

120023-TP

Eric Fryson

From: YANT, ROBYN [rh0582@att.com]
Sent: Monday, January 23, 2012 9:55 AM
To: Filings@psc.state.fl.us
Subject: AMENDMENT WITH IMAGE ACESS, INC D/B/A NEWPHONE, INC.

Attachments: img-123100602-0001.pdf



img-12310060
0001.pdf (417 KI)

-----Original Message-----

From: OMT
Sent: Monday, January 23, 2012 10:06 AM
To: YANT, ROBYN
Subject: Scan from a Xerox WorkCentre

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre.

Number of Images: 5
Attachment File Type: PDF

Device Name: WorkCentre 5225A
Device Location:

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00429 JAN 23 2012

FPSC-COMMISSION CLERK



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

T: 850.577.5555
F: 850.222.8640
www.att.com

January 17, 2012

120023-TP

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 Image Access, Inc. d/b/a NewPhone Inc.

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 Image Access, Inc. d/b/a NewPhone Inc.

The underlying agreement was filed on April 4, 2006 in docket 060319-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

00429 JAN 23 02

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**AMENDMENT TO THE AGREEMENT
BETWEEN
IMAGE ACCESS, INC. DBA NEWPHONE AND IN FLORIDA, IMAGE ACCESS, INC. DBA NEWPHONE,
INC.
AND
BELLSOUTH TELECOMMUNICATIONS, LLC 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, LLC 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 ("AT&T-9STATE") and Image Access, Inc. in Alabama, Kentucky, Mississippi, North Carolina and Tennessee; Image Access, Inc. dba NewPhone, Inc. in Florida; Image Access, Inc. dba NewPhone in Georgia, Louisiana and South Carolina ("CLEC"). AT&T-9STATE 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 States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

WHEREAS, AT&T-9 STATE 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 19, 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. AT&T-9STATE shall be defined as the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. The Parties agree to delete and replace in its entirety Section 19 of the General Terms and Conditions with the following:
 - 19.1 Subject to Section 19.1.2, Notices given by one Party to the other Party 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 personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.
 - 19.1.2 delivered by facsimile provided CLEC and/or AT&T-9STATE has provided such information in Section 19.3 below.
 - 19.2 Notices will be deemed given as of the earliest of:
 - 19.2.1 the date of actual receipt;
 - 19.2.2 the next Business Day when sent via express delivery service;
 - 19.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
 - 19.2.4 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.

DOCUMENT NUMBER-DATE

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19.3 Notices will be addressed to the Parties as follows:

CLEC CONTACT	
NOTICE CONTACT	
NAME/TITLE	Gene R. Dry Vice President
STREET ADDRESS	111 Veterans Blvd. Ste 1620
CITY, STATE, ZIP CODE	Metairie, LA 70005
FACSIMILE NUMBER	(504) 274-1701
PHONE NUMBER*	(504) 274-1717

CLEC CONTACT	
NOTICE CONTACT	
NAME/TITLE	Paul F. Guarisco Attorney
STREET ADDRESS	Il City Plaza 400 Convention St., Suite 1100
CITY, STATE, ZIP CODE	Baton Rouge, LA 70802
FACSIMILE NUMBER	N/A
PHONE NUMBER*	(225) 376-0241

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

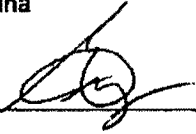
*Informational only and not to be considered as an official notice vehicle under this Section.

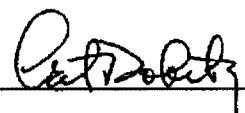
- 19.4 Either Party may unilaterally change its designated contact name, address, and/or facsimile number for the receipt of notices by giving written Notice to the other Party in compliance with this Section. Any Notice to change the designated contact name, address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 19.5 **AT&T-9STATE** 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 changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
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 modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. 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.

Image Access, Inc. in Alabama, Kentucky, Mississippi, North Carolina and Tennessee; Image Access, Inc. dba NewPhone, Inc. in Florida; Image Access, Inc. dba NewPhone in Georgia, Louisiana and South Carolina

BellSouth Telecommunications, LLC 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 by AT&T Services, Inc., its authorized agent

Signature: 

Signature: 

Name: GENE DRY
(Print or Type)

Name: Patrick Doherty
(Print or Type)

Title: VICE PRESIDENT
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 8/5/11

Date: AUG 16 2011

	<u>Resale OCN</u>	<u>ULEC OCN</u>
ALABAMA	6043	080C
FLORIDA	6043	049B
GEORGIA	6043	
KENTUCKY	6043	
LOUISIANA	6043	050B
MISSISSIPPI	6043	749B
NORTH CAROLINA	6043	750B
SOUTH CAROLINA	6043	750B
TENNESSEE	6043	750B

ACNA - IMG