

BELLSOUTH

BellSouth Telecommunications, Inc.
Regulatory & External Affairs
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Marshall M. Criser III
Vice President
Regulatory & External Affairs

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040097-TP

January 30, 2004

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

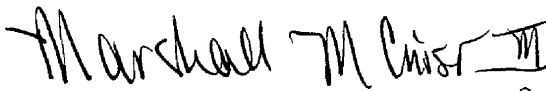
Re: Approval of Two Amendments to the Interconnection, Unbundling, Resale, and Collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Time Warner Telecom of Florida, L.P.

Dear Mrs. Bayo:

Please find enclosed for filing and approval, an original and two copies of BellSouth Telecommunications, Inc.'s Two Amendments to Interconnection, Unbundling, Resale, and Collocation Agreement with Time Warner Telecom of Florida, L.P..

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

Very truly yours,


Regulatory Vice President (WA)

DOCUMENT NUMBER-DATE

01434 JAN 30 03

FPSC-COMMISSION CLERK

**Second Amendment to the Agreement
Between
Time Warner Telecom of Florida, L.P.
and
BellSouth Telecommunications, Inc.
Dated February 22, 2003**

Pursuant to this Second Amendment, (the "Amendment"), Time Warner Telecom of Florida, L.P. (TWTC), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated February 22, 2003("Agreement").

WHEREAS, BellSouth and TWTC entered into the Agreement on February 22, 2003, and;

WHEREAS, BellSouth and TWTC amended the Agreement effective March 1, 2003 by, among other things, replacing the Signaling (CCS7) rates in Exhibit B, Attachment 2, and;

WHEREAS, BellSouth and TWTC desire to further amend the Signaling (CCS7) rates in Exhibit B, Attachment 2 by deleting certain SOMAN rates as shown in Exhibit 1 to this Amendment.

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 Parties hereby agree to delete the SOMAN rates associated with Signaling (CCS7) rates for CCS7 signaling connection per link (A link) and for CCS7 signaling connection per link (B link), (also known as D link), retroactively back to March 1, 2003. The Parties further agree that Exhibit B, Attachment 2 relating to Signaling (CCS7) rates as reflected in Exhibit 1 attached to this Amendment and incorporated herein by this reference will replace the existing Exhibit B, Attachment 2 relating to Signaling (CCS7) rates.
2. This Amendment shall be deemed effective March 1, 2003.
3. All of the other provisions of the Agreement, dated February 22, 2003, shall remain in full force and effect.
4. Either or both of the Parties is authorized to submit this Second Amendment to the respective state regulatory authorities for approval subject to Section 252(e) 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.

BellSouth Telecommunications, Inc.	Time Warner Telecom of Florida, L. P.
	By: Time Warner Telecom General Partnership, its general partner
	By: Time Warner Telecom Holdings Inc., its managing general partner
By: <i>Pat C. Finlen</i>	By: <i>Tina Davis</i> Tina Davis
Name: <i>Pat C. Finlen</i>	Name: _____ V. President and
Title: <i>Assistant Director</i>	D. General Counsel
Date: <i>10/10/03</i>	Date: <i>10/9/03</i>

UNBUNDLED NETWORK ELEMENTS - Florida															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B	
						Rec	Nonrecurring		Nonrecurring Disconnect			Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
SIGNALING (CCS7)															
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	135.05 bk									
	CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000607 bk									
	CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	17.93 bk	43.57 bk	43.57 bk	18.31 bk	18.31 bk					
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	17.93 bk	43.57 bk	43.57 bk	18.31 bk	18.31 bk					
	CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000152 bk									
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU66	694.32 bk									
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.03	46.03	46.03	46.03		11.90			

**Amendment
To the
Interconnection Agreement
Between
Time Warner Telecom of Florida, L. P.
and
BellSouth Telecommunications, Inc.
Dated February 22, 2003**

Pursuant to this Amendment, (the "Amendment"), Time Warner Telecom of Florida, L. P., (TWTC), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated February 22, 2003 ("Agreement").

WHEREAS, BellSouth and TWTC entered into the Agreement on February 22, 2003, 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. Attachment 2 of the Interconnection Agreement entered into between TWTC and BellSouth is hereby amended to replace Sections 9.1 and add Sections 9.1.1, 9.1.1.1, 9.1.1.2, 9.1.2, and 9.1.2.1.

9.1 BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at applicable rates. BellSouth may provide mediated access to BellSouth signaling systems and databases. For this section mediated refers to the insertion of hardware and/or software to prevent potential harm to BellSouth's STPs. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity

9.1.1 Signaling Rates for Long-Distance (Access) Messages

9.1.1.1 For signaling elements associated with interstate and intrastate long-distance messages, BellSouth shall charge TWTC applicable rates for signaling links, ports and signaling messages in accordance with BellSouth filed and approved interstate and intrastate tariffs. Charges shall be assessed to both ISUP and TCAP messages, including corresponding network response messages, e.g., messages in both directions, for signaling messages originated by TWTC and terminated to BellSouth.

9.1.1.2 TWTC may charge BellSouth applicable rates for signaling links, ports and signaling messages at such time as TWTC obtains federal and state approval for such charges. Until such time as TWTC has applicable tariffs, TWTC may bill BellSouth the applicable BellSouth tariffed signaling rates. Additionally, to the

extent that TWTC is not required to file a tariff in a state addressed by this agreement, TWTC may apply a rate that does not exceed BellSouth's tariffed rates for such signaling provided that such rate is posted on TWTC's website in a manner reasonably designed to provide BellSouth access to such rate.

9.1.2 Signaling Rates for Local Messages

- 9.1.2.1 For signaling elements associated with local messages, BellSouth and TWTC agree that applicable rates for signaling links, ports and signaling messages shall be on a bill and keep basis.
2. The Parties hereby agree to delete Signaling (CCS7) rates in Exhibit B, Attachment 2 and replace with the Signaling (CCS7) rates in Exhibit 1, attached hereto and incorporated herein by this reference.
 3. This Amendment shall be deemed effective March 1, 2003.
 4. All of the other provisions of the Agreement, dated February 22, 2003, shall remain in full force and effect.
 5. Either or both of the parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) 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.

BellSouth Telecommunications, Inc.

By:

Pat C. Friel

Name:

PATRICK C. FRIEL

Title:

ASSR Director

Date:

8/11/03

Time Warner Telecom of Florida, L.P.

By: Time Warner Telecom General Partnership, its general partner

By: Time Warner Telecom Holdings Inc., its managing general partner

By:

Name:

Tina Davis

Title:

*Tina Davis
Vice President*

Date:

8/5/03

BellSouth/Time Warner
Interconnection
Agreement

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
SIGNALING (CCS7)															
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	135.05 bk									
	CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000607 bk									
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	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.03	46.03	46.03	46.03	11.90				