

AT&T Florida 150 South Monroe Street Suite 400 Tallahassee, FL 32301

100356-T

T: 850.577.5555 F: 850.222.8640 www.att.com

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PM L:

July 15, 2010

Mrs. Ann Cole Director, Division of Commission Clerk and Administrative Services 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, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Protection Plus of the Florida Keys, Inc. d/b/a Engage Communications Dear Mrs. Cole:

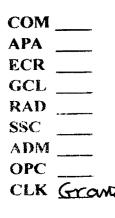
Please find enclosed for filing and approval, the original and one copy of BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast Amendment to Interconnection, unbundling, resale and collocation Agreement with Protection Plus of the Florida Keys, Inc. d/b/a Engage Communications

The underlying agreement was filed on March 12, 2010 in docket 100123-TP.

If you have any questions, please do not hesitate to call Robyn Yant at (850) 577-5551.

Very truly yours,

Jerry D. Hendrix Regulatory Vice President



DOCUMENT NUMBER-DATE

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AMENDMENT – NOTICES CHANGE AND CORRECT D/B/A NAME/AT&T-9STATE PAGE 1 OF 3 AT&T FLORIDA/PROTECTION PLUS OF THE FLORIDA KEYS, INC. VERSION – 10/07/09 070110

## AMENDMENT TO THE AGREEMENT BETWEEN PROTECTION PLUS OF THE FLORIDA KEYS, INC. D/B/A ENGAGE COMMUNICATIONS AND BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, Inc.<sup>1</sup> d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("<u>AT&T-9STATE</u>") and Protection Plus of the Florida Keys, Inc. d/b/a Engage Communications ("CLEC"). <u>AT&T-9STATE</u> and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Florida.

WHEREAS, <u>AT&T-9 STATE</u> and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), Effective April 9, 2006 and as subsequently amended (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. <u>AT&T-9STATE</u> shall be defined as the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
- Section 19.1 of the General Terms and Conditions –Notice Contacts for CLEC and AT&T -9STATE is hereby amended as follows:
  - 19.1 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Brad Nye
STREET ADDRESS	5450 MacDonald Avenue, #5
CITY, STATE, ZIP CODE	Key West, FL 33040-5906
FACSIMILE NUMBER	305-295-2797
PHONE NUMBER*	305-295-8862

n an	AT&T CONTACT
NAME/TITLE	Contract Management
	ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St. 9th floor
	Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006

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

<sup>\*</sup> BellSouth Telecommunications, Inc. is now doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee as AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, respectively.

- 4. The d/b/a name of Engage Communication in the Interconnection Agreement is hereby deleted throughout the Interconnection Agreement and replaced with d/b/a Engage Communications.
- 5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 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. 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.

AMENDMENT – NOTICES CHANGE AND CORRECT D/B/A NAME/<u>AT&T-9STATE</u> PAGE 3 OF 3 AT&T FLORIDA/PROTECTION PLUS OF THE FLORIDA KEYS, INC. VERSION – 10/07/09 070110

Protection Plus of the Florida Keys, Inc. d/b/a Engage Communications		
Signature:	1 NL	
Name:	Readles A ne	
·	(Print or Type)	
Title:	(Print or Type)	
Date:		

BellSouth Telecommunications, Inc. d/b/a AT&T Florida by AT&T Operations, Inc., its authorized agent

Callebury Signature:

Name: Eddie A. Reed, Jr.

Title: Director - Interconnection Agreements

Date: \_\_\_\_ 7-12-10

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