

ORIGINAL 041335-TP
verizon

Richard A. Chapkis
Vice President and General Counsel, Southeast Region
Legal Department

FLTC0007
201 North Franklin Street (33602)
Post Office Box 110
Tampa, Florida 33601-0110

Phone 813 483-1256
Fax 813 204-8870
richard.chapkis@verizon.com

November 22, 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-FPSC
04 NOV 22 AM 9:26
COMMISSION
CLERK

Re: Docket No.
Petition for Approval of Amendment No. 1 to the Interconnection, Resale and
Unbundling Agreement between Verizon Florida Inc. and XO Communications
Services, Inc.

Dear Ms. Bayo:

Enclosed for filing are an original and five copies of the above-referenced Petition. The amendment consists of a total of three pages. Service has been made as indicated on the Certificate of Service. If there are any questions regarding this filing, please contact me at 813-483-1256.

Sincerely,

Richard A. Chapkis

Richard A. Chapkis

RAC:tas

Enclosures

RECEIVED & FILED
Sh
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
12452 NOV 22 8
FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Verizon Florida Inc. for) Docket No.
Approval of Amendment No. 1 to Interconnection,) Filed: November 22, 2004
Resale and Unbundling Agreement with)
XO Communications Services, Inc.)
_____)

**PETITION OF VERIZON FLORIDA INC. FOR APPROVAL OF
AMENDMENT NO. 1 TO INTERCONNECTION, RESALE AND UNBUNDLING
AGREEMENT WITH XO COMMUNICATIONS SERVICES, 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 its interconnection, resale and unbundling agreement with XO Communications Services, Inc. (formerly, XO Florida, Inc.) (XO).

The Verizon/XO agreement was approved by the Commission in Docket No. 990858-TP. The attached amendment addresses reciprocal compensation for ISP-bound traffic.

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 22, 2004.

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

Attorney for Verizon Florida Inc.

DOCUMENT NUMBER-DA
12452 NOV 22 2
FPSC-COMMISSION CLEI

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

**VERIZON FLORIDA INC.,
F/K/A GTE FLORIDA INCORPORATED**

and

XO FLORIDA, INC.

This Amendment Number 1 (the "Amendment") to the Interconnection Agreement between Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon"), and XO Florida, Inc. ("XO") is effective June 14, 2001. XO and Verizon may be referred to jointly hereinafter as the "Parties".

WITNESSETH:

WHEREAS, effective August 18, 1999, XO and Verizon entered into an interconnection agreement for the State of Florida (the "Interconnection Agreement"); and

WHEREAS, the Parties desire to amend the terms of the Interconnection Agreement.

NOW THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

1. Notwithstanding any possible contrary construction of the Interconnection Agreement, Internet Service Provider ("ISP")-bound Traffic shall not be eligible for payment of reciprocal compensation pursuant to 47 U.S.C. 251(b)(5) under the Interconnection Agreement. The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of ISP-bound 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, *remanded sub nom. WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 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 ISP-bound Traffic, and in accordance with the process established by the Order on Remand for rebutting such presumption before the state commission.

2. Notwithstanding any other provision of the Interconnection Agreement, any tariff, any applicable law, any change in applicable law, or the applicability of any provision of the Interconnection Agreement governing the Parties' respective rights or obligations in the event of a change in applicable law, the Parties agree that all ISP-bound Traffic minutes of use received by one party from the other party shall be subject to bill and keep.

3. **Scope of Amendment.** Except to the extent set forth in Sections 1 and 2 of this Amendment, the rates, charges and other provisions of the Interconnection Agreement shall remain in full force and effect after the Effective Date. Nothing in this Amendment shall be deemed to extend the term of the Interconnection Agreement. This Amendment is not intended to modify the term of the Interconnection Agreement or to affect either Party's right to exercise any right of termination it may have under the Interconnection Agreement.


4. **Conflict between this Amendment and the Interconnection Agreement.** This Amendment shall be deemed to revise the rates, charges and other provisions of the Interconnection Agreement to the extent necessary to give effect to the rates, charges and other provisions of this Amendment. In the event of a conflict between a rate, charge or other provision of this Amendment and a rate, charge or other provision of the Interconnection Agreement, this Amendment shall govern.

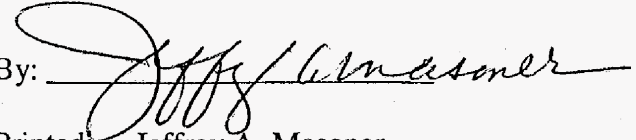
5. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

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

XO Florida, Inc.

Verizon Florida Inc., f/k/a GTE Florida
Incorporated

By: 

By: 

Printed: Heather Gold

Printed: Jeffrey A. Masoner

Title: Senior Vice President, Government
Relations

Title: Vice-President - Interconnection
Services Policy & Planning

Date: 11/03/04

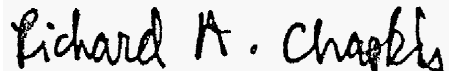
Date: 11/10/04

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the foregoing were sent via overnight delivery(*)
on November 19, 2004 and U.S. mail(**) on November 22, 2004 to:

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

XO Florida, Inc.(**)
Attention: Heather Gold
Senior Vice President-Regulatory
11111 Sunset Hills Road
Reston, VA 20190



Richard A. Chapkis