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BellSouth Telecommunications, Inc.850 224-7798Suite 400Fax 850 224-5073150 South Monroe StreetTallahassee, Florida 32301-1556

RECORDS AND REPORTING Marshall M. Criser III Regulatory Vice President

March 20, 2000

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

000 336-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Columbia Communications, Inc. d/b/a Axessa 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 Columbia Communications, Inc. d/b/a Axessa 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 Columbia Communications, Inc. d/b/a Axessa. The Commission approved the initial agreement between the companies in Order No. 98-1450 issued October 26, 1999 in Docket 981004-TP. The parties have agreed to change the language of the first paragraph on page 2 of Attachment 4 to comply with Commission approved language.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Columbia Communications, Inc. d/b/a Axessa 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,

Marchall M. Cuper III

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AMENDMENT TO THE AGREEMENT BETWEEN COLUMBIA COMMUNICATIONS, INC. d/b/= Axessa AND BELLSOUTH TELECOMMUNICATIONS, INC. DATED JULY 22, 1996

Pursuant to this Agreement, (the "Amendment"), Columbia Telecommunications, Inc. ("Columbia") d/b/a Axesserand BellSouth Telecommunications, Inc. ("BellSouth"), hereinalter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated July 22, 1998 ("Agreement").

WHEREAS. BellSouth and Columbia entered into an Interconnection Agreement on July 22, 1998, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby ecknowledged, the Parties hereby covenant and agree as follows:

1. The Agreement entered into between BellSouth and Columbia, is hereby amanded to delete Attachment 4 in its entirety and replace it with a new Attachment 4 which incorporates herein as Exhibit 1, the rules set forth by the FCC in its Decision 99-48, Docket No. 98-147 following.

2. All of the other provisions of the Agreement, dated July 22, 1998, shall remain in full force and effect.

3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

Columbia Telecommunications, inc.

& Sallinder

Name: 3. 6. Sa Tille: General Manager

BellSouth Telecommunications, Inc.

ern Name:

Senior Director Title:

17 Date MAR 2 D 2000

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DIRECTOR - REG. RELATIONS Sent By: ; 🛸

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Attachment 4 Page 1

ATTACHMENT 4 Physical Collocation

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Attachment 4 Page 2

BELLSOUTH PHYSICAL COLLOCATION

All negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of collocation space.

1. SCOPE OF ATTACHMENT

1.1 <u>Scope of Attachment.</u> The rates, terms, and conditions contained within this Attachment shall only apply when Columbia is occupying the collocation space as a sole occupant or as a flost pursuant to Section 4.

1.2 <u>Right to occupy</u>. Subject to Section 4 of this Attachment, BellSouth hereby grants to Columbia a right to occupy that certain area designated by BellSouth within a BellSouth central office premises, of a size which is specified by Columbia and agreed to by BellSouth (hereinafter "Collocation Space"). Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth central office premises. The size specified by Columbia may contemplate a request for space sufficient to accommodate Columbia's growth within a two year period unless otherwise agreed to by the Parties.

1.2.1 <u>Space Reclamation</u>. In the event of space exhaust within a central office premises, Columbia may be required to release space to BellSouth to be allocated to other physical collocation applicants when a minimum of fifty percent of the total amount of space in Columbia's collocation arrangement is not being utilized within the first year of operation, or 100% of the total amount of space by the end of the second year of operation.

1.3 Use of Space. Columbia shall use the Collocation Space for the purposes of installing, maintaining and operating Columbia's equipment (to include testing and monitoring equipment) used or useful primarily to interconnect with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, Columbia may at its option, place Columbia-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, Columbia may connect to other interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by Columbia pursuant to section 5.6 following. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.4 <u>Rates and charges</u>. Columbia agrees to pay the rates and charges identified at Exhibit A attached hereto

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