

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for approval of amendment to resale agreement negotiated by BellSouth Telecommunications, Inc. and LCI International Telecom Corp. pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.

DOCKET NO. 980835-TP
ORDER NO. PSC-98-1344-FOF-TP
ISSUED: October 12, 1998

The following Commissioners participated in the disposition of this matter:

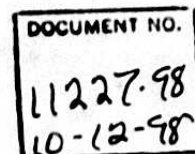
JULIA L. JOHNSON, Chairman
J. TERRY DEASON
SUSAN F. CLARK
JOE GARCIA
E. LEON JACOBS, JR.

ORDER APPROVING AMENDMENT TO EXISTING
RESALE AGREEMENT

BY THE COMMISSION:

On July 8, 1998, BellSouth Telecommunications, Inc. (BST) and LCI International Telecom Corp. (LCI International) filed a request for approval of an amendment to the existing resale agreement under 47 U.S.C. §252(e) of the Telecommunications Act of 1996 (the Act). The amendment to the existing agreement is attached to this Order as Attachment A and incorporated by reference herein.

Both the Act and Chapter 364, Florida Statutes, encourage parties to enter into negotiated agreements to bring about local exchange competition as quickly as possible. Under the requirements of 47 U.S.C. § 252(e), negotiated agreements must be submitted to the state commission for approval. Section 252(e)(4) requires the state to reject or approve the agreement within 90 days after submission or it shall be deemed approved.



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The existing agreement governs the relationship between the companies regarding the resale of tariffed telecommunication services. Under 47 U.S.C. § 252(a)(1), the agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement. Upon review of the proposed amendment to the existing agreement, we believe that it complies with the Telecommunications Act of 1996; thus, we hereby approve it. BST and LCI International are also required to file any subsequent supplements or modifications to their agreement with the Commission for review under the provisions of 47 U.S.C. § 252(e).

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the amendment to the existing resale agreement between BellSouth Telecommunications, Inc. and LCI International Telecom Corp., as set forth in Attachment A and incorporated by reference in this Order, is hereby approved. It is further

ORDERED that any supplements or modifications to this agreement must be filed with the Commission for review under the provisions of 47 U.S.C. § 252(e). It is further

ORDERED that this Docket shall be closed.

By ORDER of the Florida Public Service Commission, this 12th day of October, 1998.



BLANCA S. BAYÓ, Director
Division of Records and Reporting

(S E A L)

KMP

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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review in Federal district court pursuant to the Federal Telecommunications Act of 1996, 47 U.S.C. § 252(e)(6).

AMENDMENT IV
TO
THE RESALE AGREEMENT BETWEEN
LCI INTERNATIONAL TELECOM CORP. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED FEBRUARY 6, 1997

Pursuant to this Agreement (the "Amendment"), LCI International Telecom Corp. ("LCI") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to as the "Parties", hereby agree to amend the Resale Agreement between the Parties dated February 6, 1997 ("Resale 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 and BellSouth hereby covenant and agree as follows:

1. The Parties agree that Exhibit A, entitled Applicable Discounts and referenced in Section I.D. to the Resale Agreement, shall be modified by deleting the references to the Alabama wholesale discounts of 10% for residence customers and 10% for business customers.
2. The Parties agree that Exhibit A, entitled Applicable Discounts and referenced in Section I.D. to the Resale Agreement, shall be modified by deleting the references to the Florida wholesale discounts of 18% for residence customers and 12% for business customers.
3. The Parties agree that Exhibit A, entitled Applicable Discounts and referenced in Section I.D. to the Resale Agreement, shall be modified by deleting the references to the Kentucky wholesale discounts of 10% for residence customers and 8% for business customers.
4. The Parties agree that Exhibit A, entitled Applicable Discounts and referenced in Section I.D. to the Resale Agreement, shall be modified by deleting the references to the Louisiana wholesale discounts of 11% for residence customers and 10% for business customers.
5. The Parties agree that Exhibit A, entitled Applicable Discounts and referenced in Section I.D. to the Resale Agreement, shall be modified by deleting the references to the Mississippi wholesale discounts of 9% for residence customers and 8% for business customers.
6. The Parties agree that Exhibit A, entitled Applicable Discounts and referenced in Section I.D. to the Resale Agreement, shall be modified by deleting the references to the North Carolina wholesale discounts of 12% for residence customers and 9% for business customers.
7. The Parties agree that Exhibit A, entitled Applicable Discounts and referenced in Section I.D. to the Resale Agreement, shall be modified by deleting the references to the South Carolina wholesale discounts of 10% for residence customers and 9% for business customers.
8. The Parties agree that the wholesale discounts, and terms relating to those discounts, set forth in Exhibit A (Amended), which is incorporated herein by references, shall apply to resale arrangements in Alabama, Florida, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina between the Parties.
9. The Parties agree that all of the other provisions of the Resale Agreement shall remain in full force and effect.
10. The Parties acknowledge that the terms of this Amendment were established as

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**EXHIBIT A
(AMENDED)**

STATE	WHOLESALE DISCOUNTS RESIDENCE	BUSINESS
Alabama	16.30%	16.30%
Florida	21.83%	16.81%
Kentucky	16.79%	15.54%
Louisiana	20.72%	20.72%
Mississippi	15.75%	15.75%
North Carolina	21.50%	17.60%
South Carolina	14.80%	14.80%

result of orders of the respective State's Commissions in the Arbitrations. The Parties agree that execution of this Amendment and its submission to the State's Commissions is made without prejudice to the rights of BellSouth to challenge any decision of the State's Commission in the Arbitrations, and to the extent LCI has any such rights, execution of this Amendment and its submission to the State's Commissions is made without prejudice to the rights of LCI to challenge any decision of the State's Commission in the Arbitrations.

11. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the State's Commissions or other regulatory body having jurisdiction over the subject matter of this Amendment, 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.

LCI INTERNATIONAL TELECOM CORP

BY: *Anne K. Bingham*
Signature

NAME: Anne K. Bingham
Printed Name

TITLE: President, Local Telecom
Division

DATE: May 7, 1998

BELLSOUTH
TELECOMMUNICATIONS, INC

BY: *Jerry D. Hendrix*
Signature

NAME: Jerry D. Hendrix
Printed Name

TITLE: Director

DATE: 5/7/98

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Memorandum

DATE: May 14, 1998

TO: Diane Brasfield-Johnson
Susan Lewis

FROM: Jim Maziarz - Interconnection Services/Pricing

RE: Resale Amendment Between BellSouth Telecommunications, Inc. and LCI
International Telecom Corporation

A Resale Amendment has been executed between BellSouth Telecommunications, Inc. and LCI International Telecom Corporation. The Amendment is for the states of Alabama, Florida, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina and is effective as of May 7, 1998. It updates the resale discount rates in their current Resale Agreement. A copy of the Amendment will be forwarded to you within a few days by the Contract Management group.

Should you have questions concerning the attached Agreement, please call me on (404) 927-7596.

Attachments

Copy to:	Eric Small	Marc Cathey	Darrell Grimmett
	Joe Baker	Fred Monacelli	Bill French
	Jan Funderburg	Jerry Hendrix	Rocky Sullivan
	Bill Bolt	Brian Culpepper	Ken Hamilton
	Jim Schenk	Tim Watts	Treva Garner (Memo and original agreement)

By this memo, BellSouth Interconnection Services is assuming that the assigned Account Manager will contact and work through implementation issues with the ALEC.

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TO: Jim Maziarz
FROM: Tiki Gaugler *JG*
DATE: May 7, 1998
RE: Amendment to Resale Agreement

Enclosed are two copies of the amendment to our resale agreement. Please return one original copy to me after they have been signed. Thanks.

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