

RECEIVED-FPSC

 **BELLSOUTH**

BellSouth Telecommunications, Inc. 850 224-7798  
Suite 400 Fax 850 224-5073  
150 South Monroe Street  
Tallahassee, Florida 32301-1556

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Marshall M. Criser III  
Regulatory Vice President

RECORDS AND  
REPORTING

July 13, 2000

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

000856-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and NEXTLINK 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 NEXTLINK 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 NEXTLINK Florida, Inc. The Commission approved the initial agreement between the companies in Order No. 98-1324-FOF-TP issued October 12, 1998 in Docket 980886-TP.

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

*(MC)*

08502-00

DOCUMENT NUMBER-DATE

08502 JUL 13 8

FPSC-RECORDS/REPORTING

**ATTACHMENT TO TRANSMITTAL LETTER**

The Amendment entered into by and between NEXTLINK Florida, Inc. and BellSouth Telecommunications, Inc., dated 05/04/2000, for the state of Florida consists of the following:

ITEM	NO. PAGES
Amendment	5
TOTAL	5

**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
NEXTLINK FLORIDA, INC.  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED APRIL 8, 1997**

Pursuant to this Agreement, (the "Interim Amendment"), NEXTLINK Florida, Inc. ("NEXTLINK"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Collocation Agreement between the Parties dated April 8, 1997 ("Agreement").

WHEREAS, BellSouth and NEXTLINK entered into a Collocation Agreement on April 8, 1997, 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 acknowledged, the Parties hereby covenant and agree as follows:

1. Sections 3.4 and 3.5 of the Agreement are deleted in their entirety and substituted in their place are new sections 3.4 and 3.5, as follows:

- 3.4 Demarcation Point. BellSouth will designate the point(s) of interconnection between NEXTLINK's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. NEXTLINK shall be responsible for providing, and a supplier certified by BellSouth ("NEXTLINK's BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to construction and provisioning interval requirements. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. NEXTLINK or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to the subsection following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At NEXTLINK's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. NEXTLINK must make arrangements with a BellSouth Certified Supplier for such placement.
- 3.5 NEXTLINK's Equipment and Facilities. NEXTLINK, or if required by this Agreement, NEXTLINK's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by NEXTLINK. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.

2. Section 9 of the Agreement is deleted in its entirety and substituted in its place is a new Section 9, as follows:

### **9. Security**

Access. Pursuant to Security and Safety requirements below, NEXTLINK shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. NEXTLINK agrees to provide the name and social security number, or date of birth, or driver's license number of each employee, contractor, or agents of NEXTLINK or NEXTLINK's Guests provided with access keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. NEXTLINK agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of NEXTLINK employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with NEXTLINK or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement

Lost or Stolen Access Keys. NEXTLINK shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), NEXTLINK shall pay for all reasonable costs associated with the re-keying

Security and Safety Requirements. The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, or authorized agents of NEXTLINK will be permitted in the BellSouth Premises. NEXTLINK shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the NEXTLINK name. BellSouth reserves the right to remove from its premises any employee of NEXTLINK not possessing identification issued by NEXTLINK or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. NEXTLINK shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

NEXTLINK will be required, at its own expense, to conduct a statewide investigation of criminal history records for each NEXTLINK employee being considered for work on the BellSouth Premises, for the states/counties where the NEXTLINK employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

NEXTLINK will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

NEXTLINK shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. NEXTLINK shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor pedestrian

and traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any NEXTLINK personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that NEXTLINK chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, NEXTLINK may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

For each NEXTLINK employee requiring access to a BellSouth Premises pursuant to this agreement, NEXTLINK shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, NEXTLINK will disclose the nature of the convictions to BellSouth at that time. In the alternative, NEXTLINK may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

At BellSouth's request, NEXTLINK shall promptly remove from the BellSouth's premises any employee of NEXTLINK BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of NEXTLINK is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

Notification to BellSouth. BST reserves the right to interview NEXTLINK's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide 24 hours notice (or shorter notice as may be agreed by the parties as reasonable under the circumstances) to NEXTLINK's Security contact of such interview. NEXTLINK and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving NEXTLINK's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill NEXTLINK for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that NEXTLINK's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill NEXTLINK for BellSouth property which is stolen or damaged where an investigation determines the culpability of NEXTLINK's employees, agents, or contractors and where NEXTLINK agrees, in good faith, with the results of such investigation. NEXTLINK shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee found to have violated the security and safety requirements of this section. NEXTLINK shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.


Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

3. Attachment 1 of the Amendment, attached hereto, shall be inserted as new rates and provisions into Exhibit B of the Agreement.
4. All of the other provisions of the Agreement, dated April 8, 1997, shall remain in full force and effect.
5. Either or both of the Parties is authorized to submit this Interim 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 Parties hereto have caused this Interim Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**NEXTLINK Florida, Inc.**

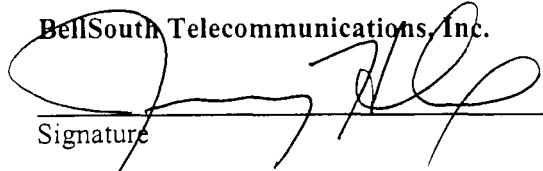
  
\_\_\_\_\_  
Signature

R. Gerard Salemm  
Printed Name

Senior Vice President  
Title

April 19, 2000  
Date

**BellSouth Telecommunications, Inc.**

  
\_\_\_\_\_  
Signature

Jerry D. Hendrix  
Printed Name

Sr. Director  
Title

5/4/00  
Date

EXHIBIT 1  
Attachment A

Rates marked with an asterisk (\*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System			
NA	Security system*	Per Central Office	\$89.48	NA
PE1AA	New Access Card Activation*	Per Card	\$0.06	\$56.03
PE1AR	Administrative change, existing card*	Per Card		\$15.71
	Replace lost or stolen card*	Per Card		\$45.93

Rate "True-Up." The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, NEXTLINK shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to NEXTLINK. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

STATE OF FLORIDA

Commissioners:  
J. TERRY DEASON, CHAIRMAN  
SUSAN F. CLARK  
E. LEON JACOBS, JR.  
LILA A. JABER



DIVISION OF RECORDS & REPORTING  
BLANCA S. BAYÓ  
DIRECTOR  
(850) 413-6770

## Public Service Commission

July 14, 2000

Marshall M. Criser III, Regulatory Vice President  
BellSouth Telecommunications, Inc.  
150 South Monroe Street, Suite 400  
Tallahassee, Florida 32301-1556

Re: Docket No. 000856-TP

Dear Mr. Criser:

This will acknowledge receipt of a request by BellSouth Telecommunications, Inc. For approval of amendment to existing interconnection, unbundling, and resale agreement with NEXTLINK Florida, Inc, which was filed in this office on July 13, 2000 and assigned the above-referenced docket number. Appropriate staff members will be advised.

Mediation may be available to resolve any dispute in this docket. If mediation is conducted, it does not affect a substantially interested person's right to an administrative hearing. For more information, contact the Office of General Counsel at (850) 413-6248 or FAX (850) 413-7180.

Division of Records and Reporting  
Florida Public Service Commission