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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 Smart City Solutions II, 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 March 29, 2007 in Docket Number 20070198-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
SMART CITY SOLUTIONS II, LLC

Signature: eSigned - James T. Schumacher

Signature: eSigned - William Bockelman

Name: eSigned - James T. Schumacher
 (Print or Type)

Name: eSigned - William Bockelman
 (Print or Type)

Title: Vice President-Finance & Administration
 (Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
 (Print or Type)

Date: 18 Oct 2018

Date: 18 Oct 2018

Smart City Solutions II, LLC

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

State	Resale OCN	CLEC OCN
FLORIDA	072E	8105

Description	ACNA Code(s)
ACNA(s)	SSB

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA AND
SMART CITY SOLUTIONS II, LLC**

The Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA ("AT&T") and Smart City Solutions II, LLC (f/k/a Smart City Solutions, LLC d/b/a Smart City Communications) is hereby amended as follows.

WHEREAS, AT&T and Smart City Solutions, LLC d/b/a Smart City Communications ("Smart City Solutions") are the parties to that certain "Interconnection Agreement" approved as of June 27, 2007 (the "Agreement"); and

WHEREAS, Smart City Solutions II, LLC ("Smart City Solutions II" or "Carrier"), a Florida limited liability company, acquired all assets of Smart City Solutions; and

WHEREAS, Smart City Solutions II represents that it has authority to amend the Smart City Solutions Agreement;

WHEREAS, AT&T is willing to consent to an assignment of Smart City Solutions' Agreement to Smart City Solutions II, LLC, subject to the execution of this Amendment by the Parties and approval by the applicable state Commission;

WHEREAS, Smart City Solutions II represents that it has registered this merger transaction and name with each Secretary of State impacted by the assignment;

WHEREAS, Smart City Solutions II assumed the Carrier Company Code(s) of the Smart City Solutions Agreement;

WHEREAS, AT&T and Smart City Solutions II agree to amend the Smart City Solutions Agreement to reflect the name change to Smart City Solutions II, LLC and assume the Smart City Solutions Carrier Company Code(s) listed in the Amendment;

WHEREAS, pursuant to the terms and conditions of this Amendment, Smart City Solutions agrees to transfer to Smart City Solutions II Wholesale Services that are currently being provisioned by AT&T to Smart City Solutions;

WHEREAS, Smart City Solutions II agrees to assume all responsibilities, liabilities, and obligations of Smart City Solutions with respect to the Wholesale Services, upon execution of this Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T and Smart City Solutions II hereby agree as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Agreement is hereby amended to reflect the assignment and name change from "Smart City Solutions, LLC d/b/a Smart City Communications" to "Smart City Solutions II, LLC".
3. AT&T shall reflect the assignment and name change from "Smart City Solutions, LLC d/b/a Smart City Communications" to "Smart City Solutions II, LLC" only for the main billing account (header card) for each of the accounts previously billed to Smart City Solutions. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Smart City Solutions II affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Smart City Solutions with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
4. Once this Amendment is effective, Smart City Solutions II shall operate with AT&T under the "Smart City Solutions II, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under Smart City Solutions II, and labeling (including re-labeling) equipment and facilities with Smart City Solutions II. Any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Carrier's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. Carrier must submit the appropriate service request to AT&T-21STATE to update Carrier's

name on all applicable billing accounts (BANs), and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End User records, Carrier must submit the appropriate service request(s) to AT&T-21STATE to update Carrier's name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

5. By executing this Amendment, Smart City Solutions, Smart City Solutions II and AT&T consent to Smart City Solutions' assignment of the Wholesale Services to Smart City Solutions II, and Smart City Solutions II's assumption of all the obligations related to the Wholesale Services, on the terms and conditions set forth herein.
6. Smart City Solutions acknowledges and agrees that it will no longer be AT&T's customer for the Wholesale Services, as of the Effective Date of this Amendment. All Wholesale Services provided by AT&T, as defined in this Amendment shall be assigned by Smart City Solutions to Smart City Solutions II.
7. Wholesale Services currently provided by AT&T to Smart City Solutions include:
 - 7.1 Interconnection Services such as collocation(s);
 - 7.2 Unbundled Network Elements (UNEs);
 - 7.3 Facilities such as local interconnection trunking and special and switched access services;
 - 7.4 Resale services;
 - 7.5 Structure Access and License Agreements;

(collectively referred herein as "Wholesale Services").

8. Smart City Solutions II assumes all the obligations of Smart City Solutions with respect to the Wholesale Services as of the Effective Date of this Amendment. These obligations may include, among other things: all outstanding indebtedness relating to the Wholesale Services; the unexpired portion of any term of service; usage and revenue commitments; and/or any applicable shortfall or termination liability (whether or not yet invoiced). Smart City Solutions II further understands that charges may apply, as specified by AT&T, for any re-arrangement, disconnection, installation or other change requested by Smart City Solutions II relating to the Wholesale Services. This assignment does not relieve or discharge Smart City Solutions from liability for any assigned obligations, including but not limited to all past due indebtedness existing as of the Effective Date of this Amendment, and Smart City Solutions and Smart City Solutions II hereby acknowledge they are jointly and severally liable for all assigned obligations, including past due indebtedness.
9. The Parties agree to replace Section 19 from the Agreement with the following language:

19. Notices

- 19.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
 - 19.1.1 delivered by electronic mail (email).
 - 19.1.2 delivered by facsimile.
- 19.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
 - 19.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 19.4 below.
 - 19.2.2 delivered by facsimile provided CLEC has provided such information in Section 19.4 below.
- 19.3 Notices will be deemed given as of the earliest of:
 - 19.3.1 the date of actual receipt.

- 19.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.
- 19.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

19.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	James T. Schumacher Vice President – Finance and Administration
STREET ADDRESS	3100 Bonnet Creek Road (overnight delivery only) P.O. Box 22856
CITY, STATE, ZIP CODE	Lake Buena Vista, FL 32830-2856
PHONE NUMBER*	(407) 828-6640
FACSIMILE NUMBER	(407) 828-6651
EMAIL ADDRESS	jschumacher@smartcity.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

- 19.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 19. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 19.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 19. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.
 - 19.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.
 - 19.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

- 19.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
5. 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.
 6. 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.
 7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
 8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
 9. 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.
 10. For Florida: 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.