



BellSouth Telecommunications, Inc.
150 South Monroe Street
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Tallahassee, Florida 32301

Jerry.Hendrix@bellsouth.com

Jerry D. Hendrix
Vice President
Regulatory Relations

Phone: (850) 577-5550
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October 5, 2006

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

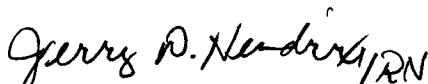
Re: Approval of **First** Amendment to the Interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and SBC Long Distance, LLC d/b/a SBC Long Distance d/b/a AT&T Long Distance

Dear Mrs. Bayo:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc.'s **First** Amendment to Interconnection, unbundling, resale and collocation Agreement with SBC Long Distance, LLC d/b/a SBC Long Distance d/b/a AT&T Long Distance.

If you have any questions, please do not hesitate to call Robyn Holland at (850) 577-5551.

Very truly yours,


Regulatory Vice President

**First
Amendment to the Agreement
Between
SBC Long Distance, LLC dba SBC Long Distance
dba AT&T Long Distance
and
BellSouth Telecommunications, Inc.
Dated October 5, 2006
Florida**

Pursuant to this Amendment, (the "Amendment"), SBC Long Distance, LLC dba SBC Long Distance dba AT&T Long Distance (AT&T LD), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated 10/05/2006 (Agreement) to be effective on 10/5/2006 (Effective Date).

WHEREAS, BellSouth and AT&T LD entered into the Agreement on 10/05/2006, 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 delete the state specific OSS rates in Attachment 2, Exhibit A and replace with the regional rates as set forth in Exhibit 1 hereto.
2. All of the other provisions of the Agreement, dated 10/5/2006, 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.

**SBC Long Distance, LLC dba SBC
Long Distance dba AT&T Long
Distance**

By: 

By: 

Name: Kristen E. Shore

Name: Bill C. Peacock

Title: Director

Title: Director

Date: 9/5/06

Date: 9/5/2006

UNBUNDLED NETWORK ELEMENTS - Florida												
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Attachment 2, Eth A			
						Rec	Nonrecurring Add'l First	Nonrecurring Disconnect Add'l First	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							SOMEIEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zones Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm											
	OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"											
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charges, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in each of the 9 states.											
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEIEC rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEIEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to BellSouth.											
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only						3.50	0.00	0.00			
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only						11.90	0.00	1.83	0.00		