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verizon

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November 19, 2004

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

RECEIVED-PPSC
NOV 19 AM 10:16
COMMISSION
CLERK

Re: Docket No.
Petition of Verizon Florida Inc. for Approval of Amendment No. 3 to Interim
Interconnection Agreement with AT&T Communications of the Southern States,
LLC d/b/a AT&T

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of the above-referenced
Petition. The amendment consists of a total of nine 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) 483-1256.

Sincerely,

Richard A. Chapkis

Richard A. Chapkis

RAC:tas
Enclosures

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

12428 NOV 19 04

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Verizon Florida Inc. for Approval)
of Amendment No. 3 to Interim Interconnection)
Agreement with AT&T Communications of the)
Southern States, LLC d/b/a AT&T)
_____)
Docket No.
Filed: November 19, 2004

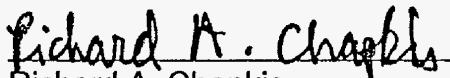
**PETITION OF VERIZON FLORIDA INC. FOR APPROVAL OF
AMENDMENT NO. 3 TO INTERIM INTERCONNECTION AGREEMENT WITH
AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC D/B/A AT&T**

Verizon Florida Inc. (Verizon), formerly known as GTE Florida Incorporated, files this petition before the Florida Public Service Commission (Commission) seeking approval of Amendment No. 3 to the interim interconnection agreement with AT&T Communications of the Southern States, LLC d/b/a AT&T. (AT&T). In support of this petition, Verizon states:

The Verizon/AT&T interim interconnection agreement was approved by the Commission by Order No. PSC-00-1776-FOF-TP issued September 28, 2000 in Docket No. 001274-TP. The attached amendment relates to transit, term and termination and TRO terms.

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 November 19, 2004.

By: 
Richard A. Chapkis
P. O. Box 110, FLTC0717
Tampa, Florida 33601-0110
Telephone No. (813) 483-1256

Attorney for Verizon Florida Inc.

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

AMENDMENT NO. 3

to the

INTERIM INTERCONNECTION AGREEMENT

between

**VERIZON FLORIDA INC.,
f/k/a GTE FLORIDA INCORPORATED**

and

AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.

This Amendment No. 3 (this "Amendment") shall be deemed effective on and as of October 18, 2004 (the "Effective Date") by and between Verizon Florida Inc., f/k/a GTE Florida Incorporated, a Florida corporation ("Verizon") with its principal place of business at 201 N. Franklin Street, Tampa, FL 33602-5167, and AT&T Communications of the Southern States, Inc. ("AT&T") with its principal place of business at One AT&T Way, Bedminster, NJ 07921. Verizon and AT&T are referred to herein collectively as the "Parties" and individually as a "Party". This Amendment covers services in the Verizon service territory in the State of Florida (the "State").

WITNESSETH:

WHEREAS, Verizon and AT&T previously entered into an interconnection agreement, under Sections 251 and 252 of the Telecommunications Act of 1996, dated as of August 1, 1997 (the "Original Agreement"); and

WHEREAS, pursuant to the term and termination provisions of the Original Agreement, Verizon took steps to cause the Original Agreement to terminate effective July 17, 2000; and

WHEREAS, the Parties subsequently entered into an interconnection agreement effective July 18, 2000 (the "Agreement"), thereby permitting AT&T to continue operating, subject to the terms and conditions of the Agreement, under the terms of the Original Agreement; and

WHEREAS, when the Agreement expired pursuant to its terms on January 17, 2001, the Parties further agreed to enter into a First Amendment, extending the termination date pursuant to its terms; and

WHEREAS, the Parties amended the Agreement pursuant to Amendment No. 2 thereto, effective as of May 30, 2003, regarding line splitting; and

WHEREAS, the Parties have been engaged in litigation regarding the issues addressed in this Amendment and, recognizing the inherent risks and expense of such litigation, the Parties have worked diligently to negotiate the terms of this Amendment to address such issues.

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

1) Amendment to the Agreement. The Parties amend the Agreement as follows:

a) The Parties hereby agree that the last two sentences of Section 2 of the Agreement (i.e., “The Agreement shall remain in effect for a period of three (3) years. This Agreement shall continue in effect for consecutive one (1) year terms, thereafter unless either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term.”) shall be deleted and amended and restated in their entirety to read:

“2.1 This Agreement shall remain in effect at least until February 28, 2005 (subject to the extension and termination provisions hereof, the “Amended Termination Date”), and such Amended Termination Date shall be extended on a month-to-month basis thereafter (i.e., the last calendar day of each subsequent month shall be considered the Amended Termination Date) unless terminated by AT&T or Verizon pursuant to the terms of this Agreement.

2.2 Each of AT&T and Verizon may terminate this Agreement by providing written notice no less than sixty (60) days in advance of the Amended Termination Date. Should either Party so terminate this Agreement:

2.2.1 such termination shall be deemed to constitute a renegotiations request for a successor interconnection agreement under Section 252 of the Act, and such renegotiations request date shall be deemed to fall on the Amended Termination Date of this Agreement;

2.2.2 the terms of this Agreement shall remain in effect until this Agreement is replaced by a successor agreement as long as, if the Parties have not executed a successor interconnection agreement within one hundred sixty (160) days after the renegotiations request date as set forth in Section 2.2.1 directly above, AT&T or Verizon has filed an arbitration petition for a successor interconnection agreement within one hundred sixty (160) days of such renegotiations request date (i.e., within 160 days of the Amended Termination Date of this Agreement); and

2.2.3 if the Parties have not executed a successor interconnection agreement nor has either Party filed an arbitration petition for a successor interconnection agreement, in each case within one hundred sixty (160) days of the Amended Termination Date of this

Agreement, then either Party thereafter may issue a written notice to the other Party initiating renegotiations for a successor interconnection agreement under Section 252 of the Act.”

- b) The Parties hereby agree that the following subsections 3.3.1 to 3.3.3 shall be added to Section 3.3 of the Agreement, effective March 14, 2005:

“3.3.1 Notwithstanding Section 3.3 preceding or otherwise, upon thirty (30) days written notice to AT&T, Verizon may decline to provide (or may decline to continue to provide) access to unbundled network elements (“UNEs”) or combinations of UNEs (“Combinations”) to AT&T to the extent that provision of access to such UNEs or Combinations has ceased or ceases to be subject to an unbundling requirement under the Federal Unbundling Rules. For the avoidance of any doubt, the Parties acknowledge that Verizon's right to cease providing the subject UNEs or Combinations shall take effect immediately on March 14, 2005 if Verizon issues (or has issued at any time after the Effective Date of this Amendment) the written notice at least thirty (30) days prior to March 14, 2005. The Parties also acknowledge this Amendment does not preclude the Parties from mutually agreeing in writing to terms different from those in this Amendment.

3.3.2 The “Federal Unbundling Rules” are defined as follows: Any effective requirement to provide access to UNEs that is imposed upon Verizon by the FCC pursuant to both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, or pursuant to the Interim Rules Order of the FCC released on August 20, 2004 (but only to the extent effective and not stayed, vacated, reversed, modified or otherwise rendered ineffective by the FCC or a court of competent jurisdiction).

3.3.3 Notwithstanding any other provision of the Agreement (including, but not limited to, the rates and charges set forth herein), Verizon may, but shall not be required to, implement any rate increases or new charges that may be established by the FCC in the effective provisions of its Interim Rules Order or in any subsequent rulemaking in CC Docket No. 01-338 or WC Docket No. 04-313 (or in any other Docket, if any, to the extent such other Docket deals with matters covered by CC Docket No. 01-338 or WC Docket No. 04-313), once effective, for UNEs or Combinations, or related services addressed by such Interim Rules Order or such subsequent rulemaking, by providing to AT&T notice of such rate increases or new charges, provided that the rate provisions of such FCC orders or rulemakings are not subject to a stay issued by any court of competent jurisdiction. Any such rate increases or new charges shall take effect on the date indicated in the notice provided by Verizon, but no earlier than thirty (30) days after provision of the notice and the later of (a) March 14, 2005 or (b) the date established by the FCC, and shall be paid by AT&T in accordance with the terms of the Agreement. Any such rate increases or new charges that the FCC may establish shall be in addition to, and not in limitation of, any rates or charges that the Commission may approve or has approved or that either Party may otherwise implement under the Agreement or applicable Tariffs, unless the FCC establishes such limit. Nothing set forth herein shall be deemed an admission of either Party

or limit either Party's right to appeal, seek reconsideration of, or otherwise seek to have stayed, modified, reversed, or invalidated any limit the FCC may impose on Verizon's rates and charges."

- c) The Parties hereby agree that Section 37.5 in Part IV of the Agreement shall be amended and restated in its entirety to read:

"37.5 Transit Service Traffic

37.5.1 Verizon shall make available Transit Service to AT&T on the terms and conditions set forth in this Agreement.

37.5.2 "Transit Service" means the delivery, by Verizon, through its access tandem, over Local/IntraLATA Interconnection Trunks, of the following Telephone Exchange Service traffic between an AT&T-owned Central Office Switch and a Central Office Switch owned by a third party LEC, ILEC (other than Verizon), or CMRS carrier (each such switch subtending the same Verizon access tandem): (a) Telephone Exchange Service traffic originated by AT&T's end user customers and terminated to such third party LEC's, ILEC's (other than Verizon's), or CMRS carrier's end user customers and (b) Telephone Exchange Service traffic originated by such third party LEC's, ILEC's (other than Verizon), or CMRS carrier's end user customers and terminated to AT&T's end user customers (such traffic collectively being referred to as "Transit Service Traffic"); for the avoidance of any doubt, neither the originating end user customer nor the terminating end user customer is a Verizon end user customer with respect to a Transit Service Traffic call.

37.5.3 AT&T represents that it does not have arrangements in place for the delivery of Telephone Exchange Service traffic between it and certain LECs, ILECs (other than Verizon) and CMRS carriers. As such, AT&T has requested that Verizon provide to AT&T, on an interim basis, an arrangement for the exchange of such Telephone Exchange Service traffic between AT&T and such LECs, ILECs (other than Verizon) and CMRS carriers. Accordingly, until the earlier of (a) the date on which AT&T has entered into an arrangement with such a third party LEC, ILEC (other than Verizon) or CMRS carrier for the delivery of Telephone Exchange Service traffic via direct trunks or (b) the termination of this Agreement in accordance with the termination provisions set forth herein, Verizon will make available to AT&T Transit Service for such Telephone Exchange Service traffic between AT&T and that third party LEC, ILEC (other than Verizon) or CMRS carrier, in accordance with the terms and conditions of this Agreement.

37.5.4 AT&T shall deliver to Verizon all Transit Service Traffic AT&T originates with CCIS and the appropriate Transaction Capabilities Application Part (TCAP) messages to facilitate full interoperability of CLASS features and billing functions.

37.5.5 The Parties will physically deliver Transit Service Traffic to each other pursuant to the terms and conditions for interconnection set forth in Sections 37.1 through 37.4, inclusive, of this Agreement.”

- d) The Parties hereby agree that Section 38.2 in Part IV of the Agreement shall be amended and restated in its entirety to read:

“38.2 Neither Party may send Exchange Access traffic or untranslated 800/888 traffic over Local/IntraLATA Interconnection Trunks. Notwithstanding the foregoing sentence, each Party may route Unqueried LNP Traffic over Local/IntraLATA Interconnection Trunks. The Party delivering Unqueried LNP Traffic shall not be responsible for any terminating charges associated with delivering such traffic provided that such Party is in compliance with the OBF Billing Committee resolution to Issue 1764, or as the OBF may update or modify the billing or message processing guidelines that address LNP and Exchange Access traffic.”

- e) The Parties hereby agree that Section 43.3.6 in Part V of the Agreement shall be amended and restated in its entirety to read:

“43.3.6 Transiting Traffic

43.3.6.1 AT&T shall pay to Verizon the Tandem Switching rate as set forth in Attachment 14 of this Agreement (as such rate may be amended from time to time in accordance with the terms of this Agreement) for each minute of use of Transit Service Traffic that originates from an AT&T-owned Central Office Switch.

43.3.6.2 [Intentionally Deleted]

43.3.6.3 [Intentionally Deleted]

43.3.6.4 [Intentionally Deleted]

43.3.6.5 By sending traffic to a non-Verizon end office(s) via a Verizon access tandem, AT&T assumes responsibility for compensation for all such traffic originating from an AT&T-owned Central Office Switch and delivered to the non-Verizon end office(s).

43.3.6.6 Payment of any terminating charges or other costs (access or otherwise) imposed or levied on Verizon by the third party LEC, ILEC (other than Verizon) or CMRS carrier receiving Transit Service Traffic that was originated from an AT&T-owned Central Office Switch is the responsibility of AT&T to the extent such terminating charges or other costs are appropriate under the terms of any agreement between AT&T and such third party LEC, ILEC (other than Verizon) or CMRS carrier. Payment of any such terminating charges or other costs imposed or levied on Verizon by the carrier receiving Transit Service Traffic that was originated from an AT&T-owned Central Office Switch shall also be the

responsibility of AT&T in those instances where AT&T lacks an agreement with such third party LEC, ILEC (other than Verizon), or CMRS carrier, but only to the extent that such third Party LEC, ILEC (other than Verizon) or CMRS carrier is authorized to impose or levy such terminating charges under Applicable Law. In either of the preceding cases, AT&T will pay the third party LEC, ILEC (other than Verizon) or CMRS carrier directly and Verizon may refer the third Party LEC, ILEC (other than Verizon) or CMRS carrier to AT&T to resolve payment. To the extent that a third party LEC, ILEC (other than Verizon) or CMRS carrier receiving Transit Service Traffic that was originated from an AT&T-owned Central Office Switch nonetheless imposes or levies terminating charges or other costs on Verizon, AT&T and Verizon shall cooperate in responding to the third party's request for payment.

43.3.6.7 AT&T agrees that Verizon is not responsible to pay AT&T any charges (termination or otherwise) with respect to Transit Service Traffic originated by a third party LEC, ILEC (other than Verizon) or CMRS carrier. AT&T assumes responsibility for negotiating a compensation arrangement with each LEC, ILEC (other than Verizon) and CMRS carrier that originates Transit Service Traffic that is delivered to AT&T.”

- f) The Parties hereby agree that Section 2.5.2 in Attachment 6 of the Agreement shall be amended and restated in its entirety to read:

“2.5.2 Verizon represents that it has already implemented the Ordering and Billing Forum's solutions and recommendations, in place on December 5, 2001, for providing operating company numbers ("OCNs") (i.e., OBF Issues 1921 and 2139). Verizon shall be liable to AT&T for AT&T's uncollectibles to the extent that they are caused by Verizon's own failure to provide to AT&T accurate information (pursuant to the OBF Billing Committee resolutions to OBF Issues 1921 and 2139) AT&T needs to bill third party carriers. Verizon shall satisfy any such obligation by paying amounts submitted by AT&T to Verizon, pursuant to the billing and payment terms of Attachment 6 of the Agreement, that accurately reflect the amount of such uncollectibles.”

- g) The following definitions shall be added to Attachment 11 of the Agreement:

“Telephone Exchange Service” shall have the meaning set forth in the Act.

“Unqueried LNP Traffic” shall mean traffic that: (i) an Interexchange Carrier delivers to a Party's End Office Switch that is reflected in the LERG as the routing point for the NPA/NXX code (or NPA/NXX thousands block(s) in those instances where the NPA/NXX code is open for number pooling) without first performing an LNP query; and (ii) terminates at a ported telephone number.

- h) The Parties hereby agree that Paragraph 7 of Appendix 4 to Attachment 14 of the Agreement shall be amended and restated in its entirety to read:

“7. Transit Service Traffic.

AT&T shall pay to Verizon the Tandem Switching rate as set forth in Annex 1 to this Appendix 4 (as such rate may be amended from time to time in accordance with the terms of this Agreement) for each minute of use of Transit Service Traffic that originates from an AT&T-owned Central Office Switch.”

- 2) Other Proceedings. The terms of this Amendment incorporate numerous accommodations and settlements with respect to the Parties’ respective positions and, as such, do not necessarily reflect positions that the Parties might take in other contexts. The fact that a Party (the “first Party”) has agreed to any particular term or condition in this Amendment shall not be used by the other Party in any way in any legal, equitable, or administrative action, or in any arbitration or the like, not having to do with this Amendment, to claim that the first Party acknowledges or agrees to such term or condition (e.g., the terms herein with respect to governing law for purposes of access to unbundled network elements).
- 3) Limitations. Notwithstanding anything set forth in the Agreement, nothing contained in the Agreement or this Amendment shall be deemed to constitute an agreement by Verizon that any item identified in the Agreement or this Amendment as a network element is (A) a network element under Applicable Law, or (B) a network element Verizon is required by Applicable Law to provide to AT&T on an unbundled basis. Nothing contained in the Agreement or this Amendment shall limit Verizon’s or AT&T’s right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Florida Public Service Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon’s obligations or AT&T’s rights under the Agreement, this Amendment or Applicable Law.
- 4) Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision 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 3.
- 5) 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.

- 6) 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 provision of this Amendment.

- 7) Scope of Amendment. This Amendment shall amend, modify and revise the Agreement 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 Agreement shall remain in full force and effect after the Effective Date.

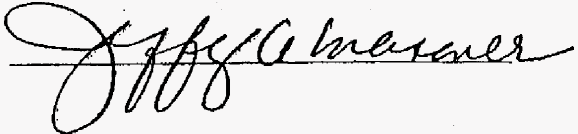
SIGNATURE PAGE

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

AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.

VERIZON FLORIDA INC.

By: 

By: 

Printed: Steve Huels

Printed: Jeffrey A. Masoner

Title: Region Vice President

Title: Vice President – Interconnection Services Policy and Planning

Date: 10/19/04


Date: 10/18/04

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of Verizon Florida Inc.'s Petition For Approval of Amendment No. 3 to Interim Interconnection Agreement with AT&T Communications of the Southern States, LLC was sent via overnight delivery(*) on November 18, 2004 and U.S. mail(**) on November 19, 2004 to:

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

AT&T Communications of the Southern States, LLC(**)
Attention: Kathleen Whiteaker
District Manager-AT&T ICA Negotiations
809 Cobblestone Court
Cedar Hill, TX 75104


Richard A. Chapkis
Richard A. Chapkis