

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

Marshall M. Criser III
Regulatory Vice President

November 12, 1999

ORIGINAL

RECORDS AND REPORTING

99 NOV 12 PM 4:45

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991718-TP

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

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Florida Digital Network, 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 Florida Digital Network, 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 Florida Digital Network, Inc. The commission approved the initial agreement between the companies in Order 98-1327 issued October 12, 1999 in Docket 980908-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Florida Digital Network, 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

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between Florida Digital Network, inc. and BellSouth Telecommunications, Inc., dated October 11, 1999 for the state of consists of the following:

ITEM	NO. PAGES
Amendment	3
TOTAL	3

**THIRD AMENDMENT
TO THE
AGREEMENT BETWEEN
FLORIDA DIGITAL NETWORK, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JULY 1, 1998**

Pursuant to this Agreement, (the "Amendment"), Florida Digital Network, Inc. ("FDN") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Agreement between the Parties dated July 1, 1998 ("Agreement").

WHEREAS, The Parties entered into an Agreement to adopt in its entirety the MCImetro Access Transmission Services, Inc. ("MCI") and BellSouth Telecommunications, Inc. ("BellSouth") Interconnection Agreement dated June 3, 1997, and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this 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, the Parties hereby covenant and agree as follows:

1. The Parties agree to the terms and conditions as set forth in Exhibit 3 which incorporates rates for Operational Support Systems (OSS).

2. All of the other provisions of the Agreement, dated July 1, 1998, shall remain in full force and effect.

3. Either or both of the Parties is 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.

Florida Digital Network, Inc.

By: Ryan Hand

Name: Ryan Hand

Title: VP OPS/ENG.

Date: 10/4/99

BellSouth Telecommunications, Inc.

By: Jerry Hendrix

Name: Jerry Hendrix

Title: Senior Director

Date: 10/11/99

Exhibit 3
to Third Amendment
by and between
BellSouth Telecommunications, Inc.
and
Florida Digital Network, Inc.
Dated July 1, 1998

1. The following language is hereby agreed to by the Parties:

Operational Support Systems (OSS) - Resale

All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Resellers who utilize the services. Charges for use of Operational Support Systems (OSS) for Resale shall be as set forth in the table below.

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 further agree to the following language:

Operational Support Systems (OSS) Rates- Local Interconnection

The costs associated with implementing the OSS electronic interfaces should be shared equitably among all parties who benefit from those interfaces. Charges for use of Operational Support Systems (OSS) for Local Interconnection shall be as set forth in the table below. In addition to OSS charges, applicable service order and related charges apply per tariff.

OPERATIONAL SUPPORT SYSTEMS	AL, FL, GA, KY, MS, NC, SC, TN	LA
OSS Order charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	\$3.50
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	\$19.99	See applicable rate element

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

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

The threshold plan will be discontinued in 2002.

4. The Parties agree that the threshold plan described in Paragraph 3 above may be superceded by an LSR specific process that would apply the electronic LSR rate to only those manual LSRs, which cannot be submitted over a electronic system.