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Ruth Nettles

From: Holland, Robyn P [rh0582@att.com]
Sent: Thursday, August 27, 2009 9:58 AM
To: Filings@psc.state.fl.us
Cc: Jeff Bates
Subject: Amendment Filing

Attachments: 9100C_Sc.pdf



9100C_Sc.pdf
(220 KB)

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

From: YANT, ROBYN [mailto:robyn.holland@att.com]
Sent: Thursday, August 27, 2009 9:48 AM
To: YANT, ROBYN
Subject: 9100C Scan

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August 27, 2009

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 IDT America Corp dba IDT

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 Amendment to Interconnection, unbundling, resale and collocation Agreement with IDT America Corp dba IDT.

The underlying agreement was filed on March 21, 2006 in docket 060265-TP.

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

Very truly yours,

for Robyn Yant
Jerry D. Hendrix
Regulatory Vice President

**AMENDMENT TO THE AGREEMENT
BETWEEN
IDT AMERICA, CORP D/B/A IDT
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**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, Inc¹. 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-9 STATE") and IDT America, Corp d/b/a IDT ("CLEC"). AT&T-9STATE and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee

WHEREAS, AT&T-9 STATE and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), Effective March 10, 2006 and as subsequently amended (the "Agreement");

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

1. AT&T-9STATE shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. The Parties agree to delete and replace in its entirety Section 24 of the General Terms and Conditions with the following:

24.1 Subject to Section 24.1.2, Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

24.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.

24.1.2 delivered by facsimile provided CLEC and/or AT&T-9STATE has provided such information in Section 24.3 below.

¹ BellSouth Telecommunications, Inc. is now doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee as 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, respectively.

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24.2 Notices will be deemed given as of the earliest of:

24.2.1 the date of actual receipt,

24.2.2 the next Business Day when sent via express delivery service,

24.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service, or

24.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

24.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	
NAME/TITLE	Carl Wolf Billek Senior Regulatory Counsel
STREET ADDRESS	550 Broad Street 17 th Floor
CITY, STATE, ZIP CODE	Newark, New Jersey 07102-3111
FACSIMILE NUMBER	(973) 438-1455
PHONE NUMBER*	(973) 438-4854

NOTICE CONTACT	
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St. 9 th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006

*Informational only and not to be considered as an official notice vehicle under this Section.

24.4 Either Party may unilaterally change its designated contact name, address, and/or facsimile number for the receipt of notices by giving written Notice to the other Party in compliance with this Section. Any Notice to change the designated contact name, address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

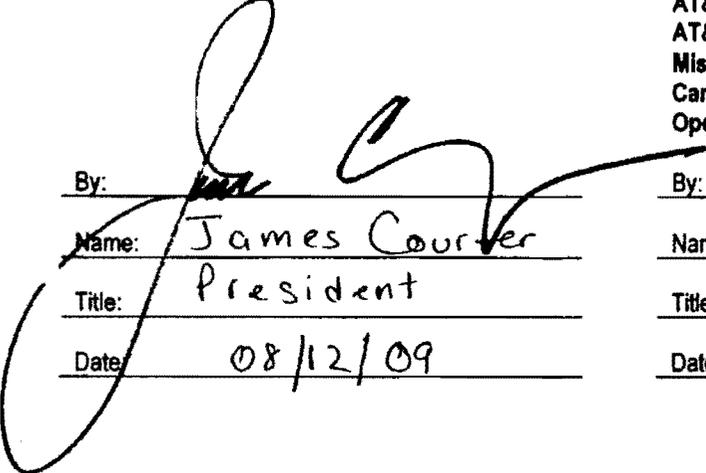
24.5 **AT&T-9STATE** communicates official information to CLECs via its Accessible Letter or other applicable notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including changes on business

processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

- 24.6 CLEC may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
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.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

IDT AMERICA, CORP D/B/A IDT

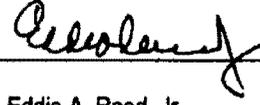
BellSouth Telecommunications, Inc. d/b/a
AT&T Alabama, AT&T Florida, AT&T Georgia,
AT&T Kentucky, AT&T Louisiana, AT&T
Mississippi, AT&T North Carolina, AT&T South
Carolina, and AT&T Tennessee, by AT&T
Operations, Inc., its authorized agent

By: 

Name: James Courter

Title: President

Date: 08/12/09

By: 

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 8-14-09

ACNA IDR

REVIEWED
BY
LEGAL DEPT.
Date Initial
08/12/09 CMS