

BellSouth Telecommunications, Inc.

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Marshall M. Criser III

Vice President  
Regulatory & External Affairs

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December 11, 2002

Mrs. Blanca S. Bayo  
Director, Division of The Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

021237-TP

Re: Request for the Approval of the Adoption of the negotiated Interconnection, Unbundling, Resale, and Collocation agreement between BellSouth Telecommunications, Inc. ("BellSouth") and AT&T Communications of the Southern States d/b/a AT&T, by Allegiance Telecom of Florida, Inc. pursuant to Sections 251,252 and 271 of the Telecommunications Act of 1996.

Dear Mrs. Bayo:

Pursuant the Telecommunications Act of 1996, BellSouth and AT&T Communications of the Southern States d/b/a AT&T are submitting to the Florida Public Service Commission their negotiated agreement for the interconnection, unbundling of specific network elements, collocation of BellSouth networks, and resale of their telecommunications services to AT&T Communications of the Southern States d/b/a AT&T. The agreement was negotiated pursuant to sections 251,252 and 271 of the Act.

Please be advised that AT&T Communications of the Southern States d/b/a AT&T has adopted the BellSouth/ Allegiance Telecom of Florida, Inc. agreement and any and all amendments in its entirety. The original agreement was approved in FPSC Docket No. 000731-TP. It is understood by all parties that the term of the adopted agreement can only be for the remaining term of the original CLEC agreement.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and AT&T Communications of the Southern States d/b/a AT&T within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement, or any portion thereof, discriminates against a telecommunications carrier not a party to the agreement, or if implementation of the agreement, or any portion of the agreement, is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement. This agreement will be deemed effective by operation of law on March 11, 2003.

Very truly yours,



Regulatory Vice President

(KCA)

DOCUMENT NUMBER DATE

13551 DEC 11 02

FPSC-COMMISSION CLERK

# **BELLSOUTH® / CLEC Agreement**

***Customer Name: Allegiance Telecom of Florida, Inc.***

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**ATTACHMENT TO TRANSMITTAL LETTER  
FOR CLEC Contracts and Adoption Papers**

The Agreement entered into by and between Allegiance Telecom of Florida, Inc. and BellSouth Telecommunications, Inc., dated November 1, 2002, for the state of Florida consists of the following:

ITEM	NO. PAGES
Adoption Papers	7
Title Page	1
Exhibit 1 – AT&T-FL Agreement	468
Exhibit 1 Amendment dated 4/18/2002	56
Exhibit 1 Amendment dated 9/6/2002	5
Exhibit 1 Amendment dated 10/16/2002	69
Exhibit 2-Attachment 3-Rates	2
Exhibit 3-Attachment 8-ROW	2
Exhibit 4-Attachment 9-Performance Measures	2
<b>TOTAL</b>	<b>612</b>



## AGREEMENT

This Agreement, which shall become effective ten (10) days following the date of the last signature by both Parties, ("Effective Date"), is entered into by and between Allegiance Telecom of Florida, Inc. ("Allegiance"), a Delaware corporation on behalf of itself and its successors and assigns, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

**WHEREAS**, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

**WHEREAS**, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in such agreement;

**WHEREAS**, Allegiance is a telecommunications carrier providing telecommunications services in Florida; and

**WHEREAS**, Allegiance has requested that BellSouth make available the interconnection agreement executed between BellSouth and AT&T Communications of the Southern States, LLC ("AT&T-FL") dated October 26, 2001, for the state of Florida as provided herein.

**NOW, THEREFORE**, in consideration of the premises set forth above and promises and mutual covenants of this Agreement, Allegiance and BellSouth, intending to be legally bound, hereby agree as follows:

1. Except as set forth herein, Allegiance and BellSouth shall adopt in its entirety the AT&T-FL Interconnection Agreement dated October 26, 2001 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. A true and correct copy of the AT&T-FL Interconnection Agreement and all amendments is attached hereto as Exhibit 1 and incorporated herein by this reference ("Adopted Interconnection Agreement"). The Adopted Interconnection Agreement as amended consists of the following:

ITEM	NO. PAGES
Adoption Papers	7
Title Page	1
Exhibit 1 – AT&T-FL Agreement	468
Exhibit 1 Amendment dated 4/18/2002	56
Exhibit 1 Amendment dated 9/6/2002	5
Exhibit 1 Amendment dated 10/16/2002	69
TOTAL	606

2. The Parties hereby agree to delete Attachment 3-Local Interconnection, Sections 5.3.2, 5.3.3 – 5.3.3.4, 5.3.4, and 5.3.5, as amended on April 18, 2002, and replace with new Sections 5.3.3, 5.3.4, and 5.3.5 as follows:
  - 5.3.3 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of ISP-bound Traffic and Local Traffic.
  - 5.3.4 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Section 5.3.20 below.
  - 5.3.5 Left Blank Intentionally
3. The Parties hereby agree to delete the Exhibit A rate sheets to Attachment 3 and the Exhibit 1 rate sheets to the amendment dated 10/16/02, and replace with the rate sheet attached hereto as Exhibit 2
4. The Parties hereby agree to delete Attachment 4-Collocation, Section 3.1.1 as amended on April 18, 2002.
5. Attachment 8-Rights of Way will be deleted in its entirety and replaced with a new Attachment 8-Rights of Way attached hereto as Exhibit 3.

6. Attachment 9-Service Quality Measures will be deleted in its entirety and replaced with a new Attachment 9-Performance Measurements attached hereto as Exhibit 4.
7. Attachment 13-BAPCO Agreement will be deleted in its entirety.
8. In the event that there is more than one signatory for each party, each signatory for each party shall be jointly and severally liable for the obligations of all signatories for such party under this Agreement.
9. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in section 2.1 of the AT&T-FL Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2.1 of the AT&T-FL Interconnection Agreement, the effective date shall be October 26, 2001.
10. To the extent required under the Adopted Interconnection Agreement, BellSouth and Allegiance shall negotiate and execute any amendments to the AT&T-FL Interconnection Agreement which may be required as a result of any final judicial, regulatory, or legislative action.
11. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

**BellSouth Telecommunications, Inc.**

BellSouth Local Contract Manager  
600 North 19<sup>th</sup> Street, 8<sup>th</sup> floor  
Birmingham, Alabama 35203

and

ICS Attorney  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

**Allegiance Telecom of Florida, Inc.**

Senior Vice President, Industry Development  
Allegiance Telecom Company Worldwide  
700 E. Butterfield Rd  
Lombard, IL 60148

and

Vice President and General Counsel  
Allegiance Telecom Company Worldwide  
9201 North Central Expressway  
Dallas, Texas 75231

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

12. Upon execution of this Agreement, with the cooperation of Allegiance, BellSouth shall file this Agreement with the Commission pursuant to the requirements of Section 252 of the Act in accordance with BellSouth's ordinary filing procedure for interconnection agreements, and the Parties shall share equally any filing fees therefore. Should the Commission deny approval of the Agreement or any part thereof, the Parties agree to consider whether any additional and appropriate efforts are necessary to gain approval of said part or this Agreement. If it is mutually determined that a part of this Agreement must be renegotiated to gain approval by the Commission, the Parties agree to do so on an expedited basis. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as Allegiance is duly certified as a local exchange carrier in such state.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed through their duly authorized representatives.

BellSouth Telecommunications, Inc.

Allegiance Telecom of Florida, Inc.

*Elizabeth R. A. Skowronski*  
Signature

*Lawrence E. Strickling*  
Signature

ELIZABETH R. A. SKORONSKI  
Name

Lawrence E. Strickling  
Name

Assistant - Director  
Title

Sr. Vice President  
Title

11/1/02  
Date

October 31, 2002  
Date