

**Shawna Senko**

DOCKET NO. 130241-TP

**From:** YANT, ROBYN <rh0582@att.com>  
**Sent:** Tuesday, September 24, 2013 11:55 AM  
**To:** Filings@psc.state.fl.us  
**Cc:** Jeff Bates  
**Subject:** AT&T Amendment Filing with Neutral Tandem  
**Attachments:** img-924115912-0001.pdf

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

From: OMT  
Sent: Tuesday, September 24, 2013 11:59 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: 4  
Attachment File Type: PDF

Device Name: WorkCentre 5225A  
Device Location:

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September 24, 2013

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 Neutral Tandem – Florida, LLC

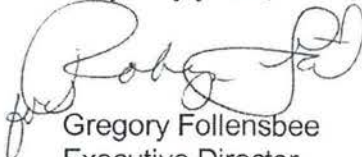
Dear Mrs. Cole:

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 Neutral Tandem – Florida, LLC

The underlying agreement was filed on April 22, 2009 in docket <sup>090226-TP PB</sup> 00226-TP.

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

Very truly yours,

  
Gregory Follensbee  
Executive Director

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T FLORIDA

AND

NEUTRAL TANDEM-FLORIDA, LLC



**AMENDMENT TO THE AGREEMENT  
BETWEEN  
NEUTRAL TANDEM-FLORIDA, LLC  
BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T FLORIDA**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T Florida ("AT&T Florida") and Neutral Tandem-Florida, LLC ("Neutral Tandem" or "CLEC"). AT&T Florida and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, AT&T Florida and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved July 21, 2009 and as subsequently amended (the "Agreement"); and

**WHEREAS**, Neutral Tandem will be acting as a numbering partner for certain interconnected VoIP providers ("IVPs") in connection with the numbering trial approved by the FCC in the *Direct Access Order*, 28 FCC Rcd 5842 (2013). As such, Neutral Tandem will be delivering traffic to and receiving traffic from AT&T on behalf of IVP for the duration of the trial.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Recitals are incorporated into this Amendment.
2. During the trial AT&T Florida and Neutral Tandem will interconnect, exchange traffic and maintain compensation for IVP traffic as if it were traffic to or from Neutral Tandem' end users as provided for in the Agreement. For avoidance of doubt, after conclusion of the trial, Neutral Tandem and AT&T Florida shall no longer exchange traffic destined to or originating from IVPs, pursuant to this Agreement.
3. By agreeing to exchange IVP traffic pursuant to this Agreement for the duration of the trial, neither Party waives and each Party expressly reserves its respective advocacy positions regarding the appropriate means of interconnection, traffic exchange and intercarrier compensation for traffic exchanged between the Parties.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. 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.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. This Amendment shall be filed with and is subject to approval by the Florida Public Service Commission ("Commission") and shall become effective one (1) day following filing with such Commission. If the Commission rejects this Amendment, the Parties shall consult promptly to see if the Commission's concerns can be resolved. If not, then this Amendment shall be null and void and the rights and responsibilities of the parties with regard to IVP traffic shall be as set forth in their current Interconnection Agreement. In such event, the Parties shall cooperate to minimize the possibility that any required changes will disrupt service to consumers or other service providers.

Signature: eSigned - John Bullock

Signature: eSigned - Kristen E. Shore

Name: eSigned - John Bullock  
(Print or Type)

Name: eSigned - Kristen E. Shore  
(Print or Type)

Title: SVP - Network Engineering and Operations  
(Print or Type)

Title: Director  
(Print or Type)

Date: 21 Sep 2013

Date: 23 Sep 2013

Neutral Tandem-Florida, LLC

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

State	CLEC OCN
FLORIDA	937C

Description	ACNA Code(s)
ACNA(s)	OWS