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COMMISSION
CLERK

October 21, 2002

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

Re: Docket No. *021063-TP*
Petition of Verizon Florida Inc. for Approval of Amendment No. 1 to
Interconnection, Unbundling and Resale Agreement with
Allegiance Telecom of Florida, Inc.

Dear Ms. Bayo:

Please find enclosed an original and five copies of Verizon Florida Inc.'s Petition for Approval of Amendment No. 1 to Interconnection, Unbundling and Resale Agreement with Allegiance Telecom of Florida, Inc. The amendment consists of three pages. Service has been made as indicated on the Certificate of Service. If there are any questions regarding this matter, please contact me at (813) 483-2617.

Very truly yours,

or Kimberly Caswell

KC:tas
Enclosures

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DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Verizon Florida Inc. for Approval)
of Amendment No. 1 to Interconnection, Unbundling)
and Resale Agreement with Allegiance Telecom of)
Florida, Inc.)
_____)

Docket No. *021063-TP*
Filed: October 21, 2002

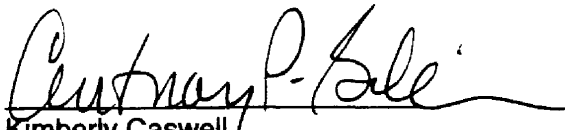
**PETITION OF VERIZON FLORIDA INC. FOR APPROVAL OF
AMENDMENT NO. 1 TO
INTERCONNECTION, UNBUNDLING AND RESALE AGREEMENT
WITH ALLEGIANCE TELECOM OF FLORIDA, INC.**

Verizon Florida Inc. (Verizon) (formerly GTE Florida Incorporated) files this petition before the Florida Public Service Commission (Commission) seeking approval of Amendment No. 1 to the interconnection, unbundling and resale agreement with Allegiance Telecom of Florida, Inc. (Allegiance). In support of this petition, Verizon states:

Allegiance's 252(i) adoption of the Verizon/Pathnet, Inc. interconnection, unbundling and resale agreement was approved by the Commission on June 14, 2001 in Docket No. 010742-TP. The attached amendment adopts the reciprocal compensation plan put forth in the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68.

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

Respectfully submitted on October 21, 2002.

By: 
Kimberly Caswell
P. O. Box 110, FLTC0007
Tampa, Florida 33601-0110
Telephone No. (813) 483-2617

Attorney for Verizon Florida Inc.

DOCUMENT NUMBER DATE

11395 OCT 21 8

FPSC-COMMISSION CLERK

AMENDMENT NO. 1
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
VERIZON FLORIDA INC., F/K/A GTE FLORIDA INCORPORATED
AND
ALLEGIANCE TELECOM OF FLORIDA, INC.

This Amendment No. 1 (this "Amendment") is entered into by and between Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon") and Allegiance Telecom of Florida, Inc. ("Allegiance") and is effective prospectively as of June 14, 2001. Verizon and Allegiance may be referred to herein collectively, as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Allegiance has previously adopted in Florida terms of the Interconnection, Resale and Unbundling Agreement between Verizon and Pathnet, Inc. which was approved by the Florida Public Service Commission's Order dated September 25, 2000 in Docket No. 000837 (the "Terms");

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to supplement the Terms.

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

1. **Intercarrier Compensation – Internet Traffic.** The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet traffic shall be governed by the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 ("Order on Remand"), *remanded sub nom. WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002), including, but not limited to, the rebuttable presumption established by the Order on Remand that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the Order on Remand for rebutting such presumption before the state commission. The Parties understand and agree further that notwithstanding any other provision of the Terms, that traffic exceeding the 3:1 ratio of terminating to originating traffic (as set forth in the Order on Remand) shall be exchanged on a bill and keep basis.
2. **Conflict between this Amendment and the Terms.** This Amendment shall be deemed to revise the terms and provisions of the Terms to the extent necessary to give effect to the terms and provisions hereof. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Terms, this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Terms, or in the Terms but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 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.

4 Scope of Amendment. This Amendment shall modify and revise the Terms only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Terms shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives.

Allegiance Telecom of Florida, Inc.

By: *C. Daniel Yost*

Printed: C. Daniel Yost

Title: President & COO

Date: 9/26/02

Verizon Florida Inc.

By: *Jeffrey A. Masoner*

Printed: Jeffrey A. Masoner

Title: Vice-President - Interconnection Services Policy & Planning

Date: 10/02/02

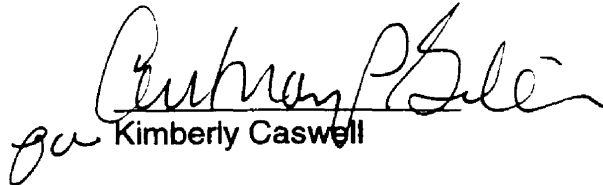
Reviewed By Allegiance Telecom Legal <u><i>M. A. Stael</i></u> Date <u>9/26/02</u>

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of Verizon Florida Inc.'s Petition For Approval of Amendment No. 1 to Interconnection, Unbundling and Resale Agreement with Allegiance Telecom of Florida, Inc. was sent via overnight delivery(*) on October 18, 2002 and U.S. mail(**) on October 21, 2002 to:

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

Allegiance Telecom of Florida, Inc.(**)
Attention: Gegi Leeger
Director - ILEC Agreements
1150 Connecticut Avenue, N.W., Suite 205
Washington, DC 20036


Kimberly Caswell