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Marshall M. Criser III  
Regulatory Vice President

RECORDS AND REPORTING

ORIGINAL

September 11, 2000

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

001370 - TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and COMPASS Telecommunications, 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 COMPASS Telecommunications, 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 COMPASS Telecommunications, Inc. The Commission approved the initial agreement between the companies in Order No. 99-0618-FOF-TP issued April 2, 1999 in Docket 990047-TP.

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

(24)

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

**ATTACHMENT TO TRANSMITTAL LETTER**

The Amendment entered into by and between COMPASS Telecommunications, Inc. and BellSouth Telecommunications, Inc., for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	1
<b>TOTAL</b>	<b>1</b>

**PLEASE FORWARD TO BELLSOUTH**

This amendment is intended to be inserted into the interconnection agreement in the section concerning directory listings:

**Release of Subscriber List Information to Independent Publishers**

Notwithstanding any provision(s) to the contrary, COMPASS TELECOMMUNICATIONS, INC. agrees to provide BellSouth, and BellSouth agrees to accept, COMPASS TELECOMMUNICATIONS, INC.'s Subscriber List Information (SLI) relating to COMPASS TELECOMMUNICATIONS, INC.'s customers in the geographic area(s) covered by this Interconnection Agreement. COMPASS TELECOMMUNICATIONS, INC. authorizes BellSouth to release all such COMPASS TELECOMMUNICATIONS, INC. SLI provided to BellSouth by COMPASS TELECOMMUNICATIONS, INC. to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such COMPASS TELECOMMUNICATIONS, INC. SLI shall be intermingled with BellSouth's own customer listings and shall not be differentiated from the BellSouth listings or from the listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved the modification to such tariffs.

No compensation shall be paid to COMPASS TELECOMMUNICATIONS, INC. for BellSouth's receipt of COMPASS TELECOMMUNICATIONS, INC. SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incur costs on an ongoing basis to administer the release of COMPASS TELECOMMUNICATIONS, INC. SLI, COMPASS TELECOMMUNICATIONS, INC. shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. BellSouth shall not be liable for the content or accuracy of any SLI provided by COMPASS TELECOMMUNICATIONS, INC. under this Agreement. COMPASS TELECOMMUNICATIONS, INC. shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate COMPASS TELECOMMUNICATIONS, INC. listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to COMPASS TELECOMMUNICATIONS, INC. any complaints received by BellSouth relating to the accuracy or quality of COMPASS TELECOMMUNICATIONS, INC. listings. The Parties shall negotiate the date for initial release of COMPASS TELECOMMUNICATIONS, INC. listings and subsequent updates. The COMPASS TELECOMMUNICATIONS, INC. listings and subsequent updates will be released consistent with BellSouth's required system changes and/or scheduling requirements.

*Wanda Allen*

Signature of Authorized Representative

Andrea Allen

Typed or Printed Name

VP President Network Ops

Title

ACCEPTED

*[Signature]*  
BellSouth Telecommunications, Inc.