

Ruth Nettles

080053-TP

From: terry.scobie@verizon.com
Sent: Wednesday, January 23, 2008 9:30 AM
To: Filings@psc.state.fl.us
Cc: de.oroark@verizon.com; David Christian; demetria.g.clark@verizon.com
Subject: Petition for Approval of Amendment No. 2 to IRUC Agreement Between Metropolitan Telecommunications of Florida, Inc. d/b/a MetTel and Verizon Florida LLC
Attachments: VZ FL-MetTel- Amendment 2 - 1-23-08.pdf



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

Dulaney L. O'Roark
P. O. Box 110, MC FLTC0007
Tampa, Florida 33601
(813) 483-1256
de.oroark@verizon.com

The attached .pdf document consists of 8 pages (cover letter-1 page, Petition-1 page, Amendment-5 pages, and Certificate of Service-1 page).

Terry Scobie
Executive Adm. Assistant
Verizon Legal Department
813-483-2610 (tel)
813-204-8870 (fax)
terry.scobie@verizon.com

DOCUMENT NUMBER-DATE

00566 JAN 23 8

FPSC-COMMISSION CLERK

Dulaney L. O'Roark III
Vice President & General Counsel, Southeast Region
Legal Department



5055 North Point Parkway
Alpharetta, Georgia 30022

Phone 678-259-1449
Fax 678-259-1589
de.oroark@verizon.com

January 23, 2008 – VIA ELECTRONIC MAIL

080053-TP

Ann Cole, 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 the Interconnection, Resale,
Unbundling and Collocation Agreement Between Metropolitan
Telecommunications of Florida, Inc. d/b/a MetTel and Verizon Florida LLC

Dear Ms. Cole:

Please find enclosed for filing an original and five copies of the above-referenced Petition. 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) 259-1449.

Sincerely,

A handwritten signature in black ink that reads "Dulaney L. O'Roark III".

Dulaney L. O'Roark III

tas

Enclosures

DOCUMENT NUMBER-DATE

00566 JAN 23 8

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Verizon Florida LLC for)
Approval of Amendment No. 2 to)
Interconnection, Resale, Unbundling)
and Collocation Agreement with)
Metropolitan Telecommunications of)
Florida, Inc. d/b/a MetTel)
_____)

Docket No.)
Filed: January 23, 2008)

080053-TP

PETITION OF VERIZON FLORIDA LLC FOR APPROVAL OF AMENDMENT NO. 2 TO INTERCONNECTION, RESALE, UNBUNDLING AND COLLOCATION AGREEMENT WITH METROPOLITAN TELECOMMUNICATIONS OF FLORIDA, INC. D/B/A METTEL

Verizon Florida LLC files this petition before the Florida Public Service Commission (Commission) seeking approval of Amendment No. 2 to its interconnection, resale, unbundling and collocation agreement with Metropolitan Telecommunications of Florida, Inc. d/b/a MetTel (MetTel).

In support of this petition, Verizon states:

MetTel's adoption in the state of Florida of the Sprint/Verizon California Inc. interconnection, resale, unbundling and collocation agreement was filed with the Commission on May 2, 2003 (Docket No. 030424-TP). 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 January 23, 2008.

By:



Dulaney L. O'Roark III
5055 North Point Parkway
Alpharetta, Georgia 30022
Phone: (678) 259-1449
Fax: (678) 259-1589
Email: de.oroark@verizon.com

Attorney for Verizon Florida LLC

DOCUMENT NUMBER-DATE

00566 JAN 23 08

FPSC-COMMISSION CLERK

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

VERIZON FLORIDA LLC, F/K/A VERIZON FLORIDA INC.

and

METROPOLITAN TELECOMMUNICATIONS OF FLORIDA, INC., D/B/A METTEL

This Amendment No. 2 (this "Amendment") is entered into by and between Verizon Florida LLC, f/k/a Verizon Florida Inc. ("Verizon"), a Florida corporation with offices at 201 N. Franklin Street, One Tampa City Center, Tampa, FL 33602, and Metropolitan Telecommunications of Florida, Inc., d/b/a MetTel ("MetTel"), with offices at 44 Wall Street, 14th Floor, New York, NY 10005 and is effective as of October 5, 2007 (the "Amendment Effective Date"). Verizon and MetTel may be referred to herein collectively, as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the State of Florida (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated March 26, 2003 (the "Adoption Letter"), MetTel adopted in the State of Florida, the interconnection agreement between Sprint Communications Company L.P. and Verizon California Inc., f/k/a GTE California Incorporated that was approved by the California Public Utilities Commission (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as the "Agreement"); and

WHEREAS, on April 18, 2001, the Federal Communications Commission ("FCC") issued 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, 16 FCC Rcd 9151 ("Order");

WHEREAS, the Parties desire to amend the Agreement to address the matters set forth herein;

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

1. Intercarrier Compensation. The Parties agree that, effective prospectively as of the Amendment Effective Date:

- 1.1 As of the Amendment Effective Date, the compensation rates that shall apply under the Agreement for the transport and termination of traffic subject to 47 U.S.C. § 251(b)(5) that has been delivered to the terminating party IP shall be the applicable End Office or Tandem rate for Local Call Termination set forth in Exhibit A to this Amendment under the heading "Reciprocal Compensation Traffic Termination."
 - 1.2 "ISP-Bound Traffic" shall have the same meaning in this Amendment as it has in the Order, as modified by the Core Order, and the determination of whether traffic is ISP-Bound Traffic shall be made in accordance with applicable provisions of the Order, as modified by the Core Order.
 - 1.3 By this Amendment, the Parties agree that their rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of ISP-Bound Traffic on and after the Amendment Effective Date shall be governed by the terms of the Order, as modified by the Core Order.
2. Effect of Stay or Vacatur on Amendment. Should the FCC or a court of competent jurisdiction stay, vacate or (in the case of the FCC) forbear from the application of any or all provisions of the Order, the Core Order, the terms of this Amendment implementing the stayed, vacated or forbore provisions shall cease to apply (and the Parties shall be relieved of their respective obligations under such terms) as of the date specified in the order implementing the stay, vacatur or forbearance or, in the absence of such a specified date, the effective date of the order implementing the stay, vacatur, or forbearance. Notwithstanding the foregoing, no stay, vacatur or forbearance of the Order or the Core Order shall apply retroactively under this Amendment except to the extent that the order implementing the stay, vacatur or forbearance specifies that it shall apply retroactively in a manner that has the effect of modifying the Order and/or the Core Order with respect to intercarrier compensation applicable to the Parties' exchange of ISP-Bound Traffic, in which case the period of retroactive application shall not extend to a date that precedes the Amendment Effective Date.
3. Scope of Amendment. Except to the extent set forth in Section 1 of this Amendment, the rates, charges and other provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement or to affect either party's right to exercise any right of termination it may have under the Agreement.

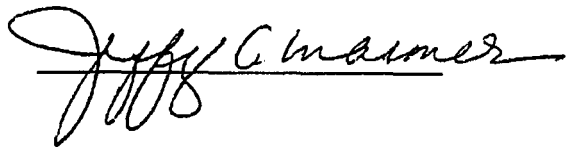
4. Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions hereof. In the event of a conflict between the terms and provisions of this Amendment and the terms 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 4.
5. Joint Work Product. This Amendment is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.
6. Headings. The headings used in this Amendment are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Amendment.
7. 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.

**METROPOLITAN
TELECOMMUNICATIONS OF FLORIDA,
INC., D/B/A METTEL**

VERIZON FLORIDA LLC

By:  _____

By:  _____

Printed: Andoni Economou

Printed: Jeffrey A. Masoner

Title: COO/EVP

Title: Vice President –
Interconnection Services

Date: 4/1/08

Date: 1/16/08

EXHIBIT A

VERIZON AND METTEL

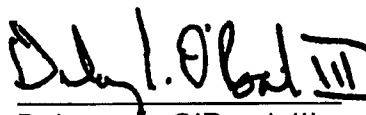
Service or Element Description:	Rates:	
Reciprocal Compensation Traffic Termination		
Reciprocal Compensation Traffic End Office Rate	\$0.0007/MOU	
Reciprocal Compensation Traffic Tandem Rate	\$0.0007/MOU	

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the foregoing were sent via U.S. mail on
January 23, 2008 to:

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

Metropolitan Telecommunications of Florida, Inc.
d/b/a MetTel
Attention: David Aronow, President
44 Wall Street, 6th Floor
New York, NY 10005


Dulaney L. O'Roark III