

BELLSOUTH

ORIGINAL

BellSouth Telecommunications, Inc.

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Marshall M. Criser III

Vice President
Regulatory & External Affairs

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July 9, 2004

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

RECEIVED-FPSC
04 JUL -9 PM 4:38
COMMISSION
CLERK

040724-TP

Re: Approval of Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Access Point, Inc.

Dear Mrs. Bayo:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc.'s Amendment to Interconnection, Unbundling, Resale and Collocation Agreement with Access Point, Inc..

If you have any questions, please do not hesitate to call Robyn Holland at (850) 222-9380.

Very truly yours,

Marshall M. Criser III / R
Regulatory Vice President

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DOCUMENT NUMBER-DATE

07519 JUL -9

FPSC-COMMISSION CLERK

**Eighth Amendment to the Agreement
Between
AT&T Communications of the Southern States, LLC d/b/a AT&T
and
BellSouth Telecommunications, Inc.
Florida
Dated October 26, 2001**

Pursuant to this Amendment, (the "Amendment"), AT&T Communications of the Southern States, LLC d/b/a AT&T (AT&T), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated October 26, 2001, ("Agreement") to be effective on the date of the last signature executing the Amendment.

WHEREAS, BellSouth and AT&T entered into the Agreement on October 26, 2001, 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. The parties agree to add the following provision to Attachment 2, Section 6.6 and the associated rates as set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.
 - 6.6.2 Where AT&T utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for a BellSouth transported interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon trunk studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. The melded Tandem Switching charge shall be displayed on BellSouth's standard UNE bill in the Unbundled Transport Tandem Switching and Trunk Port section under Undetermined Routing – Originating for both Local and Access. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Call Flows set forth on BellSouth's website, as of the effective date of this amendment illustrate when the full or melded Tandem Switching rates apply for specific UNE-P call scenarios.

2. The Parties acknowledge and agree that neither Party is waiving, and each Party hereby expressly reserves any rights it may have to submit any argument, in any federal or state regulatory proceeding in support of, or in opposition to, any position regarding the melded Tandem Switching rate.
3. All of the other provisions of the Agreement, dated October 26, 2001, shall remain in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

General Terms and Conditions
Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year
written below.

3

BellSouth Telecommunications, Inc.

By: *Kristen E. Rowe*

Name: Kristen E. Rowe

Title: Director

Date: 6/30/04

**AT&T Communications of the
Southern States, Inc.**

By: *Bill C. Peacock*

Name: Bill C. Peacock

Title: Director - Local Services &

Access Management

Date: 6-23-04

