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Marshall M. Criser III
Regulatory Vice President

REPORTING

August 2, 1999

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

991007-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and AT&T Communications of the Southern States, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecornmunications Act of 1996, BellSouth and AT&T Communications of the Southern States, Inc. are submitting to the Florida Public Service Commission an amendment to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to AT&T Communications of the Southern States, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-97-0724-FOF-TP issued June 19, 1997 in Docket 960833-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and AT&T Communications of the Southern States, Inc. within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties aver that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours.

Regulatory Vice President

DOCUMENT NUMBER-DATE

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## ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between AT&T Communications of the Southern States, Inc. and BellSouth Telecommunications, Inc., dated July 14, 1999 for the state(s) of Florida consists of the following:

ITEM	NO.
	PAGES
Amendment dated 7/14/99	4
TOTAL	4

## AMENDMENT TO INTERCONNECTION AGREEMENT BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC DATED JUNE 10, 1997 FLORIDA

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and AT&T Communications of the Southern States, Inc. ("AT&T"), hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties June 10, 1997 ("Interconnection Agreement").

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, BellSouth and AT&T hereby covenant and agree as follows:

1. The Preface section is hereby deleted in its entirety and replaced with the following language:

This Agreement, which shall become effective as of the 10<sup>th</sup> day of June, 1997, is entered into by and between AT&T Communications of the Southern States, Inc., a New York corporation, having an office at 1200 Peachtree Street, N.E., Atlanta, Georgia, 30309, on behalf of itself, and its Affiliates, (individually and collectively "AT&T"), and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, having an office at 675 West Peachtree Street, Atlanta, Georgia 30375, on behalf of itself and its successors and assigns.

- 2. Attachment 2 is hereby amended to include the following language as a new section 2.3:
  - 2.3. To the extent AT&T has ordered prior to July 1, 1999, and BellSouth has provisioned, the equivalent of a SmartPath® loop at a rate not to exceed a recurring monthly charge of \$190.00, for a 24 or 28 month commitment period, BellSouth will continue to provision this loop for the remainder of the commitment period.
- 3. Attachment 2, Section 16.7 is hereby amended to include Section 16.7.3 as follows:

## 16.7.3 Access to 911/E911 Emergency Network

A. 911 and E911 traffic refers to network emergency calls originated by dialing 9-1-1. The Parties agree to cooperate to ensure the seamless operation of emergency call networks, including 911, and E911 calls.

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AT&T Amend Florida

- B. For basic 911 and E911 service, BellSouth will provide to AT&T a list consisting of each municipality in each state that subscribes to either service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911/E911. The parties agree that the county or municipality may wish to assign a different 10-digit directory number for each local exchange company. AT&T agrees to hold this information proprietary and will use the information solely for the purpose of routing 0- calls from the AT&T Operator Services platform to the PSAPs.
- C. AT&T will arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth or to the 10-digit number provided by the county or municipality. AT&T will route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, AT&T shall discontinue the Basic 911 procedures and begin the E911 procedures, set forth in subsection 16.7.5, below.
- D. For E911 service, AT&T shall install a minimum of two dedicated trunks originating from AT&T serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured either as a 2 wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA type signaling with multifrequency (MF) pulsing that will deliver automatic number identification (ANI) with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. AT&T will provide BellSouth daily updates to the E911 database. BellSouth will provide AT&T, within 48 hours, confirmation of the receipt of said updates.
- E. If a municipality has converted to E911 service, AT&T will forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, AT&T will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP pursuant to the appropriate state statue or regulation. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.
- F. BellSouth and AT&T agree that the practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, as it is amended from time to time during the term of this Agreement by BellSouth, shall determine the appropriate procedures and practices of

the parties as to the provision of 911/E911 Access. BellSouth, as the operator of the Automatic Location Identifier (ALI) database, and AT&T will use established processes, procedures and formats described in the E911 Local Exchange Carrier Guide for Facility-Based Providers to interface with AT&T. BellSouth will process valid AT&T customer information with 24 hours of receipt from AT&T, and electronically transfer the AT&T subscriber information to the 911 database.

- G. BellSouth agrees to provide, on a scheduled quarterly basis, copies of the Master Street Address Guide ("MSAG") for the LATAs in which AT&T operates. The appropriate counties authorities to resolve any addressing issues. BellSouth agrees to maintain the MSAG based upon input from and discussions with the appropriate county authorities.
- H. If AT&T's certificated area conforms with BellSouth's exchange boundaries; BellSouth will provide a list of 911 tandems serving the BellSouth exchanges. If AT&T's certificated area does not conform with BellSouth's exchange boundaries, upon request, AT&T's NXXs with the comparable BellSouth NXX, BellSouth will provide to AT&T the information as to which access tandem the AT&T NXXs are routed.
- 4. Attachment 3 is hereby amended to include a new section 2.6 as follows:
  - 2.6 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for AT&T's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Agreement, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for AT&T's permitted use, or is damaged and the option to terminate is not croised by either party, BellSouth covenants and agrees to proceed promptly without expense to AT&T, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. AT&T may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. acceleration of the project increases the cost of the project, then those additional charges will be incurred by AT&T. Where allowed and where practical, AT&T may erect a temporary facility while BellSouth rebuilds

or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, AT&T shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for AT&T's permitted use, until such Collocation Space is fully repaired and restored and AT&T's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored).

5. Attachment 6, Section 5.1 is hereby amended to include the following language to the end of this section:

The rates and charges for BellSouth's purchase of facilities to connect its network to AT&T's network shall be as set forth in AT&T's Intrastate Access Services and Interconnection Services Tariff. The rates and charges for AT&T's purchase of facilities to connect its network to BellSouth's network shall be as set forth in BellSouth's Intrastate Access Services Tariff. This provision is specific to AT&T and does not apply to any Affiliates of AT&T that may adopt this agreement.

- 6. That all of the other provisions of the Interconnection Agreement, dated June 10, 1997 shall remain in full force and effect.
- 7. BellSouth is hereby authorized to submit this Amendment to the Florida Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996 in accordance with Section 9 of the General Terms and Conditions section of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

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BELLSOUTH TELECOMMUNICATIONS,	ATAT COMMUNICATIONS OF THE SOUTHERN STATES, INC.
INC	.4
By: <u>Jerry Hendrix</u>	By: MiCHELLE W. AUGIER
DATE: <u>M14199</u>	DATE: 7/13/99