BELLSOUTH

BellSouth Telecommunications, Inc.

Suite 400 150 South Monroe Street Tallahassee, FL 32301-1556 Marshall M. Criser III Vice President Regulatory & External Affairs

marshall.criser@bellsouth.com

850 224 7798 Fax 850 224 5073

February 14, 2003

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

Re: Approval of Amendment to the Interconnection, Unbundling, Resale, and Collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Focal Communications Corporation of Florida

Dear Mrs. Bayo:

Please find enclosed for filing and approval, an original and two copies of BellSouth Telecommunications, Inc.'s Amendment to Interconnection, Unbundling, Resale, and Collocation Agreement with Focal Communications Corporation of Florida.

If you have any questions, please do not hesitate to call Kathleen Arant at (850) 222-9380.

Very truly yours,

Regulatory Vice President

Marshall W. Criser II

(IUA)

DOCUMENT NUMBER - DATE

01547 FEB 148

FPSC-COMMISSION CLERK

AMENDMENT TO THE

AGREEMENT BETWEEN

FOCAL COMMUNICATIONS CORPORATION, FOCAL COMMUNICATIONS CORPORATION OF

FLORIDA, AND FOCAL COMMUNICATIONS CORPORATION OF GEORGIA AND

BELLSOUTH TELECOMMUNICATIONS, INC. DATED FEBRUARY 22, 2001

This Agreement refers to the Interconnection Agreement ("the Agreement") entered into by Focal Communications Corporation, Focal Communications Corporation of Florida, and Focal Communications Corporation of Georgia ("Focal Communications") and BellSouth Telecommunications, Inc. ("BellSouth") on February 22, 2001. This Amendment ("Amendment") is made by and between Focal Communications and BellSouth and shall be deemed effective on the date executed by Focal Communications and BellSouth.

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, Focal Communications and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

- 1. The Parties hereby mutually agree to delete in its entirety Exhibit A of Attachment 3 of the Agreement and to replace it with the new Exhibit A, which is attached hereto and incorporated herein by this reference.
- 2. All of the other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.
- 3. Either or both of the Parties are authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies 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.

Focal Communications	BellSouth Telecommunications, Inc.
	4 - 1
John Bunche	Signature
Signature	Signature
JOHN BARNICLE	E42Bek R. A. Shrashi
Name	Name
EVP & C.O.O.	Assistant Director
Title	Title
10/2/02	10/9/02
Date	Date

LOCA	L INTER	RCONNECTION - Florida												A	ttachment: 3		Exhibit:
CATE	NOTES		Interim	Zone	BCS	usoc				Svc Order Submitted Elec per LSR	Submitted Manually	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'i	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Charge -		
							Rec	Nonre First	curring Add'l	Nonrecurring First	Disconnect Add'l	SOMEC	SOMAN	OSS	RATES (\$)		
LOCAL	INTERC	ONNECTION (CALL TRANSPORT AND TERMINATION) "bk" beside a rate indicates that the Parties have agreed to bit	1		AL -4 -1		j	 	The Cod	aa will daalaa	da Abaassab Ab	<u> </u>	i Maria	-4115-1	Marie (CD) CD) Co		
		"DK" beside a rate indicates that the Parties have agreed to bill tion of switched dedicated facilities utilized for local traffic, an				nt to the ten	ile sua còlidirio	ns in Attachme	nts. ine Paru	es will designa	ite, uirough in	ereporung	o the Perce	IN LOCAL PACE	THE THE	T	
		ENSATION		- Indiana	Tor bill and Reep.	 											
	COMP	Single Rate for Local and ISP-bound Traffic (1/1/00-12/31/00)		├─		 	\$0 00200					 	<u> </u>				
<u> </u>	_	Single Rate for Local and ISP-bound Traffic (1/1/01-12/31/01)					\$0 00175										
		Single Rate for Local and ISP-bound Traffic (1/1/02-12/31/02)					\$0 00150										
		NSATION FOR TRANSIT AND MTA TRAFFIC	<u> </u>	Ļ _	0110	 	0 0006019										──
		Tandem Switching Function Per MOU Multiple Tandem Switching, per MOU (applies to initial tandem		├	OHD	 -	0 0006019					 			 	 	
		Multiple Tandem Switching, per MOO (applies to tribal calibern only)			OHD		0 0006019										
		CHARGE			<u> </u>	1	1										
	1	Installation Trunk Side Service - per DS0			OHD	TPP++		336 43bk	57.38bk								
		Dedicated End Office Trunk Port Service per DS0**		\vdash	OHD	TDEOP	0.00					ļ				L	
	ļ	Dedicated End Office Trunk Port Service-per DS1**		├	OH1 OH1MS	TDE1P	0 00					 	ļ		ļ		
		Dedicated Tandem Trunk Port Service-per DS0** Dedicated Tandem Trunk Port Service-per DS1**		 	OHD OH1 OH1MS	TDW1P	000	 									
	** This	rate element is recovered on a per MOU basis and is included	In the E	nd Off								<u> </u>					
	COMMO	ON TRANSPORT (Shared)	<u> </u>	1													
		Common Transport - Per Mile, Per MOU			OHD		0 0000035										
		Common Transport - Facilities Termination Per MOU	ļ		OHD		0 0004372					ļ	.				ļ
LOCAL	INTERC	CONNECTION (TRANSPORT)	<u> </u>	Ь—			ļ					ļ .					
ļ.,	INTERC	FFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade -	<u>. </u>	 				 				 	 				
		Per Mile per month	j	1	OHL, OHM	1L5NF	0 0091bk					1	}		[
	\vdash	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade -	1													[
		Facility Termination per month		1	OHL, OHM	1L5NF	25 32bk	31 78bk		7 03bk		ļ					
		OFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS		 		 	 								 		ļ
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per	1	1	OHL, OHM	1L5NK	0 0091bk]	1	J .		ļ		J	Ì	l	}
		month Interoffice Channel - Dedicated Transport - 56 kbps - Facility		+	OFIL, OFINA	ILDINK	0 003101					İ					<u> </u>
	1 1	Termination per month		ļ	OHL, OHM	1L5NK	18 44bk	31 78bk		7 03bk		ļ			-		ļ
	1	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month		<u> </u>	OHL, OHM	1L5NK	0 0091bk										_
ľ		Interoffice Channel - Dedicated Transport - 64 kbps - Facility	1	1	OHL, OHM	1L5NK	18 44bk	31 78bk	1	7 03bk		}	1		l	1	1
<u> </u>		Termination per month OFFICE CHANNEL - DEDICATED TRANSPORT - DS1	 	+	Oric, Orim	TESTAL	10 410%	OT TOOK				 					
	INTERC	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per	 	1		 	1										
		month	<u> </u>	<u> </u>	OH1, OH1MS	1L5NL	0 1856bk								<u> </u>	ļ	
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month	l		OH1, OH1MS	1L5NL	88,44bk	98 47bk		19 05bk							
	INTERC	OFFICE CHANNEL - DEDICATED TRANSPORT- DS3										<u> </u>					
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	3.87bk										
		interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			онз, онзмѕ	1L5NM	1071,00bk	219 28bk		70 56bk		<u> </u>					
	LOCAL	CHANNEL - DEDICATED TRANSPORT								07.00		ļ			ļ		<u> </u>
		Local Channel - Dedicated - 2-Wire Voice Grade per month		-	OHL, OHM	TEFV2	21 94bk			37 63bk 44 22bk	4bk 5 33bk				 	 -	
L	1	Local Channel - Dedicated - 4-Wire Voice Grade per month	├	┼	OHL, OHM OH1	TEFV4 TEFHG	22 81bk 35 28bk		183 54bk	24 3bk	16 95bk		 			 	
<u> </u>	 	Local Channel - Dedicated - DS1 per month Local Channel - Dedicated - DS3 Facility Termination per month	 	+	ОНЗ	TEFHJ	531.91bk	556 37bk		139 13bk	96 84bk		<u> </u>				<u> </u>
<u> </u>		INTERCONNECTION MID-SPAN MEET	 	1	U. NO.	1,5	1	1				Ī					
F	NOTE:	If Access service ride Mid-Span Meet, one-half the tariffed ser	vice Lo	cal Ch	nnel rate is applicat	ole.											
<u> </u>	1,10,1	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00				 			ļ		 -
		Local Channel - Dedicated - DS3 per month	\Box	$\downarrow =$	OH3MS	TEFHJ	0.00	0.00				 	<u> </u>		 	 	 -
	MULTI	PLEXERS	 -	-	OH1, OH1MS	SATN1	146 77bk	101,42bk	71 62bk	11 09bk	10 49bk				 	 	
	1	Channelization - DS1 to DS0 Channel System DS3 to DS1 Channel System per month		+	OH3, OH3MS	SATNS	211 19bk				39 07bk					 	

LOCAL INTERCONNECTION - Florida														A	ttachment: 3		Exhibit: A
CATE			Interim	Zone	BCS	usoc			RATES(\$)			Submitted Elec	Svc Order Submitted	Order vs. Electronic-	Charge - Manual Svc Order vs.	Charge - Manual Svc Order vs.	Charge - Manual Svc Order vs.
							Rec Nonrecurring First Add'l			Nonrecurring I	Disconnect Add'i	SOMEC	SOMAN	OSS	RATES (\$)	SOMAN	SOMAN
		DS3 Interface Unit (DS1 COCI) per month	Ι			SATCO	13.76bk	10.07bk		ļ <u> </u>		ļ	ļ	ļ			ļ
	Notes:	If no rate is identified in the contract, the rates, terms, and co	nditions	for the	specific service or	function will	be as set forth i	n applicable B	BellSouth tariff.			<u> </u>	L		L	l	

PAGE 2 OF 2

LOCA	L INTE	RCONNECTION - Georgia												Δ	ttachment: 3		Exhibit: A
-	NOTES		Interim	Zone	BCS	usoc	RATES(\$)						Svc Order Submitted Manually per LSR	incremental Charge - Manual Svc Order vs. Electronic- 1st	incremental Charge -	Incremental Charge -	Incremental Charge - Manual Svo Order vs.
							Rec		curring		g Disconnect			oss	RATES (\$)	···	
	1			├—		 		First	Add'I	First	Add'i	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL	LINTERC	CONNECTION (CALL TRANSPORT AND TERMINATION)		1—				 							 		
	NOTE:	"bk" beside a rate indicates that the Parties have agreed to bil				nt to the tern	ns and conditio	ns in Attachme	nt 3. The Part	es will designa	ate, through th	e reporting	of the Perce	nt Local Faci	lity ("PLF") fa	ctor,	
		tion of switched dedicated facilities utilized for local traffic, an	d thus	<u>iligible</u>	for bill and keep.	<u> </u>								ļ			
		ENSATION		<u> </u>			40.00000							ļ			<u> </u>
		Single Rate for Local and ISP-bound Traffic (1/1/00-12/31/00) Single Rate for Local and ISP-bound Traffic (1/1/01-12/31/01)	 	├			\$0 00200 \$0 00175									<u> </u>	┼
	1	Single Rate for Local and ISP-bound Traffic (1/1/02-12/31/02)		╁──		 	\$0 00150										
	COMPE	NSATION FOR TRANSIT AND MTA TRAFFIC															
		Tandem Switching Function Per MOU		<u> </u>	OHD		0 0011009										
	ļ	Multiple Tandem Switching, per MOU (applies to initial tandem only)		1	OHD	İ	0.0011009				1]			1		1
		CHARGE	 	 	V. 10		0.0011009	l							t		
		Installation Trunk Side Service - per DS0			OHD	TPP++		333 28bk	56 84bk								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0 00								L		
		Dedicated End Office Trunk Port Service-per DS1** Dedicated Tandem Trunk Port Service-per DS0**		 	0H1 OH1MS OHD	TDE1P TDW0P	0.00					ļ		 	 		
		Dedicated Tandem Trunk Port Service-per DS1**		 	OH1 OH1MS	TDW1P	0.00										
		rate element is recovered on a per MOU basis and is included	in the E	nd Off													
	COMM	ON TRANSPORT (Shared)															
		Common Transport - Per Mile, Per MOU		 	OHD OHD	ļ	0.000008					 					
LOCAL	INTER	Common Transport - Facilities Termination Per MOU CONNECTION (TRANSPORT)		├─	טחט		0.0004152	 			 	[·		 		
LOCAL	INTERC	OFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE		<u> </u>													
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade -															
		Per Mile per month		├─-	OHL, OHM	1L5NF	0 0222bk	ļ <u>.</u>						 	 		
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	17,07bk	36 08bk			j			1 :			1
	INTERC	OFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS			Of IE, OT III	1.2011											
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per															
		month	ļ	<u> </u>	OHL, OHM	1L5NK	0 0222bk										
	1	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month		<u> </u>	OHL, OHM	1L5NK	16 45bk	36,08bk									
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month	l	l	OHL, OHM	1L5NK	0 0222bk				}	l					
	1	Interoffice Channel - Dedicated Transport - 64 kbps - Facility													I		
ļ		Termination per month	<u> </u>	-	OHL, OHM	1L5NK	16.45bk	36 08bk				 		ļ			
<u> </u>	INTERC	OFFICE CHANNEL - DEDICATED TRANSPORT - DS1 Interoffice Channel - Dedicated Channel - DS1 - Per Mile per	 	 			 				<u> </u>	 			 		
		month]	OH1, OH1MS	1L5NL	0 4523bk	1							L		
		interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	78 47bk	111 75bk									
		OFFICE CHANNEL - DEDICATED TRANSPORT- DS3															
-		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2 72bk										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	788 00bk	330 77bk									
		CHANNEL - DEDICATED TRANSPORT		 	0.10, 0.10110	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	7.55.505%										
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	13 91bk	382 95bk	62.4bk								
		Local Channel - Dedicated - 4-Wire Voice Grade per month		 	OHL, OHM	TEFV4	14 99bk 38 36bk					 			 		
		Local Channel - Dedicated - DS1 per month Local Channel - Dedicated - DS3 Facility Termination per month	├	 	OH1 OH3	TEFHG TEFHJ	38 360k 515.91bk				 	 -		 	 	-	
	LOCAL	INTERCONNECTION MID-SPAN MEET	 	 		1	- 0.0.0 IDA		720 0100								
	NOTE:	If Access service ride Mid-Span Meet, one-half the tariffed ser	vice Lo	cal Chi	innel rate is applicab	ile.											
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00							 		
	100111	Local Channel - Dedicated - DS3 per month	├	+	OH3MS	TEFHJ	0.00	0.00			 	 			 		
├		Channelization - DS1 to DS0 Channel System	 	+	OH1, OH1MS	SATN1	126 22bk	198 22bk									
\vdash		DS3 to DS1 Channel System per month		1	OH3, OH3MS	SATNS	182 04bk		195.33bk						L		

PAGE 1 OF 2

li oca	INTE	RCONNECTION - Georgia			· · · · · · · · · · · · · · · · · · ·									A	ttachment: 3		Exhibit: A
	NOTES		interim	Zone	BC\$	usoc			RATES(\$)				Svc Order Submitted Manually	Charge -	Charge - Manual Svc Order vs.	Charge - Manual Svc	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'i
							Rec	Nonrec		Nonrecurring					RATES (\$)	Leonau	Count
						<u></u>		First	Add'i	First	Addi	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	1	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	11 02bk		8 66bk			<u> </u>		ļ		<u> </u>	
	Notes:	If no rate is identified in the contract, the rates, terms, and co	nditions	for the	specific service or	function will	be as set forth	in applicable 🛭	ellSouth tartff.				<u></u>	<u> </u>	ļ	<u></u>	

PAGE 2 OF 2