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May 24, 2019

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 Uniti Fiber LLC ("CLEC")

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 CLEC. The underlying agreement was filed on September 18, 2018 in Docket Number 20180177-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 ALABAMA,  
AT&T FLORIDA, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA  
AND AT&T TENNESSEE, 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 AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A  
AT&T WISCONSIN**

**AND**

**UNITI FIBER, LLC**

Signature: eSigned - Andy Newton

Signature: eSigned - William Bockelman

Name: eSigned - Andy Newton  
(Print or Type)

Name: eSigned - William Bockelman  
(Print or Type)

Title: President, Infrastructure & Operations  
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)

Date: 02 Apr 2019

Date: 05 Apr 2019

**Uniti Fiber, LLC**

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, 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 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  
UNITI FIBER, LLC  
AND  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T NORTH  
CAROLINA AND AT&T SOUTH CAROLINA, 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 AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T  
WISCONSIN**

This Amendment ("Amendment") amends the Interconnection Agreement ("Agreement") by and between BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T NORTH CAROLINA and AT&T SOUTH CAROLINA, 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 and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T ALABAMA, ARKANSAS, CALIFORNIA, FLORIDA, MICHIGAN, NORTH CAROLINA, OHIO, SOUTH CAROLINA, TEXAS AND WISCONSIN") and Uniti Fiber, LLC ("CLEC"). AT&T ALABAMA, ARKANSAS, CALIFORNIA, FLORIDA, MICHIGAN, NORTH CAROLINA, OHIO, SOUTH CAROLINA, TENNESSEE, TEXAS AND WISCONSIN and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, AT&T ALABAMA, ARKANSAS, CALIFORNIA, FLORIDA, MICHIGAN, NORTH CAROLINA, OHIO, SOUTH CAROLINA, TEXAS AND WISCONSIN and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated September 5, 2018 and as subsequently amended ("Agreement"); and

**WHEREAS**, the Parties desire to amend the Agreement to add the State of Tennessee.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain Pricing Sheet (Tennessee) 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 State of Tennessee to the Agreement, in addition to adding Pricing Sheet and State specific Appendices, as applicable.
3. 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.
4. 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.
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. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

7. 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.
8. For Alabama, Florida, Michigan, North Carolina, South Carolina, Tennessee, Texas: 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. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91<sup>st</sup> day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.