

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request by BellSouth Telecommunications, Inc. for approval of amendment to interconnection agreement with Teleport Communications Group, Inc. pursuant to Sections 251, 252, and 271 of the Telecommunications Act of 1996.

DOCKET NO. 981380-TP
ORDER NO. PSC-99-0012-FOF-TP
ISSUED: January 4, 1999

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
INTERCONNECTION AGREEMENT

BY THE COMMISSION:

On October 21, 1998, BellSouth Telecommunications, Inc. (BellSouth) and Teleport Communications Group, Inc. (Teleport) filed a request for approval of an amendment to the existing interconnection agreement 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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This amendment to the existing agreement governs the relationship between the companies regarding local interconnection and the exchange of traffic pursuant to 47 U.S.C. § 251. 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. The Commission's approval of this agreement should not be construed as a determination that BellSouth has met the requirements of Section 271 of the Act. BellSouth and Teleport 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). We note that Teleport does not currently hold a Florida certificate to provide alternative local exchange telecommunications service, and therefore, it cannot provide alternative local exchange telecommunications services under this agreement until it obtains a certificate from this Commission.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the amendment to the existing interconnection agreement between BellSouth Telecommunications, Inc. and Teleport Communications Group, Inc., 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 Teleport Communications Group, Inc. shall not provide alternative local exchange telecommunications services under this agreement until it obtains a certificate to provide alternative local exchange telecommunications services from this Commission. It is further

ORDERED that this docket shall be closed.

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By ORDER of the Florida Public Service Commission, this 4th
day of January, 1999.

BLANCA S. BAYÓ, Director
Division of Records and Reporting

By: Kay Flynn
Kay Flynn, Chief
Bureau of Records

(S E A L)

CBW

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).

**EIGHTH AMENDMENT
TO INTERCONNECTION AGREEMENT BETWEEN
TELEPORT COMMUNICATIONS GROUP, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JULY 15, 1996**

Pursuant to this Agreement ("the Amendment"), Teleport Communications Group, Inc. ("TCG") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby amend that certain Interconnection Agreement between the Parties dated July 15, 1996 ("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, TCG and BellSouth hereby covenant and agree as follows:

1. Article IV of the Agreement is hereby modified to include the following:

P. Attachment B-5 of this Agreement contains the Rates, Terms and Conditions for local interconnection of Frame Relay services.

2. Attachment B-5, shown here as Exhibit A, is hereby incorporated herein by reference to the Agreement.

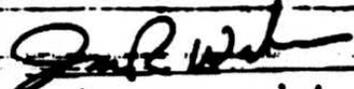
3. The Parties agree that all of the other provisions of the Agreement, dated July 15, 1996, shall remain in full force and effect including any amendments thereto. Nothing in this Amendment shall in any way limit TCG's ability to select a substitute Local Interconnection of Frame Relay service arrangement pursuant to the terms of Section XXIII of the Agreement relating to "more favorable" treatment.

4. The Parties further agree that either or both of the Parties are authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996. However, this Amendment is effective without further approval needed.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Integrus Communications Group, Inc.

BellSouth Telecommunications, Inc.





Name: Jim Washington

Name: Jerry D. Hendrix

Title: VP - Contract Review
& Settlements

Title: Director - Interconnection
Services/Pricing

Date: 6/10/98

Date: 6/17/98

APPROVED AS TO FORM
LEGAL DEPARTMENT

DATE 6/18/98 BY MM

Attachment B-5

A. Frame Relay Service Traffic

The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which TCG is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between TCG and BellSouth Frame Relay Switches in the same LATA.

A.1 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually-agreed upon Frame Relay Service point(s) of interconnection ("POIs") within the LATA. All POIs shall be within the same Frame Relay Network Serving Area as defined in Section A40 of BellSouth's General Subscriber Services Tariff.

A.1.1 Upon the request of either Party, such interconnection will be established where BellSouth and TCG have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in the central office of a Party, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.

A.1.2 The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay Trunks between the respective Frame Relay switches and the POIs.

A.1.3 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use ("PLCU") factor PLCU, determined as follows:

- (i) Frame Relay framed packet data is transported within Virtual Circuits ("VC"). For the purposes of calculating the PLCU, if the two end points of the VC remain within the LATA, then the VC is local ("Local VC").
- (ii) If the originating and terminating locations of the VC are not in the same LATA, the VC is considered interLATA.

ATTACHMENT A

- (iii) If there are VCs on facilities, the PLCU shall be determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility at the end of the reporting period. The Parties agree to renegotiate the method for determining PLCU, at either Parties' request, and within 90 days, if either Party notifies the other that it has found that this method does not adequately represent the PLCU.
- (iv) If there are no VCs on a facility when it is billed, the PLCU will be one hundred for the initial facility. The PLCU of subsequent facilities will be the same as the PLCU existing base at the time of order as indicated in (iii) above.

A.2 At the option of the ordering Party, either TCG or BellSouth may provide the Transport Facilities for Frame Relay Service between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows:

- A2.1 If BellSouth is the Providing Party, BellSouth will invoice, and TCG will pay, the total non-recurring and recurring charges for the trunk facility. TCG will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the trunk facility by one-half of TCG's PLCU.
- A2.2 If TCG is the Providing Party, TCG will invoice, and BellSouth will pay, the total non-recurring and recurring charges for the trunk facility. BellSouth will then invoice, and TCG will pay, an amount calculated by first subtracting one-half of TCG's PLCU factor from 100 percent, then multiply the TCG billed charges for the trunk facility by that difference.

A.3 Each Party will provide a Frame Relay network-to-network interface ("NNI") port to the other Party for each trunk facility provided pursuant to A.2, above. Compensation for NNI ports shall be based upon the NNI rates set forth in the BellSouth F.C.C Tariff No. 1. Pursuant to that tariff, TCG may select a month-to-month or term rate structure for the NNI ports BellSouth provides to TCG. Whatever rate structure TCG selects shall be deemed to be the same rate structure that applies to the NNI port TCG provides to BellSouth. There shall be no termination liability to either party for the local portion of the NNI port as determined by the TCG PLCU at the time of termination.

A.4 Compensation for each pair of NNI ports shall be calculated as follows:

ATTACHMENT A

A.4.1 For NNI ports provided by BellSouth to TCG, BellSouth will invoice, and TCG will pay, the total non-recurring and recurring charges for the NNI port.

A.4.2 For NNI ports provided by TCG to BellSouth, TCG will invoice, and BellSouth will pay an amount equal to the total non-recurring and recurring charges for the NNI port times the PLCU.

A.5 A Permanent Virtual Circuit ("PVC") is a logical channel from a frame relay network interface (e.g., NNI or User Network Interface) to another frame relay network interface. A PVC is created when a Data Link Channel Identifier ("DLCI") is mapped together with another DLCI. Neither Party will charge the other Party any DLCI or Committed Information Rate ("CIR") charges for the PVC from its Frame Relay switch to its own subscriber's premises.

A.6 For the PVC between the TCG and BellSouth Frame Relay switches, compensation for the DLCI and CIR charges are based upon the rates in the BellSouth F.C.C. Tariff No. 1. Compensation for PVC and CIR rate elements shall be calculated as follows:

For PVCs between the BellSouth Frame Relay switch and the TCG Frame Relay switch, BellSouth will invoice, and TCG will pay, the total non-recurring and recurring DLCI and CIR charges. If the VC is a Local VC, TCG will invoice and BellSouth will pay, 100% of the DLCI and CIR charges initially billed by BellSouth for that PVC. If the VC is not local, no compensation will be paid to TCG for the PVC.

A.6.2 Each Party will compensate the other Party for any applicable Feature Change or Transfer of Service Charges as set forth in BellSouth's Tariff F.C.C. No. 1. A.6.3 The Parties agree to limit the sum of the CIR for the VCs on a given NNI port to not more than two times the port speed.

A.7 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariffs.

ATTACHMENT A

A.8 Until such time as BellSouth obtains authority to provide in-region, interLATA service, TCG will identify and report its PLCU to BellSouth on a quarterly basis.

A.9 Either Party may request a review or audit of the various service components, including but not limited to a Party's determination of its PLCU, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

A.10 If during the term of this Agreement, BellSouth obtains authority to provide in-region, interLATA service, the Parties shall renegotiate the provisions of A.2, A.4, A.6 and A.8 to account for BellSouth's PLCU. In the event the parties are unable to reach agreement within one hundred eighty (180) days of the date BellSouth receives interLATA authority, the matter shall be resolved pursuant to the dispute resolution provisions set forth in the Interconnection Agreement.