## **@ BELLSOUTH**

BellSouth Telecommunications, Inc.

850 224-7798 Fax 850 224-5073 Marshall M. Criser III Regulatory Vice President

Suite 400

150 South Monroe Street Tallahassee, Florida 32301-1556

January 26, 2000

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



Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and IntraLEC, 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 IntraLEC, 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 IntraLEC, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-99-2413-FOF-TP issued December 8, 1999 in Docket 991234-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and IntraLEC, 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,

Regulatory Vice President

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## ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between IntraLEC, Inc. and BellSouth Telecommunications, Inc., dated 11/29/1999, for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	2
TOTAL	2

## AMENDMENT TO THE INTRALEC, INC. AND BELLSOUTH INTERCONNECTION AGREEMENT DATED JULY 22, 1999

Pursuant to this Amendment to the IntraLEC, Inc./BellSouth Interconnection Agreement (the "Amendment"), for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, IntraLEC, Inc. ("IntraLEC") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend the IntraLEC/BellSouth Interconnection Agreement dated July 22, 1999 ("Interconnection Agreement").

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, IntraLEC and BellSouth hereby covenant and agree as follows:

- 1. The Parties agree that BellSouth will, upon request, provide IntraLEC Multiple Tandem Access for Local Interconnection as set forth below. The following provisions are hereby added to Attachment 3 of the Interconnection Agreement:
  - 3.1 Multiple Tandem Access (MTA). BellSouth Multiple Tandem Access (MTA) provides for LATA wide BellSouth transport and termination of IntraLEC-originated intraLATA toll and local traffic, that is transported by BellSouth, by establishing a Point of Interconnection at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, IntraLEC must still establish Points of Interconnection at all BellSouth access tandems where IntraLEC NXXs are "homed". If IntraLEC does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish Points of Interconnection at such BellSouth access tandem, IntraLEC 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 IntraLEC does not have a Point of Interconnection. MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.
  - 3.1.1 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 IntraLEC's NXX Access Tandem homing arrangement as specified by IntraLEC in the national Local Exchange Routing Guide (LERG).
  - 3.1.2 For IntraLEC-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.
  - 3.1.3 The Parties agree that compensation for the BellSouth transport and/or termination of IntraLEC's local and intraLATA toll traffic will be billed on a

statewide basis at the applicable rates specified in Attachment 11 to this Agreement for local traffic and at the BellSouth intrastate switched access tariff rates for intraLATA toll traffic.

- 3.1.4 To the extent IntraLEC does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, IntraLEC must establish Points of Interconnection to every access tandem in the calling area in order to serve the entire calling area. To the extent IntraLEC 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. To the extent IntraLEC routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, IntraLEC agrees to pay BellSouth the associated transport and termination charges.
- 2. All of the other provisions of the Agreement shall remain unchanged and in full force and effect.
- 3. Either or both of the Parties is 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.

IntraLEC, Inc.,	BellSouth Telecommunications, Inc.
22	Lung W
Signature	Signature
R. Meraland	Jem Dittendric
Printed Name	Printed Name
Tresident	Dr. Director
Title	Title
11/22/99	11/29/99
Date	Date /