

BellSouth Telecommunications, Inc.

Suite 400

150 South Monroe Street Tallahassee, Florida 32301-1556

November 15, 1999

850 224-7798

Fax 850 224-5073

Marshall M. Criser III Regulatory Vice President



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

Re: Docket 971140-TP Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and AT&T and MCImetro 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 AT&T and MCImetro 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 AT&T and MCImetro. These amendments are filed in connection with Order 99-1989 in Docket 971140-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and AT&T and MCImetro 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,

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Regulatory Vice President

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

## SIXTH AMENDMENT TO MCImetro/BELLSOUTH INTERCONNECTION AGREEMENT DATED OCTOBER 12, 1999

Pursuant to this Amendment to MCImetro/BellSouth Interconnection Agreement (the "Amendment"), for the state of Florida, MCImetro Access Transmission Services, Inc. ("MCIm") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend the MCImetro/BellSouth Interconnection Agreement dated June 19, 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, 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. These rates shall be incorporated in Attachment 1, Table 1, of the existing agreement.

Network Element Combinations	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 1, Section 8, of the existing agreement, shall be amended as follows:

The recurring and non-recurring prices for Unbundled Network Elements (UNEs) in Table 1 of this Attachment are appropriate for UNEs on an individual standalone basis. The prices for combinations of network elements shall be the sum of the individual element prices as set forth in Table 1. When two or more UNEs are combined, these prices may lead to duplicate charges. BellSouth shall provide recurring and non-recurring charges that do not include duplicate charges for function or activities that MCIm does not need when two or more network elements are combined in a single order. MCIm and BellSouth shall

work together to establish the recurring and non-recurring charges in situations where MCIm is ordering multiple network elements. Where the parties cannot agree to these charges, either party may petition the Florida Public Service Commission to settle the disputed charge or charges. BellSouth must notify the Commission when a rate is set that excludes duplicate charges by filing a report within 30 days of the rate being established. This report must specify the elements being combined and the charges for that particular combination.

3. 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

Name: Marcel Henry Vice President Title:

Date: \_/0/27/99

BellSouth

Telecommunications, Inc,

Name: Jerry D. Hendrix

Title: Sr. Director-Interconnection

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## AMENDMENT TO AT&T/BELLSOUTH INTERCONNECTION AGREEMENT DATED JUNE 10, 1997

Pursuant to this Amendment to the AT&T/BellSouth Interconnection Agreement (the "Amendment"), for the state of Florida, AT&T Communications of the Southern States, Inc. ("AT&T") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend the AT&T/BellSouth Interconnection Agreement dated June 10, 1997 ("Interconnection Agreement"). This Amendment shall be effective as of November 11, 1999.

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, AT&T 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. These rates shall be incorporated in Part IV, Table 1, of the existing agreement.

Network Element Combinations	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) Part IV, Section 36.1, of the existing agreement shall be deleted in its entirety and shall be amended as follows:

The prices for combinations of network elements shall be the sum of the individual element prices as set forth in Part IV, Table I. Any BellSouth non-recurring and recurring charges shall not include duplicate charges or charges for functions or activities that AT&T does not need when two or more Network Elements are combined in a single order. BellSouth and AT&T shall work together to mutually agree upon the total non-recurring and recurring charge(s) to be paid by AT&T when ordering multiple network elements. If the parties

cannot agree to the total non-recurring and recurring charge to be paid by AT&T when ordering multiple Network Elements within sixty (60) days of the Effective Date, either party may petition the Florida Public Service Commission to settle the disputed charge or charges.

3. 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 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.

**AT&T** Communications of the

Southon State , Inc.

Name: Bill C. Peacock

Title: Director—Local Services

And Access Management

**BellSouth** 

Telecommunications, Inc.

Name. Jerry D. Hendrix

Title: Sr. Director-Interconnection

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