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Legal Department

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Assistant General Counsel-Florida

OCT 12 PM 2:40

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(305) 347-5558

RECORDS AND REPORTING

October 12, 1998

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

Re: Docket No. 971140-TP (Recombination Docket)

Dear Ms. Bayó:

On October 9, 1998, BellSouth Telecommunications Inc. filed its Proposed Amendments to the AT&T and MCI/metro Interconnection Agreements. Enclosed are the original Amendments which were filed as Exhibits "A" and "B", which we ask that you file in the captioned matter.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

Nancy B. White
Nancy B. White (pd)

- ACK _____
- AFA 1
- APP _____
- CAF _____
- CMU Savanna
- CTR _____
- EAG _____
- EG 2
- EV 5
- OPC _____
- RCH _____
- SEC 1
- WAS _____
- OTH _____

NBW/vf
Enclosures

cc: All parties of record
A. M. Lombardo
R. G. Beatty
William J. Ellenberg II

DOCUMENT NUMBER-DATE

11341 OCT 12 1025

RECORDS/REPORTING

**CERTIFICATE OF SERVICE
DOCKET NO. 971140-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Federal Express this 12th day of October, 1998 to the following:

Charles J. Pelligrini
Staff Counsel
Division of Legal Services
Florida Public Service Comm.
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
(850) 413-6232

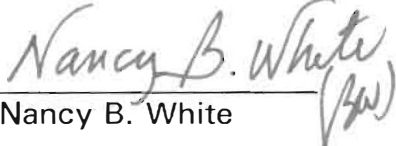
Tracy Hatch, Esq.
Michael W. Tye, Esq.
101 N. Monroe Street
Suite 700
Tallahassee, Florida 32301
Attys. for AT&T
Tel. (850) 425-6364

C. Everett Boyd, Jr.
Ervin, Varn, Jacobs,
Odom & Ervin
305 South Gadsden Street
Post Office Drawer 1170
Tallahassee, FL 32302
(850) 224-9135

Mark A. Logan, Esq.
Brian D. Ballard, Esq.
Bryant, Miller & Olive, P.A.
201 S. Monroe Street
Tallahassee, Florida 32301
Attys. for AT&T
Tel. (850) 222-8611

Richard Melson
Hopping Green Sams & Smith
123 South Calhoun Street
Post Office Box 6526
Tallahassee, FL 32314
(850) 222-7500

Mr. Thomas K. Bond
MCI Metro Access Transmission
Services, Inc.
780 Johnson Ferry Road
Suite 700
Atlanta, GA 30342


Nancy B. White

AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND AT&T COMMUNICATIONS OF THE
SOUTHERN STATES, INC.
DATED JUNE 10, 1997

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and AT&T Communications of the Southern States ("AT&T") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated June 10, 1997 ("Interconnection 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, BellSouth and AT&T hereby covenant and agree as follows:

I. Section 1A of the General Terms and Conditions section of the Agreement is hereby deleted in its entirety and replace with a new Section 1A as follows:

- 1A. BellSouth agrees to amend the following language in order to comply with the Florida Commission's Orders – PSC-98-0810-FOF-TO and PSC-98-1271-FOF-TP. However by amending this agreement, BellSouth does not waive its right to pursue any and all legal and/or equitable remedies, including appeals of these decisions. The Parties agree that the agreement will be modified to include the results of any appeal or challenge of these Orders.

The Services and Elements provided pursuant to this Agreement may be connected to other Services and Elements provided by BellSouth or to any Services and Elements provided by AT&T itself or by any other vendor. AT&T may purchase unbundled Network Elements that are not already combined for the purpose of combining Network Elements in any manner that is technically feasible. The price that AT&T shall pay for combinations that do not recreate an existing BellSouth retail service, and that are not currently combined for that particular customer at the time of AT&T's order, shall be the sum of the prices for the component elements shown in Table 1 of Part IV, plus an assembly or combining charge to be negotiated between the parties. However, for the specific case of migrating an existing BellSouth customer to AT&T, per the Florida Commission's Order PSC-98-1271-FOF-TP, the price AT&T shall pay is the sum of the UNE prices for the loop and the switch port. For example, when an existing BellSouth customer migrates to AT&T, and AT&T orders the loop and port that serves the customer, AT&T 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. Therefore, AT&T must have in place the network infrastructure, whether leased or owned, to transport the traffic of that customer over the leased or owned network, prior to or in conjunction with submitting the migration order to BellSouth. For those combinations of network elements not already in existence that recreate an existing BellSouth retail service, the parties agree that the issue of what combinations constitute an existing BellSouth retail service and the prices for such combinations are to be negotiated between the parties.

2. Section 36.1 of the General Terms and Conditions section of the Agreement is hereby deleted in its entirety and replaced with a new Section 36.1 as follows:

36.1 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 Installation
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 DSL loop and port	\$1.9995	\$1.2210

3. The Parties agree that all of the other provisions of the Interconnection Agreement, dated June 10, 1997, shall remain in full force and effect.

4. The Parties further agree that either or both of the Parties are 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 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.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

DATE: 10/09/98

AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.

By: _____

DATE: _____

**AMENDMENT TWO DATED JULY 13, 1998
TO
MCI_m/BELLSOUTH INTERCONNECTION AGREEMENT
DATED JUNE 19, 1997**

MCI_mmetro Access Transmission Services, Inc. (“MCI_m”) and BellSouth Telecommunications, Inc. (“BellSouth”), hereinafter referred to collectively as the “Parties,” hereby agree to amend the MCI_m/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, MCI_m 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 MCI_m, per the Florida Commission’s Order PSC-98-1271-FOF-TP, the price MCI_m 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 MCI_m, and MCI_m orders the loop and port that serves the customer, MCI_m 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. Therefore, MCI_m must have in place the network infrastructure, whether leased or owned, to transport the traffic of that customer over the leased or owned network, prior to or in conjunction with submitting the migration order to BellSouth.

3. The Parties agree that Service and Elements provided pursuant to this Agreement may be connected to other Service and Elements provided by BellSouth or to any Services and Elements provided by MCIIm itself or by any other vendor. MCIIm may purchase UNEs that are not already combined for the purpose of combining Network Elements in any manner that is technically feasible. The Parties further agree that the price that MCIIm shall pay for combinations of UNEs that do not constitute the recreation of a BellSouth retail service, and that are not currently combined for that particular customer at the time of MCIIm's order, shall be the sum of the prices for the component elements shown in Table 1 of Attachment I, plus an assembly or combining charge to be negotiated between the Parties. However, for those combinations of UNEs not already in existence, that recreate an existing BellSouth retail service, the Parties agree that combinations that constitute an existing BellSouth retail service and the prices for such combinations are to be negotiated between the Parties.

4. The Parties shall negotiate what combinations of UNEs constitute the recreation of a BellSouth retail service and the price for such UNE combinations. Until the Parties agree as to whether any particular combination of unbundled network elements ordered by MCIIm constitutes a BellSouth retail service, BellSouth shall have no obligation to provide that a specific combination. The Parties agree that within 180 days of execution of this Amendment they will complete negotiations on which combinations of network elements do recreate a BellSouth retail service. The Parties acknowledge that additional negotiations may be required for unidentified combinations. These subsequent negotiations will be completed within 90 days of a formal request from MCIIm for such combinations. If the Parties are unable to successfully negotiate which combinations of network elements recreate a BellSouth retail service within the above guidelines, then the Parties may seek resolution pursuant to Section 23 of the General Terms and Conditions of the MCIIm/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: _____

By:  _____

Name: Marcel Henry
Title: Vice President

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

Date: _____

Date: 10/09/98