

RECEIVED-FPSC

BELLSOUTH

93 MAR -1 PM 4:25

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

850 224-7798
Fax 850 224-5073

Marshall M. Criser, III
Regulatory Vice President

RECORDS AND
REPORTING

March 1, 1999

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

990234-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Diamond Telephone Services, 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 Diamond Telephone Services, 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 Diamond Telephone Services, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-98-1430-FOF-TP issued October 23, 1998 in Docket 980967-TP.

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

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

02631 MAR-1 99

FPSC-RECORDS/REPORTING

**AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND DIAMOND TELEPHONE SERVICES, INC.
DATED JULY 16, 1998**

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and Diamond Telephone Services, Inc. ("Diamond") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated July 16, 1998 ("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, the Parties hereby covenant and agree as follows:

1. Attachment 3, Section 3 of the Interconnection Agreement is hereby deleted in its entirety and replaced with the following language:

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 Multiple Tandem Access. Within each LATA, Diamond must interconnect at all BellSouth access tandems where Diamond NXXs are "homed." However, if Diamond does not have NXXs homed at each access tandem within a LATA and elects not to interconnect at such access tandems where no NXXs are homed, Diamond must order MTA in each access tandem within the LATA where it interconnects to the extent it desires to terminate traffic to customers served through access tandems in the LATA to which Diamond has not interconnected. MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

With MTA, both parties agree that mutual and reciprocal compensation for local traffic will be based on the Local Interconnection (Call Transport and Termination) rates specified in Attachment 11 on a statewide basis.

2. That all of the other provisions of the Interconnection Agreement, dated July 16, 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 appropriate regulatory agency 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.

BellSouth Telecommunications, Inc.

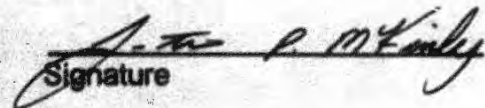

Signature

Jerry Hendrix
Name

Director
Title

2/16/99
Date

Diamond Telephone Services, Inc.


Signature

Jonathan P. McKinley
Name

President
Title

1/27/98
Date