

BellSouth Telecommunications, Inc.

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Marshall M. Criser III
Vice President
Regulatory & External Affairs

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ORIGINAL

July 24, 2002

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
02 JUL 24 PM 4:42
COMMISSION
CLERK

020802-TP

Re: Approval of Amendment to the Interconnection, Unbundling, Resale, and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Focal Communications Corporation of Florida 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 Focal Communications Corporation of Florida 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 Focal Communications Corporation of Florida. The initial agreement between the companies was filed in FPSC Docket No. 010833-TP,

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 Focal Communications Corporation of Florida 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 agree that neither of these reasons exists as to the agreement they have negotiated and therefore, as such this amendment should be deemed effective by operation of law on October 22, 2002.

Very truly yours,

Marshall M. Criser III

Regulatory Vice President (KA)

RECEIVED & FILED
RLM
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

07750 JUL 24 02

FPSC-COMMISSION CLERK

ORIGINAL

By and Between

BellSouth Telecommunications, Inc.

AND

**Focal Communications Corporation
(NOT in FL)**

AND

Focal Communications Corporation of Florida

AND

**Focal Communications Corporation of Georgia
(NOT in FL)**

020802-TP

DOCUMENT NUMBER - DATE

07750 JUL 24 88

FPSC-COMMISSION CLERK

AMENDMENT
TO THE
AGREEMENT BETWEEN
FOCAL COMMUNICATIONS CORPORATION, FOCAL COMMUNICATIONS CORPORATION OF
FLORIDA, AND FOCAL COMMUNICATIONS CORPORATION OF GEORGIA
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED FEBRUARY 22, 2001

Pursuant to this Amendment, (the "Amendment") Focal Communications Corporation, Focal Communications Corporation of Florida, and Focal Communications Corporation of Georgia ("Focal Communications") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated February 22, 2001 ("Agreement").

WHEREAS, BellSouth and Focal Communications entered into the Agreement on February 22, 2001, 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. Attachment 1, Resale, Section 6.7, is hereby deleted in its entirety and replaced with new Section 6.7, as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. Attachment 7, Billing and Billing Accuracy Certification, Section 1.8, is hereby deleted in its entirety and replaced with a new Section 1.8, as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
3. All of the other provisions of the Agreement, dated June 30, 2000, shall remain in full force and effect.
4. Either or both of the Parties are 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 and shall be deemed effective the date of the last signature of both Parties.

BellSouth Telecommunications, Inc.

By: Greg Follensbee

Name: Greg Follensbee

Title: Senior Director

Date: 6/24/02

Focal Communications Corporation, Inc.

By: John Barnicle

Name: JOHN BARNICLE

Title: PRESIDENT & C.O.O.

Date: 6/17/2002



Attachment 1 – Resale

- 6.7 Focal Communications shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form). The fact that a security deposit has been made in no way relieves Focal Communications from complying with BellSouth's regulations as to advance payments. Any such security deposit shall in no way release Focal Communications from its obligation to make complete and timely payments of its bill. Focal Communications shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security. Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Focal Communications fails to remit to BellSouth any deposit requested pursuant to this Section, service to Focal Communications may be terminated, and any security deposits will be applied to Focal Communications' account(s).

Attachment 7 - Billing and Billing Accuracy Certification

- 1.8 Focal Communications shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form). Any such security deposit shall in no way release Focal Communications from its obligation to make complete and timely payments of its bill. Focal Communications shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security. Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Focal Communications fails to remit to BellSouth any deposit requested pursuant to this Section, service to Focal Communications may be terminated, and any security deposits will be applied to Focal Communications' account(s). In the event that Focal Communications defaults on its account, service to Focal Communications will be terminated, and any security deposits held will be applied to its account.