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September 25, 2001

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

RECEIVED-FPSC
01 SEP 25 PM 4:50
COMMISSION
CLERK

Re: Approval of an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and McLeodUSA Telecommunications Services, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

011258-TP

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and McLeodUSA Telecommunications Services, 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 McLeodUSA Telecommunications Services, Inc. . The initial agreement between the companies was filed in Docket 010769-TP, on May 21, 2001, and was deemed effective by operation of law on August 21, 2001. This amendment updates the terms and rates for the handling of ISP traffic in the original agreement.

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

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between McLeodUSA Telecommunications Services, Inc. and BellSouth Telecommunications, Inc., dated , August 3, 2001 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

ITEM	NO. PAGES
ISP Amendment	2
TOTAL	2

**AMENDMENT
TO THE
AGREEMENT BETWEEN
MCLEODUSA TELECOMMUNICATIONS SERVICES, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED APRIL 5, 2000**

Pursuant to this Amendment, (the "Amendment"), McLeodUSA Telecommunications Services, Inc. ("McLeodUSA"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated April 5, 2000 ("Agreement").

WHEREAS, BellSouth and McLeodUSA entered into the Agreement on April 5, 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. Delete in its entirety Section(s) 6, 6.1, 6.1.1, 6.1.2, 6.1.3, 6.1.3.1, 6.1.3.2, 6.1.4, and 6.2 and replace with new Section(s) 6, 6.1, 6.1.1, 6.1.2, 6.1.2.1, 6.1.3 and 6.1.4 as follows:

6. Interconnection Compensation

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

6.1.1 Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange.

6.1.2 ISP-bound Traffic is defined as calls to an Internet Service Provider or Information Service Provider ("ISPs") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange or local calling area to an ISP server or modem in the same exchange or local calling area. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information traffic subject to interstate access.

6.1.2.1 The Parties will compensate each other on a mutual and reciprocal basis for the transport and termination of Local Traffic at the following rates:

Effective Date – 12/31/01	\$.00175 per MOU
1/1/02 – 12/31/02	\$.00150 per MOU


6.1.3 The Parties will utilize bill and keep to compensate each other for ISP-bound Traffic. Pursuant to the FCC's Intercarrier Compensation for ISP-Bound Traffic, *Order on Remand and Report and Order*, CC Dkt. Nos. 96-98 and 99-68, FCC 01-31 (rel. April 27, 2001), all traffic that exceeds a 3 to 1 ratio is ISP-bound Traffic.

6.1.4 Neither Party shall represent switched access traffic as Local Traffic for purposes of payment of reciprocal compensation.

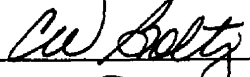
2. All of the other provisions of the Agreement, dated April 5, 2000, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications 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.

McLeodUSA Telecommunications Services, Inc.

By: 
Name: David R. Conn
Title: Vice President
Date: 07/27/01

BellSouth Telecommunications, Inc.

By: 
Name: C.W. BOETZ
Title: MANAGING DIRECTOR
Date: 8-3-01