

BellSouth Telecommunications, Inc. 850 224-7798
Suite 400 Fax 850 224-5073
150 South Monroe Street
Tallahassee, Florida 32301-1556

Marshall M. Criser III
Regulatory Vice President

ORIGINAL

RECORDS AND REPORTING

FEB 16 PM 4:34

RECEIVED-FPSC

February 16, 2000

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

~~000198-TP~~

991957-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and MGC 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 MGC 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 MGC Communications, Inc. The Commission approved the initial agreement between the companies in Order No. 98-1330-FOF-TP issued October 12, 1999 in Docket 980861-TP.

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

(M)

RECEIVED & FILED

Wren
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

02113 FEB 16 8

FPSC-RECORDS/REPORTING

Leg-2
Cnel-1
Sec-1

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between MGC Communications, Inc. and BellSouth Telecommunications, Inc., dated 11/18/1999, for the state(s) of, Florida and Georgia consists of the following:

ITEM	NO. PAGES
Amendment	5
TOTAL	5

**FOURTH AMENDMENT
TO THE
AGREEMENT BETWEEN
MGC COMMUNICATIONS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED MAY 26, 1998**

Pursuant to this Agreement, (the "Amendment"), MGC Communications, Inc. ("MGC), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 26, 1998 ("Agreement").

WHEREAS, BellSouth and MGC entered into an Interconnection Agreement on May 26, 1998, and;

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. Section 3.4 of Attachment 4 of the Interconnection Agreement is deleted in its entirety and substituted in its place is a new Section 3.4, as follows:

Demarcation Point. BellSouth will designate the point(s) of interconnection between MGC's equipment and/or network and BellSouth's network. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. MGC shall be responsible for providing, and MGC's BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to construction and provisioning interval requirements. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. MGC or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to the subsection following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At MGC's option and expense, a Point of Termination (POT) bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. MGC must make arrangements with a BellSouth certified vendor for such placement.

MGC's Equipment and Facilities. MGC, or if required by this Agreement, MGC's BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by MGC. Such equipment and facilities may

include but are not limited to cable(s); equipment; and point of termination connections.

2. Sections 3.7 of Attachment 4 of the Interconnection Agreement is deleted in its entirety and substituted in its place is a new Section 3.7 including the rates in Exhibit 1, Attachment A, as follows:

Access. Pursuant to Security and Safety requirements below, MGC shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. MGC agrees to provide the name and social security number, or date of birth, or driver's license number of each employee, contractor, or agent provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. MGC agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of MGC employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with MGC or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement

Lost or Stolen Access Keys. MGC shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), MGC shall pay for all reasonable costs associated with the re-keying

Security and Safety Requirements. The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth certified vendors and authorized employees, or authorized agents of MGC will be permitted in the BellSouth Premises. MGC shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the MGC name. BellSouth reserves the right to remove from its premises any employee of MGC not possessing identification issued by MGC. MGC shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

MGC will be required, at its own expense, to conduct a statewide investigation of criminal history records for each MGC employee being considered for work on the BellSouth Premises, for the states/counties where the MGC employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

MGC will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

MGC shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. MGC shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor pedestrian and traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any MGC personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that MGC chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, MGC may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

For each MGC employee requiring access to a BellSouth Premises pursuant to this agreement, MGC shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, MGC will disclose the nature of the convictions to BellSouth at that time. In the alternative, MGC may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

At BellSouth's request, MGC shall promptly remove from the BellSouth's premises any employee of MGC BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth.

Notification to BellSouth. BST reserves the right to interview MGC's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide 24 hours notice (or shorter notice as may be agreed by the parties as reasonable under the circumstances) to MGC's Security contact of such interview. MGC and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving MGC's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill MGC for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that MGC's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill MGC for BellSouth property which is stolen or damaged where an investigation determines the culpability of MGC's employees, agents, or contractors and where MGC agrees, in good faith, with the results of such investigation. MGC shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee found to have violated the security and safety requirements of this section. MGC shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

3. All of the other provisions of the Amendment, dated May 26, 1998, shall remain in full force and effect.

4. 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.

MGC Communications, Inc.

By: C. Hudson

Name: Cornell Hudson

Title: VP - Net. Opns.

Date: 11-17-99

BellSouth Telecommunications, Inc.

By: Jerry Hendrix

Name: Jerry Hendrix

Title: Senior Director

Date: 11/18/99

**EXHIBIT 1
Attachment A**

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1A1	Security Access System			
	Security system*	Per Central Office	\$52.00	
	New Access Card Activation*	Per Card		\$55.00
	Administrative change, existing card*	Per Card		\$35.00
	Replace lost or stolen card*	Per Card		\$250.00

Rate "True-Up." The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, CLEC-1 shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to CLEC-1. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.