

Diamond Williams

110103-TP

From: McCabe, Thomas M. [thomas.mccabe@tdstelecom.com]
Sent: Monday, April 18, 2011 4:12 PM
To: Filings@psc.state.fl.us
Subject: E-filing: Amended Interconnection Agreement
Attachments: TDS Interconnection Amendment - City of Quincy1and2.pdf

Electronic Filing

a. Person responsible for this electronic filing:

Thomas M. McCabe, External Affairs Manager

TDS Telecom/Quincy Telephone

107 W. Franklin St.

Quincy, FL 32351

(850) 875-5207

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b. Approval of Amendment No. 1 and No. 2 to the Interconnection Agreement between TDS Telecom/Quincy and the City of Quincy d/b/a Netquincy

c. Document being filed on behalf of TDS Telecom/Quincy Telephone

d. There are a total of 17 pages, including cover letter.

e. The document attached for electronic filing is Amendment No. 1 and No. 2 to the Interconnection Agreement between TDS Telecom/Quincy and the City of Quincy d/b/a Netquincy

(See attached file)

Thank you for your attention and cooperation to this request.

Tom McCabe
Manager - State Government Affairs
FL, GA, and VA
TDS Telecom
850-893-5037
850-570-9773 (cell)
850-875-5225 (fax)

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DOCUMENT NUMBER-DATE

02635 APR 18 =

FPSC-COMMISSION CLERK

4/19/2011



April 11, 2011

Mrs. Ann Cole
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL. 32399

Re: Approval of Amendment No. 1 and No. 2 to the Interconnection Agreement between TDS Telecom/Quincy and the City of Quincy d/b/a Netquincy

Dear Mrs. Cole:

Enclosed for filing and approval is Amendment No. 1 and Amendment No. 2 to the Interconnection Agreement between TDS Telecom/Quincy and the City of Quincy d/b/a Netquincy. The agreement was originally entered into December 1, 2005, and approved by the Commission in Docket No. 060018.

Questions regarding this filing may be directed to me at (850) 875-5207.

Sincerely,

s/ Thomas M. McCabe

Thomas M. McCabe
Manager- State Government Affairs
TDS TELECOM/Quincy Telephone Company

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FPSC-COMMISSION CLERK

First Amendment to Interconnection Agreement

The Interconnection Agreement dated as of December 1, 2005 between Quincy Telephone Company ("TDS TELECOM") and City of Quincy Florida d/b/a Netquincy. ("NETQUINCY") filed with the Florida Public Service Commission in Docket 060018-TP is hereby amended as follows:

Appendix
NIM- added Exhibit A

Effective
March 1, 2011

Pursuant to Section 2.2.2 of Appendix NIM, Exhibit A is added to reflect the mutually agreed upon Point of Interconnection (POI).

The following language will be added to Section 3.3.2 of Appendix NIM.

Where placement of a minimum size optical system results in excess capacity beyond that required for Interconnection Trunks and the forecasted growth of same, the Parties may by mutual agreement utilize such excess capacity for access or other services provided that capacity requirements for Interconnection Trunks will take priority over all other services and neither Party shall be required to provision a larger system to accommodate services other than Interconnection Trunks.

The remaining terms and conditions of the Agreement shall remain in effect.

Executed this 21st day of March, 2011.

CITY OF QUINCY FLORIDA

**QUINCY TELEPHONE COMPANY, by
TDS Telecommunications Corporation, agent**

[Signature] 3/4/2011
Signature Date

Katherine S. Barnekow 3/21/2011
Signature Date

Jack L. McLean Jr
Printed Name

Katherine S. Barnekow
Printed Name

City Manager
Position/Title

Director- Carrier Relations
Position/Title

TDS Telecom/NETQUINCY
1st Amendment

February 2011

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

**TDS Telecom-NETQUINCY
Point(s) of Interconnection**

The mutually agreed upon Point(s) of Interconnection between NETQUINCY and TDS Telecom are described below.

The initial interconnection shall be through a fiber meet point arrangement. The Parties shall establish a point-to-point linear SONET system utilizing Design One as set forth in Section 3.3.4.1 of this Appendix. The initial system shall consist of four (4) fibers provided by each Party and cross-connected at the POI defined below. The system shall utilize lasers operating at 1310 nm optical wavelength. Each Party's Fiber Optic Terminal shall accommodate an initial capacity of OC-3. System overheads shall be turned off.

TDS Telecom shall provide an externally mounted Cross Connect Box, Panel and associated hardware to be located at the POI. Each Party shall be responsible for splicing its own fibers into the cross-connect panel and TDS Telecom will perform the cross-connection.

NETQUINCY shall place ASRs with TDS Telecom for the initial OC-3, DS3's, DS1's and local interconnection trunks and maintain administrative control for issuing orders related to the interconnection system and facilities.

Exchange	POI- CLLI	Vertical/Horizontal	GPS Coordinates
Quincy, FL	QNCYFLXA4MD	V=7878 H=1780	N 30 degrees 35.386' W 84 degrees 34.691'

APPENDIX RESALE

TABLE OF CONTENTS

1. INTRODUCTION 4

2. DESCRIPTION AND CHARGES FOR SERVICES 4

3. TERMS AND CONDITIONS OF SERVICE 4

4. ANCILLARY SERVICES..... 6

5. RESPONSIBILITIES OF TDS TELECOM 8

6. RESPONSIBILITIES OF CLEC 9

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS 12

APPENDIX RESALE

1. INTRODUCTION

- 1.1 This Appendix set forth terms and conditions for Resale Services provided by TDS TELECOM and CLEC.
- 1.2 The prices at which TDS TELECOM agrees to provide CLEC with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DESCRIPTION AND CHARGES FOR SERVICES

- 2.1 Except as otherwise expressed herein, TDS TELECOM shall make Telecommunications Services that TDS TELECOM provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(b)(1) of the Act and any other applicable limitations or restrictions.
- 2.2 TDS TELECOM will offer products and services to CLEC for resale pursuant to relevant decisions of the appropriate Commission.
- 2.3 Telecommunications Services will be offered by TDS TELECOM to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.

3. TERMS AND CONDITIONS OF SERVICE

- 3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by TDS TELECOM to TDS TELECOM's End Users through tariff(s), the rules and regulations associated with TDS TELECOM's retail tariff(s) shall apply when the services are purchased for resale by CLEC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by TDS TELECOM to its End Users.
- 3.2 CLEC shall only sell Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding TDS TELECOM's retail tariff(s).

- 3.3 Except where otherwise explicitly permitted in TDS TELECOM's corresponding retail tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 3.4 CLEC agrees that the resale of services under this Appendix shall conform to the "cross-class selling" restrictions contained in Paragraph 51.613(a)(I) of Sub-part G of Part 51 of the Code of Federal Regulations. In the event CLEC resells services in violation of applicable cross-class selling restrictions, CLEC shall be in default hereunder and TDS TELECOM shall have the right to notify CLEC and retroactively bill CLEC under the correct class of service rates.
- 3.4.1 CLEC may only resell "special needs services" as identified in specific tariffs to persons who are eligible for each such service. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.
- 3.5 Promotions
- 3.5.1 TDS TELECOM' promotions of ninety (90) days or less are not available to CLEC for resale.
- 3.6 CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.
- 3.7 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate TDS TELECOM' federal and state tariff(s) will apply to each local exchange line furnished to CLEC under this Appendix for resale.
- 3.8 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line

furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).

3.9 TDS TELECOM shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by TDS TELECOM as the incumbent local exchange carrier.

3.10 If CLEC is in violation of any provision of this Appendix, TDS TELECOM will notify CLEC of the violation in writing. Such notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify TDS TELECOM in writing that the violation has been corrected. Resolution of any dispute by CLEC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.

3.11 TDS TELECOM's services are not available at wholesale rates.

4. ANCILLARY SERVICES

4.1 TDS TELECOM will afford CLEC's End Users the ability to make E911 calls to the same extent as TDS TELECOM's customers in the same local calling area. CLEC shall be responsible for collecting and remitting all applicable E911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges. When requested by TDS TELECOM, CLEC shall, provide TDS TELECOM with accurate and complete information regarding CLEC's End User(s) in a format and time frame prescribed by TDS TELECOM for purposes of E911 administration.

4.1.1 Should any CLEC End User assert any Claim that relates to access to E911, the limitations of liability set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all Claims that may be asserted against any Party to this Appendix relating to access to E911, whether such assertion is made by the other Party or any Third Party, and such provisions are incorporated herein for all purposes as though set forth herein.

- 4.2 Subject to TDS TELECOM's practices, as well as the rules and regulations applicable to the provision of White Pages directories, TDS TELECOM will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. TDS TELECOM will include CLEC End Users when it sells or otherwise transfers listings to other parties.
- 4.3 Additional Listing services, as set forth in Appendix Pricing or the applicable tariff, may be purchased by CLEC for its End Users on a per listing basis.
- 4.4 Liability relating to End User Listings
- 4.4.1 CLEC hereby releases TDS TELECOM from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided to TDS TELECOM under this Appendix.
- 4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend TDS TELECOM and TDS TELECOM' officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's End User listing information, including any error or omission related to non-published or non-listed End User listing information to the extent caused by an act or omission of CLEC. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and TDS TELECOM, and/or against TDS TELECOM alone. The Parties agree to comply with the indemnification procedures described in the General Terms and Conditions for any indemnification claims arising out of this section.
- 4.5 If CLEC's End User already has a current TDS TELECOM's local White Pages directory, TDS TELECOM shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.
- 4.6 Subject to any blocking that may be ordered by CLEC for its End Users, to the extent Directory Assistance (DA) services are provided to TDS TELECOM's End Users, TDS TELECOM shall provide CLEC's End Users access to TDS TELECOM's

Directory Assistance services. CLEC shall pay TDS TELECOM the charges attributable to Directory Assistance services utilized by CLEC's End Users.

4.7 Subject to any blocking that may be ordered by CLEC for its End Users', TDS TELECOM will provide access to Operator Services ("OS") to CLEC's End Users to the same extent it provides OS to its own End Users. CLEC shall pay the charges associated with the utilization of OS by CLEC's End Users.

5. RESPONSIBILITIES OF TDS TELECOM

5.1 TDS TELECOM shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic mail. TDS TELECOM shall use its standard service order procedures for all service order activity involving connects, disconnects, adds, moves and changes.

5.2 TDS TELECOM shall implement CLEC service orders within the same time intervals TDS TELECOM uses to implement service orders for similar services for its own End Users.

5.3 TDS TELECOM shall disconnect service provided under this Appendix upon request of CELC. CLEC will be subject to any applicable cancellation or termination charge with respect to such service. CLEC shall be solely responsible for all communications with its customers regarding any proposed, pending or implemented disconnection of service. If after disconnection, CLEC desires to reconnect service, TDS TELECOM shall reconnect service subject to applicable service order charges.

5.4 CLEC will have the ability to report trouble for its End Users to the appropriate TDS TELECOM' trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CLEC End Users calling TDS TELECOM will be referred to CLEC at the number provided by CLEC. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch TDS TELECOM's network facilities, including those on End User premises. CLEC agrees that all matters associated with inside wiring and premise equipment are the sole responsibility of CLEC or its customer. Any repair services rendered by TDS TELECOM with respect to the inside wiring or premise equipment shall be at the sole discretion of TDS TELECOM and will be at prevailing prices and terms for such services as are in effect from time to time.

5.5 TDS TELECOM shall not provide any specialized operational support systems to CLEC for any of the services provided under this Appendix.

6. RESPONSIBILITIES OF CLEC

6.1 Prior to submitting an order under this Appendix, CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations, and shall assume responsibility for applicable charges as specified in Section 258(b) of the Act. TDS TELECOM shall abide by the same applicable laws and regulations.

6.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies TDS TELECOM or CLEC that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User.

6.2.1 TDS TELECOM shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. An LOA is one such proper form of authorization. CLEC shall make any such authorization it has obtained available to TDS TELECOM upon request and at no charge.

6.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, TDS TELECOM is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities unless the new End User who takes possession of the same premises elects to retain CLEC as its telecommunications service provider. If a new End User fails to take possession of the premises within 30 days or if the new End User fails to select a telecommunications service provider within 30 days, TDS TELECOM may reclaim the facilities.

6.4 The Parties shall comply with any FCC or Commission regulations related to the investigation of any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party.

- 6.5 Should TDS TELECOM receive an order from CLEC for services under this Appendix, and TDS TELECOM is currently providing the same services to another local service provider for the same End User, CLEC agrees that TDS TELECOM may notify the local service provider from whom the End User is being converted of CLEC's order coincident with or following processing CLEC's order. It shall then be the responsibility of the former local service provider of record and CLEC to resolve any issues related to the End User. This Section 6.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLECs or from TDS TELECOM.
- 6.6 CLEC shall be the single point of contact for all service order requests. CLEC shall provide all service order and directory information required by TDS TELECOM and shall coordinate installation due dates with the CLEC's customer.
- 6.7 All applicable rates and charges for services provided to CLEC under this Appendix will be billed directly to CLEC and shall be the responsibility of CLEC. CLEC is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at CLEC's location and its End Users' service locations; provided, however, CLEC shall not be responsible for payment of charges for any retail services furnished by TDS TELECOM directly to End Users and billed by TDS TELECOM directly to End Users.
- 6.7.1 Charges billed to CLEC for all services provided under this Appendix shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- 6.7.2 Miscellaneous Charges applicable to services ordered for resale by CLEC will apply if such Miscellaneous Charges apply for equivalent services ordered by TDS TELECOM retail End-Users. Such Miscellaneous Charges include charges listed in the applicable tariff.
- 6.8 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and

Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

- 6.9 The parties recognize that TDS TELECOM has in effect billing and collection agreements with various interexchange carriers and billing clearing houses ("B&C Customers") which allow end-user customers to order services such as internet and voice mail and pay for the services via their monthly billing statement from TDS TELECOM. Currently the inter-exchange carriers' and billing clearing houses' customer billing systems do not have the means of differentiating Reseller's account data (telephone numbers) from TDS TELECOM account data (telephone numbers). Until such time as these billing systems are modified to differentiate the data, the following shall apply:
- A. At Reseller's request, TDS TELECOM and Reseller shall work cooperatively to block these services and charges to the extent feasible.
 - B. In instances where TDS TELECOM is unable to block these type charges or distinguish charges to Reseller end-user customers from TDS TELECOM end-user customers, Reseller shall pay for all services billed by TDS TELECOM for its B&C Customers to Reseller end-user accounts.
 - C. Reseller shall have the responsibility to render a billing statement to its end-user customers for these charges, and Reseller shall pay TDS TELECOM the charges regardless of whether Reseller collects from its end-user customers.
 - D. To the degree that Reseller desires to limit these services and charges, Reseller shall place appropriate prohibitions in their End-User customer service agreements and shall be responsible for enforcement of such prohibitions.
- 6.10 CLEC will be solely responsible for billing its End-User customers and for providing such End-User customers with customer service. CLEC shall be solely responsible for any billing statements to its customers and collecting charges for such statements.
- 6.10.1 Interexchange carried traffic (for example, sent-paid, information services

and alternate operator services messages) received by TDS TELECOM for billing to resold End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by TDS TELECOM.

6.11 CLEC shall be responsible for providing to its End Users and to TDS TELECOM a telephone number or numbers that CLEC's End Users may use to contact CLEC in the event that the End User desires a repair/service call.

6.11.1 In the event that CLEC's End Users contact TDS TELECOM with regard to repair requests, TDS TELECOM shall inform such End Users to call CLEC and shall provide CLEC's contact number.

6.11.2 CLEC agrees to have its End-User customers provide full and unrestricted access to the premises of CLEC's End-User customers for any installation, maintenance and repair services to be provided by TDS TELECOM under this Appendix.

6.12 CLEC shall cooperate fully with TDS TELECOM and law enforcement agencies with respect to the detection and prevention of crime under applicable state and federal law including subpoenas and court orders. Local exchange service will be disconnected if any law enforcement agency advises TDS TELECOM that service is being used in violation of law.

6.13 Except where otherwise required by law, CLEC shall not, without TDS TELECOM's prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of TDS TELECOM or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with TDS TELECOM in the provision of Telecommunications Services to CLEC's customers.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

TDS TELECOMMUNICATION CORPORATION
Preferred Local Exchange Carrier Selection Agreement


This Preferred Local Exchange Carrier Selection Agreement is effective on March 28, 2011 by and between City of Quincy Florida d/b/a Netquincy, ("Reseller"), a Florida municipality, and TDS Telecommunications Corporation, not individually but as agent for Quincy Telephone Company ("TDS TELECOM").

In consideration of the mutual obligations set forth below, the parties agree to the following terms and conditions:

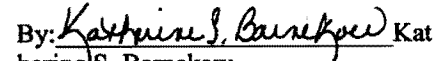
1. The Reseller certifies to TDS TELECOM that it will comply with the FCC Subscriber Carrier Selection Change Provisions contained in Part 64, Subpart K, Chapter 1 of Title 47 of the Code of Federal Regulations.
2. The Reseller has entered into Letters of Agency with each subscriber of Reseller requesting a change to their local service for some or all of the telecommunication services provided by TDS TELECOM. Each subscriber has been informed that the monthly billing statement for the telephone number sent by TDS TELECOM to the subscriber will now be sent to the Reseller. The billing name and address in the TDS TELECOM customer information system for the subscriber's telephone number will now be that of the Reseller.
3. Where the Reseller has entered into a Letter of Agency with a TDS TELECOM subscriber with an active TDS TELECOM telephone number, the Reseller agrees that TDS TELECOM will be issuing an order to disconnect the existing telephone number to the end user customer and to install the telephone number in the billing name and address of the Reseller. This process creates a final bill for the TDS TELECOM subscriber and establishes a new bill in the name of the Reseller. No lapse of telephone service should occur to the subscriber. Applicable TDS TELECOM service order charges will apply to the Reseller.
4. When the Reseller is the customer of record for the subscriber telephone number, all orders for service associated with the telephone number will be made by the Reseller. These orders for service include orders for new service, changes in service, disconnection of service, requests for repair service, additions to or changes in directory information, additions or changes to 911 or E911 information, and other information required by local, state or federal regulations or by telephone industry practice to properly provision or manage the subscriber telephone number.
5. TDS TELECOM will not verify the submission of a change in a subscriber's selection of a provider of local exchange service received from Reseller.
6. In the event that a subscriber challenges action taken by TDS TELECOM as a result of the Reseller submitting orders for service under the Retail Reseller Agreement with TDS TELECOM, the parties to this Agreement will follow the processes defined in Part 64, Subpart K, Chapter 1 of Title 47 of the Code of Federal Regulations. The Reseller agrees to indemnify and hold harmless TDS TELECOM for any damages or losses, including but not limited to unauthorized change charges, resulting from Reseller's failure to comply with applicable law including but not limited to submission of service requests or service orders for which the Reseller did not have proper authorization from the subscribers.

7. This Agreement shall remain in effect unless canceled according to the terms of the Retail Reseller Agreement.

**RESELLER/City of Quincy Florida
d/b/a Netquincy**

By: 
Title: G. M. Manager

**Quincy Telephone Company
By: TDS Telecommunications
Corporation, Agent**

By: 
Katherine S. Barnekow
Director Carrier Relations