

BellSouth Telecommunications, Inc.
Suite 400
150 South Monroe Street
Tallahassee, FL 32301-1556

marshall.criser@bellsouth.com

January 28, 2003

Marshall M. Criser III
Vice President
Regulatory & External Affairs

850 224 7798
Fax 850 224 5073

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

030090 -JP

Re: Approval of Two Amendments to the Interconnection, Unbundling, Resale, and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and ITC Deltacom Communications, Inc. d/b/a ITC Deltacom pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant the Telecommunications Act of 1996, BellSouth and ITC Deltacom Communications, Inc. d/b/a ITC Deltacom are submitting to the Florida Public Service Commission their negotiated agreement for the interconnection, unbundling of specific network elements, collocation of BellSouth networks, and resale of their telecommunications services to ITC Deltacom Communications, Inc. d/b/a ITC Deltacom. The agreement was negotiated pursuant to sections 251, 252 and 271 of the Act. The initial agreement between the companies was filed in FPSC Docket No. 990750-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 ITC Deltacom Communications, Inc. d/b/a ITC Deltacom within 90 days of its submission. The Act provides that the Commission may only reject such an amendment if it finds that the amendment, or any portion of the amendment, discriminates against a telecommunications carrier not a party to the amendment or if the implementation of the amendment or any portion of the amendment is not consistent with the public interest, convenience and necessity. Both parties agree that neither of these reasons exists as to the amendment they have negotiated. Therefore, this amendment should be deemed effective by operation of law on April 28, 2003.

Very truly yours,



Regulatory Vice President

(KA)

DOCUMENT NUMBER-DATE

00910 JAN 28 8

FPSC-COMMISSION CLERK

AMENDMENT
TO THE
AGREEMENT BETWEEN
ITC^DELTA COM COMMUNICATIONS, INC. D/B/A ITC^DELTA COM
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED FEBRUARY 9, 2001

Pursuant to this Amendment, (the "Amendment"), ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom, ("ITC^DeltaCom") 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 9, 2001, ("Agreement").

WHEREAS, BellSouth and ITC^DeltaCom entered into the Agreement on February 9, 2001, and;

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, ITC^DeltaCom has requested that BellSouth make available Section 2.16.7 in Attachment 2 of the Supra Telecommunications and Information Systems, Inc.'s Interconnection Agreement executed between BellSouth and Supra Telecommunications and Information Systems, Inc. dated July 15, 2002 for the state(s) of Florida.


NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, ITC^DeltaCom and BellSouth hereby agree as follows:

1. ITC^DeltaCom and BellSouth shall adopt Section 2.16.7 in Attachment 2 of the Supra Telecommunications and Information Systems, Inc.'s Interconnection Agreement dated July 15, 2002.
2. The Parties agree that the adopted provision will be added to Attachment 2, Section 8 of ITC^DeltaCom Interconnection Agreement as follows:
 - 8.6.3.7 Where a BellSouth voice customer who is subscribing to BellSouth FastAccess Internet Service converts its voice service to ITC^DeltaCom utilizing a UNE-P line, BellSouth will continue to provide FastAccess service to that end user.
3. The term of this Agreement shall be effective upon the date of last signature, and shall expire on December 31, 2002, in accordance with Section 2 of the General Terms and Conditions of the Interconnection Agreement between BellSouth and ITC^DeltaCom.

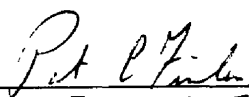
4. All of the other provisions of the Agreement, dated February 9, 2001, shall remain in full force and effect.
5. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications 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.

ITC^DeltaCom Communications, Inc.
d/b/a ITC^DeltaCom

By: 
Name: JERRY WATTS
Title: VICE PRESIDENT
Date: 11-21-02

BellSouth Telecommunications, Inc.

By: 
Name: PATRICK FINLEY
for Elizabeth R. A. Shiroishi
Title: Assistant Director
Date: 12-03-02

**AMENDMENT
TO THE
AGREEMENT BETWEEN
ITC^DELTACOM COMMUNICATIONS, INC. D/B/A ITC^DELTACOM
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED FEBRUARY 9, 2001**

Pursuant to this Amendment, (the "Amendment"), ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom. ("ITC^DeltaCom"), 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 9, 2001 ("Agreement") shall be deemed effective December 31, 2002.

WHEREAS, BellSouth and ITC^DeltaCom entered into the Agreement on February 9, 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. The Parties mutually agree to delete in its entirety Section 1.1, General Terms and Conditions of the Interconnection Agreement and replace with Section 1.1, incorporated herein as follows:
 - 1.1 The term of this Agreement shall expire on June 30, 2003.
2. The Parties hereby mutually agree to amend Section 6.1.2 of Attachment 3 of the Interconnection Agreement to include the following rates, which shall be implemented on the dates as set forth below:

Effective:	Rate Applicable
01/01/03 - 06/13/03	\$0.001
06/14/03 - Expiration of Agreement	\$0.0007

3. The Parties hereby mutually agree to delete Section 4.5.1 of Attachment 3 of the Interconnection Agreement and replace with Section 4.5.1, incorporated herein as follows:
 - 4.5.1 Where the interconnection is via B-link connections, charges for the SS7 interconnection elements (including port charges, SS7 Network Usage, and the SS7 link) shall be bill and keep.
4. The Parties hereby mutually agree to delete the rates associated with SS7 B-link port, link and usage from Table 1 of Attachment 11 and replace with the rates in Exhibit A attached hereto and incorporated herein by this reference.
5. All of the other provisions of the Agreement, dated February 9, 2001 as amended, shall remain in full force and effect.
6. 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

ITC^DeltaCom Communications, Inc.
d/b/a ITC^DeltaCom

BellSouth Telecommunications, Inc.

By: Jerry Watts *with permission*
Name: Jerry Watts

By: Elizabeth R. A. Shiroishi
Name: Elizabeth R. A. Shiroishi

Title: Vice President, Regulatory

Title: Assistant Director, Interconnection Services

Date: 12-18-02

Date: 12-18-02

ITC FL Amend Term

EXHIBIT A

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 11		Table 1			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)						
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEK	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Desigantions by C O, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																			
SIGNALING (CCS7)																			
	CCS7 Signaling Termination, Per A-Link, Per STP Port			UDB	PT8SX	135 05													
	CCS7 Signaling Termination, Per B-Link, Per STP Port			UDB	PT8SX	0 00													
	CCS7 Signaling Usage, Per A-Link, Per TCAP Message			UDB		0 0000607													
	CCS7 Signaling Usage, Per B-Link, Per TCAP Message			UDB		0 00													
	CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	17 93	43 57	43 57	18 31	18 31		11 90							
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	0 00	0 00	0 00	0 00	0 00		0 00							
	CCS7 Signaling Usage, Per A-Link ISUP Message			UDB		0 0000152													
	CCS7 Signaling Usage, Per B-Link ISUP Message			UDB		0 00													
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	0 00													
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46 03	46 03	46 03	46 03		11 90							