



**Richard T. Howell**  
Area Manager-Regulatory Relations

**AT&T**  
208 S. Akard St.  
#2510.02  
Dallas, Texas 75202  
T: (214)757-8099  
F: (214)746-2232  
[rh2514@att.com](mailto:rh2514@att.com)  
[www.att.com](http://www.att.com)

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April 28, 2017

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 Goff Network Technologies-Florida, Inc. d/b/a USA FIBER ("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 January 27, 2017 in Docket No. 170024-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**

**GOFF NETWORK TECHNOLOGIES-FLORIDA, INC. D/B/A USA FIBER**



Signature: eSigned - Matthew Van Hoesen, Esq.

Signature: eSigned - William Bockelman

Name: eSigned - Matthew Van Hoesen, Esq.  
(Print or Type)

Name: eSigned - William Bockelman  
(Print or Type)

Title: Chief Financial Officer and General Counsel  
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS  
(Print or Type)

Date: 31 Mar 2017

Date: 11 Apr 2017

Goff Network Technologies-Florida, Inc. d/b/a  
USA FIBER

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

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
GOFF NETWORK TECHNOLOGIES-FLORIDA, INC. D/B/A USA FIBER  
AND  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA**

This amendment ("Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA ("AT&T and Goff Network Technologies-Florida, Inc. d/b/a USA FIBER ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

**WHEREAS**, AT&T 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 7, 2016 and as subsequently amended ("Agreement"); and

**WHEREAS**, the Parties desire to modify certain provisions related to the Initial Term of the Agreement.

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

1. The Amendment is composed of the foregoing recitals, the terms and conditions, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Term**
  - 2.1. Section 8.2.1 of the General Terms and Conditions of the Agreement is hereby amended and restated as follows:
    - 8.2.1 Unless terminated for breach (including nonpayment), the term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on March 1, 2019 (the "Initial Term").
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 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. 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.