third party carrier and CLEC will reimburse the full amount of such charges within thirty (30) days of <u>AT&T SOUTHEAST REGION 9-STATE</u>'s request for reimbursement.
  - The following reciprocal compensation terms shall apply to all traffic exchanged between <a href="AT&T SOUTHEAST REGION 9-STATE">AT&T SOUTHEAST REGION 9-STATE</a> and CLEC when CLEC purchases local switching from <a href="AT&T SOUTHEAST REGION 9-STATE">AT&T SOUTHEAST REGION 9-STATE</a> on a wholesale basis.
    - 1.2.2.1 For intra-switch Wholesale Local Switching Traffic exchanged between <u>AT&T SOUTHEAST REGION 9-STATE</u> and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.
  - 1.2.3 For inter switch 7 or 10-digit dialed Wholesale Local Switching Traffic originated by CLEC, intercarrier compensation shall apply as follows:
    - 1.2.3.1 For interswitch Wholesale Local Switching Traffic exchanged between <u>AT&T SOUTHEAST REGION 9-STATE</u> and CLEC where CLEC's End User originates a call that is terminated to an <u>AT&T SOUTHEAST REGION 9-STATE</u> End User or to an End User served by <u>AT&T SOUTHEAST REGION 9-STATE</u> resold services in the <u>AT&T SOUTHEAST REGION 9-STATE</u> area, CLEC shall compensate AT&T for such traffic at the End Office Switching rate or its equivalent as set forth in the Pricing Schedule.
    - 1.2.3.2 For calls originated by a third party and terminating to CLEC where such CLEC purchases Wholesale Local Switching from <u>AT&T SOUTHEAST REGION 9-STATE</u> to provide service to its End User, <u>AT&T SOUTHEAST REGION 9-STATE</u> shall charge the originating CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule at the terminating end office. <u>AT&T SOUTHEAST REGION 9-STATE</u> shall not charge the terminating CLEC for End Office Switching or its equivalent at the terminating end office.
  - 1.2.4 For inter switch 7 or 10-digit dialed Wholesale Local Switching Traffic terminated by CLEC, intercarrier compensation shall apply as follows:
    - 1.2.4.1 For calls originated by an <u>AT&T SOUTHEAST REGION 9-STATE</u> End User or by an End User served by <u>AT&T SOUTHEAST REGION 9-STATE</u> resold services, <u>AT&T SOUTHEAST REGION 9-STATE</u> shall not charge CLEC for End Office Switching at the terminating end office

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- for use of the network component; therefore, CLEC may not charge <u>AT&T SOUTHEAST</u> <u>REGION 9-STATE</u> intercarrier compensation or any other charges for termination of such calls.
- 1.2.4.2 For calls originated by a third party CLEC where such CLEC purchases Wholesale Local Switching from <u>AT&T SOUTHEAST REGION 9-STATE</u> to provide service to its End User, <u>AT&T SOUTHEAST REGION 9-STATE</u> shall not charge CLEC for End Office Switching at the terminating end office for use of the network component; therefore, CLEC shall not charge the originating CLEC or <u>AT&T SOUTHEAST REGION 9-STATE</u> intercarrier compensation or any other charges for termination of such calls.
- 1.2.5 For intraLATA 1+ dialed Wholesale Local Switching Traffic terminating to CLEC where the originating carrier uses <a href="AT&T SOUTHEAST REGION 9-STATE">AT&T SOUTHEAST REGION 9-STATE</a>'s Carrier Identification Code (CIC) for its End User's LPIC, then intercarrier compensation shall apply as follows:
  - 1.2.5.1 For calls originated by an <u>AT&T SOUTHEAST REGION 9-STATE</u> resold services, <u>AT&T SOUTHEAST REGION 9-STATE</u> resold services, <u>AT&T SOUTHEAST REGION 9-STATE</u> resold services, <u>AT&T SOUTHEAST REGION 9-STATE</u> shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule at the terminating end office for use of the end office switching network components used in terminating such calls. CLEC may charge <u>AT&T SOUTHEAST REGION 9-STATE</u> for intercarrier compensation at the rate for End Office Switching or its equivalent as set forth in the Pricing Schedule. CLEC shall not charge originating or terminating switched access rates to <u>AT&T SOUTHEAST REGION 9-STATE</u> for termination of those calls.
- 1.2.6 For intraLATA 1+ dialed Wholesale Local Switching Traffic originated by CLEC where CLEC uses <u>AT&T SOUTHEAST REGION 9-STATE</u> Carrier Identification Code (CIC) for its End User's Local Preferred Interexchange Carrier (LPIC), intercarrier compensation shall apply as follows:
  - 1.2.6.1 For calls terminating to <u>AT&T SOUTHEAST REGION 9-STATE</u> or to an End User served by <u>AT&T SOUTHEAST REGION 9-STATE</u> resold services, <u>AT&T SOUTHEAST REGION 9-STATE</u> shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule.
  - 1.2.6.2 For calls terminating to a third party LEC where such LEC is utilizing <a href="AT&T SOUTHEAST REGION 9-STATE">AT&T SOUTHEAST REGION 9-STATE</a> Wholesale Local Switching to provide service to its End User, <a href="AT&T SOUTHEAST REGION 9-STATE">AT&T SOUTHEAST REGION 9-STATE</a> will not charge the terminating LEC for End Office Switching at the terminating end office. In the event that <a href="AT&T SOUTHEAST REGION 9-STATE">AT&T SOUTHEAST REGION 9-STATE</a> is charged terminating charges by the LEC, <a href="AT&T SOUTHEAST REGION 9-STATE">AT&T SOUTHEAST REGION 9-STATE</a> may pay such charges and CLEC will reimburse <a href="AT&T SOUTHEAST REGION 9-STATE">AT&T SOUTHEAST REGION 9-STATE</a> the full amount of such charges within thirty (30) days following <a href="AT&T SOUTHEAST REGION 9-STATE">AT&T SOUTHEAST REGION 9-STATE</a> the full amount of reimbursement.
- 1.2.7 For calls originated by or terminating to interexchange carriers (IXCs) through a switched access service arrangement, CLEC may bill the IXC in accordance with the CLEC's tariff and will not bill <a href="AT&T SOUTHEAST REGION 9-STATE">AT&T SOUTHEAST REGION 9-STATE</a> any charges for such calls. CLEC shall pay <a href="AT&T SOUTHEAST REGION 9-STATE">AT&T SOUTHEAST REGION 9-STATE</a> is network in accordance with the rates set forth in the Pricing Schedule.

#### PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	usoc	Zone	Monthly Recurring Charge (MRC)	 Non- Recurring Charge (NRC) Additional	Per Unit
2		LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.0007662		MOU

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