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

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BELLSOUTH

Marshall M. Criser III **Regulatory Vice President**

October 7, 1999

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

850 224-7798

991559-TP

Approval of an Amendment to the Interconnection Agreement Negotiated by Re: BellSouth Telecommunications, Inc. ("BellSouth") and Mebtel Integrated Communications Solutions, LLC 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 Mebtel Integrated Communications Solutions, LLC 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 Mebtel Integrated Communications Solutions, LLC. The Commission approved the initial agreement between the companies in Order No. PSC-99-0551-FOF-TP issued March 26, 1999 in Docket 990028-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Mebtel Integrated Communications Solutions, LLC 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,

arshall M. Criser II

Regulatory Vice President

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ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between Mebtel Integrated Communications Solutions, LLC and BellSouth Telecommunications, Inc., dated September 24, 1999 for all nine states in the BellSouth region consists of the following:

ITEM	NO. PAGES
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TOTAL	3

Fifth Amendment to Interconnection Agreement

by and between

BELLSOUTH TELECOMMUNICATIONS, INC.

and

MEBTEL INTEGRATED COMMUNICATIONS SOLUTIONS, LLC, d/b/a INTEGRATED COMMUNICATIONS SOLUTIONS

This Agreement refers to the Interconnection Agreement ("the Agreement") entered into by Mebtel Integrated Communications Solutions, LLC, d/b/a Integrated Communications Solutions ("ICS") and BellSouth Telecommunications, Inc. ("BellSouth") on December 18, 1998. This Amendment ("Amendment") is made by and between ICS and BellSouth and shall be deemed effective on the date executed by ICS 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, ICS and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. BellSouth and ICS agree to remove Attachment 3, Section 3 of their existing Agreement in its entirety and replace it with the new Attachment 3, Section 3 as follows:

3. Methods of Interconnection

Interconnection for telephone exchange service and exchange access shall be either at BellSouth access tandems, local tandems and/or at BellSouth end offices within a local calling area or other authorized area (e.g., an Extended Area Service Zone), or by multiple tandem access as set forth in 3.1. Interconnection is available through: (1) virtual collocation; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other company.

3.1 BellSouth <u>Multiple Tandem Access</u> (MTA) provides for LATA wide BellSouth transport and termination of ICS-originated local and BellSouth transported intraLATA toll traffic by establishing a Point of Interconnection at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, ICS must still establish Points of Interconnection at all BellSouth access tandems where ICS NXXs are "homed". If ICS does not have

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NXXs homed at a BellSouth access tandem within a LATA and elects not to establish Points of Interconnection at such BellSouth access tandem, ICS can order MTA in each BellSouth access tandem within the LATA where it does have a Point of Interconnection and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where ICS does not have a Point of Interconnection. MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

- 3.1.1 The Point of Interconnection is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination.
- 3.1.2 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on ICS's NXX Access Tandem homing arrangement as specified by ICS in the national Local Exchange Routing Guide (LERG).
- 3.1.3 For ICS-originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Party network (transit traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.
- 3.1.4 With MTA, compensation for the termination of ICS's local traffic will be billed on an elemental basis at the rates specified in Attachment 11 on a statewide basis.
- 3.1.5 To the extent ICS does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, ICS must establish Points of Interconnection to every access tandem in the calling area in order to serve the entire calling area. To the extent ICS does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish a Point of Interconnection to additional BellSouth access tandems that serve end offices outside the local calling area.

2. The Parties agree that all other provisions of the Agreement, dated December 18, 1998, shall remain in full force and effect.

3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the 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 federal Telecommunications Act of 1996.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Mebtel Integrated Communications Solutions, LLC, d/b/a Integrated Communications

Solutions 57AI Signature

Bruce J. Becker Name

<u>President</u> Title

9-8-1999

Date

BellSouth Telecommunications, Inc.

Signature Jerry D. Hendrix

Name

Senior Director-Interconnection Services Title

24/99 Date

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