BELLSOUTH

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

14209

850 224-7798 Fax 850 224-5073 Marshall M. Criser III **Regulatory Vice President**

ORIGINAL February 16, 2000 Mrs. Blanca S. Bayo Director, Division of Records and Reporting 00019**8**-JP 2 Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Kexa, d/b/a Capital Explorations Communications 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 Kexa, d/b/a Capital Explorations Communications 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 Kexa, d/b/a Capital Explorations Communications. The Commission approved the initial agreement between the companies in Order No. 99-0312-FOF-TP issued February 18, 1999 in Docket 981837-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Kexa, d/b/a Capital Explorations Communications 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,

Whall M. Cruser III

Regulatory Vice President

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ATTACHMENT TO TRANSMITTAL LETTER

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The amendment entered into by and between Kexa. d/b/a Capital Explorations Communications and BellSouth Telecommunications, inc., dated 02/07/2000, for the state of Florida consists of the following:

| ITEM      | NO.   |
|-----------|-------|
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## Amendment to Master Interconnection Agreement by and between BellSouth Telecommunications, Inc. and Kexa d/b/a Capital Explorations Communications, Inc. Dated: <u>November 20, 1998</u>

This Agreement refers to the Interconnection Agreement ("the Agreement") entered into by Kexa d/b/a Capital Explorations Communications, Inc. ("Capital") and BellSouth Telecommunications, Inc. ("BellSouth") on November 20, 1998. This Amendment ("Amendment") is made by and between Capital and BellSouth and shall be deemed effective on the date executed by Capital and BellSouth.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable coasideration, the receipt and sufficiency of which are hereby acknowledged, Capital and BeilSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. BellSouth and Capital agree to delete the table of Operational Support System (OSS) Rutes contained in Exhibit A of Attachment 1 of their existing Agreement in its entirety and replacing it with the new OSS rates as follows:

| OPERATIONAL      | Electronic                               | Menual                                                    |
|------------------|------------------------------------------|-----------------------------------------------------------|
| SUPPORT SYSTEMS  | Per LSR received from the CLEC           | Per LSR received from the CLEC                            |
| (OSS) RATES      | hy one of the OSS interactive interfaces | by means other than one of the OSS interactive interfaces |
| OSS Order Charge | \$3.50                                   | \$19.99                                                   |

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

2. BelSouth and Capital agree to delete the OSS Rates contained in Table 1 of Attachment. 11 for each state of their existing Agreement as follows:

| OPERATIONAL SUPPORT SYSTEMS                   | FL       |
|-----------------------------------------------|----------|
| OSS Interactive Ordering and Trouble Maint,   | \$50.00  |
| Estab. per user per month                     |          |
| NRC                                           | \$100.00 |
| OSS Order charge, per LSR received from the   | S10.80   |
| CLEC by one of the OSS interactive interfaces |          |
| Incremental charge per LSR received from the  | \$22.00  |
| CLEC by means other than one of the OSS       |          |
| interactive interfaces                        |          |

3. BellSouth and Capital agree to add the following OSS Rates to Table 1 of Attachment 11 for each state of their existing Agreement as follows:

| OPERATIONAL SUPPORT SYSTEMS                   | FL.     |
|-----------------------------------------------|---------|
| OSS Order charge, per LSR received from the   | \$3.50  |
| CLEC by one of the OS5 interactive interfaces |         |
| Incremental charge per LSR received from the  | \$19.99 |
| CLEC by means other than one of the OSS       |         |
| interactive interfaces                        |         |

4. The Parties agree that Capital 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:

| Year | Ratio: Mechanized/Total LSRs |
|------|------------------------------|
| 2000 | BO%                          |
| 2001 | 90%                          |

The threshold plan will be discontinued in 2002.

5. The Parties agree that the threshold plan described in Paragraph 4. above may be superceeded 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.

6. The Parties agree that all other provisions of the Agreement, dated November 20, 1998, shall remain in full force and effect.

7. 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(c) of the federal Telecommunications Act of 1996.

> Kexa d/b/a Capital Explorations Communications, Inc. OSS Amendment Page 2 of 3

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

## Kexa d/b/a Capital Explorations Communications, Inc.

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<u>xhuite</u> Signature

Aixa Diaz Schulte Name

President

Title

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Date

BellSouth Telecommunications, Inc.

<u>Jerry D. Hendrix</u> Name

Sr. Director - Interconnection Services

2/2/00

Kexa d/b/a Capital Explorations Communications. Inc. OSS Amendment Page 3 of 3