

ORIGINAL @ BELL SOUTH

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

A. M. Lombardo
Regulatory Vice President

July 13, 1998

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

980877-TP

RECORDS AND REPORTING

13 JUL 13 PM 4:33

RECEIVED-FPSC

Re: Approval of an amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Nextel West Corp. f/k/a Onecom Corporation, N. A. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Ms. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Nextel West Corp. f/k/a Onecom Corporation, N. A. a Commercial Mobile Radio Service provider, are submitting to the Florida Public Service Commission their second amendment to the negotiated agreement for the interconnection of their networks and the unbundling of specific network elements offered by BellSouth. The amendment was negotiated pursuant to sections 251, 252 and 271 of the Act. The Commission approved the initial agreement between the companies in Order No. PSC-97-1389-FOF-TP issued November 3, 1997.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated amendment between BellSouth and Nextel West Corp. f/k/a Onecom Corporation, N. A. within 90 days of its submission. The Commission may only reject such an amendment if it finds that the amendment or any portion of the amendment discriminates against a telecommunications carrier not a party to the amendment or the implementation of the amendment or any portion of the amendment is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exist as to the amendment they have negotiated and that the Commission should approve their amendment.

Yours very truly,

A. M. Lombardo

Regulatory Vice President
(28)

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FPSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

07368 JUL 13 98

FPSC-RECORDS/REPORTING

FIRST AMENDMENT

TO

INTERCONNECTION AGREEMENT BETWEEN
NEXTEL WEST CORP., f/k/a ONECOM CORPORATION, N.A. ("Nextel") AND
BELLSOUTH TELECOMMUNICATIONS, INC. ("BellSouth")

WHEREAS, pursuant to sections 251 and 252 of the Telecommunications Act of 1996, Nextel and BellSouth entered into an interconnection agreement (the "Agreement") for the rates, terms, and conditions of the exchange of traffic between the parties to be effective July 1, 1997;

WHEREAS, the Agreement was approved by the Alabama Public Service Commission on September 15, 1997, by the Florida Public Service Commission on October 21, 1997, by the Georgia Public Service Commission on October 7, 1997, by the Kentucky Public Service Commission on October 13, 1997, by the Louisiana Public Service Commission on November 12, 1997, by the Mississippi Public Service Commission on September 24, 1997, by the North Carolina Utilities Commission on August 20, 1997, by the South Carolina Public Service Commission on September 12, 1997, and to be filed with the Tennessee Regulatory Authority;

WHEREAS, the Agreement provided for an initial LATA-wide Additive that was included in Type 1 and Type 2A rates, subject to further negotiation by the parties; and

WHEREAS, Nextel and BellSouth have negotiated a final LATA-wide Additive as set forth herein; and

WHEREAS, Nextel desires to modify the names under which it has contracted with 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, Nextel and BellSouth hereby covenant and agree as follows:

1. Section V of the Agreement is hereby revised to read as follows:

V. Modification of Rates

The LATA-wide Additive reflected in Attachment B-1 for Type 1 and Type 2A rates is intended to compensate BellSouth for additional transport and other costs associated with transporting and terminating Local Traffic throughout a LATA instead of only within local calling areas as defined by the Commission as of the Effective Date. From the Effective Date until the expiration or termination of the Agreement, the LATA-wide Additive shall be the rate

per minute in each state as set forth in Attachment B-1 (Amended). The parties shall make the adjustment, or "true-up" described in the original Section V of the Agreement for the purpose of applying the final LATA-wide Additive back to the Effective Date of the Agreement.

2. Attachment B-1 of the Agreement is hereby revised and replaced with Attachment B-1 (Amended) appended hereto and made a part hereof.

3. The name under which Nextel has contracted with BellSouth will be changed from NEXTEL WEST CORP. to NEXTEL SOUTH CORP. for all states except Kentucky. In the state of Kentucky, the Agreement shall be deemed to be between BellSouth and NEXTEL SOUTH CORP. in addition to NEXTEL WEST CORP.

4. The parties agree that except as specifically modified by this Amendment all other provisions of the Agreement 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 Commission or other regulatory body having jurisdiction over the subject matter of this Amendment for approval subject to Section 252(e) of the 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.

NEXTEL WEST CORP., f/k/a OneCom
Corporation, N.A.
NEXTEL SOUTH CORP.

By: 

DATE: 5/6/98

BellSouth Telecommunications, Inc.

By: 

DATE: 4/27/98

ATTACHMENT B-1(Amended)

CMRS Local Interconnection Rates

(All rates are Per Minute of Use)

<u>Alabama</u>		
Type 1 (End Office Switched):	.004709	(Includes LATAwide Additive of .000499)
Type 2A (Tandem Switched):	.004709	(Includes LATAwide Additive of .000499)
Type 2B (Dedicated End Office):	.0017	
<u>Florida</u>		
Type 1 (End Office Switched):	.003776	(Includes LATAwide Additive of .000516)
Type 2A (Tandem Switched):	.003776	(Includes LATAwide Additive of .000516)
Type 2B (Dedicated End Office):	.002	
<u>Georgia</u>		
Type 1 (End Office Switched):	.004513	(Includes LATAwide Additive of .000533)
Type 2A (Tandem Switched):	.004513	(Includes LATAwide Additive of .000533)
Type 2B (Dedicated End Office):	.00160	
<u>Kentucky</u>		
Type 1 (End Office Switched):	.005273	(Includes LATAwide Additive of .000643)
Type 2A (Tandem Switched):	.005273	(Includes LATAwide Additive of .000643)
Type 2B (Dedicated End Office):	.002562	
<u>Louisiana</u>		
Type 1 (End Office Switched):	.003730	(Includes LATAwide Additive of .000566)
Type 2A (Tandem Switched):	.003730	(Includes LATAwide Additive of .000566)
Type 2B (Dedicated End Office):	.001599	
<u>Mississippi</u>		
Type 1 (End Office Switched):	.009104	(Includes LATAwide Additive of .000704)
Type 2A (Tandem Switched):	.009104	(Includes LATAwide Additive of .000704)
Type 2B (Dedicated End Office):	.0026	
<u>North Carolina</u>		
Type 1 (End Office Switched):	.006758	(Includes LATAwide Additive of .000568)
Type 2A (Tandem Switched):	.006758	(Includes LATAwide Additive of .000568)
Type 2B (Dedicated End Office):	.004	
<u>South Carolina</u>		
Type 1 (End Office Switched):	.006431	(Includes LATAwide Additive of .000493)
Type 2A (Tandem Switched):	.006431	(Includes LATAwide Additive of .000493)
Type 2B (Dedicated End Office):	.00221	
<u>Tennessee</u>		
Type 1 (End Office Switched):	.003767	(Includes LATAwide Additive of .000497)
Type 2A (Tandem Switched):	.003767	(Includes LATAwide Additive of .000497)
Type 2B (Dedicated End Office):	.0019	