

BellSouth Telecommunications, Inc.

Suite 400

150 South Monroe Street Tallahassee, Florida 32301-1556

October 23, 2000

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RECORDS AND

Marshall M. Criser III Regulatory Vice President

001596-TP

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

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 Telecommunications 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 BdlSouth 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. PSG97-0724-FOF-TP issued June 19, 1997 in Docket 960833-TP. This amendment establishes a demarcation point at the perimeter of the AT&T collocation arrangement, consistent with the Commission order.

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 13609 OCT 24 B

FPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between AT&T Communications of the Southern States, Inc. (AT&T)(FL) and BellSouth Telecommunications, Inc., dated 09/13/2000, for the state(s) of Florida consists of the following:

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AMENDMENT TO THE

AGREEMENT BETWEEN

AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC. AND BELLSOUTH TELECOMMUNICATIONS, INC. DATED JUNE 9, 1997

(Florida)

Pursuant to this Agreement, (the "Amendment"), AT&T Communications Company of the Southern States, Inc. ("AT&T"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 9, 1997 ("Agreement").

WHEREAS, BellSouth and AT&T entered into an Interconnection Agreement on June 9, 1997 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. Attachment 3 of the Interconnection Agreement is hereby amended to deleted in its entirety Section 2.2.17 and replace it with the following language:
- 2.2.17 <u>Demarcation Point</u>. For the purposes of this Attachment, BellSouth will designate the point(s) of demarcation between AT&T's equipment and/or network and BellSouth's network located at the perimeter of AT&T's Collocation Space. Except as provided below, each Party will be responsible for the installation, maintenance, and operation of all equipment/facilities on its side of the demarcation point.
- 2.2.17.1 AT&T shall be responsible for procuring the cable/cable extension. AT&T shall, through the use of a BellSouth Certified Vendor perform, 1) engineering and installation of the cable/cable extension from the AT&T equipment in the collocation space to the BellSouth designated network connection point; 2) termination of the cable extension at the AT&T equipment and the cable at the BellSouth designated network connection point; and 3) performance of end-to-end continuity testing. A copy of the continuity test results shall be provided to the local BellSouth Central Office Supervisor.
- 2.2.17.2 The actual cost of the cable/cable extension shall be prorated based on the respective length of the cable on each side of the demarcation point. The vendor cost of engineering and installing the cable/cable extension shall be prorated based on the respective length of the cable on each side of the demarcation point. The labor and material vendor costs of terminating the cable and cable extension shall be borne respectively by BellSouth and AT&T. The cost of continuity testing shall be borne equally between the Parties, if feasible.
- 2.2.17.3 In the event that a trouble exists after all cable installation and testing have been completed, AT&T shall be responsible for contracting with a BellSouth Certified Vendor to test the cable/cable extension and terminations, and to perform any required repairs. To the extent that a

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trouble is found to exist with the terminations of either Party, that Party shall be responsible for the entire vendor cost of the testing and repair. To the extent that troubles are determined to exist in the terminations of both Parties, the vendor cost of testing and repair shall be divided equally between the Parties.

- In the event that trouble is found to exist that requires replacement of the cable or 2.2.17.4 additional cable installation, the responsibilities set forth in paragraphs 5.5.1 and 5.5.2 shall apply.
- In the event a trouble can be remedied in different ways, the party bearing the greater portion of the vendor costs shall have the ultimate decision making authority as to how the repair should be made. At the request of either party, the parties will meet to discuss any disputes regarding any of the above responsibilities or the manner in which the above work is being performed and shall make a good faith effort to resolve any such dispute in a timely manner. In the performance of their obligations hereunder neither party shall cause any unnecessary delay or expense to the other.
- The Parties agree to develop a process associated with implementing the terms and conditions set forth herein.
- All of the other provisions of the Agreement, dated June 9, 1997, shall remain in full force and effect.
- Fither or both of the Parties is 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.

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

BellSouth Telecommunications, Inc.

AT&T Communications of the	BellSouth Telecommunications, in
Southern States, Inc. By: Bell C Bellock	
	Name: Jerry Hendrix
Name: Bill C. Peacock Title: Director - Local Svcs. & Access Mgt.	Title: Senior Director
Date: _ 9-12-00	Date: 9/13/00