

RECEIVED-FPSC



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

850 224-7798  
Fax 850 224-5073

99 MAY 10 PM 4:30

RECORDS AND  
REPORTING

Marshall M. Criser III  
Regulatory Vice President

May 10, 1999

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

990591-TP

Re: Approval of an Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and The Mobile Phone Company, Inc. pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and The Mobile Phone Company, Inc. are submitting to the Florida Public Service Commission their amendment to their negotiated agreement for the purchase of BellSouth's telecommunications services for the purpose of resale to end users by The Mobile Phone Company, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-98-0881-FOF-TP issued July 6, 1998 in Docket 980452-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the amendment to the negotiated agreement between BellSouth and The Mobile Phone Company, 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 amendment.

Very truly yours,

*Marshall M. Criser III*

Regulatory Vice President

(22)

DOCUMENT NUMBER-DATE

05951 MAY 10 99

FPSC-RECORDS/REPORTING

**Second Amendment to Resale Agreement  
by and between BellSouth Telecommunications, Inc.  
and The Mobile Phone Company, Inc.**

This Agreement refers to the Resale Agreement ("the Agreement") entered into by The Mobile Phone Company, Inc., ("The Mobile Phone Company"), and BellSouth Telecommunications, Inc. ("BellSouth") on March 19, 1998. This Amendment ("Amendment") is made by and between The Mobile Phone Company and BellSouth and shall be deemed effective on the date executed by The Mobile Phone Company and BellSouth.

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 Mobile Phone Company and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. BellSouth and The Mobile Phone Company are entering into this Agreement for the purpose of deleting the table of Operational Support System (OSS) Rates contained in Exhibit A of the first Amendment dated May 6, 1998, to their existing Agreement in its entirety and replacing it with the new OSS rates as follows:

<b>OPERATIONAL SUPPORT SYSTEMS (OSS) RATES</b>	<b>Electronic Per LSR received from The Mobile Phone Company by one of the OSS interactive interfaces</b>	<b>Manual Per LSR received from The Mobile Phone Company by means other than one of the OSS interactive interfaces</b>
<b>OSS Order Charge</b>	<b>\$3.50</b>	<b>\$19.99</b>

In addition to the OSS Charges, applicable discounted service order and related charges apply per the tariff.

2. The Parties agree that The Mobile Phone Company will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs exceeds the threshold percentages shown below:

<b>Year</b>	<b>Ratio: Mechanized/Total LSRs</b>
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

3. The Parties agree that the threshold plan described in Paragraph 2 above may be superceded by an LSR specific process that would apply the mechanized LSR rate to only those manual LSRs, which cannot be submitted over a mechanized system.

4. The Parties agree that all other provisions of the Agreement, dated March 19 1998, shall remain in full force and effect.

5. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Public Service 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.

6. In Section XVI. A, BellSouth has changed the address of said contact to:

CLEC Account Team  
9th Floor  
600 North 19th Avenue  
Birmingham, AL 35203

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

**The Mobile Phone Company, Inc.**

Signature

Name

Title

Date

**BellSouth Telecommunications, Inc.**

Signature

Jerry D. Hendrix

Name

Director - Interconnection Services

Title

Date