



AT&T Florida
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July 12, 2010

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

Re: Approval of Three Amendments to the Interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and XO Communications Services, Inc.

Dear Mrs. Cole:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast Amendment to Interconnection, unbundling, resale and collocation Agreement with XO Communications Services, Inc.

The underlying agreement was filed on December 5, 2002 in docket 011119-TP.

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

Very truly yours,

for Robyn Yant
Jerry D. Hendrix
Regulatory Vice President

- COM _____
- APA _____
- ECR _____
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- RAD _____
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- OPC _____
- CLK Grant

DOCUMENT NUMBER-DATE
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**Amendment to the Interconnection Agreement
Between
XO Communications Services, Inc. and
BellSouth Telecommunications, Inc.
Dated October 25, 2002**

This Amendment is entered into by and between XO Communications Services, Inc. ("XOCS") successor by operation of law to XO Florida, Inc. ("XO") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties," to amend that certain Interconnection Agreement between the Parties dated October 25, 2002 ("Interconnection Agreement") to be effective April 4, 2005.

WHEREAS, XO has assigned the Interconnection Agreement to XO Communications Services, Inc. (XOCS), a Delaware corporation.

WHEREAS, the Parties desire that the Interconnection Agreement be amended to reflect the correct corporate entity name.

NOW, THEREFORE, in consideration of the mutual promises and covenants 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 name of XO Florida, Inc. (XO) in the Interconnection Agreement is hereby deleted throughout the Interconnection Agreement and replaced with XO Communications Services, Inc. (XOCS).
2. The Parties agree to delete and replace in its entirety Section 22.1 of General Terms and Conditions as follows:

22.1 With respect to legal notices, every such notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by US mail postage prepaid, address to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 10th Floor
Birmingham, AL 35203

and

9/15/02

**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 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 agree to delete Section 22.1 of the General Terms and Conditions and replace with new Section 22.1 as follows:

- 22.1 Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 10th floor
Birmingham, AL 35203

and

ICS Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

XO Communications Services, Inc.

Kristin Shulman
Executive Director - Regulatory
810 Jorie Blvd., Suite 200
Oak Brooke, IL 60523
Telephone Number: 630-371-3311
Facsimile Number: 469-461-7159

**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:

I. 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
Name: Kristen E. Shore
Title: Director
Date: 9/28/05

By: Heather Cold
Name: Heather Cold
Title: SR Government Relations
Date: 9-28-05

Circuit ID
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Appendix 1
Attachment 2
Exhibit D

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Appendix 1
Attachment 2
Exhibit D

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Appendix 1
Attachment 2
Exhibit D

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T3.HCGS.599854..SC
T3.HCGS.600143..SC
T3.HCGS.601778..SC
T3.HCGS.604913..SC

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T3.HCGS.605515..SC
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T3.HCGS.607060..SC
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T4.HCGS.691572..SC
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T4.HCGS.691662..SC
T4.HCGS.691978..SC
T4.HCGS.692256..SC
T4.HCGS.692257..SC

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T4.HCGS.692541..SC
T4.HCGS.692600..SC
T4.HCGS.692601..SC
T4.HCGS.692729..SC
T4.HCGS.692823..SC
T4.HCGS.692972..SC
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T4.HCGS.693536..SC
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T4.HCGS.693833..SC
T4.HCGS.695511..SC
T4.HCGS.700975..SC
T4.HCGS.704222..SC
T4.HCGS.729768..SC
T4.HCGS.729769..SC
T4.HCGS.729770..SC
T4.HCGS.729775..SC
T4.HCGS.729776..SC

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2 Exh. 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						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	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 NTCD1	URES L		24.97	3.52							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL NTCD1	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		40.28	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															
	Commencing Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNC5X, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUJ	CMGAU		0.00	0.00	0.00	0.00	0.00				