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Jeanne W. Stockman
Associate General Counsel

March 5, 2021

VIA ELECTRONIC FILING

Mr. Adam Teitzman, Director
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Approval of Resale Forbearance Amendment to the Interconnection Agreement by and between Embarq Florida, Inc. d/b/a CenturyLink and Comcast Phone of Florida, LLC dba Comcast Digital Phone for the State of Florida
Docket No. 20160209

Dear Mr. Teitzman:

Please find enclosed for approval and filing the Resale Forbearance Amendment to the Interconnection Agreement between Embarq Florida, Inc. d/b/a CenturyLink and Comcast Phone of Florida, LLC dba Comcast Digital Phone.

If you have any questions on this matter, please contact me at 984-237-1330.

Sincerely,

/s/ Jeanne W. Stockman

JWS/sc

Enclosure(s)

cc: Beth O'Donnell, Director Regulatory Affairs (*on behalf of Comcast*)(*via electronic mail:*
beth_odonnell@comcast.com)

**Resale Forbearance Amendment
to the Interconnection Agreement between
Embarq Florida, Inc. d/b/a CenturyLink
and
Comcast Phone of Florida, LLC dba Comcast Digital Phone
for the State of Florida**

This is an Amendment (“Amendment”) to the Interconnection Agreement between Embarq Florida, Inc. d/b/a CenturyLink (“CenturyLink”), a Colorado corporation, and Comcast Phone of Florida, LLC dba Comcast Digital Phone (“Comcast”). CenturyLink and Comcast shall be known jointly as the “Parties”.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement (“Agreement”) for service in the state of Florida which was executed on August 16, 2016; and

WHEREAS, on August 2, 2019, the FCC released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the “UNE Analog Loop and Resale Forbearance Order”), which became effective upon release (referred to as the “Forbearance Order”); and

WHEREAS, the Parties agree that the Forbearance Order is a change in Applicable Law that, pursuant to the terms of the Agreement, must be incorporated through an amendment to the Agreement; and

WHEREAS, in order to implement the terms of the Forbearance Order and consistent with the terms of the Agreement regarding changes in Applicable Law, the Parties desire to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding terms and conditions for Resale as set forth in attachments and Table 1 to this Amendment, attached hereto and incorporated herein by this reference. Any capitalized terms not defined specifically in this Amendment are as defined in the Agreement.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission, or by being permitted to go into effect by operation of law; however, the Parties agree to implement the provisions of this Amendment upon execution.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be

amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Comcast Phone of Florida, LLC dba
Comcast Digital Phone**


Gloria Faust (Jan 20, 2021 17:50 EST)

Signature

Gloria Faust
Name Printed/Typed

Vice President Voice Product Management

Title
Jan 20, 2021

Date

Embarq Florida, Inc. d/b/a CenturyLink


Kimberly J. Povirk (Jan 20, 2021 17:09 CST)

Signature

Kimberly J. Povirk
Name Printed/Typed

Sr. Dir. Bus. Ops Wholesale Sales

Title
Jan 20, 2021

Date

ATTACHMENT 1

- 1. Resale Provisions** – Pursuant to the Forbearance Order, Comcast’s ability to order new services and retain existing services from CenturyLink for resale pursuant to the Agreement, including Directory Listings and Directory Assistance that pertain to Resale, of the Agreement are altered as follows:
- a. Effective Date to February 2, 2020** – During the time period from the Effective Date of this Amendment until February 2, 2020, Comcast may order services for resale pursuant to the applicable terms and conditions of the Agreement, including the discounts delineated in Exhibit A of this Amendment (“wholesale discount”). In addition, Comcast may make changes in existing resold services, also pursuant to the applicable terms of the Agreement, until February 2, 2020.
 - b. After February 2, 2020 to August 2, 2022** – After February 2, 2020, any services Comcast orders for resale from CenturyLink pursuant to the applicable provisions of the Agreement will no longer receive a wholesale discount. Any orders for such new services for resale are subject to the applicable retail Tariff rates.
 - i. For any services procured for resale under the terms of the Agreement (“Existing Resale Services”) on February 2, 2020 or prior, CenturyLink will continue to provide such Existing Resale Services pursuant to the terms of the Agreement, including the wholesale discounts until August 2, 2022.
 - ii. For any services procured for resale under the terms of the Agreement after February 2, 2020, CenturyLink will continue to provide Resale Services pursuant to the terms of the Agreement, removing the wholesale discounts.
 - 1. CenturyLink, on no more than quarterly basis, may conduct an internal review of Comcast’s resale order activity in order to accurately bill new resale services ordered by Comcast after February 2, 2020 under the terms of the Agreement and to which a wholesale discount was applied by CenturyLink.
 - 2. CenturyLink may issue applicable credits or debits using the effective date that the new resale service(s) was originally ordered (“Resale True-Up Bill”) removing the wholesale discount for such resale service(s);
 - 3. A Resale True-Up Bill will be issued no more than twelve (12) months following the effective date that the new resale service(s) was ordered.
 - c. After August 2, 2022** – The Parties agree that CenturyLink will continue to provide new resale services and Existing Resale Services pursuant to the terms of the Agreement without the application of the wholesale discount.

Table 1 - Rates

KEY CODES		Embarq - Florida		January 2020
MRC	NRC	ICA Elements		
Effective on Embedded Base Ordered Prior to 2/2/20				
		Resale Discounts (*A, *B, *C)	MRC	NRC
		Other than Operator / DA	19.40%	
		Op Assist / DA	12.10%	
		Resale Tag & Label (*A, B, *C)	MRC	NRC
I0004		Tag and Label on resale		\$4.72
I0005		Tag and Label on a reinstall resale		\$9.44
I0006		Tag and Label on resale on the same order at the same location		\$3.78
I0014		2-Wire Loop Cooperative Testing		\$46.71
I0015		4-Wire Loop Cooperative Testing		\$66.99
		LNP Coordinated Conversion (Hot Cut) - Lines 1 -10		\$47.33
		LNP Coordinated Conversion (Hot Cut) - Each additional line		\$4.24
		Other Charges (*A , B, *C)	MRC	NRC
		Temporary Suspension of Service for Resale - SUSPEND		\$0.00
		Temporary Suspension of Service for Resale - RESTORE		\$21.00
Effective on Orders after 2/2/20				
		Resale Discounts (*A, B, *C)	MRC	NRC
		Other than Operator / DA	0.00%	
		Op Assist / DA	0.00%	
		Resale Tag & Label (*A, B, *C)	MRC	NRC
I0004		Tag and Label on resale		\$4.72
I0005		Tag and Label on a reinstall resale		\$9.44
I0006		Tag and Label on resale on the same order at the same location		\$3.78
I0014		2-Wire Loop Cooperative Testing		\$46.71
I0015		4-Wire Loop Cooperative Testing		\$66.99
		LNP Coordinated Conversion (Hot Cut) - Lines 1 -10		\$47.33
		LNP Coordinated Conversion (Hot Cut) - Each additional line		\$4.24
		Other Charges (*A , B, *C)	MRC	NRC
		Temporary Suspension of Service for Resale - SUSPEND		\$0.00
		Temporary Suspension of Service for Resale - RESTORE		\$21.00
*A	<p>The Federal Communications Commission (the, "FCC" or "Commission") released Order FCC 19-66, a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141, et al (the "UNE Transport Order"), and on August 2, 2019, released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the "UNE Analog Loop and Resale Forbearance Order") which altered CenturyLink's obligations to provide certain unbundled network elements. As a result, any rate with this footnote attached to it only applies to UNEs and Resold services according to the terms of the UNE/Resale Forbearance Amendment of the Agreement. Any rate with this footnote is no longer applicable in any way after August 2, 2022.</p>			
*B	<p>The rates in this table apply solely to services ordered for UNE/Resale on or before February 2, 2020. Any new services for UNE/Resale incorrectly ordered after February 2, 2020 will not have the discounts or rates applicable in this table, but instead will be subject to the applicable tariff, price list or catalog rates.</p>			
*C	<p>The rates in this table apply solely to services ordered for UNE/Resale on or before February 2, 2020. Any new services for Resale ordered after February 2, 2020 will not have the discounts or rates applicable in this table, but instead will be subject to the applicable tariff, price list or catalog rates.</p>			