

BellSouth Telecommunications, Inc.

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Vice President
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May 14, 2002

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

020425-TL

Re: Approval of Amendment to the Interconnection, Unbundling, Resale, and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Global NAPS, 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 Global NAPS, 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 Global NAPS, Inc.. The initial agreement between the companies was filed in Docket 991220-TP, on August 2, 2001, and was deemed effective by Order No. PSC-01-1806-FOF-TP on September 7, 2001

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting this amendment to the negotiated agreement between BellSouth and Global NAPS, 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 agree that neither of these reasons exists as to the agreement they have negotiated and therefore, as such this amendment should be deemed effective by operation of law on August 14, 2002.

Very truly yours,



Regulatory Vice President (KA)

DOCUMENT NUMBER DATE

05180 MAY 14 02

FPSC-COMMISSION CLERK

**AMENDMENT
TO THE
AGREEMENT BETWEEN
GLOBAL NAPS, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED AUGUST 2, 2001**

Pursuant to this Amendment (the "Amendment"), Global NAPS, Inc. ("GNAPS") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 2, 2001 ("Agreement").

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. Section 5.1.2 of Attachment 3 of the Agreement is hereby deleted in its entirety and replaced with the following language:

5.1.2 ISP-bound Traffic is defined as calls to an Internet service provider that are dialed by using a local dialing pattern. ISP-bound traffic is not considered Local Traffic, subject to reciprocal compensation, but instead is information access traffic subject to compensation as described by the FCC in its *Order on Remand and Report and Order*, CC Docket Nos. 96-98, FCC 01-31 (released April 27, 2001) ("ISP Remand Order"). All Combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party that exceeds a 3:1 ratio of terminating to originating traffic on a state-wide basis shall be presumed to be ISP-bound Traffic. All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party that does not exceed a 3:1 ratio of terminating to originating Traffic on a state-wide basis shall be presumed to be Local Traffic. The Parties shall compensate each other for the costs of transporting and terminating all Local Traffic and ISP-bound Traffic at the rate of \$.00128 per minute of use through December 13, 2001. Thereafter, the Parties shall compensate each other for the costs of transporting and terminating all Local Traffic and ISP-bound Traffic at the following composite rates:

12/14/01 – 12/31/01	\$.0015 per MOU
1/1/02 – 6/30/03	\$.0010 per MOU
7/1/03 – Expiration Date	\$.0007 per MOU

The rate of \$.00128 will be the only rate applicable to call transport and termination of Local Traffic and ISP-bound Traffic from June 14, 2001 through December 13, 2001. Thereafter, the above-referenced composite rates will be the only rates applicable to call transport and termination of Local and ISP-bound Traffic through the expiration date of this Agreement. If the FCC Order is vacated on appeal, the parties will not be governed by the FCC rates, but will be governed by their Interconnection Agreement as approved by the respective state commission with jurisdiction over the parties' Interconnection Agreement. In the event that the FCC Order on Remand is modified or vacated, the Parties will amend this Agreement to incorporate such change in law. The elemental rates set forth in Exhibit A of this Attachment shall apply through the term of this Agreement for Multiple Tandem Access, as described in Sections 2.9 – 2.13 above, and Transit Traffic, as described in Sections 5.7 and 5.7.1 below.

- 5.1.2.1 In order that the Parties may calculate the ratio of terminating to originating traffic exchanged, no later than the 60th day following the Effective Date of this Agreement, the Parties will meet to determine the process for exchanging information to determine the amount of ISP-bound Traffic that either Party may have sent the other Party for termination.
- 5.1.2.2 Notwithstanding anything to the contrary in this Agreement, the volume of ISP-bound Traffic for which one Party may bill the other shall be capped as follows:
 - 5.1.2.2.1 For ISP-bound Traffic exchanged during the year 2001, compensation at the rates set forth above shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes up to a ceiling equal to, on an annualized basis, the number of ISP bound Traffic minutes for which the terminating Party was entitled to compensation during the first quarter of 2001, plus a ten percent growth factor.
 - 5.1.2.2.2 For ISP-bound Traffic exchanged during the year 2002, compensation, at the rates set forth above, shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes up to a ceiling equal to the number of ISP-bound Traffic minutes for which the terminating Party was entitled to compensation in 2001, plus another ten percent growth factor.
 - 5.1.2.2.3 For ISP-bound Traffic exchanged during the year 2003 and beyond, compensation, at the rates set forth above, shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes up to a ceiling equal to the year 2002 ceiling.

- 5.1.2.2.4 Any ISP-bound Traffic that exceeds the minute of use caps described above shall be exchanged on a bill and keep basis, and no compensation shall be paid to the terminating Party therefore.
- 2. Exhibit A to Attachment 3 of the Agreement is hereby deleted in its entirety and replaced with a new Exhibit A, attached hereto as Exhibit 1 to this Amendment.
- 3. This Amendment shall be deemed effective as of June 14, 2001.
- 4. All of the other provisions of the Agreement, dated August 2, 2001, shall remain in full force and effect.
- 5. Either or both of the Parties is authorized to submit this Amendment to the Public Service Commission 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.

Global NAPs, Inc.

By: CW Boltz
 Name: C.W. Boltz
 Title: MANAGING DIRECTOR
 Date: 4-10-02

By: WJ Rooney
 Name: William J. Rooney
 Title: Vice-President & General Counsel
 Date: 4-9-02

EXHIBIT 1

BELL SOUTHWEST NAPS RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	FL
COMPENSATION FOR TRANSPORT AND TERMINATION OF LOCAL AND ISP-BOUND TRAFFIC		
Per MOU rate for Local and ISP-bound traffic from 06/14/01 - 12/13/01		0.00128
Per MOU rate for Local and ISP-bound traffic from 12/14/01 - 12/31/01		0.0015
Per MOU rate for Local and ISP-bound traffic from 01/01/02 - 06/30/03		0.0010
Per MOU rate for Local and ISP-bound traffic from 07/01/03 - Expiration Date		0.0007
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION FOR TRANSIT TRAFFIC AND MTA)		
End Office Switching, per mou	N/A	NA
Direct Local Interconnection, per mou (same as End Office Switching in FL & LA)		0.00200
Tandem Switching, per mou	N/A	0.00029
Tandem Switching (assumes 5 miles of transport per mou)	N/A	NA
Tandem Local Interconnection, per mou (includes end office switching element)		0.00325
Multiple Tandem Switching, per mou (applies to initial tandem only), effective 10/99		0.00125
Local Intermediary, per mou (applies to transit traffic only)		0.00125
Tandem Intermediary Charge, per mou*	N/A	NA
*(This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.)		
TRUNK PORT CHARGE		
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff. At such time as BellSouth develops a cost based rate for such interconnecting trunk groups, the Parties shall amend this agreement to include such cost based rates and shall true up such charges in accordance with this Attachment.		BST State Access Tariff Rates
INTEROFFICE TRANSPORT		
Common (Shared) Transport		
Common (Shared) Transport per mile per mou	N/A	0.00001
Common (Shared) Transport Facilities Termination per mou	N/A	0.00050
Interoffice Channel Transport - Dedicated - VG		
Interoffice Transport - Dedicated - 2-Wire VG - per mile	1L5XF	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	1L5XF	NA
NRC - 1st	1L5XF	NA
NRC - Add'l	1L5XF	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA
Interoffice Channel Transport - Dedicated - VG - Kentucky & Mississippi		
Interoffice Transport - Dedicated - 2-Wire VG - per mile	1L5NP	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	1L5NP	NA
NRC - Facility Termination - 1st	1L5NP	NA
NRC - Facility Termination - Add'l	1L5NP	NA
NRC - Incremental Charge - Manual Svc Order - 1st	SOMAC	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	SOMAC	NA
Interoffice Channel Transport - Dedicated - DS0 - 56/64 KBPS		
Interoffice Transport - Dedicated - DS0 - per mile per month	1L5XK	0.02520
Interoffice Transport - Dedicated - DS0 - facility termination per month	1L5XK	21.33000
NRC - 1st	1L5XK	137.15000
NRC - Add'l	1L5XK	64.45000
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS - Kentucky & Mississippi		
DS0 - per mile	1L5NK	NA
DS0 - Facility Termination	1L5NK	NA
NRC - Facility Termination - 1st	1L5NK	NA
NRC - Facility Termination - Add'l	1L5NK	NA
NRC - Incremental Charge - Manual Svc Order - 1st	SOMAC	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	SOMAC	NA
Interoffice Channel Transport - Dedicated - DS1		
Interoffice Transport - Dedicated - DS1 - per mile per month	1L5XL	0.60130
Interoffice Transport - Dedicated - DS1 - facility termination per month	1L5XL	99.79000
NRC - 1st	1L5XL	45.91000

BELL SOUTH NAPS RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	FL
NRC - Add'l	1L5XL	44.18000
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA
Interoffice Channel Transport - Dedicated - DS1 - Kentucky & Mississippi		
Interoffice Transport - Dedicated - DS1 - per mile per month	1L5NL	NA
Interoffice Transport - Dedicated - DS1 - facilities termination per month	1L5NL	NA
NRC - Facility Termination - 1st	1L5NL	NA
NRC - Facility Termination - Add'l	1L5NL	NA
NRC - Incremental Charge - Manual Svc Order - 1st	SOMAC	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	SOMAC	NA
Interoffice Channel Transport - Dedicated - DS3		
Interoffice Transport - Dedicated - DS3 - per mile per month	1L5XM	10.22000
Interoffice Transport - Dedicated - DS3 - facility termination per month	1L5XM	984.55000
NRC - 1st	1L5XM	772.93000
NRC - Add'l	1L5XM	435.92000
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA
Interoffice Channel Transport - Dedicated - DS3 - Kentucky & Mississippi		
Interoffice Channel Transport - Dedicated - DS3 - per mile		
Interoffice Transport - Dedicated - DS3 - facility termination per month	1L5NM	NA
NRC - DS3 - Facility Termination - 1st	1L5NM	NA
NRC - DS3 - Facility Termination - Add'l	1L5NM	NA
NRC - Incremental Charge - Manual Svc Order - 1st	SOMAC	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	SOMAC	NA
Local Channel - Dedicated		
Local Channel - Dedicated - 2-Wire VG		
Monthly Recurring	TEFV2	18.02000
NRC - 1st	TEFV2	477.33000
NRC - Add'l	TEFV2	124.32000
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA
Local Channel - Dedicated - 4-Wire VG		
Monthly Recurring	TEFV4	19.01000
NRC - 1st	TEFV4	477.33000
NRC - Add'l	TEFV4	124.32000
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA
Local Channel - Dedicated - DS1		
Monthly Recurring	TEFHG	44.35000
NRC - 1st	TEFHG	246.50000
NRC - Add'l	TEFHG	230.49000
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA
Local Channel - Dedicated - DS3		
Monthly Recurring	TEFHJ	830.65164
NRC - 1st	TEFHJ	879.42000
NRC - Add'l	TEFHJ	642.41000
NRC - Incremental Charge - Manual Service Order - 1st	SOMAC	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAC	NA
CHANNELIZATION		
DS3 Channelization (DS3 to DS1)		
per Channelized System per month	SATCS	213.22000
NRC - 1st	SATCS	280.12000
NRC - Add'l	SATCS	196.07000
NRC - 1st - Disconnect	SATCS	64.06000
NRC - Add'l - Disconnect	SATCS	52.60000
NRC - Channel System - Incremental Cost - Manual Svc. Order - 1st	SOMAC	NA
NRC - Channel System - Incremental Cost - Manual Svc. Order - Add'l	SOMAC	NA
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect - 1st	SOMAC	NA
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect - Add'l	SOMAC	NA
per Interface per month	SATCO	6.31000
NRC - 1st	SATCO	13.39000
NRC - Add'l	SATCO	9.59000

BELLSOUTH/NAPS RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	FL
DS1 Channelization (DS1 to DS0)		
per Channelized System per month	SATC1	163.88000
NRC - 1st	SATC1	208.64000
NRC - Add'l	SATC1	126.61000
NRC - 1st - Disconnect	SATC1	26.42000
NRC - Add'l - Disconnect	SATC1	15.95000
NRC - Channel System - Incremental Cost - Manual Svc. Order - 1st	SOMAC	NA
NRC - Channel System - Incremental Cost - Manual Svc. Order - Add'l	SOMAC	NA
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect - 1st	SOMAC	NA
NRC - Channel System - Incremental Cost - Manual Svc. Order - Disconnect - Add'l	SOMAC	NA
DS1 Channelization Interfaces		
per OCU-DP(data) card per month(2.4-64kbps)	SATSA	3.13000
NRC - 1st	SATSA	13.39000
NRC - Add'l	SATSA	9.59000
per VG card per month	SATSA	1.78000
NRC - 1st	SATSA	13.39000
NRC - Add'l	SATSA	9.59000
Local Interconnection Mid-Span Meet		
Local Channel - Dedicated - DS1		
DS1 Monthly Recurring per month	TEFHG	22.17500
NRC - DS1 - 1st	TEFHG	123.25000
NRC - DS1 - Add'l	TEFHG	115.24500
NRC - DS1 - Disconnect Chg - 1st	TEFHG	NA
NRC - DS1 - Disconnect Chg - Add'l	TEFHG	NA
NRC - DS1 - Incremental Charge - Manual Svc Order - 1st	SOMAC	NA
NRC - DS1 - Incremental Charge - Manual Svc Order - Add'l	SOMAC	NA
NRC - DS1 - Incremental Charge - Manual Svc Order - Disconnect	SOMAC	NA
Rates For CLEC-1 Remote Access Concentrator (RAS) Interconnection		
Port Termination charges apply in all cases		
Per DS1 Port Termination:		
Monthly Recurring Per DS1:	TBD	161.62000
Non-recurring per DS1:		
Non-recurring initial DS1	TBD	45.91000
Non-recurring per additional DS1	TBD	44.18000
NRC - Incremental Charge - Manual Service Order - 1st	TBD	NA
NRC - Incremental Charge - Manual Service Order - Add'l	TBD	NA
Per DS3 Port Termination:		
Total Monthly Recurring per DS3:	TBD	4755.41000
Total Non-recurring per DS3:		
Non-recurring initial DS3	TBD	772.93000
Non-recurring per additional DS3	TBD	435.92000
NRC - Incremental Charge - Manual Service Order - 1st	TBD	NA
NRC - Incremental Charge - Manual Service Order - Add'l	TBD	NA
See Channelization rates in this Exhibit.		
Switching and Transport:		
In addition to Port Termination charges, these charges apply to BellSouth calls originating from BellSouth rate centers that are "intra-LATA toll" to the rate center where CLEC-1's RAS is located.		
Interoffice Transport - Dedicated Per DS1		
Per Mile per month	TBD	0.60130
Facility Termination per Month	TBD	99.79000
Non-recurring initial DS1	TBD	45.91000
Non-recurring per additional DS1	TBD	44.18000
NRC - Incremental Charge - Manual Service Order - 1st	TBD	NA
NRC - Incremental Charge - Manual Service Order - Add'l	TBD	NA
Interoffice Transport - Dedicated Per DS3		
Per Mile per month	TBD	10.22000
Facility Termination per Month	TBD	984.55000
Non-recurring Initial DS3	TBD	772.93000

7815519984 GLOBAL NAPS LEGAL

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Attachment 3
Exhibit A
Rates - Page 4

BELLSOUTH NAPS RATES
LOCAL INTERCONNECTION

	USOC	FL
	TBD	435 92000
	TBD	NA
	TBD	NA
Additional DS3		
Initial Charge - Manual Service Order - 1st	TBD	0.00001
Initial Charge - Manual Service Order - Add'l	TBD	0.00050
	TBD	0.00028
MOU	TBD	0.00040
Termination - Per MOU	TBD	0.00069
Port		
Link port per port per MOU (EO side)		

As provided in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth rates as published by the parties upon request by either party.

