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150 South Monroe Street  
Tallahassee, Florida 32301-1556

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Marshall M. Criser, III  
Regulatory Vice President

RECORDS AND REPORTING

January 13, 1999

990044TP

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 Sprint-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 Sprint-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 Sprint-Florida, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-97-1264-FOF-TP issued October 14, 1997 in Docket 970799-TP.

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

*Marshall M. Criser, III*

Regulatory Vice President  
(22)

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PSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE  
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PSC-REC. REC. REPORTING

Amendment No. 1

INTERCONNECTION AGREEMENT

This Amendment No. 1, between BellSouth Telecommunications, Incorporated ("BellSouth") and Sprint-Florida, Incorporated ("Sprint" hereafter collectively, "the Parties"), entered into and effective this 3<sup>rd</sup> day of December 1998, amends that certain Interconnection Agreement entered into by and between Sprint and BellSouth (the "Interconnection Agreement") the 1<sup>st</sup> day of July 1997, for the State of Florida.

NOW, THEREFORE, the Parties agree to amend the Interconnection Agreement as follows:

- A. Exhibit 1 to the Interconnection Agreement is hereby deleted in its entirety and is substitution thereof Exhibit 1 attached hereto is adopted. The rates set forth in Exhibit 1 are applicable to all transactions under this Agreement from July 1, 1997 through the expiration of this Agreement.
- B. Attachment 1, Section 1.1.2 is hereby deleted in its entirety and is substitution thereof is amended to read as follows:

"The Parties acknowledge that they dispute whether they should pay each other reciprocal compensation for Information Service (as that term is defined in the 1996 Act) Provider Traffic (ISP Traffic) under the scope of this Agreement. The FCC has stated that the issue is now before it (In re Federal-State Joint Board on Universal Service FCC 98-67, Report to Congress CC Docket No. 96-45, par. 106, n. 220, April 10, 1998) and numerous state commissions have addressed or will be addressing the issue. Accordingly, the parties agree to abide by a final and non-appealable determination of that issue by the appropriate legal and/or regulatory authority. Until such time as this issue is decided as set forth herein, the Parties agree that compensation is not appropriate under this Agreement for ISP Traffic."

- C. Except as amended herein, the Interconnection Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties thereto have caused this Amendment No. 1 to be Executed by their respective duly authorized representatives.

Approved and executed this 3<sup>rd</sup> day of December, 1998.

SPRINT-FLORIDA, INCORPORATED

BY: William E. Check

NAME: William E. Check

TITLE: VP Sales and Account  
Management

BELLSOUTH TELECOMMUNICATIONS,  
INCORPORATED

BY: Jerry D. Hendrix

NAME: Jerry D. Hendrix

TITLE: Director

**REVISED EXHIBIT 1**

**EXHIBIT 1**

**INTERCONNECTION AGREEMENT**

**Sprint and BellSouth Contractual Interconnection Rates**

**State: Florida**

<b>RATE ELEMENT</b>	<b>BELLSOUTH</b>	<b>SPRINT</b>
Local Switching:		
End Office Term., (Including transport, Per MOU)	\$0.0020	
End Office Term., (Excluding transport, Per MOU)		\$0.003671
Tandem Switching, (Including transport, Per MOU)	\$0.001250	
Tandem Switching, (Excluding transport, Per MOU)		\$0.002085
Combined EO, Tandem & Transport, Per MOU	\$0.003250	\$0.006467
Common Transport, Per MOU		\$0.000711