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**From:** YANT, ROBYN (ATTSI) [rh0582@att.com]  
**Sent:** Friday, January 08, 2010 9:38 AM  
**To:** Filings@psc.state.fl.us  
**Subject:** Amendment between DeltaCom, Inc and BellSouth Telecommunications d/b/a AT&T Florida

**Attachments:** 9100C\_Sc.pdf



9100C\_Sc.pdf  
(145 KB)

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

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**Sent:** Thursday, January 07, 2010 3:43 PM  
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FPSC-COMMISSION CLERK





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150 South Monroe Street  
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Tallahassee, FL 32301

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F: 850.222.8640  
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January 7, 2010

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 DeltaCom, Inc.

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 DeltaCom, Inc.

The underlying agreement was filed on July 22, 2004 in docket 040774-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  
DELTACOM, INC.  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T FLORIDA**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T Florida") and DeltaCom, Inc. ("CLEC"). AT&T Florida and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, AT&T Florida and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated July 7, 2004 and as subsequently amended (the "Agreement"); and

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

1. The Parties hereby agree to incorporate into the Agreement the BCS and USOC for the Dedicated Trunk Port Services set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. 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 remedies thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review. Further, neither Party waives, and each Party expressly reserves, any rights under the Agreement to bring and to continue any and all claims, actions or other disputes in connection with, and to recover any amounts due for overpayment with respect to, nonrecurring and recurring charges by the other associated with local interconnection trunks and facilities for the exchange of traffic other than Transit Traffic arising prior to the aforementioned Effective Date.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following the date of the last signature ("Effective Date").

DOCUMENT NUMBER-DATE

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DeltaCom, Inc.

BellSouth Telecommunications Inc, d/b/a  
AT&T Florida by AT&T Operations, Inc., its  
authorized agent

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Name: Jerry Watts

Name: Eddie A. Reed, Jr.

Title: Vice President

Title: Director-Interconnection Agreements

Date: December 1, 2009

Date: 12-4-09

	<u>Resale OCN</u>	<u>ULEC OCN</u>	<u>CLEC OCN</u>
FLORIDA	7727	7727, 4616	4616

ACNA DLT

