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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

DEC 15 PM 4:37

December 15, 1999

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

991927-IV

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Dieca Communications, Inc. d/b/a Covad Communications Company 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 Dieca Communications, Inc. d/b/a Covad Communications Company 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 Dieca Communications, Inc. d/b/a Covad Communications Company. The commission approved the initial agreement between the companies in Order No. 99-0311 issued February 18, 1999 in Docket 981848-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Dieca Communications, Inc. d/b/a Covad Communications Company 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

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DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between DIECA Communications, Inc. d/b/a Covad Communications Company and BellSouth Telecommunications, Inc., dated 11/05/1999, for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	4
TOTAL	4

**SECOND INTERIM AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
DIECA COMMUNICATIONS, INC. d/b/a
COVAD COMMUNICATIONS COMPANY and
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED DECEMBER 1, 1998.**

Pursuant to this Interim Amendment (the "Interim Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and DIECA Communications, Inc. d/b/a Covad Communications Company. ("Covad"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 1, 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, BellSouth and Covad hereby covenant and agree as follows:

1. All terms and conditions of this Interim Amendment shall be superseded in their entirety by the final Collocation Amendment to the Interconnection Agreement presently being negotiated by the Parties.
2. The Parties agree that BellSouth will, upon request, provide and Covad will accept and pay for Cross-Connects and POT Bay(s) for those collocation arrangements where the demarcation is located at the POT Bay(s) in accordance with the schedule of prices set forth in Attachment A to this Amendment which is incorporated herein by reference. BellSouth shall make available all necessary ordering information via the BellSouth Ordering Guide For CLEC's as posted in the Web. The guide may be found at:

<http://www.interconnection.bellsouth.com/guides/guides.html>
3. The parties agree that this Interim Amendment shall not modify the existing Interconnection Agreement between the Parties, including the rates stated therein, except as expressly stated herein.
4. The Parties agree that all of the other provisions of the Agreement, dated December 1, 1998, together with all amendments in effect as of the date of execution of this Amendment shall remain in full force and effect.
5. The Parties 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. The Parties agree that the execution of this Interim Amendment shall not constitute an admission or evidence that the terms and conditions stated herein, or the execution of the Amendment itself, ~~comply or does not comply with the federal Telecommunications Act of 1996.~~

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applicable state law, or any existing ruling of any regulatory body including without limitation the Federal Communications Commission and the regulatory commissions in Alabama, Florida Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

- 6. The Parties agree that the prices reflected herein shall be "true-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, including the Federal Communications Commission (hereinafter "Commission"). Under the "true-up" process, the 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, Covad shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Covad. 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 such differences shall be resolved through the dispute resolution procedures specified in section 11 of the General Terms & Conditions of the Interconnection Agreement.

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

DIECA COMMUNICATIONS, INC. d/b/a
COVAD COMMUNICATIONS COMPANY

BELLSOUTH TELECOMMUNICATIONS,
INC.


 Authorized Signature
 DHRUV KHANNA
 Print or Type Name
 EVP - General Counsel
 Title
 11/5/99
 Date


 Authorized Signature
 Jerry D. Hendrix
 Print or Type Name
 Sr. Director
 Title
 11/4/99
 Date

JK

Attachment A
 Page 1

**Cross-Connect
 Schedule of Rates and Charges**

Table 1: Physical Collocation

Element	Unit	Monthly Recurring Rate	Non-Recurring Rate
Cross-Connects	Per Cross Connect		First / Additional
2-wire		\$.30	\$19.20/\$19.20
4-wire		\$.50	\$19.20/\$19.20
2-fiber		\$15.64	\$41.58/\$29.82
4-fiber		\$28.11	\$50.53/\$38.78
			Disconnect Charges First / Additional
2-fiber			\$12.98/\$10.34
4-fiber			\$16.97/\$14.35
POT Bay (Note 1) Prior to 6/1/99	Per Cross Connect		
2-Fiber Cross-Connect		\$38.79	NA
4-Fiber Cross-Connect		\$52.31	NA

Notes:

(1) Recurring POT Bay charge applicable in addition to recurring cross-connect charge only where the demarcation point is located at the POT Bay.

**Attachment A
Page 2**

Table 2: Virtual Collocation

Element	Unit	Monthly Recurring Rate	Non-Recurring Rate
Cross-Connects	Per Cross Connect		First / Additional
2-wire		\$.30	\$19.20/\$19.20
4-wire		\$.50	\$19.20/\$19.20
2-fiber ✓		\$15.04	\$41.56/\$29.82
4-fiber		\$28.11	\$50.53/\$38.78
			Disconnect Charges
			First / Additional
2-fiber			\$12.08/\$10.34
4-fiber			\$16.97/\$14.35

JK