

IUR

RECEIVED-FPSC



00 SEP 11 PM 4:40

BellSouth Telecommunications, Inc  
Suite 400  
150 South Monroe Street  
Tallahassee, Florida 32301-1556

850 224-7798  
Fax 850 224-5073

Marshall M. Criser III  
Regulatory Vice President

RECORDS AND  
REPORTING

ORIGINAL

September 11, 2000

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

0013 71-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Teleport Communications, Inc. (TCG) 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 Teleport Communications, Inc. (TCG) 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 Teleport Communications, Inc. (TCG). The Commission approved the initial agreement between the companies in Order No. 99-1877-FOF-TP issued September 21, 1999 in Docket 991190-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Teleport Communications, Inc. (TCG) 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,

*Marshall M. Criser III*

Regulatory Vice President

(2)

DOCUMENT NUMBER-DATE

11273 SEP 11 8

FPSC-RECORDS/REPORTING

**ATTACHMENT TO TRANSMITTAL LETTER**

The Amendment entered into by and between Teleport Communications Group, Inc. (TCG) and BellSouth Telecommunications, Inc., dated June 2, 2000 for the state(s) of Florida consists of the following:

ITEM	NO. PAGES
Amendment	3
TOTAL	3

07/28/00

AMENDMENT  
TO  
THE AGREEMENT BETWEEN  
TELEPORT COMMUNICATIONS GROUP, INC.  
AND BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED JULY 14, 1999  
(Florida)

Pursuant to this Amendment, (the "Amendment"), Teleport Communications Group, Inc. ("TCG"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated July 14, 1999 ("Agreement").

WHEREAS, BellSouth and TCG entered into an Agreement on July 14, 1999 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:

- I. The General Terms and Conditions section of the Agreement is hereby amended to include the following language:
  - 1.1 Notwithstanding any provision(s) to the contrary, TCG agrees to provide to BellSouth, and BellSouth agrees to accept, TCG's Subscriber Listing Information (SLI) relating to TCG's customers in the geographic area(s) covered by this Interconnection Agreement. TCG authorizes BellSouth to release all such TCG SLI provided to BellSouth by TCG 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 CLEC SLI shall be intermingled with BellSouth's own customer 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 modifications to such tariff.
  - 1.2 No compensation shall be paid to TCG for BellSouth's receipt of TCG SLI, or for the subsequent release to third parties of such SLI. TCG agrees that to the extent BellSouth incurs costs to modify its systems to enable the release of TCG's SLI, or costs on an ongoing basis to administer the release of TCG's SLI, TCG shall pay to BellSouth its proportionate share

TCG-11a

of the reasonable costs associated therewith. Before BellSouth incurs any costs under this Section, it shall inform TCG as of its good faith estimate of TCG's share of such costs, and TCG shall have the option of agreeing in writing to the costs, or discontinuing BellSouth's release of TCG's S.I.I.

- 1.3 BellSouth shall not be liable for the content or accuracy of any S.I.I. provided by TCG under this Agreement. TCG 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 TCG listings provided by TCG under this Agreement or use of the S.I.I. provided pursuant to this Agreement. BellSouth shall forward to TCG any complaints received by BellSouth relating to the accuracy or quality of TCG listings.
- 1.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

2. Attachment 8 of the Agreement is hereby amended to include the following language:

**5. Number Portability Coordination of Partial Hunt Migrations**

- 5.1 This service provides for manual coordination of a conversion for the partial migration of a hunt group from BellSouth to TCG with permanent number portability in accordance with the service trial conducted between BellSouth and TCG.
- 5.2 BellSouth shall provision such service during normal hours of operation.
  - 5.2.1 Normal hours of operation are 8-5 Monday - Friday.
  - 5.2.2 Requests for other than normal hours will be billed at the overtime rate.
  - 5.2.3 Porting for after hours occurring after 9PM will be by mutual agreement of the parties seven days per week. Porting cannot occur during times when the Number Portability Center system is down.
- 5.3 Rates

TCG- Fla

5.3.1 The following rates apply for Local Number Portability Order Coordination:

Local Number Portability Order Coordination - Hunt Group Rearrangements for non-triggered orders		
Service Type	Business Hours (8:00 am - 5:00pm Monday - Friday)	After Business Hours
Non-Complex service, per LSR	\$105.00	\$260.00
Complex service, per LSR	\$160.00	\$300.00

3. All of the other provisions of the Agreement, dated July 14, 1999, shall remain in full force and effect.

4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(c) 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.

Teleport Communications Group, Inc.

BellSouth Telecommunications, Inc.

By: 

By: 

Name: Bill C. Peacock

Name: Jerry Hendrix

Title: Director - LSAM

Title: Senior Director

Date: 6/2/00

Date: 6/2/00

TCG- Fla