



Richard T. Howell
Area Manager – Regulatory Relations

DOCKET NO. 160068-TP

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

March 25, 2016

FILED MAR 25, 2016
DOCUMENT NO. 01601-16
FPSC - COMMISSION CLERK

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 Integrated Path Communications, LLC.

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 Integrated Path Communications, LLC. The underlying agreement was filed on December 19, 2012 in Docket Number 120315-TP.

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

Sincerely,

Richard T. Howell
Area Manager-Regulatory Relations

Attachment

AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA,
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS**

AND

INTEGRATED PATH COMMUNICATIONS, LLC



Signature: eSigned - Brian Shepard

Signature: eSigned - Kristen E. Shore

Name: eSigned - Brian Shepard
(Print or Type)

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: CEO
(Print or Type)

Title: Executive Director-Regulatory
(Print or Type)

Date: 10 Mar 2016

Date: 14 Mar 2016

Integrated Path Communications, LLC

**BellSouth Telecommunications, LLC d/b/a AT&T
FLORIDA, Southwestern Bell Telephone Company
d/b/a AT&T TEXAS by AT&T Services, Inc., its
authorized agent**

State	Resale OCN	ULEC OCN	CLEC OCN
FLORIDA	024H	176H	010H
TEXAS	024H	177H	951G

Description	ACNA Code(s)
ACNA(s)	IPV

**AMENDMENT TO THE AGREEMENT
BETWEEN
INTEGRATED PATH COMMUNICATIONS, LLC
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA, SOUTHWESTERN BELL
TELEPHONE COMPANY D/B/A AT&T TEXAS**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA, Southwestern Bell Telephone Company d/b/a AT&T TEXAS ("AT&T FLORIDA AND TEXAS") and Integrated Path Communications, LLC ("CLEC"). AT&T FLORIDA AND TEXAS and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T FLORIDA AND TEXAS and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated December 31, 2012 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, contained within, 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 Sections 8.4.3 and 8.4.5 of the General Terms and Conditions with the following language.
 - 8.4.3 If at any time within one hundred and eighty (180) days or any time thereafter of the expiration of the Term, if either Party serves "Notice of Expiration" or "Notice of Termination" (if served after Expiration), CLEC shall have ten (10) calendar days to provide AT&T-21STATE written confirmation to the Notice of Expiration indicating if CLEC wishes to pursue a successor agreement with AT&T-21STATE or terminate its Agreement. CLEC shall identify the action to be taken in each of the applicable state(s). If CLEC wishes to pursue a successor agreement with AT&T-21STATE, CLEC shall attach to its written confirmation or Notice of Expiration, a written request to commence negotiations with AT&T-21STATE under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.
 - 8.4.5 Either on or following the expiration date of this Agreement, if the Parties have not entered into a new agreement or are not in Active Negotiations as described in Section 8.4.4 above, the agreement shall remain in full force and effect on a month to month basis unless both Parties mutually agree to terminate, or either Party provides "Notice of Termination" as provided for in Section 8.4.
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. 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.