

Richard T. Howell Area Manager-Regulatory Relations

AT&T 208 S. Akard St. #2510.02 Dallas, Texas 75202 T: (214)757-8099 F: (214)746-2232 rh2514@att.com www.att.com

DOCKET NO. 20170162-TP

FILED 7/26/2017 DOCUMENT NO. 06249-2017 FPSC - COMMISSION CLERK

July 26, 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 TEC of Jackson, Inc.

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 TEC of Jackson, Inc. The underlying agreement was filed on February 14, 2006 in Docket Number 060131-TP.

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

Sincerely,

Richard T. Howell

Area Manager-Regulatory Relations

Archel 9. Howell

Attachment

Contract Id: 8435355

Signature Page/AT&T-21STATE Page 1 of 2 TEC OF JACKSON, INC. Version: 4Q15 – 10/20/15

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T LOUISIANA, AT&T MISSISSIPPI AND AT&T TENNESSEE, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS

AND

TEC OF JACKSON, INC.



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Signature: eSigned - James Garner Signature: eSigned - William Bockelman

Name: eSigned - James Garner Name: eSigned - William Bockelman

(Print or Type) (Print or Type)

Title: Vice President of Operations Title: DIR-INTERCONNECTION AGREEMENTS

(Print or Type) (Print or Type)

Date: 22 Jun 2017 Date: 22 Jun 2017

TEC of Jackson, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T
ALABAMA, AT&T FLORIDA, AT&T LOUISIANA, AT&T
MISSISSIPPI and AT&T TENNESSEE, Southwestern
Bell Telephone Company d/b/a AT&T ARKANSAS by

AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN	
ALABAMA	3705	994A		
LOUISIANA	3705	122A	984D	
MISSISSIPPI	3705	9768	3704	
TENNESSEE	3705	076B		

Description	ACNA Code(s)		
ACNA(s)	CGI		

Amendment – ICC/AT&T-21STATE Page 1 of 2 TEC OF JACKSON, INC. Version: 10/25/16

AMENDMENT TO THE AGREEMENT BETWEEN TEC OF JACKSON, INC. AND

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T LOUISIANA, AT&T MISSISSIPPI AND AT&T TENNESSEE, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS

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:

 The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A and Exhibit C - 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 C, 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 C hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
- 3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement
- 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.

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9. For Alabama, Florida, Louisiana, Mississippi, Tennessee: 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.

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Exhibit A

AT&T ILEC ("AT&T")	CARRIER Legal Name	Contract Type	Approval Date / Last Party Signed Date	
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	TEC of Jackson, Inc.	Interconnection	January 30, 2006	
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	1 Ed of Jackson, mei		January 30, 2006	
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	TEC of Jackson, Inc.	Interconnection	January 30, 2006	
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	TEC of Jackson, Inc.	Interconnection	January 30, 2006	
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	TEC of Jackson, Inc.	Interconnection	January 30, 2006	
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	TEC of Jackson, Inc.	Interconnection	April 3, 2006	

Pricing Sheet Exhibit C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Monthly Recurring Recurring Charge (NRC) Zone Charge (MRC) First	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