

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

904 224-7798
Fax 904 224-5073

A. M. Lombardo
Regulatory Vice President

November 24, 1997

ORIGINAL

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

971552-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and AT&T Wireless Services of 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 AT&T Wireless Services of 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 AT&T Wireless Services of Florida, Inc. An initial interconnection agreement between these two parties is already on file with the Commission.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and AT&T Wireless Services of 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,

A. M. Lombardo

Regulatory Vice President

(2R)

DOCUMENT NUMBER-DATE

12070 NOV 24 5

FPSC-RECORDS/REPORTING

FIRST AMENDMENT

TO

INTERCONNECTION AGREEMENT BETWEEN
AT&T WIRELESS SERVICES OF FLORIDA, INC. ("AWS") AND BELL SOUTH
TELECOMMUNICATIONS, INC. ("BellSouth") EFFECTIVE
MARCH 1, 1997

WHEREAS, pursuant to sections 251 and 252 of the Telecommunications Act of 1996, AWS and BellSouth entered into an interconnection agreement (the "Agreement") for the rates, terms, and conditions of the exchange of traffic between the parties to be effective March 1, 1997;

WHEREAS, the Agreement was approved by the Florida Public Service Commission on June 12, 1997 by Order No. PSC-97-701-FOF-TP;

WHEREAS, the Agreement provided for an "Interim LATA-wide Additive" that was included in Type 1, Type 2A and Type 2A-CCS7 rates, subject to further negotiation by the parties; and

WHEREAS, AWS and BellSouth have negotiated a Final LATA-wide Additive as set forth herein.

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, AWS and BellSouth hereby covenant and agree as follows:

1. Section V of the Agreement is hereby revised to read as follows:

V. Modification of Rates

A. The LATA-wide Additive reflected in Attachment B-1 for Type 1, Type 2A and 2A-CCS7 rates is intended to compensate BellSouth for additional transport and other costs associated with transporting and terminating Local Traffic throughout a LATA instead of only within local calling areas, including EAS routes, as defined by the Commission as of the Effective Date. From the Effective Date until the date of the Certification described in paragraph B of this section, the LATA-wide Additive shall be \$.000516 per minute. The parties shall make the adjustment, or "true-up" described in the original Section V of the Agreement for the purpose of applying the Final LATA-wide Additive back to the Effective Date of the Agreement.

B. If and when AWS certifies that it is routing and delivering all AWS originated traffic directly to the correct BellSouth tandem or end office serving the NPA-NXX of the end

user for which each AWS call is destined (the "Certification"), then commencing on the date that Certification is completed until the expiration or termination of the Agreement, the LATA-wide Additive shall be \$.000048 per minute. The Certification shall be submitted by AWS in writing, shall be signed by an officer authorized to bind AWS, and shall be deemed completed when delivered to BellSouth pursuant to the Notices section of this Agreement. AWS and BellSouth agree that from the date of Certification, BellSouth shall have the right, at its sole discretion, to block any traffic that is not routed and delivered by AWS pursuant to the terms of the Certification.

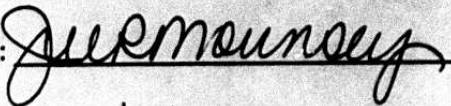
2. Attachment B-1 of the Agreement is hereby revised and replaced with Attachment B-1 (Amended) appended hereto and made a part hereof.

3. The parties agree that except as specifically modified by this Amendment all other provisions of the Agreement shall remain in full force and effect.

4. The parties further agree that either or both of the parties is authorized to submit this Amendment to the Florida Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment for approval subject to Section 252(e) of the 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.

AT&T Wireless Services of Florida, Inc.
for itself and on behalf of the Carriers
listed on Attachment A of the Agreement

By: 

DATE: 11/11/97

BellSouth Telecommunications, Inc.

By: 

DATE: 11/07/97

ATTACHMENT B-1(Amended)

Florida

A. Except as for those services for which no usage charges are applicable in BellSouth's tariffs as of the Effective Date, the rate that each party shall pay to the other for the transport and termination of Local Traffic shall be as follows, subject to the adjustment identified in paragraph C below:

- (1) For Types 1, 2A, and 2A-CCS7
Interconnection: \$.003776

- (2) For Types 2B and 2B-CCS7
Interconnection: \$.002

B. With respect to amounts to be charged to BellSouth, the Type 2B and Type 2B-CCS7 rate above shall only apply to Local Traffic that BellSouth delivers to any Carrier's MSC via a direct trunk from a BellSouth end office (a) to which Carrier has a Type 2B interconnection facility and (b) that serves the same BellSouth subscribers to which Carrier may terminate Local Traffic over such Type 2B interconnection facility; other Local Traffic subject to usage charges shall be billed to BellSouth at the Type 2A rate set forth above.

C. The Type 1, Type 2A, and Type 2A-CCS7 rate set forth above includes \$.000516 as a LATA-wide Additive. This LATA-wide Additive is subject to the adjustment pursuant to the Certification process described in Section V of the Agreement, as amended. If and when the Certification is completed, the rates above for Type 1, Type 2A, and Type 2A-CCS7 interconnection will be adjusted downward, commencing on the date of Certification, to reflect the post-Certification LATA-wide Additive of \$.000048.