

STATE OF FLORIDA

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DIVISION OF LEGAL SERVICES
NOREEN S. DAVIS
DIRECTOR
(850) 413-6199

Public Service Commission

March 1, 1999

To: All Interested Parties

From: Martha Carter Brown, Chief, Communications, Division of Legal Services *MCB*

Re: Docket No. 971140-TP -Motions of AT&T Communications of the Southern States, Inc., and MCI Telecommunications Corporation and MCI Metro Access Transmission Services, Inc., to compel BellSouth Telecommunications, Inc. to comply with Order PSC-96-1579-FOF-TP and to set non-recurring charges for combinations of network elements with BellSouth Telecommunications, Inc., pursuant to their agreement.

VIA CMS FAX

There will be a staff meeting in the above-referenced docket at the following time and place:

Tuesday, March 2, 1999, 1:00 p.m.
Room 362
Gerald L. Gunter Building
2540 Shumard Oak Boulevard
Tallahassee, Florida

The purpose of this meeting will be to discuss the recent Supreme Court opinion and the parties' pending agreement. All interested persons are invited to attend.

NOTE: Any person who is unable to attend may participate via telephone by dialing (850) 921-5320 or SUNCOM 291-5320 at the date and time specified above.

If you have any questions about this meeting, please call me at (850) 413-6187.

MCB/slh

cc: Division of Records and Reporting
Division of Communications (Stavanja)

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DOCUMENT NUMBER--DATE
02663 MAR-2 99
FPSC-RECORDS/REPORTING

**AMENDMENT TWO DATED JULY 13, 1998
TO
MCI_m/BELLSOUTH INTERCONNECTION AGREEMENT
DATED JUNE 19, 1997**

MCI_mmetro Access Transmission Services, Inc. ("MCI_m") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend the MCI_m/BellSouth Interconnection Agreement dated June 19, 1997 ("Interconnection Agreement") pursuant to the Final Order of the Florida Public Service Commission issued on June 12th, 1998 regarding Resolving Interconnection Agreement Disputes, Addressing Retail Service Composition, and Setting Non-Recurring Charges.

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, MCI_m and BellSouth hereby covenant and agree as follows:

1. Based on the Order issued by the Florida Public Service Commission on June 12, 1998 in Docket No. 971140-TP, the rates for Non-recurring Charges for the migration of a Loop and Port Combination as ordered are set forth below.

Network Element Combination	First Installation	Additional Installations
2-wire analog loop and port	\$1.4596	\$0.9335
2-wire ISDN loop and port	\$3.0167	\$2.4906
4-wire analog loop and port	\$1.4596	\$0.9335
4-wire DS1 loop and port	\$1.9995	\$1.2210

2. Attachment I of the Florida Interconnection Agreement is hereby amended to incorporate the rates for the above Non-recurring rates. Notwithstanding the foregoing, the Parties further agree that in the specific case of migration of an existing BellSouth customer to MCI_m, per the Florida Commission's Order PSC-98-1271-FOF-TP, the price MCI_m shall pay is the sum of the unbundled network elements ("UNEs") for the loop and the switch port. For example, when an existing BellSouth customer migrates to MCI_m, and MCI_m orders the loop and port that serves the customer, MCI_m will receive and pay UNE prices for only those two elements. BellSouth is not required to provide the "entire existing service" for the price of a loop and port. Therefore, MCI_m must have in place the network infrastructure, whether leased or owned, to transport the traffic of that customer over the leased or owned network, prior to or in conjunction with submitting the migration order to BellSouth.

3. The Parties agree that Service and Elements provided pursuant to this Agreement may be connected to other Service and Elements provided by BellSouth or to any Services and Elements provided by MCIIm itself or by any other vendor. MCIIm may purchase UNEs that are not already combined for the purpose of combining Network Elements in any manner that is technically feasible. The Parties further agree that the price that MCIIm shall pay for combinations of UNEs that do not constitute the recreation of a BellSouth retail service, and that are not currently combined for that particular customer at the time of MCIIm's order, shall be the sum of the prices for the component elements shown in Table 1 of Attachment I, plus an assembly or combining charge to be negotiated between the Parties. However, for those combinations of UNEs not already in existence, that recreate an existing BellSouth retail service, the Parties agree that combinations that constitute an existing BellSouth retail service and the prices for such combinations are to be negotiated between the Parties.

4. The Parties shall negotiate what combinations of UNEs constitute the recreation of a BellSouth retail service and the price for such UNE combinations. Until the Parties agree as to whether any particular combination of unbundled network elements ordered by MCIIm constitutes a BellSouth retail service, BellSouth shall have no obligation to provide that a specific combination. The Parties agree that within 180 days of execution of this Amendment they will complete negotiations on which combinations of network elements do recreate a BellSouth retail service. The Parties acknowledge that additional negotiations may be required for unidentified combinations. These subsequent negotiations will be completed within 90 days of a formal request from MCIIm for such combinations. If the Parties are unable to successfully negotiate which combinations of network elements recreate a BellSouth retail service within the above guidelines, then the Parties may seek resolution pursuant to Section 23 of the General Terms and Conditions of the MCIIm/BellSouth Interconnection Agreement.

5. All of the other provisions, including all other rates listed in Attachment I of the Florida Interconnection Agreement, dated June 19, 1997, shall remain in full force and effect.

6. Either or both of the Parties shall submit this Amendment to the Florida Public Service Commission on or before October 9, 1998 as ordered by the Florida Public Service Commission. However, the Parties acknowledge that the terms and/or rates of this Amendment were established pursuant to the afore-referenced Order of the Florida Public Service Commission. Any or all of the terms or rates of this Amendment may be altered or abrogated by an appeal of the Order requiring the Amendment or by any final and non-appealable legislative, regulatory, judicial or other legal action which materially affects the terms of this Amendment and/or Order. By signing this Amendment, neither Party waives any right to pursue such an appeal or other action.

7. Either or both of the Parties shall submit this Amendment to the Florida 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.

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

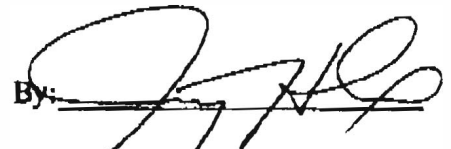
**MCImetro Access Transmission
Services, Inc.**

By: _____

Name: Marcel Henry
Title: Vice President

Date: _____

BellSouth Telecommunications, Inc.

By: 

Name: Jerry D. Hendrix
Title: Director-Interconnection
Services-Pricing

Date: 10/09/98