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May 18, 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 tw telecom of florida l.p.

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 tw telecom of florida l.p. The underlying agreement was filed on November 2, 2007 in Docket Number 100073-TP.

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

Sincerely,

A handwritten signature in black ink that reads "Richard T. Howell". The signature is written in a cursive, flowing style.

Richard T. Howell  
Area Manager-Regulatory Relations

Attachment

**AMENDMENT**

**BETWEEN**

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

**AND**

**TW TELECOM OF FLORIDA L.P.**



Signature: eSigned - Gary Black

Signature: eSigned - William A. Bockelman

Name: eSigned - Gary Black  
(Print or Type)

Name: eSigned - William A. Bockelman  
(Print or Type)

Title: VP Carrier Relations  
(Print or Type)

Title: Director  
(Print or Type)

Date: 13 May 2015

Date: 14 May 2015

tw telecom of florida l.p.

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

State	Resale OCN	ULEC OCN	CLEC OCN
FLORIDA	7065,7750,8402	177B	7178

Description	ACNA Code(s)
ACNA(s)	XPC,TIM

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
TW TELECOM OF FLORIDA L.P.  
AND  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a **AT&T FLORIDA** ("**AT&T FLORIDA**") and tw telecom of florida l.p. ("**CLEC**"). **AT&T FLORIDA** and **CLEC** are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, **AT&T FLORIDA** and **CLEC** are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated November 2, 2007 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. This Amendment is composed of the foregoing recitals, the terms and conditions, set forth below, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to replace the CLEC Notices information in Section 19.3 of the General Terms and Conditions of the Agreement with the following:

19.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Level 3 Communications, LLC Attn: Legal – Interconnection Services
STREET ADDRESS	1025 Eldorado Blvd
CITY, STATE, ZIP CODE	Broomfield, CO 80021
PHONE NUMBER*	(720) 888-3059
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	N/A

With a copy to:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Level 3 Communications, LLC Attn: VP – Carrier Relations
STREET ADDRESS	1025 Eldorado Blvd
CITY, STATE, ZIP CODE	Broomfield, CO 80021
PHONE NUMBER*	N/A
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	N/A

With a copy to:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Carolyn Ridley Level 3 Communications - Senior Director of State Public Policy
STREET ADDRESS	2078 Quail Run Drive
CITY, STATE, ZIP CODE	Bowling Green, KY 42104
PHONE NUMBER*	(615) 584-7372
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	Carolyn.Ridley@Level3.com

3. 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.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. 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.