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May 29, 2003

030468-TP

Ms. Blanca S. Bayó, Director  
Division of the Commission Clerk  
& Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

RECEIVED FPSC  
MAY 29 PM 4:54  
COMMISSION  
CLERK

Re: Approval of Amendment No. One to Interconnection, Unbundling, Resale and Collocation Agreement between Sprint-Florida, Incorporated and XO Florida, Inc.

Dear Ms. Bayó:

Please find enclosed for approval and filing an original and two copies of the Amendment No. One to the Interconnection, Unbundling, Resale and Collocation Agreement between Sprint-Florida, Incorporated and XO Florida, Inc. which was approved by the Commission in Order No. PSC-01-0590-FOF-TP in Docket No. 001771-TP on March 12, 2001.

If you have any questions on this matter, please contact my assistant Teresa Harless at 850-599-1563.

Sincerely,

Susan S. Masterton

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

cc: Dana Shaffer, VP Regional Regulatory Counsel  
XO Communications, Inc.  
105 Molloy Street, Suite 200  
Nashville, TN 37201

Enclosure

DOCUMENT NUMBER-DATE

04811 MAY 29 8

FPSC-COMMISSION CLERK

**Amendment No. One  
to the Interconnection Agreement between  
Sprint Florida, Incorporated  
and  
XO Florida, Inc.**

This is an Amendment (“Amendment”) to the Master Interconnection and Resale Agreement for the State of Florida (“Agreement”) between Sprint Florida, Incorporated (“Sprint”), and XO Florida, Inc. (“XO”). Sprint and XO shall be known jointly as the “Parties.”

The Parties agree that, by entering into this Amendment, they are doing so without prejudice to or waiver of any of their positions, whether policy, legal or otherwise. The Parties further agree that this Amendment may not be offered by either Party in any jurisdiction as evidence of any concession or as a waiver of any position taken by either Party or for any other purpose.

**RECITALS**

WHEREAS, XO and Sprint entered into the Agreement, which was approved by the Florida Public Service Commission (the “Commission”); and

WHEREAS, the FCC issued an Order on Remand and Report and Order in CC Docket Nos. 96-98 and 99-68 (rel. April 27, 2001) (“FCC ISP Order”) governing compensation for traffic bound for Internet Service Providers (“ISPs”); and

WHEREAS, the Parties have agreed to implement the FCC ISP Order, and

WHEREAS, the Parties wish to amend the Agreement to reflect the FCC ISP Order.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

**1. Definitions**

For purposes of this Amendment the following definitions apply:

**1.1** “Bill and Keep” is as defined in the FCC’s rules and orders, including the FCC ISP Order.

**1.2** “Local (§251(b)(5)) Traffic” is as defined in the Telecommunications Act of 1996 and FCC ISP Order, and the Agreement, to the extent consistent with current federal law.

**1.3** “ISP-bound Traffic” is as defined in the FCC ISP Order.

## **2. COMPENSATION**

**2.1** Sprint offered to exchange all traffic pursuant to the interim compensation regime, including the exchange of ISP-bound Traffic at the FCC ordered rates in the state of Florida pursuant to the FCC ISP Order and usage based intercarrier compensation for such traffic will be applied as provided in this Amendment. Compensation for traffic exchanged under the Agreement in markets XO was serving pursuant to an interconnection agreement as of the effective date of this amendment shall be as follows:

### **2.1.1 ISP-Bound Traffic**

**2.1.1.1** Identification of ISP-bound Traffic – The Parties shall presume that local traffic delivered from one Party to the other that exceeds a 3:1 ratio of terminating to originating traffic is ISP-bound Traffic. This presumption may be rebutted as permitted in the FCC ISP Order.

**2.1.1.2** Growth Ceilings for ISP-Bound Traffic – After the effective date of this Agreement, intercarrier compensation for ISP-bound Traffic originated by end users of one Party and terminated by the other Party will be subject to the following growth ceilings: each party may receive compensation for 2002 up to a ceiling equal to the number of ISP-bound minutes for which that party was entitled to compensation for 2001 (based on first quarter 2001 ISP-bound minutes annualized plus a 10% growth factor) plus another 10% growth factor. For 2003 and beyond, to the extent this Agreement remains in effect, the ceiling shall be equal to the number of minutes calculated for the 2002 ceiling. The ceiling shall continue in place until such time as revised ISP-bound MOU caps or Bill and Keep or other compensation structures are established by a court or regulatory body of competent jurisdiction, at which time either Party may invoke the change-in-law provision of the applicable Interconnection Agreement.

**2.1.1.3** ISP-bound MOUs exceeding the 2002 ceiling will be subject to Bill and Keep compensation.

**2.1.1.4** Intercarrier compensation for ISP-bound Traffic exchanged between Sprint and XO shall be billed in accordance with the following rates:

**2.1.1.4.1** \$.001 per MOU from the effective date of this Amendment through June 13, 2003.

**2.1.1.4.2** \$.0007 per MOU from June 14, 2003 until thirty six (36) months after the effective date of the FCC ISP Order or until further FCC action on intercarrier compensation, whichever is later.

**2.2** Local (§251 (b)(5)) Traffic

**2.2.1** Each Party shall terminate all Local (§251(b)(5)) Traffic (i.e. traffic below the 3:1 ratio) utilizing Sprint's cost-based rates for End Office Switching, Tandem Switching and Common Transport.

**3. Interconnection Facilities**

**3.1** The terms and conditions of this Amendment do not apply to compensation, including cost sharing, for the facilities the Parties use to exchange both ISP-bound Traffic and Local (§251(b)(5)) Traffic and the provisions of the Agreement governing compensation, including cost sharing, for such facilities shall continue to apply to all such facilities.

**4. Effective Date**

**4.1** This Amendment shall be deemed effective September 30, 2002, subject to approval by the Commission, and shall terminate either on the date the Agreement terminates or expires or on the date the FCC ISP Order is stayed, vacated, overruled, or otherwise rendered invalid or ineffective by a court of competent jurisdiction, whichever date is earlier. If the FCC ISP Order is stayed, vacated, overruled or otherwise rendered invalid or ineffective by a court of competent jurisdiction, at which time either party may invoke the change-in-law provision of the Interconnection Agreement.

**5. New Interconnection Agreement**

**5.1** Sprint shall continue to accept and process all of XO's orders for services available under the Agreement until such time as the New Interconnection Agreement is executed and effective. During such time, XO and Sprint shall comply with all payment and other related obligations under the Agreement as amended.

**6. Tag and Label Services**

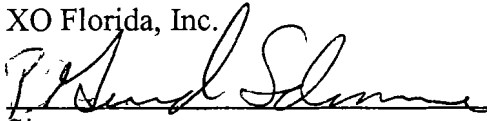
6.1 Sprint agrees to forgo charging XO for the provision of Tag and Label services until such time as Sprint has implemented the Commission's Order. Prior to such implementation of the Commission's Order, Sprint will provide to XO at no additional cost Tag and Label services on all new loop installations and on all maintenance "call outs" provided that the loop is not appropriately tagged and labeled at the time trouble is reported.

6.2 Notwithstanding the provisions of paragraph 6.1 above, in the event that Sprint responds to a maintenance call from XO and finds that a circuit is working within its specifications and the circuit is correctly tagged and labeled, Sprint's "Trouble Isolation Charge" will apply, and XO agrees to pay that charge. The Parties agree that no charge will apply if, upon such a maintenance call, Sprint finds the circuit is not working within its specifications whether or not the circuit is properly tagged and labeled.

**7. Further Amendments**

7.1 Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except in writing executed by an authorized representative of both Parties. This Amendment constitutes the entire Agreement between the Parties, and supercedes all previous Agreements entered into between the Parties with respect to the subject matter of this Amendment.

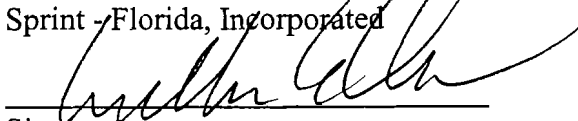
7.2 The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

XO Florida, Inc.  
  
Signature

R. Gerard Salemm  
Name Printed/Typed

Senior Vice President External Affairs  
Title

4/4/03  
Date

Sprint -Florida, Incorporated  
  
Signature

William E. Cheek  
Name Printed/Typed

President Wholesale Markets  
Title

4/4/03  
Date