

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for approval of amendment to interconnection, unbundling, and resale agreement between BellSouth Telecommunications, Inc. and AT&T Wireless Services of Florida, Inc., pursuant to Sections 251, 252, and 271 of the Telecommunications Act of 1996.

DOCKET NO. 971552-TP  
ORDER NO. PSC-98-0264-FOF-TP  
ISSUED: February 9, 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 INTERCONNECTION,  
UNBUNDLING, AND RESALE AGREEMENT

BY THE COMMISSION:

On November 24, 1997, BellSouth Telecommunications, Inc. (BST) and AT&T Wireless Services of Florida, Inc. (AT&T Wireless) filed a request for approval of an amendment to their existing interconnection, unbundling, and resale agreement under the Telecommunications Act of 1996, 47 U.S.C. § 252(e) of the Telecommunications Act of 1996 (the Act). The amendment to the 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 amendment to the existing agreement covers a one-year period and governs the relationship between the companies regarding local interconnection and the exchange of traffic pursuant to 47 U.S.C. § 251. 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. The Commission's approval of this agreement should not be construed as a determination that BST has met the requirements of Section 271 of the Act. BST and AT&T Wireless 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 AT&T Wireless does not currently hold a Florida certificate to provide alternative local exchange telecommunications services, and therefore, it cannot provide land-line 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, unbundling, and resale agreement between BellSouth Telecommunications, Inc. and AT&T Wireless Services of Florida, Inc., as set forth in Attachment A and incorporated by reference in this Order, is hereby approved. It is further

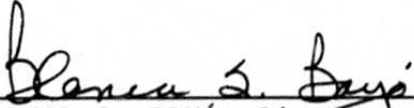
ORDERED that any supplements or modifications to this agreement must be filed with the Commission for review under the provisions of 47 U.S.C. § 252(e). It is further

ORDERED that AT&T Wireless Services of Florida, Inc. shall not provide land-line 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 9th  
day of February, 1998.

  
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BLANCA S. BAYÓ, Director  
Division of Records and Reporting

( S E A L )

KMP

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).

FIRST AMENDMENT

TO

INTERCONNECTION AGREEMENT BETWEEN  
AT&T WIRELESS SERVICES OF FLORIDA, INC. ("AWS") AND BELLSOUTH  
TELECOMMUNICATIONS, INC. ("BellSouth") EFFECTIVE  
MARCH 1, 1997

WHEREAS, pursuant to sections 251 and 252 of the Telecommunications Act of 1996, AWS and BellSouth entered into an interconnection agreement (the "Agreement") for the rates, terms, and conditions of the exchange of traffic between the parties to be effective March 1, 1997;

WHEREAS, the Agreement was approved by the Florida Public Service Commission on June 12, 1997 by Order No. PSC-97-701-FOF-TP;

WHEREAS, the Agreement provided for an "Interim LATA-wide Additive" that was included in Type 1, Type 2A and Type 2A-CCS7 rates, subject to further negotiation by the parties; and

WHEREAS, AWS and BellSouth have negotiated a Final LATA-wide Additive as set forth herein.

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, AWS and BellSouth hereby covenant and agree as follows:

1. Section V of the Agreement is hereby revised to read as follows:

**V. Modification of Rates**

A. The LATA-wide Additive reflected in Attachment B-1 for Type 1, Type 2A and 2A-CCS7 rates is intended to compensate BellSouth for additional transport and other costs associated with transporting and terminating Local Traffic throughout a LATA instead of only within local calling areas, including EAS routes, as defined by the Commission as of the Effective Date. From the Effective Date until the date of the Certification described in paragraph B of this section, the LATA-wide Additive shall be \$.000516 per minute. The parties shall make the adjustment, or "true-up" described in the original Section V of the Agreement for the purpose of applying the Final LATA-wide Additive back to the Effective Date of the Agreement.

B. If and when AWS certifies that it is routing and delivering all AWS originated traffic directly to the correct BellSouth tandem or end office serving the NPA-NXX of the end

user for which each AWS call is destined (the "Certification"), then commencing on the date that Certification is completed until the expiration or termination of the Agreement, the LATA-wide Additive shall be \$.000048 per minute. The Certification shall be submitted by AWS in writing, shall be signed by an officer authorized to bind AWS, and shall be deemed completed when delivered to BellSouth pursuant to the Notices section of this Agreement. AWS and BellSouth agree that from the date of Certification, BellSouth shall have the right, at its sole discretion, to block any traffic that is not routed and delivered by AWS pursuant to the terms of the Certification.

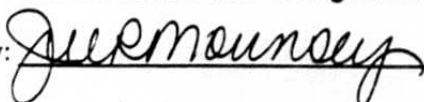
2. Attachment B-1 of the Agreement is hereby revised and replaced with Attachment B-1 (Amended) appended hereto and made a part hereof.

3. The parties agree that except as specifically modified by this Amendment all other provisions of the Agreement shall remain in full force and effect.

4. The parties further agree that either or both of the parties is authorized to submit this Amendment to the Florida Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment for approval subject to Section 252(e) of the 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.

AT&T Wireless Services of Florida, Inc.  
for itself and on behalf of the Carriers  
listed on Attachment A of the Agreement

By: 

DATE: 11/11/97

BellSouth Telecommunications, Inc.

By: 

DATE: 11/07/97

**ATTACHMENT B-1(Amended)**  
**\*Florida\***

A. Except as for those services for which no usage charges are applicable in BellSouth's tariffs as of the Effective Date, the rate that each party shall pay to the other for the transport and termination of Local Traffic shall be as follows, subject to the adjustment identified in paragraph C below:

- (1) For Types 1, 2A, and 2A-CCS7  
Interconnection: \$.003776
  
- (2) For Types 2B and 2B-CCS7  
Interconnection: \$.002

B. With respect to amounts to be charged to BellSouth, the Type 2B and Type 2B-CCS7 rate above shall only apply to Local Traffic that BellSouth delivers to any Carrier's MSC via a direct trunk from a BellSouth end office (a) to which Carrier has a Type 2B interconnection facility and (b) that serves the same BellSouth subscribers to which Carrier may terminate Local Traffic over such Type 2B interconnection facility; other Local Traffic subject to usage charges shall be billed to BellSouth at the Type 2A rate set forth above.

C. The Type 1, Type 2A, and Type 2A-CCS7 rate set forth above includes \$.000516 as a LATA-wide Additive. This LATA-wide Additive is subject to the adjustment pursuant to the Certification process described in Section V of the Agreement, as amended. If and when the Certification is completed, the rates above for Type 1, Type 2A, and Type 2A-CCS7 interconnection will be adjusted downward, commencing on the date of Certification, to reflect the post-Certification LATA-wide Additive of \$.000048.