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## **@ BELLSOUTH**

BellSouth Telecommunications, Inc. Suite 400 850 224-7798 Fax 850 224-5073

150 South Monroe Street Tallahassee, Florida 32301-1556

February 11, 2000

ORIGINAL

Marshall M. Criser III
Regulatory Vice President

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

000170-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and WorldCom Technologies, 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 WorldCom Technologies, 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 WorldCom Technologies, Inc. The Commission approved the initial agreement between the companies in Order No. 99-1828-FOF-TP issued September 20, 1999 in Docket 990831-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and WorldCom Technologies, 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 Amendment entered into by and between WorldCom Technologies, Inc. and BellSouth Telecommunications, Inc., dated 12/22/99, for the state of Florida consists of the following:

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## FIRST AMENUMENT TO BELLSOUTHWITH INTERCONNECTION AGREEMENT OATED DECEMBER 1, 1898

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("GellSouth") and WorldCorn Technologies. Inc. ("WTI"), hereinafter referred to collectively as the "Parties." hereby agree to amend the Florida Agreement between the Parties dated December 1, 1998 ("Agreement").

NCW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and WTI hereby covenant and agree as follows:

1. The Parties hereby agree to amand, and to add the following definition to. Part 8, "Definitions," of the interconnection Agreement:

"Joint Optical Interconnection" means an interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) using a Synchronous Optical Network ("SONET") Transmittation System.

- 2. The Parties further hereby egree to add Section 1.2.3 of Attachment IV as follows:
  - 1.2.3 If the Parties mutually agree to interconnect pursuant to a Joint Optical Interconnection ("JO!") arrangement, WTI and BallSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall inforcement their networks for the transmission and routing of traffic at either the DSO, DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, WTI's SONET transmission must be compatible with BellSouth's equipment in the serving wire center and the Data Communications Chancel (DCC) must be turned off.
    - 1.2.3.1 The Parties shall jointly accrdinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.
    - 1.2.3.2 BaliSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in its Miams, FL

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Grande Central Office/tendem, elso known by its Common Language Location Marktiller ("CLLI") code of MIAMFLGR.

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- 1.2.3.3 WTI shall, wholly at its own exponse, procure, install and maintain the agreed upon SONET equipment in its Foint of Presence ("POP"), located at 8830 18<sup>th</sup> Terrace NW, Migrai, Ft., also known as MIANFLPV.
- 1.2.3.4 WTI shall designate a membrie or other suitable entry way located outside BellSouth's Grands Central Office in Mismi, Ft. (MIAMFLGR) and BullSouth shall make all necessary preparations to receive and to allow and enable WTI to deliver fiber optic facilities into that membrie, providing sufficient spars length of Optical Fire Resistance ("OPR") cable to reach the Fiber Optical Terminal ("FOT") equipment in MIAMFLGR, WTI shall deliver and maintain such strends wholly at its own expense. BellSouth shall take the fiber from the manifole and terminate it inside MIAMFLGR in the FOT equipment at BellSouth's expense. The WTI fiber route will be deemed the hittel or primary route ("Primary Route") for the JOI facility.
- 1.2.3.5 BellSouth shall designate a manhole or other suitable entry way outside WTI's POP (i.e., MiANFLPV) and WTI shall make an necessary preparations to receive and to allow and anable BellSouth to deliver fiber optic facilities into thes menhole, providing sufficient spare length of OFR cable to reach the FOT equipment at the MIANFLPV Wire Center. BellSouth shall deliver and maintain such atrands wholly at its own expense. WTI shall take the fiber from the manhole and terminate it inside the MIANFLPV Wire Center in the FOT equipment at WTI's expense. The SellSouth fiber route will be deemed the secondary or backup route ("Secondary Route") for the JOI facility.
- 1.2.3.6 The Parties shall use the JOI for delivery of treffic, including Local, transit and intraLATA, between the Parties. Provided, however, special scress traffic shall not be routed over the JOI.
- 1.2.3.7 In the event of a service interruption on the Primary Route, caused by a problem in WTT's facilities, WTI shall be deemed to have leased Dedicated Transport from BellSouth for WTI's transit traffic, for the dwatton of the service interruption that transit traffic to routed over the Secondary Route. WTI shall pay BellSouth for the minimum amount of Dedicated Transport necessary to provision the number of trunks used for transit traffic. The charges for Dedicated Transport abails to provise on a daily basis, for each day, or fraction thereof, that transit traffic is notted over the

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Secondary Route. There shall be no charge for Dedicated Transport provided the Secondary Route is used less than 2 hours.

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- 1.2.3.8 Except se set forth in Section 1.2.3.7, neither Party shall charge the other for the use of the JOI facility for the transmission of traffic to the other Party's location. However, appropriate call transport and termination charges and switched access charges, sesociated with the rest of either Party's natwork (e.g., offices subtending the Grande tandem), for Local Traffic and intral.ATA toil traffic shall apply in accordance with the Agreement and applicable Commission-approved switched access tariffs. Nothing in this Agreement shall after the charges assessed by either Party to a third party carrier for delivery of transit traffic. Charges for the use of the JOI for transit traffic shall be blind by WTI to the appropriate carrier. WTI shall not use the JOI to deliver traffic from an interexchange center to BeltSouth for termination to a BallSouth and user.
- 1.2.3.9 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter the Party's Wire Center through an entrurce facility separate from that from which the Party's own fiber exited.
- 1.2.3.10 The Parties shall cooperate with one another for the purpose of maintaining and testing the fiber-optic cable.
- 1.2.3.11 The Parties shall work cooperatively to determine the assignment control of the fiber strands that will be used for the JOI facility.
- 3. The Perties adknowledge that JOI is being implemented for the locations specified for the remainder of the term of the Agreement. Nothing herein shall be deemed to obligate the Parties to agree to a JOI architecture for any future agreement or for any other central offices.
- The Parties agree that all of the other provisions of the Interconnection.
   Agreement shall remain in full force and offset.
- 5. The Parties further agree that either or both of the Parties is authorized to submit this First Amendment to the appropriate 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 First Amendment to be executed by their respective duly authorized representatives on the date indicated below

WorldCom Technologies, Inc.

MeliSouth Telecommunications.

Ronald Breatment

President - Network and Technology

Jerry Hendrix

Senior Director - Interconnection

Services - Pricing

Date: /2/22/99\_\_\_\_

Date: 12/x1/55

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