

RECEIVED-FPSC

BELLSOUTH

99 JUN 28 PM 4: 35

BellSouth Telecommunications, Inc
Suite 400
150 South Monroe Street
Tallahassee, Florida 32301-1556

850 224-7798
Fax 850 224-5073

RECORDS AND
REPORTING

Marshall M. Criser III
Regulatory Vice President

June 28, 1999

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

990855-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Kexa d/b/a Capital Explorations Communications pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

TX 269

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Kexa d/b/a Capital Explorations Communications 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 Kexa d/b/a Capital Explorations Communications. The Commission approved the initial agreement between the companies in Order No. PSC-99-0312-FOF-TP issued February 18, 1999 in Docket 981837-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Kexa d/b/a Capital Explorations Communications 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

(28)

RECEIVED & FILED

[Signature]
FPSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

07833 JUN 28 99

FPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between Kexa d/b/a Capital Explorations Communications and BellSouth Telecommunications, Inc., dated June 3, 1999, to the Interconnection Agreement dated November 20, 1998, for the state of Florida consists of the following:

ITEM	NO. PAGES
Amendment	3
TOTAL	3

**Amendment No. 1
to Master Interconnection Agreement by and between
BellSouth Telecommunications, Inc.
and Kexa d/b/a Capital Explorations Communications
dated November 20, 1998**

This Agreement ("the Amendment") refers to the Interconnection Agreement ("the Agreement") entered into Kexa d/b/a Capital Explorations Communications ("Capital") and BellSouth Telecommunications, Inc. ("BellSouth") effective on November 20, 1998. This Amendment is made by and between Capital and BellSouth and shall be deemed effective on the date executed by Capital and BellSouth.

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, Capital and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. The Parties agree to delete the table of Operational Support System (OSS) Rates contained in Exhibit A of Attachment 1 of their existing Agreement in its entirety and replace it with the new OSS rates as follows:

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	Electronic Per LSR received from the CLEC by one of the OSS interactive interfaces	Manual Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
OSS Order Charge	\$3.50	\$19.99

In addition to the OSS charges, applicable discounted service order and related charges apply per the tariff.

2. The Parties agree to delete Section 9, Operational Support Systems (OSS) Rates, contained in Exhibit 1-FL of Attachment 11 in its entirety.

3. The Parties agree to rename Section 8 Electronic Interfaces, contained in Exhibit 1-FL of Attachment 11 of the Agreement as Operational Support Systems (OSS) Rates and to replace the language therein in its entirety with the language below:

Operational Support Systems (OSS) Rates

The costs associated with implementing the OSS electronic interfaces should be shared equitably among all parties who benefit from those interfaces. Rates for Operational Support Systems are set forth in Table 1. In addition to OSS charges, applicable service order and related charges apply per tariff.

4. The Parties agree to delete the OSS Rates contained in Table 1 of Attachment 11 of their existing Agreement as follows:

OPERATIONAL SUPPORT SYSTEMS	
OSS Interactive Ordering and Trouble Maint. Estab, per user per month	\$50.00
NRC	\$100.00
OSS Order charge, per LSR received from Capital by one of the OSS interactive interfaces	\$10.80
Incremental charge per LSR received from Capital by means other than one of the OSS interactive interfaces	\$22.00

5. The Parties agree to add the following OSS Rates to Table 1 of Attachment 11 of their existing Agreement as follows:

OPERATIONAL SUPPORT SYSTEMS	
OSS Order charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	\$19.99

6. The Parties agree that Capital will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

7. The Parties agree that any charges BellSouth is unable to bill on March 1, 1999 will be trued up on or about July 1, 1999.

8. The Parties agree that all other provisions of the Agreement, dated November 20, 1998, shall remain in full force and effect.

9. 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 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.

Kexa d/b/a

Capital Explorations Communications

Aixa Diaz Schulte
Signature

Aixa Diaz Schulte
Name

President
Title

5.10.99
Date

BellSouth Telecommunications, Inc.

[Signature]
Signature

Jerry D. Hendrix
Name

Director - Interconnection Services
Title

6/3/99
Date