

RECEIVED-FPSC  **BELLSOUTH**

BellSouth Telecommunications, Inc 850 224-7798  
Suite 400 Fax 850 224-5073  
150 South Monroe Street  
Tallahassee, Florida 32301-1556

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Marshall M. Criser III  
Regulatory Vice President

RECORDS AND  
REPORTING

October 23, 2000

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

001597-TP


Re: Approval of an Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Coral Bay Telephone Service pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Coral Bay Telephone Service are submitting to the Florida Public Service Commission their amendment to their negotiated agreement for the purchase of BellSouth's telecommunications services for the purpose of resale to end users by Coral Bay Telephone Service. The Commission approved the initial agreement between the companies in Order No. PSG-99-0403-FOF-TP issued February 25, 1999 in Docket 981846-TP. This amendment provides for Subscriber Listing Information.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the amendment to the negotiated agreement between BellSouth and Coral Bay Telephone Service 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 amendment.

Very truly yours,

  
Regulatory Vice President  
(2x)

DOCUMENT NUMBER-DATE  
13610 OCT 24 8  
FPSC-RECORDS/REPORTING

**ATTACHMENT TO TRANSMITTAL LETTER**

The Agreement entered into by and between Coral Bay Telephone Service and BellSouth Telecommunications, Inc., dated 09/12/2000, for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:


ITEM	NO. PAGES
Amendment	1
TOTAL	1

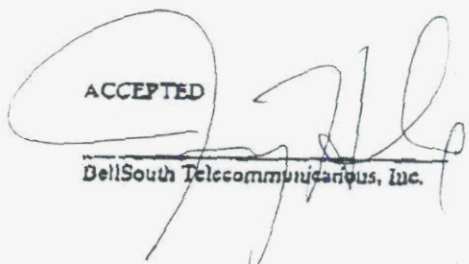
09/21/00

Release of Subscriber Listing Information to Independent Publishers

Notwithstanding any provision(s) to the contrary, Coral Bay Telephone Service agrees to provide to BellSouth, and BellSouth agrees to accept, Subscriber Listing Information (SLI) relating to customers in the geographic area(s) covered by this Interconnection Agreement. Coral Bay Telephone Service authorizes BellSouth to release all such Coral Bay Telephone Service SLI provided to BellSouth by Coral Bay Telephone Service 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 Coral Bay Telephone Service 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 modifications to such tariff.

No compensation shall be paid to Coral Bay Telephone Service for BellSouth's receipt of Coral Bay Telephone Service SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs on an ongoing basis to administer the release of Coral Bay Telephone Service SLI, Coral Bay Telephone Service 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 Coral Bay Telephone Service under this Agreement. Coral Bay Telephone Service 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 Coral Bay Telephone Service listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to Coral Bay Telephone Service any complaints received by BellSouth relating to the accuracy or quality of Coral Bay Telephone Service listings. The Parties shall negotiate the date for initial release of Coral Bay Telephone Service listings and subsequent updates. The Coral Bay Telephone Service listings and subsequent updates will be released consistent with BellSouth's required system changes and/or scheduling requirements.

  
Signature of Authorized Representative  
Christopher P. Boveri  
Typed or Printed Name  
President  
Title

ACCEPTED   
BellSouth Telecommunications, Inc.  
Date: 9-12-00