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Marshall M. Criser III
Regulatory Vice President

RECORDS AND
REPORTING

February 11, 2000

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

000171-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Sprint Communications Company, L. P. 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 Sprint Communications Company, L. P. 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 Sprint Communications Company, L. P. The Commission approved the initial agreement between the companies in Order No. 97-0983-FOF-TP issued August 15, 1997 in Docket 961150-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Sprint Communications Company, L. P. 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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[Signature]
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between Sprint Communications Company L.P. and BellSouth Telecommunications, Inc., dated January 4, 2000, for the state(s) of Florida consists of the following:

ITEM	NO. PAGES
Amendment 5	2
TOTAL	2

**AMENDMENT 5
TO INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND SPRINT COMMUNICATIONS COMPANY L.P.
FLORIDA
DATED JULY 1, 1997**

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and Sprint Communications Company L.P. ("Sprint") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated July 1, 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, Sprint 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 Sprint does not need when two or more Network Elements are combined in a single order. BellSouth and Sprint shall work together to mutually agree upon the total non-recurring and recurring charge(s) to be paid by Sprint when ordering multiple network elements. If the parties cannot agree to the total non-recurring

and recurring charge to be paid by Sprint 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.

**Sprint Communications
Company L.P.**

By: W. Richard Morris
Name: W. Richard Morris
Title: Vice President - External
Affairs Local Markets
Date: 1/4/00

**BellSouth Telecommunications,
Inc.**

By: Jerry D. Hendrix
Name: Jerry D. Hendrix
Title: Sr. Director-Interconnection
Svcs.-Pricing
Date: 1/4/00