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Marshall M. Criser III
Regulatory Vice President

RECORDS AND
REPORTING

ORIGINAL

September 11, 2000

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

601372-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and AT&T Communications of the Southern States, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and AT&T Communications of the Southern States, Inc. are submitting to the Florida Public Service Commission an amendment to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to AT&T Communications of the Southern States, Inc. The Commission approved the initial agreement between the companies in Order No. 97-0724-FOF-TP issued June 19, 1997 in Docket 960833-TP.

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, Inc. within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties aver that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,

Marshall M. Criser III

Regulatory Vice President
(22)

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between AT&T Communications of the Southern States, Inc. and BellSouth Telecommunications, Inc., dated June 2, 2000 for the state(s) of Florida consists of the following:

ITEM	NO. PAGES
Amendment	3
TOTAL	3

**AMENDMENT
TO THE
AGREEMENT BETWEEN
AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.
AND BELL SOUTH TELECOMMUNICATIONS, INC.
DATED JUNE 9, 1997
(Florida)**

Pursuant to this Agreement, (the "Amendment"), AT&T Communications Company of the Southern States, Inc. ("AT&T"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 9, 1997 ("Agreement").

WHEREAS, BellSouth and AT&T entered into an Interconnection Agreement on June 9, 1997 and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The General Terms and Conditions section of the Agreement is hereby amended to include the following language:
 - 1.1 Notwithstanding any provision(s) to the contrary, AT&T agrees to provide to BellSouth, and BellSouth agrees to accept, AT&T's Subscriber Listing Information (SLI) relating to AT&T's customers in the geographic area(s) covered by this Interconnection Agreement. AT&T authorizes BellSouth to release all such AT&T SLI provided to BellSouth by AT&T to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CLEC SLI shall be intermingled with BellSouth's own customer listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.
 - 1.2 No compensation shall be paid to AT&T for BellSouth's receipt of AT&T SLI, or for the subsequent release to third parties of such SLI. AT&T agrees that to the extent BellSouth incurs costs to modify its systems to enable the release AT&T's SLI, or costs on an ongoing basis to administer the release of AT&T's SLI, AT&T shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. Before BellSouth incurs any costs under this Section, it shall inform AT&T as of its good faith estimate of AT&T's share of such costs, and AT&T shall have the option of agreeing in writing to the costs, or discontinuing BellSouth's release of AT&T's SLI.

- 1.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by AT&T under this Agreement. AT&T shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate AT&T listings provided by AT&T under this Agreement or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to AT&T any complaints received by BellSouth relating to the accuracy or quality of AT&T listings.
- 1.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

2. Attachment 8 of the Agreement is hereby amended to include the following language:

5. Number Portability Coordination of Partial Hunt Migrations

5.1 This service provides for manual coordination of a conversion for the partial migration of a hunt group from BellSouth to AT&T with permanent number portability in accordance with the service trial conducted between BellSouth and AT&T.

5.2 BellSouth shall provision such service during normal hours of operation.

5.2.1 Normal hours of operation are 8-5 Monday – Friday.

5.2.2 Requests for other than normal hours will be billed at the overtime rate.

5.2.3 Porting for after hours occurring after 9PM will be by mutual agreement of the parties seven days per week. Porting cannot occur during times when the Number Portability Center system is down.

5.3 Rates

5.3.1 The following rates apply for Local Number Portability Order Coordination

Local Number Portability Order Coordination - Hunt Group Rearrangements for non-triggered orders		
Service Type	Business Hours (8:00 am – 5:00pm Monday – Friday)	After Business Hours
Non-Complex service, per LSR	\$105.00	\$260.00
Complex service, per LSR	\$160.00	\$300.00

3. All of the other provisions of the Agreement, dated June 9, 1997, shall remain in full force and effect.

4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(c) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below

**AT&T Communications of the
Southern States, Inc.**

By: 

Name: Bill C. Peacock

Title: Director - LSAM

Date: 6/2/00

BellSouth Telecommunications, Inc.

By: 

Name: Jerry Hendrix

Title: Senior Director

Date: 6/2/00

AT&T-FL