

**BELLSOUTH**

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

marshall.criser@bellsouth.com

**Marshall M. Criser III**  
Vice President  
Regulatory & External Affairs

850 224 7798  
Fax 850 224 5073

January 28, 2003

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

030093 -TP

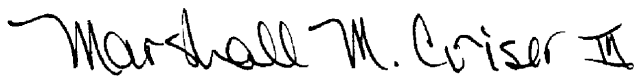
Re: Approval of Amendment to the Interconnection, Unbundling, Resale, and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Focal Communications Corporation of Florida pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant the Telecommunications Act of 1996, BellSouth and Focal Communications Corporation of Florida 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 Focal Communications Corporation of Florida. 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. 010883-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 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 (RA)

DOCUMENT NUMBER DATE

00913 JAN 28 8

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**


This Agreement refers to the Interconnection Agreement ("the Agreement") entered into by Focal Communications Corporation, Focal Communications Corporation of Florida, and Focal Communications Corporation of Georgia ("Focal Communications") and BellSouth Telecommunications, Inc. ("BellSouth") on February 22, 2001. This Amendment ("Amendment") is made by and between Focal and BellSouth and shall be deemed effective on the date executed by Focal and BellSouth.

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, Focal and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. The Parties hereby mutually agree to add additional interconnection compensation rates for the period from January 1, 2003 to June 29, 2003 to Exhibit A of Attachment 3 of the Agreement with the new rates attached hereto as Exhibit 1 and incorporated herein by this reference.
2. All of the other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies 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.

**Focal Communications**


  
\_\_\_\_\_  
Signature

M. JAY SINDER  
\_\_\_\_\_  
Name

EVP & CFO  
\_\_\_\_\_  
Title

12/19/02  
\_\_\_\_\_  
Date

**BellSouth Telecommunications, Inc.**

  
\_\_\_\_\_  
Signature

ELIZABETH R. A. SKRAWSKI  
\_\_\_\_\_  
Name

Assistant Director  
\_\_\_\_\_  
Title

12/24/02  
\_\_\_\_\_  
Date

LOCAL INTERCONNECTION - Florida										Attachment: 3				Exhibit: A		
CATEGORY	NOTES	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
							Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)</b>																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3. The Parties will designate, through the reporting of the Percent Local Facility ("PLF") factor, the portion of switched dedicated facilities utilized for local traffic, and thus eligible for bill and keep.																
<b>COMPENSATION</b>																
Single Rate for Local and ISP-bound Traffic (1/1/03-6/28/03)							\$0.00100									

LOCAL INTERCONNECTION - Georgia										Attachment: 3		Exhibit: A				
CATEGORY	NOTES	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
							Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)</b>																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3. The Parties will designate, through the reporting of the Percent Local Facility ("PLF") factor, the portion of switched dedicated facilities utilized for local traffic, and thus eligible for bill and keep.																
<b>COMPENSATION</b>																
		Single Rate for Local and ISP-bound Traffic (1/1/03-6/29/03)					\$0.00100									