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October 9, 1998

Ms. Blanca S. Bayó  
Director, Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

RECEIVED-D-FPSC  
20 OCT -9 PM 4:45  
RECORDS AND REPORTING

Re: MCIm/BellSouth Interconnection Agreement  
Docket No. 971140-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of MCImetro Access Transmission Services, Inc. (MCIm) are the original and fifteen copies of a partially executed copy of Amendment Number Two dated October 9, 1998 to the MCIm/BellSouth Interconnection Agreement dated June 19, 1997. (The filed copy includes a facsimile copy of the signature page. The original signature page will be submitted as soon as possible.)

This partially executed amendment is filed pursuant to the requirement of Order Nos. PSC-98-0810-FOF-TP (Order) and PSC-98-1271-FOF-TP (Reconsideration Order). The Reconsideration Order states on page 10 that: "the parties shall file their written agreements, incorporating any changes that resulted from this Order, 14 days after issuance of this Order."

This amendment has not been executed by BellSouth, who has refused to sign the amendment without the inclusion of additional language which is not required by the Order. MCIm is submitting this partially executed amendment to show that it has attempted in good faith to comply with the Order, and has been frustrated by BellSouth's refusal to execute the required amendment.

MCIm is providing to the Commission staff, under separate cover, a copy of BellSouth's October 8, 1998 draft of this amendment which has been redlined to show the changes that MCIm

ACK \_\_\_\_\_  
AFA 1  
APP \_\_\_\_\_  
CAF \_\_\_\_\_  
CMU 1  
CTR \_\_\_\_\_  
EAG \_\_\_\_\_  
LEG 2  
LIN 5  
OPC \_\_\_\_\_  
RCH \_\_\_\_\_  
SEC 1  
WAS \_\_\_\_\_  
OTH \_\_\_\_\_

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

11177 OCT-98 1011

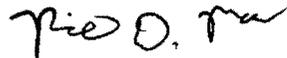
FPSC-RECORDS/REPORTING

Blanca Bayó  
October 9, 1998  
Page 2

made in order to be consistent with the Order and Reconsideration Order.

If you have any questions about this filing, please call.

Very truly yours,



Richard D. Melson

RDM/mee  
Enclosure  
cc: Parties of Record

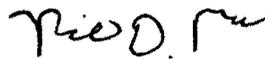
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished to the following parties by hand delivery this 9th day of October, 1998.

Martha Brown  
FL Public Service Commission  
Gerald L. Gunter Building  
2540 Shumard Oak Blvd. # 370  
Tallahassee, FL 32399-0850

Nancy B. White  
c/o Nancy H. Sims  
Southern Bell Telephone Company  
150 S. Monroe St. Suite 400  
Tallahassee, FL 32301

Tracy Hatch  
AT&T Communications of  
the Southern States, Inc.  
101 N. Monroe Street  
Suite 700  
Tallahassee, FL 32301



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ATTORNEY

ORIGINAL

AMENDMENT TWO DATED OCTOBER 9, 1998  
TO  
MCIm/BELLSOUTH INTERCONNECTION AGREEMENT  
DATED JUNE 19, 1997

MCImetro Access Transmission Services, Inc. ("MCIm") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend the MCIm/BellSouth Interconnection Agreement dated June 19, 1997 ("Interconnection Agreement") pursuant to the Final Order of the Florida Public Service Commission issued on June 12th, 1998 regarding Resolving Interconnection Agreement Disputes, Addressing Retail Service Composition, and Setting Non-Recurring Charges.

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, MCIm and BellSouth hereby covenant and agree as follows:

1. Based on the Order issued by the Florida Public Service Commission on June 12, 1998 in Docket No. 971140-TP, the rates for Non-recurring Charges for the migration of a Loop and Port Combination as ordered are set forth below.

Network Element Combination	First Installation	Additional Installations
2-wire analog loop and port	\$1.4596	\$0.9335
2-wire ISDN loop and port	\$3.0167	\$2.4906
4-wire analog loop and port	\$1.4596	\$0.9335
4-wire DS1 loop and port	\$1.9995	\$1.2210

2. Attachment I of the Florida Interconnection Agreement is hereby amended to incorporate the rates for the above Non-recurring rates. Notwithstanding the foregoing, the Parties further agree that in the specific case of migration of an existing BellSouth customer to MCIm, per the Florida Commission's Order PSC-98-1271-FOF-TP, the price MCIm shall pay is the sum of the unbundled network elements ("UNEs") for the loop and the switch port. For example, when an existing BellSouth customer migrates to MCIm, and MCIm orders the loop and port that serves the customer, MCIm will receive and pay UNE prices for only those two elements. BellSouth is not required to provide the "entire existing service" for the price of a loop and port.

3. The prices for combinations of network elements in existence or not shall be determined as the sum of the prices of the individual elements comprising the combination as set forth in the agreement in Table 1 of Attachment I, except when the

network elements are combined in a way to recreate an existing BellSouth retail service.

4. The Parties shall negotiate what combinations of UNEs, if any, constitute the recreation of a BellSouth retail service and the price for such UNE combinations. These negotiations will be completed within 30 days of a formal request from MCI for a particular combination. If the Parties are unable to successfully negotiate whether the particular combination recreates a BellSouth retail service within the above timeframes, then the Parties may seek resolution pursuant to Section 23 of the General Terms and Conditions of the MCI/BellSouth Interconnection Agreement.

5. All of the other provisions, including all other rates listed in Attachment I of the Florida Interconnection Agreement, dated June 19, 1997, shall remain in full force and effect.

6. Either or both of the Parties shall submit this Amendment to the Florida Public Service Commission on or before October 9, 1998 as ordered by the Florida Public Service Commission. However, the Parties acknowledge that the terms and/or rates of this Amendment were established pursuant to the afore-referenced Order of the Florida Public Service Commission. Any or all of the terms or rates of this Amendment may be altered or abrogated by an appeal of the Order requiring the Amendment or by any final and non-appealable legislative, regulatory, judicial or other legal action which materially affects the terms of this Amendment and/or Order. By signing this Amendment, neither Party waives any right to pursue such an appeal or other action.

7. Either or both of the Parties shall 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 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.

MCImetro Access Transmission Services, Inc.

BellSouth Telecommunications, Inc.

By: *[Signature]* For Marcel Henry

By: \_\_\_\_\_

Name: Marcel Henry  
Title: Vice President

Name: Jerry D. Hendrix  
Title: Director-Interconnection Services-Pricing

Date: Oct. 9, 1998

Date: \_\_\_\_\_