TX047

## **@ BELLSOUTH**

BellSouth Telecommunications, Inc.

850 224-7798 Fax 850 224-5073

Marshall M. Criser III
Regulatory Vice President

Suite 400

150 South Monroe Street Tallahassee, Florida 32301-1556

May 5, 2000

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

000557-11

ORIGINAL

AY -5 PH 3: 31

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and HTR&L Enterprises, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and HTR&L Enterprises, 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 HTR&L Enterprises, Inc. The Commission approved the initial agreement between the companies in Order No. 96-1305-FOF-TP issued October 25, 1996 in Docket 960854-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and HTR&L Enterprises, 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

(LE)

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

05671 MAY-58

FPSC-RECORDS/REPORTING

## ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between HTR&L Enterprises, Inc. and BellSouth Telecommunications, Inc., for the all nine states consists of the following:

ITEM	NO. PAGES
Amendment	1
TOTAL	1

## PLEASE FORWARD TO BELLSOUTH

This amendment is intended to be inserted into the interconnection agreement in the section concerning directory listings:

Release of Subscriber List Information to Independent Publishers

Notwithstanding any provision(s) to the contrary, HTR&L ENTERPRISES, INC. agrees to provide BellSouth, and BellSouth agrees to accept, HTR&L ENTERPRISES, INC.'s Subscriber List Information (SLI) relating to HTR&L ENTERPRISES, INC.'s customers in the geographic area(s) covered by this Interconnection Agreement. HTR&L ENTERPRISES, INC. authorizes BellSouth to release all such HTR&L ENTERPRISES, INC. SLI provided to BellSouth by HTR&L ENTERPRISES, INC. to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such HTR&L ENTERPRISES, INC. SLI shall be intermingled with BellSouth's own customer listings and shall not be differentiated from the BellSouth listings or from the listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved the modification to such tariffs.

No compensation shall be paid to HTR&L ENTERPRISES, INC. for BellSouth's receipt of HTR&L ENTERPRISES, INC. SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incur costs on an ongoing basis to administer the release of HTR&L ENTERPRISES, INC. SLI, HTR&L ENTERPRISES, INC. shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. BellSouth shall not be liable for the content or accuracy of any SLI provided by HTR&L ENTERPRISES, INC. under this Agreement. 'HTR&L ENTERPRISES, INC. shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate HTR&L ENTERPRISES, INC. listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to HTR&L ENTERPRISES, INC. any complaints received by BellSouth relating to the accuracy or quality of HTR&L ENTERPRISES, INC. listings. The Parties shall negotiate the date for initial release of HTR&L ENTERPRISES, INC. listings and subsequent updates. The HTR&L ENTERPRISES, INC. listings and subsequent updates will be released consistent with BellSouth's required system changes and/or scheduling requirements.

Signature of Authorized Representative

Typed of Printed Name

BellSouth Telecommunications, Inc.

ACCEPTED

Title