



ORIGINAL

BellSouth Telecommunications, Inc.
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RECEIVED 11:30
DEC 14 PM 4:21
COMMISSION
CLERK

December 14, 2004

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

041401-TP

Re: Approval of Amendment to the interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and AT&T Communications of the Southern States, LLC dba AT&T

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 AT&T Communications of the Southern States, LLC dba AT&T.

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

Very truly yours,

MM Criser III
Regulatory Vice President

RECEIVED & FILED
[Signature]
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
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**Eleventh
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 30 days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and AT&T entered into the Agreement on October 26, 2001, and;

WHEREAS, both Parties agree that an initial New Installation of a 2-Wire Port/Loop Combination- Residence line provisioned at a Location where QuickServe is available on the line shall incur a QuickServe Non-Recurring Charge (NRC) at the NRC Currently Combined Conversion Rate set forth in the Agreement and that any initial New Installation of a 2-Wire Port/Loop Combination - Residence line provisioned at a location where QuickServe is not available, shall incur the Not Currently Combined NRC, First and Additional rates set forth in the Agreement;

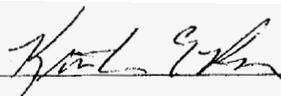
NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

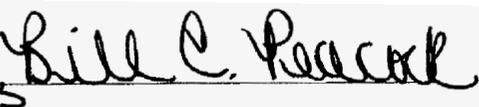
1. The Parties agree to incorporate into Attachment 2 of the Agreement the rates and USOCs as set forth in Exhibit 1 of this Amendment attached hereto and incorporated herein by this reference.
2. All of the other provisions of the Agreement, dated October 26, 2001, shall remain in full force and effect.
3. 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.

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

BellSouth Telecommunications, Inc.

**AT&T Communications of the
Southern States, LLC D/B/A AT&T**

By: 
Name: Kristen Rowe
Title: Director
Date: 12/7/04

By: 
Name: Bill C. Peacock
Title: Director - Local Services &
Access Management
Date: 11-16-04

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | Attachment: 2 | | Exhibit: A | | | | | | | | |
|--|---|---------|------|-------|-------|------------|----------------------------------|--------------------------------------|--|--|---|---|----------------|--------------|-------|-------------------------|--|-------|-------|-------|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES (\$) | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | OSS Rates (\$) | | | | | | | |
| | | | | | | | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | SOMEC | SOMAN | SOMAN |
| | | | | | | | | | | | | | First | Add'l | First | Add'l | | | | |
| UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES | | | | | | | | | | | | | | | | | | | | |
| NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED | | | | | | | | | | | | | | | | | | | | |
| | 2-Wire Voice Grade Loop / Line Port Platform - Installation | | | | | | | | | | | | | | | | | | | |
| | Service | | | UEPRX | URECC | 0.102 | | | | | | | | | | | | | | |

| UNBUNDLED NETWORK ELEMENTS - Florida | | | | | | | | | | Attachment: 2 | | Exhibit: A | | | |
|---|--|---------|------|-------|-------|------------|--------------|-------|-------------------------|----------------------------------|--------------------------------------|--|--|---|---|
| CATEGORY | RATE ELEMENTS | Interim | Zone | BCS | USOC | RATES (\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | | | | | |
| | | | | | | | First | Add'l | First | Add'l | SOME C | SOMAN | SOMAN | SOMAN | SOMAN |
| UNBUNDLED PORT/LOOP COMBINATIONS - MARKET RATES | | | | | | | | | | | | | | | |
| NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED | | | | | | | | | | | | | | | |
| | 2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service | | | UEPRX | URECC | | 41.50 | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |