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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 Resale Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida d/b/a AT&T Southeast and Florida Payphone Operations, Inc. (formerly known as Discount CLEC Services Corporation) ("CLEC").

Ms. Stauffer:

Attached for filing and approval is an Amendment to the Resale 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 September 27, 2016 in Docket Number 20160215-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

**AMENDMENT**

**BETWEEN**

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

**AND**

**FLORIDA PAYPHONE OPERATIONS, INC.**

Signature: eSigned - John Cory

Signature: eSigned - William Bockelman

Name: eSigned - John Cory  
(Print or Type)

Name: eSigned - William Bockelman  
(Print or Type)

Title: President  
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)

Date: 09 Nov 2018

Date: 09 Nov 2018

Florida Payphone Operations, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T  
FLORIDA by AT&T Services, Inc., its authorized  
agent

State	Resale OCN
FLORIDA	362H

Description	ACNA Code(s)
ACNA(s)	XDC

**AMENDMENT TO  
RESALE AGREEMENT  
BY AND BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA  
AND  
FLORIDA PAYPHONE OPERATIONS, INC.**

The Resale Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA ("AT&T FLORIDA") and Florida Payphone Operations, Inc. (f/k/a Discount CLEC Services Corporation), is hereby amended as follows.

**WHEREAS**, AT&T FLORIDA and Discount CLEC Services Corporation ("Discount CLEC") are the parties to that certain "Resale Agreement" approved as of December 29, 2016 (the "Agreement"); and

**WHEREAS**, Discount CLEC Services Corporation has changed its name to "Florida Payphone Operations, Inc.", and wishes to reflect that name change as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, AT&T FLORIDA and Florida Payphone hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Discount CLEC Services Corporation" to "Florida Payphone Operations, Inc."
2. AT&T FLORIDA shall reflect that name change from "Discount CLEC Services Corporation" to "Florida Payphone Operations, Inc." only for the main billing account (header card) for each of the accounts previously billed to Discount CLEC. AT&T FLORIDA shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T FLORIDA's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Florida Payphone affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Discount CLEC with AT&T FLORIDA for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, Florida Payphone shall operate with AT&T FLORIDA under the "Florida Payphone Operations, Inc." name for those accounts. Such operation shall include, by way of example only, submitting orders under Florida Payphone, and labeling (including re-labeling) equipment and facilities with Florida Payphone. Any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Carrier's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. Carrier must submit the appropriate service request to AT&T-21STATE to update Carrier's name on all applicable billing accounts (BANs), and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End User records, Carrier must submit the appropriate service request(s) to AT&T-21STATE to update Carrier's name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
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: 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.