



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

T: 850.577.5555  
F: 850.222.8640  
www.att.com

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08 FEB 14 PM 4:23  
COMMISSION  
CLERK

080100-TP

February 14, 2008

Mrs. Ann Cole  
Director, Division of The Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

Re: Notice of the Adoption of Interconnection, unbundling, resale and collocation agreement with modifications between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Comcast Phone of Florida, LLC d/b/a Comcast Digital Florida by Neutral Tandem - Florida, LLC.

Dear Mrs. Cole:

BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast hereby provides notice to the Florida Public Service Commission of the adoption by Neutral Tandem - Florida, LLC of the Interconnection, Unbundling, Resale, and Collocation Agreement with modifications for the State of Florida entered into between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Comcast Phone of Florida, LLC d/b/a Comcast Digital Florida, which was filed with this Commission on October 10, 2005 in Docket No. 050767-TP.

- CMP   1
- COM
- CTR
- ECR
- GCL
- OPC
- RCA
- SCR
- SGA
- SEC
- OTH   1

Neutral Tandem - Florida, LLC is adopting the agreement and all amendments (if applicable), with modifications as provided by Section 252(i) of the Telecommunications Act of 1996.

Enclosed are the original and two (2) copies of the contract between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Neutral Tandem - Florida, LLC, for your records.

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

Very truly yours,

*Robyn Yant for*  
Jerry D. Hendrix  
Regulatory Vice President

DOCUMENT NUMBER-DATE

01174 FEB 14 08

FPSC-COMMISSION CLERK



at&t

WHOLESALE AGREEMENT

***Customer Name: Neutral Tandem***

Neutral Tandem - Adoption of Comcast FL, GA, KY	2
Adoption Papers	3
Signature Page	6
Exhibit 1	7

DOCUMENT NUMBER-DATE

01174 FEB 14 8

**CLEC Agreement with:**

**Neutral Tandem**

**AGREEMENT**

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Neutral Tandem – Florida, LLC, Neutral Tandem – Georgia, LLC, and Neutral Tandem – Kentucky, LLC collectively ("Neutral Tandem"), all of which are Delaware corporations on behalf of itself, 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, ("AT&T"), having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

**WHEREAS**, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

**WHEREAS**, pursuant to Section 252(i) of the Act, for purposes of this Agreement, CLEC has adopted the Comcast Phone, LLC and Comcast Phone II, Inc. for the States of Florida, Georgia, and Kentucky ("the MFN Agreement");

**WHEREAS**, Neutral Tandem has requested that AT&T make available the interconnection agreement in its entirety executed between AT&T and Comcast Phone, LLC and Comcast Phone II, Inc. dated September 25, 2005 for the state(s) of Florida, Georgia, and Kentucky.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, Neutral Tandem and AT&T hereby agree as follows:

1. Neutral Tandem and AT&T shall adopt in its entirety the Comcast Phone, LLC and Comcast Phone II, Inc. Interconnection Agreement dated September 25, 2005 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The Comcast Phone, LLC and Comcast Phone II, Inc. Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	7
Comcast Phone, LLC and Comcast Phone II, Inc. Interconnection Agreement	426
Amendment Effective 3/31/2006	20
Amendment Effective 2/28/2007	2
TOTAL	455

2. In the event that Neutral Tandem consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Neutral Tandem under this Agreement.

3. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2, General Terms and Conditions of the Comcast Phone, LLC and Comcast Phone II, Inc. Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the Comcast Phone, LLC and Comcast Phone II, Inc. Interconnection Agreement, the effective date shall be thirty (30) days following the date of the last signature.

4. Neutral Tandem shall accept and incorporate any amendments to the Comcast Phone, LLC and Comcast Phone II, Inc. Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

6. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

**AT&T**

AT&T Local Contract Manager  
600 North 19<sup>th</sup> Street, 8<sup>th</sup> floor  
Birmingham, Alabama 35203

and

Business Markets Attorney  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

Neutral Tandem – Florida, LLC  
Neutral Tandem – Georgia, LLC  
Neutral Tandem – Kentucky, LLC

Ron Gavillet  
1 South Wacker, Suite 200  
Chicago, IL 60606  
312.384.8040 voice  
312.346.3276 fax  
[rgavillet@neutraltandem.com](mailto:rgavillet@neutraltandem.com)


or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement,

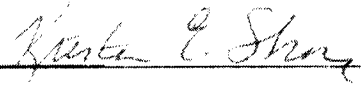
notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

INTERCONNECTION ADOPTION AGREEMENT/AT&T-9STATE  
 SIGNATURE PAGE  
AT&T-9STATE/Neutral Tandem  
 VERSION - 11/26/07

Neutral Tandem - Florida, LLC  
 Neutral Tandem - Georgia, LLC  
 Neutral Tandem - Kentucky, LLC

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

By:   
 Name: DAVID TATAK  
 Title: VP BILLING & REVENUE  
 Date: 1/10/08

By:   
 Name: Kristen E. Shore  
 Title: Director  
 Date: 1/15/08

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA	_____	_____	MISSISSIPPI	_____	_____
FLORIDA	<u>937C</u>	<u>OWS</u>	NORTH CAROLINA	_____	_____
GEORGIA	<u>067D</u>	<u>OWS</u>	SOUTH CAROLINA	_____	_____
KENTUCKY	<u>896E</u>	<u>OWS</u>	TENNESSEE	_____	_____
LOUISIANA	_____	_____			

**EXHIBIT 1**