

ORIGINAL

Legal Department

ANDREW D. SHORE
Senior Regulatory Counsel

BellSouth Telecommunications, Inc.
150 South Monroe Street
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Tallahassee, Florida 32301
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October 20, 2005

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OCT 20 PM 4:28
COMMISSION
CLERK

Mrs. Blanca S. Bayó
Division of the Commission Clerk and
Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

**Re: Docket No. 050813-EO
Request for approval of amendment to interconnection, unbundling,
resale, and collocation agreement between BellSouth
Telecommunications, Inc. and XO Communications Services, Inc.**

Dear Ms. Bayó:

On October 14, 2005, BellSouth Telecommunications, Inc. filed an Amendment to Interconnection, Unbundling, Resale and Collocation Agreement with XO Communications Services, Inc. in the captioned docket. Upon this letter, BellSouth is requesting to have that Amendment entirely replaced with this version of the Amendment to Interconnection, Unbundling, Resale and Collocation Agreement with XO Communications Services, Inc.

Sincerely,

Andrew D. Shore
Andrew D. Shore

- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
- OPC _____
- RCA _____
- SCR _____
- SGA _____
- SEC 1
- OTH _____

Enclosures

cc: Marshall M. Criser III
R. Douglas Lackey
Nancy B. White
Vicki Kaufman

RECEIVED & FILED
AS
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DAT
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FPSC-COMMISSION CLERK

Exhibit A

**Amendment to the Agreement
Between
XO Communications Services, Inc.
and
BellSouth Telecommunications, Inc.
Dated October 25, 2002**

Pursuant to this Amendment, (the "Amendment"), XO Communications Services, Inc. ("XOCS"), 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 25, 2002 ("Agreement") to be effective after the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and XOCS entered into the Agreement on October 25, 2002, 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 hereby amend the Agreement as follows:
 - (a) A new Section 1.11 is added to Attachment 2 of the Agreement as follows:

1.11 Conversion of Wholesale Services to Network Elements

BellSouth shall convert the circuits set forth in Exhibit D to the equivalent Network Element or Combination that is available to XOCS under this Agreement ("Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit C. Any rate change resulting from the Conversion will be effective as of November 1, 2005, for circuits for which BellSouth has received a Conversion request from XOCS, consisting of accurate completion of the required fields on the BellSouth-supplied spreadsheet form. A wholesale service that is converted in its entirety shall be considered terminated for purposes of any volume and/or term commitments and/or wholesale services in grandfathered status between XOCS and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. In such cases, BellSouth shall not physically disconnect, separate, alter or change the equipment and facilities employed to provide the wholesale service. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages to the extent that such guidelines do not conflict with the provisions of this Agreement.

- (b) Exhibit C of Attachment 2 is amended by adding the rates set forth in Appendix 2 hereto.
- (c) A new Exhibit D attached hereto as Appendix 1 is added to Attachment 2 of the Interconnection Agreement.
- (d) A new Section 1.12 is added to Attachment 2 of the Agreement as follows:

1.12 Commingling of Services

- 1.12.1 Commingling is as defined in 47 C.F.R. 51.5. BellSouth shall permit XOCS to Commingle the circuits set forth in Exhibit D, upon Conversion thereof, with such wholesale services obtained from BellSouth. BellSouth shall, upon request of XOCS, perform the functions necessary to Commingle the circuits set forth in Exhibit D, upon Conversion, with one or more such BellSouth wholesale facilities or services that XOCS has obtained. BellSouth UNE operational policies and procedures implemented to effect Commingled arrangements shall not operationally or practically impair or impede XOCS' ability to convert existing arrangements to Commingled arrangements in a timely and efficient manner. The conversion process should be seamless and should not affect the end user perception of service quality. XOCS must comply with all rates, terms or conditions applicable to such wholesale facilities used for telecommunication services.
- 1.12.2 Subject to the limitations set forth elsewhere in this Agreement, BellSouth shall not deny a Conversion of the circuits set forth in Exhibit D or deny commingling of the circuits set forth in Exhibit D on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.
- 1.12.3 Unless otherwise agreed to by the Parties, once the circuits set forth in Exhibit D have been converted, the Network Element portion of a commingled circuit resulting from such Conversion will be subject to the rates, terms and conditions set forth in this Agreement and the remainder of the circuit or service will be subject to the rates, terms and conditions of the applicable BellSouth tariff or separate agreement between the Parties.
- 1.12.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.
- 1.12.5 Notwithstanding any other provision of this Agreement, the Parties disagree as to whether BellSouth is required to commingle Network Elements or Combinations of Network Elements with any service, network element or other offering that it is obligated to make available to

other carriers only pursuant to Section 271 of the Act. For purposes of this Amendment, therefore, BellSouth does not agree to allow such commingling with a Section 271 service, network element, or other 271 offering. Nothing in this Section shall prevent XOCS from commingling the circuits set forth in Exhibit D, subsequent to Conversion, with tariffed special access loop and transport services.

- e. A new Section 1.13 is added to Attachment 2 of the agreement as follows:
 - 1.13 Section 1.11 and 1.12 above applies only to those circuits that are set forth in Exhibit D hereto. The Parties agree that such circuits comply, as of the Effective Date of this Amendment, with the requirements set forth in 47 C.F.R. 51.309(f) and 47 C.F.R. 51.309(G), 47 C.F.R. 51.316, and/or 47 C.F.R. 51.318 and that such requirements and the procedures set forth by the FCC in its Triennial Review Order, FCC 03-36, In Docket No. 01-338) apply to the circuits set forth in Exhibit D as of the Effective Date of this Amendment.
 - 3. Section 1.11 results from a compromise and settlement of disputed claims and is included solely as a result of the terms of such settlement. Neither Party shall use the agreement to these provisions against the other Party in any litigation relating to the appropriate rates, terms and conditions that should apply to the subject matter of this Section 1.11 for circuits other than those set forth in Appendix 1.
 - 4. All of the other provisions of the Agreement, dated October 25, 2002, shall remain in full force and effect.
 - 5. 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 Agreement the day and year written below.

BellSouth Telecommunications, Inc.

XO Communications Services, Inc.

By: Kristen E. Shore

By: Heather Gold

Name: Kristen E. Shore

Name: Heather Gold

Title: Director

Title: VP Government Relations

Date: 9/28/05

Date: 9-28-05

Circuit ID

Appendix 1
Attachment 2
Exhibit D

REDACTED

Appendix 1
Attachment 2
Exhibit D

Appendix 1
Attachment 2
Exhibit D

[CCCS Amendment 8 of 17]

REDACTED

Appendix 1
Attachment 2
Exhibit D

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Appendix 1
Attachment 2
Exhibit D

Appendix 1
Attachment 2
Exhibit D

Appendix 1
Attachment 2
Exhibit D

[CCCS Amendment 12 of 17]

REDACTED

Appendix 1
Attachment 2
Exhibit D

[CCCS Amendment 13 of 17]

REDACTED

Appendix 1
Attachment 2
Exhibit D

[CCS Amendment 14 of 17]

REDACTED

Appendix 1
Attachment 2
Exhibit D

REDACTED

Appendix 1
Attachment 2
Exhibit D

[CCCS Amendment 16 of 17]

REDACTED

UNBUNDLED NETWORK ELEMENTS - Florida														Attachment: 2 Esh. B					
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							OSS Rates(\$)			
							First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																			
2-WIRE ANALOG VOICE GRADE LOOP																			
	Switch-As-Is Conversion rate per UNE Loop, Single LSR. (per DS0)			UEA, NTCVG	URES L		24.97	3.52											
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet. (per DS0)			UEA, NTCVG	URES P		26.46	5.01											
4-WIRE ANALOG VOICE GRADE LOOP																			
	Switch-As-Is Conversion rate per UNE Loop, Single LSR. (per DS0)			UEA, NTCVG	URES L		24.97	3.52											
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet. (per DS0)			UEA, NTCVG	URES P		26.46	5.01											
4-WIRE DS1 DIGITAL LOOP																			
	Switch-As-Is Conversion rate per UNE Loop, Single LSR. (per DS1)			USL, NTC01	URES L		24.97	3.52											
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet. (per DS1)			USL, NTC01	URES P		26.46	5.01											
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																			
	Switch-As-Is Conversion rate per UNE Loop, Single LSR. (per DS0)			UDL, NTCUD	URES L		24.97	3.52											
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet. (per DS0)			UDL, NTCUD	URES P		26.46	5.01											
ADDITIONAL NETWORK ELEMENTS																			
When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.																			
When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.																			
Nonrecurring Currently Combined Network Elements "Switch As Is" Charge																			
Optional Features & Functions:																			
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES L		40.26	13.52											
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (Spreadsheet)			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES P		64.09	25.64											
Service Rearrangements																			
	Commingling Authorization			UNCVX, UNCDX, UNCX1X, UNCSX, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDL, SX, U1TVX, U1TDX, U1TUB	CMGAU	0.00	0.00	0.00	0.00	0.00									