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Ruth Nettles

080587-TP

From: Holland, Robyn P [rh0582@att.com]
Sent: Wednesday, September 10, 2008 2:20 PM
To: Filings@psc.state.fl.us
Subject: Amendment Filing with TCG

Attachments: 9100C_Sc.pdf



9100C_Sc.pdf
(295 KB)

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

From: YANT, ROBYN [mailto:robyn.holland@att.com]
Sent: Wednesday, September 10, 2008 2:15 PM
To: YANT, ROBYN
Subject: 9100C Scan

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Florida Regulatory Relations
150 S. Monroe St., Suite 400
Tallahassee, FL 32301

T: 850-577-5550
F: 850-224-5073
www.att.com

September 10, 2008

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 two Amendments 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 TCG South Florida.

Dear Mrs. Cole:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast two Amendments to Interconnection, unbundling, resale and collocation Agreement with TCG South Florida

The underlying agreement was filed on April 3, 2006 in docket 060313-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

**Amendment to the Agreement
Between
TCG South Florida
and
BellSouth Telecommunications, Inc.
d/b/a AT&T Florida
Dated March 14, 2006**

Pursuant to this Amendment, (the "Amendment"), TCG South Florida (TCG), and BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 14, 2006 (Agreement) to be effective after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, the Parties entered into the Agreement on March 14, 2006,
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 Parties agree that Section 2.3 of Attachment 6 is deleted in its entirety and replaced with the following:
 - 2.3 BellSouth and AT&T will provide access to customer service record information where the Parties have the appropriate authorization from the customer. AT&T represents and warrants that it has obtained any customer authorization or approval (written, verbal or electronic) required by Applicable Law in order to receive such information. AT&T shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC regulations thereunder). Neither Party shall be required to present prior written authorization from each customer to the other Party before being allowed access to customer record information. Each Party will issue the other a blanket letter of authorization that states that AT&T and BellSouth will obtain the customer's permission before accessing customer records. Each Party shall retain authorization from its end users. If BellSouth desires to request a Customer Service Record ("CSR") for an AT&T customer, BellSouth is required to complete a Customer Service Information Query ("CSIQ") form and send via facsimile to AT&T. AT&T will accept CSR requests from BellSouth as acting agent for the customer (BellSouth should retain Letter of Authorization ("LOA") on file). AT&T will provide the CSR and return via facsimile both the CSIQ form and the CSR within forty-eight (48) hours or two (2) business days, if the first of the two (2) days falls on a Friday or a holiday. The provisioning of local service for the territory

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served by BellSouth is handled by AT&T's work center located in Atlanta, Georgia. The work center's facsimile telephone number is (404) 329-2169. Voice inquires on the CSIQ should be directed to (404) 982-6611. BellSouth will honor AT&T's ability to allow other CLECs to view AT&T's CSRs utilizing BellSouth's interfaces. Nothing in this Appendix shall be interpreted to prohibit CLEC from accessing its own CSR data or the CSR data of its affiliates (where requisite permission has been obtained) for any purpose permitted under law.

2. All of the other provisions of the Agreement, dated March 14, 2006, shall remain in full force and effect.
3. Either or both of the Parties are 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.
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.

TCG South Florida

By: Bill C Peacock
Name: Bill C. Peacock

Title: Director-Interconnection
Agreements

Date: 4-14-08

BellSouth Telecommunications, Inc.
d/b/a AT&T Florida

By: Kristen E Shore
Name: Kristen E. Shore

Title: Director

Date: 5/8/08

OCN#

ACNA

FLORIDA _____

TCG OSS - FL

**Amendment to the Agreement
Between
TCG South Florida
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
Dated March 14, 2006**

Pursuant to this Amendment, (the "Amendment"), TCG South Florida (TCG), 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"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 14, 2006 (Agreement) to be effective after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, the Parties entered into the Agreement on March 14, 2006, 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 Parties agree that Section 13.1 of the General Terms & Conditions, "Service Quality Measurement" is deleted in its entirety and replaced with the following:

13.1 Notwithstanding any language of Attachment 9 (Performance measures/Remedies) to the contrary, TCG South Florida, agrees that AT&T Florida shall provide no remedy payments to TCG South Florida. All other obligations under Attachment 9 - Service Quality Measurements shall remain in full force and affect.
2. All of the other provisions of the Agreement, dated March 14, 2006, shall remain in full force and effect.
3. Either or both of the Parties are 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.
4. By 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.

TCG South Florida

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

25 By: Bill C. Peacock

By: Kristen E. Shore

Name: Bill Peacock

Name: Kristen E. Shore

Title: Director-Interconnection
Agreements

Title: Director

Date: 3/13/08

Date: 3/18/08

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