

Eric Fryson

130163-TP

From: Scobie, Teresa A (TERRY) <terry.scobie@verizon.com>
Sent: Friday, June 14, 2013 9:53 AM
To: Filings@psc.state.fl.us
Cc: O'Roark, Dulaney L; contract admin filing status; legal@365wireless.net
Subject: Petition of Verizon Florida LLC For Approval of Amendment No. 2 to Interconnection Agreement with 365 Wireless, LLC
Attachments: VZ FL-365 Wireless 2nd Amendment 6-14-13.pdf

The attached is submitted for filing on behalf of Verizon Florida LLC by

Dulaney L. O'Roark III
One Verizon Place
Alpharetta, GA 30004
(678) 339-5081
de.oroark@verizon.com

The document consists of a total of 8 pages - cover letter (1 page), Petition and Amendment (6 pages), and Certificate of Service (1 page).

Terry Scobie
Legal Secretary II
Verizon Legal Department
610 E. Zack Street, 5th Floor
Tampa, Florida 33602
813-483-2610 (tel)
813-204-8870 (fax)
terry.scobie@verizon.com

Dulaney L. O'Roark III
General Counsel - South
Legal Department



One Verizon Place
Alpharetta, Georgia 30004
Phone 678-339-5081
Fax 678-339-8492
de.oroark@verizon.com

June 14, 2013 – VIA ELECTRONIC MAIL

Ann Cole, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 130163-TP
Petition for Approval of Amendment No. 2 to Interconnection and Collocation
Agreement Between 365 Wireless, LLC and Verizon Florida LLC

Dear Ms. Cole:

The above-referenced Petition is enclosed for filing. The amendment consists of a total of five pages. Service has been made as indicated on the Certificate of Service. If there are any questions regarding this matter, please contact me at (678) 339-5081.

Sincerely,

s/ Dulaney L. O'Roark III

Dulaney L. O'Roark III

tas

Enclosures

DOCUMENT NUMBER-DATE

03312 JUN 14 2013

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Amendment No. 2 to) Docket No.
Interconnection and Collocation Agreement Between) Filed: June 14, 2013
365 Wireless, LLC and Verizon Florida LLC)
_____)

**PETITION OF VERIZON FLORIDA LLC FOR APPROVAL OF
AMENDMENT NO. 2 TO INTERCONNECTION AND COLLOCATION
AGREEMENT WITH 365 WIRELESS, LLC**

Verizon Florida LLC ("Verizon") files this petition before the Florida Public Service Commission ("Commission") seeking approval of Amendment No. 2 to its interconnection and collocation agreement with 365 Wireless, LLC. ("365"). The Verizon/365 agreement was filed with the Commission on August 9, 2011, Docket No. 110240-TP.

Verizon requests that the Commission approve the attached amendment and that Verizon be granted all other relief proper under the circumstances.

Respectfully submitted on June 14, 2013.

By: s/ Dulaney L. O'Roark III
Dulaney L. O'Roark III
One Verizon Place
Alpharetta, GA 30004
Phone: (678) 339-5081
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Attorney for Verizon Florida LLC

DOCUMENT NUMBER-DATE

03312 JUN 14 2

FPSC-COMMISSION CLERK

AMENDMENT NO. 2
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
VERIZON FLORIDA LLC
AND
365 WIRELESS, LLC

This Amendment No. 2 (this "Amendment") shall be deemed effective on May 24, 2013 (the "Amendment Effective Date"), by and between Verizon Florida LLC ("Verizon"), a Florida limited liability company with offices at 610 E. Zack Street, Tampa, Florida 33602, and 365 Wireless, LLC ("365"), a Georgia limited liability company with offices at 2870 Peachtree Road, #951 Atlanta, Georgia 30305 (Verizon and 365 may be hereinafter referred to individually, as a "Party" and collectively as the "Parties"). This Amendment only covers the services addressed herein that Verizon provides in its operating territory in the State of Florida (the "State").

WITNESSETH:

WHEREAS, Verizon and 365 are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated July 1, 2011 (the "Agreement"); and

WHEREAS, on November 18, 2011, in the Report and Order, *In the Matter of Connect America Fund, et al.*, 10-90, et al., FCC 11-161 (rel. Nov. 18, 2011) (the "Order"), as modified by the Order On Reconsideration in the same docket (rel. Dec. 23, 2011) (the "Order on Reconsideration"), the Federal Communications Commission provided rules for (among other things) intercarrier compensation for traffic exchanged between Commercial Mobile Radio Service ("CMRS") providers and Local Exchange Carriers; and

WHEREAS, in the Order, as modified by the Order on Reconsideration (and subject to the implementation timetable therein), the Commission adopted bill-and-keep as the default compensation for non-access traffic between local exchange carriers and CMRS providers (hereinafter referred to as "IntraMTA Default Compensation"); and

WHEREAS, 365 has requested that the Parties amend the Agreement to address the matters set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amendment to Agreement.** The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (such Agreement, as so amended, the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").
 - 1.1 **Reciprocal Compensation Rate.**

- 1.1.1 For traffic exchanged on and after the Rate Effectiveness Date (as defined below), the Reciprocal Compensation Rate that shall apply pursuant to Section 251(b)(5) of the Act and Section 7 of the Two-Way Wireless Attachment of the Agreement for the transport and termination of Reciprocal Compensation Traffic, shall be the Reciprocal Compensation Rate set out in Exhibit A to this Amendment.
- 1.1.2 [Intentionally Left Blank].
- 1.1.3 The Reciprocal Compensation Rate provided for in Section 1.1.1 above shall replace and apply in lieu of the Reciprocal Compensation Rate for the transport and termination of Reciprocal Compensation Traffic set out in the Agreement (including, but not limited to, the Reciprocal Compensation Rate set out in Section A.I of Exhibit A of Amendment No. 1 to the Agreement).
- 1.1.4 The Reciprocal Compensation Rate provided for in Section 1.1.1 above shall apply to the Parties in an equal and symmetrical manner.
- 1.1.5 The Reciprocal Compensation Rate (including, but not limited to, per minute of use rates) billed by 365 to Verizon shall not exceed the Reciprocal Compensation Rate (including, but not limited to, per minute of use rates) billed by Verizon to 365.
- 1.1.6 The "Rate Effectiveness Date" shall be the later of: (a) the Amendment Effective Date, (b) July 1, 2012, or (c) such later date that the FCC or a court of competent jurisdiction subsequently establishes as the date on which IntraMTA Default Compensation becomes effective (the "Subsequent Rate Effectiveness Date"). In the event that the FCC or a court of competent jurisdiction issues a Subsequent Rate Effectiveness Date after the Parties implement the Rate Effectiveness Date, then the Subsequent Rate Effectiveness Date shall become the new Rate Effectiveness Date, and any amounts paid or payable by the Parties shall be adjusted retroactively.
- 1.1.7 The rates set forth in this Amendment shall apply until such time as they are replaced prospectively by such new rates as may be approved or allowed into effect from time to time by the Commission pursuant to FCC orders and FCC regulations, or by the FCC, subject to a stay or other order issued by a court of competent jurisdiction.
- 1.2 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.

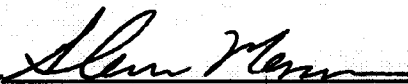
2. Miscellaneous Provisions.

- 2.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.1.
- 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.

- 2.3 **Counterparts.** This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.4 **Captions.** The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 2.5 **Scope of Amendment.** This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment, and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.
- 2.6 **Joint Work Product.** The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 2.7 **Amendments.** No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 **Waivers.** A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.
- 2.9 **Definitions.** Notwithstanding any other provision in the Agreement, this Amendment or any Verizon Tariff or SGAT, the term "Tariff," as used in this Amendment, shall mean: (a) Any applicable Federal or state tariff of a Party, as amended from time to time; or (b) any standard agreement or other document, as amended from time to time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service. The term "Tariff" does not include any Verizon Statement of Generally Available Terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.
- 2.10 **Further Assurance.** 365 represents and warrants that as of the Amendment Effective Date, and covenants that so long as this Amendment and the Agreement remain in effect, neither 365, nor any CMRS provider controlled by or under common control with 365, shall exchange with Verizon, or any incumbent local exchange carrier controlled by or under common control with Verizon, Reciprocal Compensation Traffic for the State of Florida at any rates other than the rates for such traffic as specified in this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

365 WIRELESS, LLC

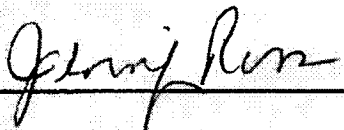
By: 

Printed: Glenn Messner

Title: VP Finance

Date: May 20, 2013

VERIZON FLORIDA LLC

By: 

Printed: Jennifer Ross

Title: Director-Interconnection

Date: June 4, 2013

EXHIBIT A

A. SERVICES, FACILITIES, AND ARRANGEMENTS:

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
I. Reciprocal Compensation Traffic Termination Reciprocal Compensation Traffic	For traffic exchanged on and after the Rate Effectiveness Date: \$0.00 per minute of use. (Bill-and-Keep.)	Not Applicable

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the foregoing were sent via U.S. mail(*)
and/or electronic mail(**) on June 14, 2013 to the following:

Staff Counsel(*)
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

365 Wireless, LLC(**)
Attention: Tony D. Cash
1500 Trotters Cove
Atlanta, GA 30338
legal@365wireless.net

s/ Dulaney L. O'Roark III