



BellSouth Telecommunications, Inc. 888 224-7788
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150 South Monroe Street
Tallahassee, Florida 32301-1556

Marshall M. Criser, III
Regulatory Vice President

February 18, 1999

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

990187-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Intermedia Communications, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Intermedia Communications, Inc. are submitting to the Florida Public Service Commission an amendment to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Intermedia Communications, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-96-1236-FOF-TP issued October 7, 1996 in Docket 960769-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Intermedia Communications, Inc. within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties aver that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,

Marshall M. Criser, III
Regulatory Vice President
(cc)

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

**AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND INTERMEDIA COMMUNICATIONS, INC.
DATED JULY 1, 1996**

Pursuant to this Agreement (the "Agreement"), Intermedia Communications, Inc. ("Intermedia") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated July 1, 1996, ("Interconnection Agreement") and the following amendments: Amendment dated February 24, 1997 regarding reciprocal compensation; Amendment dated February 24, 1997 regarding Unbundled Network Elements and Packet Switching; and Amendment dated June 3, 1998 regarding Multiple Tandem Access.

WHEREAS, Intermedia and BellSouth had agreed to settle the arbitration proceedings concerning their replacement interconnection agreements currently pending in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina, and Tennessee by the following amendment to the existing contract; and

WHEREAS, BellSouth agrees to extend the existing agreements in all nine states, including this amendment, with all rates, terms and conditions, in its entirety in exchange for Intermedia's withdrawal of the arbitration petition; and

WHEREAS, the parties acknowledge that their agreement to extend the interconnection agreements is dependent upon all of the rates, terms and conditions in the interconnection agreements in their entirety, as each is interdependent upon the others;

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, Intermedia and BellSouth hereby covenant and agree as follows:

1. The Parties agree to delete Section III. in its entirety and replace the section with the following:
 - A. The term of this Agreement shall begin July 1, 1996, and continue until December 31, 1999.

- B. The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of resale and/or local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). The Parties further agree that any such Subsequent Agreement shall be for a term of no less than two (2) years unless the Parties agree otherwise.
- C. If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2, above, the Parties are unable to satisfactorily negotiate new resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection and/or resale arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection and/or resale arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, or pursuant to section 252(i) of the Act adopted by Intermedia, will be effective retroactive to the day following the expiration date of this Agreement. Until the Subsequent Agreement becomes effective, the Parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.
- D. BellSouth has agreed to the extension of the agreement only as a whole and not as to the individual rates, terms and conditions contained within the Agreement.

- The Parties further agree that either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

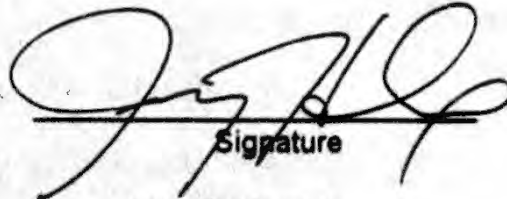
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Intermedia Communications, Inc.

BellSouth Telecommunications, Inc.



Signature



Signature

Heather Burnett Gold

Name

Jerry D. Hendrix

Name

VP - Regulatory & External Affairs

Title

Director - Interconnection Services

Title

2/15/99

Date

2/16/99

Date