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Tallahassee, Florida 32301-1556

Marshall M. Criser III  
Regulatory Vice President

January 19, 2001

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

010070-TP

Re: Docket 010070-TP Approval of an Amendment to the Interconnection, Unbundling, Resale, and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Cbeyond Communications, LLC 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 Cbeyond Communications, LLC 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 Cbeyond Communications, LLC. The Commission approved the initial agreement between the companies in Order No. 99-0630-FOF-TP issued April 2, 1999 in Docket 990146-TP. This amendment adds Multiple Tandem Access language.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Cbeyond Communications, LLC 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  
(2)

DOCUMENT NUMBER-DATE

00823 JAN 19 2001

FPSC-RECORDS REPORTING

**ATTACHMENT TO TRANSMITTAL LETTER**

The Agreement entered into by and between Cbeyond Communications, LLC and BellSouth Telecommunications, Inc., dated 10/11/2000, for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	2
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**FIRST  
AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
CBeyond COMMUNICATIONS, LLC AND  
BELLSouth TELECOMMUNICATIONS, INC.  
DATED JUNE 2, 2000**

Pursuant to this Amendment, (the "Amendment"), Cbeyond Communications, LLC ("Cbeyond"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 2, 2000 ("Agreement").

WHEREAS, BellSouth and Cbeyond entered into the Agreement on June 2, 2000,  
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 of Attachment 3, Local Interconnection, of the Agreement is hereby amended by adding new sub-sections 3.1 – 3.5 for Multiple Tandem Access as set forth in Exhibit A of this Amendment.
2. All of the other provisions of the Agreement, dated June 2, 2000, 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.

**Cbeyond Communications, Inc.**

By: Julia O. Straw  
Name: Julia O. Straw  
Title: Vice President  
Date: 10-4-00

**BellSouth Telecommunications, Inc.**

By: Jerry Hendrix  
Name: Jerry Hendrix  
Title: Senior Director  
Date: 10/11/2000

## Exhibit A

- 3.1 **BellSouth Multiple Tandem Access (MTA)** provides for LATA wide BellSouth transport and termination of Cbeyond-originated intraLATA toll and Local Traffic, that is transported by BellSouth, by establishing an interconnection trunk group(s) at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, Cbeyond must still establish an interconnection trunk group(s) at all BellSouth access tandems where Cbeyond NXXs are "homed". If Cbeyond does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, Cbeyond can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where Cbeyond does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.
- 3.2 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on Cbeyond's NXX Access Tandem homing arrangement as specified by Cbeyond in the national Local Exchange Routing Guide (LERG).
- 3.3 For Cbeyond-originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Party network (Transit Traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.
- 3.4 The Parties agree that compensation for the BellSouth transport and/or termination of Cbeyond's Local Traffic and intraLATA toll traffic will be billed on a statewide basis at the applicable rates specified in Attachment 11, Exhibits 1 - 9 for Local Traffic and at the BellSouth intrastate switched access tariff rates for intraLATA toll traffic.
- 3.5 To the extent Cbeyond does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, Cbeyond must establish an interconnection trunk group(s) to every access tandem in the calling area in order to serve the entire calling area. To the extent Cbeyond does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish an interconnection trunk group(s) to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent Cbeyond routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, Cbeyond agrees to pay BellSouth the associated transport and termination charges.