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**Marshall M. Criser III**  
Regulatory Vice President

June 4, 2001

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

*010802-TP*

Re: Approval of an Amendment to the Interconnection, Unbundling, and Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and XO Florida, Inc. f/n/a NEXTLINK Florida, 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 XO Florida, Inc. f/n/a NEXTLINK Florida, 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 XO Florida, Inc. f/n/a NEXTLINK Florida, Inc. The Commission approved the initial agreement between the companies in Order No. 98-1324-FOF-TP issued October 12, 1998 in Docket 980886-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and XO Florida, Inc. f/n/a NEXTLINK Florida, 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  
(22)

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING



**ATTACHMENT TO TRANSMITTAL LETTER**

The Amendment entered into by and between and BellSouth Telecommunications, Inc. and XO Florida, Inc. dated, April 23, 2001 for the state of Florida consists of the following:

ITEM	NO. PAGES
Amendment	3
TOTAL	3



**Amendment to Master  
Interconnection Agreement between  
XO Florida, Inc. and  
BellSouth Telecommunications, Inc.  
Dated June 23, 1998**

Pursuant to this Agreement (the "Agreement"), XO Florida, Inc. ("XO") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Master Interconnection Agreement ("the Agreement") between BellSouth and XO dated June 23, 1998.

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, XO and BellSouth hereby covenant and agree as follows:

1. Delete in its entirety the Local Traffic definition in the General Terms and Conditions and replace with a new definition as follows:

1.1            Local Traffic. Local traffic shall be as is defined in Section 8 of Attachment 3.

2. Delete in its entirety Section 3.9.3 of Attachment 3 and replace with a new Section 3.9.3 as follows:

3.9.3            Multiple Tandem Access. This arrangement shall provide for ordering interconnection to a single access tandem or, at a minimum, less than all access tandems, within the LATA for XO's terminating traffic, BellSouth's terminating traffic, and transit traffic to and from other ALECs, IXCs, ITCs, Wireless Carriers, etc. This arrangement can be ordered in any of the aforementioned configurations (i.e., one-way trunks, two-way trunks, and/or super group). When using MTA, the charges as specified in the Interconnection Agreement for the additional transport and tandem switching will be assessed on an elemental basis in addition to the reciprocal compensation or inter-carrier compensation rate set forth in Section 8. Notwithstanding the foregoing, in the situation of tandem exhaust at any particular tandem, where the Parties choose MTA as an alternative routing plan, the Parties will negotiate in good-faith appropriate rates, terms and conditions for MTA.

3. Delete in its entirety Section 8 of Attachment 3 and replace with a new Section 8 as follows:

**8. Interconnection Compensation**

8.1            **Compensation for Call Transportation and Termination for Local Traffic and Inter-Carrier Compensation for ISP Bound Traffic**



8.1.1 Local Traffic is defined as any telephone call that originates and terminates in the same LATA and is billed by the originating party as a local call.

8.1.2 The Parties will compensate each other on a mutual and reciprocal basis for the transport and termination of Local Traffic and ISP-bound traffic at the following rates:

1/1/01-6/22/01

\$0.00175 per MOU

8.1.3 The Parties have been unable to agree upon whether dial up calls to Information Service Providers ("ISPs") should be considered Local Traffic for purposes of this Agreement. However, without prejudice to either Party's position concerning the application of reciprocal compensation to ISP-bound traffic, the Parties agree for purposes of this Agreement only to compensate each other for the delivery of ISP bound traffic as set forth in Section 8.1.2. It is expressly understood and agreed that this compensation arrangement for ISP-bound traffic is being entered into in consideration for a waiver and release by each party for any and all claims for reciprocal compensation for ISP-bound traffic exchanged between the parties prior to December 31, 2000, which is hereby given.

8.1.3.1 The Parties recognize and agree that the FCC will issue subsequent decisions on ISP-bound traffic and/or Local Traffic ("Subsequent Decisions"). The Parties expressly agree that, once such an FCC order is effective, they will amend, within 45 calendar days, this Attachment and the parties' current Interconnection Agreement to implement such Subsequent Decision on a going forward basis, retroactive to the effective date of the Subsequent Decision. In the event that the FCC order prescribes treatment only for ISP-bound traffic, and not Local Traffic, either Party may request to renegotiate the rates for Local Traffic contained in Section 8.1.2 in the Amendment incorporating the FCC order. The Parties further agree that there will be no true-up of amounts paid prior to the effective date of the Subsequent Decision.

8.1.3.2 XO agrees that it will not seek to elect reciprocal compensation or inter-carrier compensation for rates, terms, or conditions from another interconnection agreement that are inconsistent with the provisions set forth in Sections 8.1.1-8.1.3.2, as well as Section 15.1 of the General Terms and Conditions prior to a Subsequent Decision. After a Subsequent Decision, XO may seek to elect reciprocal compensation or inter-carrier compensation rates, terms, and conditions from another interconnection agreement in accordance with the provisions of the Subsequent Decision.

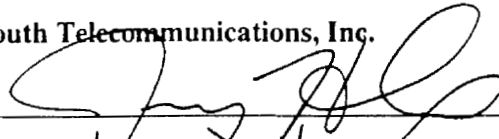
All other provisions of the Interconnection Agreement, dated June 23, 1998, shall remain in full force and effect.


Either or both of the Parties are authorized to submit this Amendment to the appropriate state Commissions 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.

**BellSouth Telecommunications, Inc.**  
By:   
Name: Jerry D. Hendry  
Title: Exec. Director  
Date: 4/23/01

**XO Florida, Inc.**  
By:   
Name: R. Gerard Saleme  
Title: Senior Vice President  
Date: 4-18-01

