

Dorothy Menasco

From: Scobie, Teresa A (TERRY) <terry.scobie@verizon.com>
Sent: Tuesday, March 18, 2014 10:03 AM
To: Filings@psc.state.fl.us
Cc: O'Roark, Dulaney L; contract admin filing status; anitataffrice@earthlink.net
Subject: Verizon Florida LLC's Petition for Approval of Amendment No. 2 to IURC Agreement with RCLEC, Inc.
Attachments: VZ FL-RCLEC Inc. Amendment 2_3-18-2014.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 (tel)
678-339-8492 (fax)
de.oroark@verizon.com

The attached document consists of a total of 10 pages - cover letter (1 page),
Petition (1 page), Amendment
(7 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)
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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

March 18, 2014 – **VIA ELECTRONIC MAIL**

Carlotta S. Stauffer, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No.
Petition for Approval of Amendment No. 2 to Interconnection, Unbundling,
Resale and Collocation Agreement between Verizon Florida LLC and
RCLEC, Inc.

Dear Ms. Stauffer:

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

Sincerely,

s/ Dulaney L. O'Roark III

Dulaney L. O'Roark III

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Enclosures

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Amendment No. 2)
to the Interconnection, Unbundling, Resale and)
Collocation Agreement between Verizon Florida)
LLC and RCLEC, Inc.)
_____)

Docket No.
Filed: March 18, 2014

**PETITION FOR APPROVAL OF AMENDMENT NO. 2 TO THE
INTERCONNECTION, UNBUNDLING, RESALE AND COLLOCATION AGREEMENT
BETWEEN VERIZON FLORIDA LLC AND RCLEC, INC.**

Verizon Florida LLC (Verizon) files this petition before the Florida Public Service Commission (Commission) seeking approval of Amendment No. 2 to the interconnection, unbundling, resale and collocation agreement between Verizon and RCLEC, Inc. RCLEC, Inc.'s 252(i) adoption with modifications of the existing terms of the Verizon/BCN Telecom, Inc. agreement was filed with the Commission on April 15, 2013. According to Staff's memorandum in Docket No. 130084-TP, the adoption went into effect by operation of law on July 18, 2013.

Verizon respectfully requests that the Commission approve its petition and that Verizon be granted all other relief proper under the circumstances.

Respectfully submitted on March 18, 2014.

By: s/ Dulaney L. O'Roark III
Dulaney L. O'Roark III
One Verizon Place
Alpharetta, GA 30004
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Attorney for Verizon Florida LLC

AMENDMENT NO. 2
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
VERIZON FLORIDA LLC
AND
RCLEC, INC.

This Amendment No. 2 (this "Amendment") shall be deemed effective on February 12, 2014 (the "Amendment Effective Date"), by and between Verizon Florida LLC ("Verizon"), a Florida limited liability company with offices at 610 E. Zack Street, Tampa, FL 33602, and RCLEC, Inc. ("RCLEC"), a Delaware corporation with offices at 1400 Fashion Island Blvd., 7th floor, San Mateo, California 94404. (Verizon and RCLEC 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 within its operating territory within the state of Florida.

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated February 15, 2013 (the "Adoption Letter"), RCLEC adopted in the State of Florida, the terms of the interconnection agreement between BCN Telecom, Inc. and Verizon that was approved by the Florida Public Service Commission (such Adoption Letter and underlying adopted interconnection agreement referred to herein, together with any amendment(s) thereto, collectively being the "Agreement");

WHEREAS, in the case *Talk America, Inc. v. Michigan Bell Telephone Co.*, 131 S.Ct. 2254 (2011), the United States Supreme Court issued an order addressing the obligations of an incumbent local exchange carrier ("ILEC") to make certain local interconnection facilities available to competitors at cost-based rates; and

WHEREAS, RCLEC 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. **Rates for Qualifying Entrance Facilities.** The rates for Qualifying Entrance Facilities, as defined in Section 2 of this Amendment, and subject to the terms hereof, shall be the rates set forth in Exhibit A hereto.
2. **Qualifying Entrance Facilities.** A "Qualifying Entrance Facility" shall be an existing DS-1 or DS-3 switched transport facility that is configured to carry Interconnection Trunks used for the transport and termination of Local Traffic originated by end-user Customers served by RCLEC, for termination to end-user Customers served by Verizon (such traffic, "Local First Party Traffic"), in accordance with Section 3 hereof.
 - 2.1 Qualifying Entrance Facilities shall include only such DS-1 or DS-3 facilities as exist as of the Amendment Effective Date and are available as of the date on which RCLEC submits an order (ASR) to obtain such facilities. Verizon shall be under no obligation to construct

new facilities for use as Qualifying Entrance Facilities if sufficient facilities do not exist or are unavailable as set forth in this subsection.

- 2.2 A Qualifying Entrance Facility shall not be used by RCLEC to deliver interexchange traffic, or any traffic other than Local Traffic.
 - 2.2.1 "Local Traffic" for purpose of this Amendment shall be telephone traffic and similar communications on the public switched telephone network (e.g. facsimile transmissions), in which the physical location of the terminating end-user Customer is located within the basic local exchange area (as defined by the ILEC serving such location, and including non-optional extended area service) in which the originating end-user Customer is physically located.
- 2.3 A Qualifying Entrance Facility shall not be used by RCLEC to deliver transit traffic, third-party traffic, or for the exchange of any traffic other than traffic originated by end-user customers served by RCLEC, delivered to Verizon by RCLEC for termination to end-user customers served by Verizon.
- 2.4 Traffic exchanged over Qualifying Entrance Facilities shall comply with all obligations and meet all other requirements applicable to traffic exchanged over Interconnection Trunks, as set forth in the Agreement.
3. Interconnection with Qualifying Entrance Facilities. The following terms shall apply for network interconnection with Qualifying Entrance Facilities.
 - 3.1 RCLEC shall establish a Point of Interconnection (each, a "Qualifying POI") located within the serving area of each local Tandem within a LATA in which RCLEC holds assigned telephone numbers, or in which Verizon end-users to which RCLEC terminates Local Traffic are located.
 - 3.2 RCLEC shall deliver Local First Party Traffic to Verizon's relevant switch over Interconnection Trunks as follows:
 - 3.2.1 RCLEC shall order, and (subject to the terms hereof) Verizon shall provide, Qualifying Entrance Facilities configured as One-Way or Two-Way Interconnection Trunks from each Qualifying POI to the relevant Verizon local Tandem (or, as set forth in Section 3.2.3, to the relevant Verizon End Office).
 - 3.2.2 If Qualifying Entrance Facilities from one or more Qualifying POIs are unavailable as set forth herein, RCLEC shall order switched access services from such Qualifying POI to the relevant Verizon local Tandem (or, as set forth in Section 3.2.3, to the relevant End Office) out of Verizon's applicable intrastate switched access tariff, to be provided according to the terms and conditions set forth therein, and configured to carry One-Way or Two-Way Interconnection Trunks.
 - 3.2.3 If the volume of Local First Party Traffic from a Qualifying POI to a particular Verizon End Office exceeds (a) 200,000 minutes of use in a single month, or (b) 600 busy hour Centum Call Seconds (BHCCS) in a single month, RCLEC shall implement direct trunking to such End Office, using Qualifying Entrance Facilities or other facilities as set forth in Sections 3.2.1 and 3.2.2.
 - 3.3 RCLEC shall deliver traffic other than Local First Party Traffic (including non-Local Traffic, Tandem Transit Traffic, translated toll-free traffic, switched access traffic, and

911/E911 Traffic) to Verizon's relevant Tandem or End Office switch on separate trunk groups configured and provisioned as set forth in the Agreement.

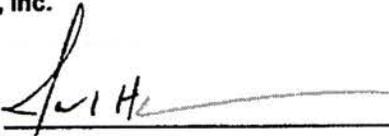
4. Miscellaneous Provisions.

- 4.1 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 4.1.
- 4.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 4.8 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.
- 4.9 Tariff Documents. 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.

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

RCLEC, Inc.

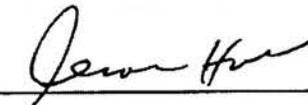
By: 

Printed: John Marlow

Title: CEO

Date: 2/18/2014

VERIZON FLORIDA LLC

By: 

Printed: Jerome Holland

Title: VP- Global Wholesale

Date: 3-5-14

EXHIBIT A

A. SERVICES, FACILITIES, AND ARRANGEMENTS:

Service or Element Description:

Qualifying Entrance Facility: Loop

Monthly Recurring Charges:

CDT DS1 \$ 185.27▲
 CDT DS3 \$ 972.23▲

Non-Recurring Charges:

	Ordering	Ordering	Provisioning	
			Service	Connection
	100%	Semi-	Initial	Add'l
CDT DS1 & CDT DS3▲	Manual	Mechanized	Unit	Unit
Entrance Facility/Dedicated Transport DS1/DS3- Initial	\$ 53.55	\$ 43.16	\$ 386.17	N/A
Entrance Facility/Dedicated Transport DS1/DS3- Disconnect	\$ 41.73	\$ 25.01	\$ 156.58	N/A
Entrance Facility/Dedicated Transport DS1/DS3- Subsequent	\$ 44.36	\$ 24.94	\$ 96.15	N/A

▲ Ordered in Docket 990649B-TP, Order No. PSC-02-1574-FOF-TP issued November 15, 2002.

Qualifying Entrance Facility: Interoffice Transmission

Monthly Recurring Charges:

IDT DS1 Transport Facility per mile \$ 0.19▲
 IDT DS1 Transport per Termination \$ 21.35▲
 IDT DS3 Transport Facility per mile \$ 0.94▲
 IDT DS3 Transport per Termination \$ 50.50▲

Non-Recurring Charges:

	Ordering	Ordering	Provisioning	
			Service	Connection
	100%	Semi-	Initial	Add'l
IDT DS1 & IDT DS3▲	Manual	Mechanized	Unit	Unit
Advanced - Complex - Initial	\$ 61.55	\$ 43.16	\$ 314.33	N/A
Advanced - Complex - Disconnect	\$ 41.73	\$ 25.01	\$ 119.26	N/A
Advanced - Complex - Subsequent	\$ 44.36	\$ 24.94	\$ 86.89	N/A

◆ Ordered in Docket 990649B-TP, Order No. PSC-02-1574-FOF-TP issued November 15, 2002.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the foregoing were sent via U.S. mail and/or electronic mail on March 18, 2014 to the following:

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

RCLEC, Inc.
Attention: Anita Taff-Price
1547 Palos Verdes, #298
Walnut Creek, CA 94597
anitataffrice@earthlink.net

s/ Dulaney L. O'Roark III