

ORIGINAL

BELLSOUTH

BellSouth Telecommunications, Inc.

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Tallahassee, FL 32301-1556

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Marshall M. Criser III

Vice President
Regulatory & External Affairs

850 224 7798

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February 17, 2003

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

030194-TP

RECEIVED - FPSC
FEB 19 AM 10:00
COMMISSION CLERK

Re: Approval of Amendment to the Interconnection, Unbundling, Resale, and Collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and AT&T Broadband Phone of Florida, LLC d/b/a AT&T Digital Phone (n/k/a Comcast Phone of Florida, LLC d/b/a Comcast Digital Phone)

Dear Mrs. Bayo:

Please find enclosed for filing and approval, an original and two copies of BellSouth Telecommunications, Inc.'s Amendment to Interconnection, Unbundling, Resale, and Collocation Agreement with AT&T Broadband Phone of Florida, LLC d/b/a AT&T Digital Phone (n/k/a Comcast Phone of Florida, LLC d/b/a Comcast Digital Phone).

If you have any questions, please do not hesitate to call Kathleen Arant at (850) 222-9380.

Very truly yours,

Marshall M. Criser III

Regulatory Vice President

(KA)

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DOCUMENT NUMBER - DATE

FPSC-BUREAU OF RECORDS

01703 FEB 19 8

FPSC-COMMISSION CLERK

BELLSOUTH® / CLEC Agreement

Customer Name: AT&T Broadband Phone of Florida, LLC db/a AT&T Digital Phone

AT&T Broadband of FL - Adoption of TCG FL	2
Adoption Paper	3



By and Between

BellSouth Telecommunications, Inc.

And

**AT&T Broadband Phone of Florida, LLC d/b/a AT&T
Digital Phone**

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between AT&T Broadband Phone of Florida, LLC d/b/a AT&T Digital Phone ("AT&T Broadband"), a Delaware corporation on behalf of itself, 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, AT&T Broadband is adopting the TCG South Florida Interconnection Agreement pursuant to section 252(i) of the Act; and

WHEREAS, AT&T Broadband has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and TCG South Florida dated October 26, 2001, for the state of Florida.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, AT&T Broadband and BellSouth hereby agree as follows:

1. AT&T Broadband and BellSouth shall adopt in its entirety the TCG South Florida 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. The TCG South Florida Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	3
Title Page	3
Table of Contents	2
General Terms and Conditions	44
Attachment 1	20
Attachment 2	111
Attachment 3	42
Attachment 4	40
Attachment 5	66
Attachment 6	43
Attachment 7	12

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Attachment 8	39
Attachment 9	4
Attachment 10	5
Attachment 11	9
Attachment 12	2
Attachment 13	13
Amendment dated 04/18/02	55
Amendment dated 09/06/02	5
Amendment dated 10/16/02	69
TOTAL	587

2. In the event that AT&T Broadband consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of AT&T Broadband Phone of Florida, LLC d/b/a AT&T Digital Phone under this Agreement.

3. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2 of the TCG South Florida Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the TCG South Florida Interconnection Agreement, the effective date shall be October 26, 2001.

4. AT&T Broadband and BellSouth shall accept and incorporate any amendments to the TCG South Florida Interconnection Agreement executed as a result of any effective judicial, regulatory, or legislative action.

5. 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 19th Street, 8th floor
Birmingham, Alabama 35203

and

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

11/08/02

**AT&T Broadband Phone of Florida, LLC
D/b/a AT&T Digital Phone**

Dennis Hruska, Vice President-Business Management
188 Inverness Drive West
Englewood, CO 80112

and

AT&T
Bill Peacock
Director - Local Services and Access Management
P.O. Box 6994
Douglasville, GA 30154

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.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

Elizabeth R. A. Shiroishi
Signature

Elizabeth R. A. Shiroishi
Name

11/13/02
Date

AT&T Broadband Phone of Florida,
LLC d/b/a AT&T Digital Phone

Dennis C. Hruska
Signature

Dennis C. Hruska, Vice President-
Business Management
Name

11/11/02
Date

11/08/02