

**BELLSOUTH**  
**ORIGINAL**

**BellSouth Telecommunications, Inc.**  
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150 South Monroe Street  
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**Marshall M. Criser III**  
Vice President  
Regulatory & External Affairs

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02 APR -5 PM 12:53  
COMMISSION  
CLERK

April 5, 2002

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

020311-TP

Re: Approval of Amendment to the Interconnection, Unbundling, Resale, and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and ALLTEL Communications, Inc. 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 ALLTEL Communications, Inc. 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 ALLTEL Communications, Inc.. The initial agreement between the companies was filed in 010302-TP, on December 27, 2001, and was deemed effective by Order No. PSC-02-0173-FOF-TP on February 8, 2002.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting this amendment to the negotiated agreement between BellSouth and ALLTEL Communications, Inc. 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 agree that neither of these reasons exists as to the agreement they have negotiated and therefore, as such this amendment should be deemed effective by operation of law on July 5, 2002.

Very truly yours,

*Marshall M. Criser III*

Regulatory Vice President (UA)

RECEIVED & FILED

*RLM*

DOCUMENT NUMBER-DATE

FPSC-BUREAU OF RECORDS

03864 APR -5 02

FPSC-COMMISSION CLERK

**Amendment to the Interconnection Agreement  
By and Between BellSouth Telecommunications, Inc.  
And ALLTEL Communications, Inc. Dated December 20, 2001**

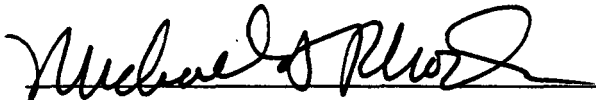
Pursuant to this Amendment, (the "Amendment"), ALLTEL Communications, Inc. ("ALLTEL"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," amend that certain Interconnection Agreement between the Parties dated December 20, 2001 ("Agreement").

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 amend the Agreement as follows:

1. Exhibit A of Attachment 3 is hereby deleted in its entirety.
2. A new Exhibit A, attached hereto, is hereby inserted into Attachment 3.
3. All of the other provisions of the Agreement, dated December 20, 2001, shall remain in full force and effect.
4. Either or both of the Parties is 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 hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**ALLTEL Communications, Inc.**



Signature

Michael D. Rhoda

Printed Name

V.P.-Business Development

Title

January 16, 2002

Date

**BellSouth Telecommunications, Inc.**



Signature

C.W. Boltz

Printed Name

Managing Director

Title

3/6/02

Date

CATEGORY	RATE ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)												
						Nonrecurring			Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Monthly 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	First	Add'l	First	Add'l							SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
<b>LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)</b>																							
	<b>END OFFICE SWITCHING</b>																						
	End Office Switching Function, Per MOU			OHD		0.0009302																	
	<b>TANDEM SWITCHING</b>																						
	Tandem Switching Function Per MOU			OHD		0.0006019																	
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0006019																	
	<b>TRUNK CHARGE</b>																						
	Installation Trunk Side Service - per DS0			OHD	TPP++	336.43	57.38																
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00																	
	Dedicated End Office Trunk Port Service-per DS1**			OH1	OH1MS	TDE1P	0.00																
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00																	
	Dedicated Tandem Trunk Port Service-per DS1**			OH1	OH1MS	TDW1P	0.00																
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching per MOU rate elements.																						
	<b>COMMON TRANSPORT (Shared)</b>																						
	Common Transport - Per Mile, Per MOU			OHD		0.0000035																	
	Common Transport - Facilities Termination Per MOU			OHD		0.0004372																	
	<b>LOCAL INTERCONNECTION (TRANSPORT)</b>																						
	<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE</b>																						
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0091																	
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	25.32	31.78	7.03															
	<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS</b>																						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0000																	
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	18.44	0.00	0.00															
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0000																	
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	18.44	0.00	0.00															
	<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1</b>																						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1856																	
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	88.44	98.47	19.05															
	<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3</b>																						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	3.87																	
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,071.00	219.28	70.56															
	<b>LOCAL CHANNEL - DEDICATED TRANSPORT</b>																						
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	21.94	285.84	46.97	37.63	4.00													
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	22.81	266.54	47.67	44.22	5.33													
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	35.28	216.65	183.54	24.30	16.95													
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	531.91	556.37	343.01	139.13	96.84													
	<b>LOCAL INTERCONNECTION MID-SPAN MEET</b>																						
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																						
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00																
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00																
	<b>MULTIPLEXERS</b>																						
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.77	101.42	71.62	11.09	10.49													
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	211.19	199.28	118.64	40.34	39.07													
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	13.76	10.07	7.08															

Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.