

Shawna Senko

DOCKET NO. 130247-TP

From: Scobie, Teresa A (TERRY) <terry.scobie@verizon.com>
Sent: Monday, October 07, 2013 9:08 AM
To: Filings@psc.state.fl.us
Cc: O'Roark, Dulaney L; contract admin filing status; rmonto@neutraltandem.com
Subject: Petition of Verizon Florida LLC for Approval of Amendment 3 to Interconnection Agreement with Neutral Tandem-Florida, LLC
Attachments: VZ FL-Neutral Tandem-FL Amendment 3-10-7-13.pdf

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

Dulaney L. O'Roark III
One Verizon Place
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(678) 339-5081
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The document consists of a total of 25 pages - cover letter (1 page), Petition (1 page), Amendment (22 pages), and Certificate of Service (1 page).

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Legal Secretary II
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October 7, 2013 – VIA ELECTRONIC MAIL

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. 3 to Interconnection Agreement
Between Neutral Tandem-Florida, LLC and Verizon Florida LLC

Dear Ms. Cole:

The above-referenced Petition is enclosed for filing. The amendment consists of a total of 22 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) 339-5081.

Sincerely,

s/ Dulaney L. O'Roark III

Dulaney L. O'Roark III

tas

Enclosures

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Amendment No. 3 to)
Interconnection Agreement Between Neutral Tandem-) Docket No.
Florida, LLC and Verizon Florida LLC) Filed: October 7, 2013
_____)

**PETITION OF VERIZON FLORIDA LLC FOR APPROVAL OF
AMENDMENT NO. 3 TO INTERCONNECTION AGREEMENT
WITH NEUTRAL TANDEM-FLORIDA, LLC**

Verizon Florida LLC ("Verizon") files this petition before the Florida Public Service Commission ("Commission") seeking approval of Amendment No. 3 to its interconnection agreement with Neutral Tandem-Florida, LLC ("Neutral Tandem"). Neutral Tandem's adoption of the Verizon/US LEC agreement was approved by the Commission on March 14, 2006 in Docket No. 050909-TP.

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

Respectfully submitted on October 7, 2013.

By: s/ Dulaney L. O'Roark III
Dulaney L. O'Roark III
One Verizon Place
Alpharetta, GA 30004
Phone: (678) 339-5081
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Attorney for Verizon Florida LLC

FURTHER AMENDMENT

to

INTERCONNECTION AGREEMENTS

THIS FURTHER AMENDMENT (this "Amendment") amends each of the following Interconnection Agreements (the "Interconnection Agreements"): (a) each Interconnection Agreement listed in Appendix 2 to this Amendment; and (b) any other Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, 47 U.S.C. §§ 251 and 252 (including, but not limited to, an interconnection agreement that is an adoption pursuant to 47 U.S.C. § 252(i)) that became effective prior to August 29, 2013, or that becomes effective on or after August 29, 2013, between a Verizon Party and an NT Party for the Verizon Party's Incumbent Local Exchange Carrier ("ILEC") service area. As used in this Further Amendment, (a) the "Verizon Parties" include each of the Verizon ILEC companies listed in Appendix 1 (each individually "Verizon" or a "Verizon Party" and collectively "Verizon" or the "Verizon Parties") and (b) the "NT Parties" include each of the NT companies listed in Appendix 1 and each of their wireline affiliates (each individually "NT" or an "NT Party" and collectively "NT" or the "NT Parties"). Verizon and NT are hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties." This Further Amendment shall become effective for each of the Interconnection Agreements listed in Appendix 2 as of August 29, 2013, and for any other Interconnection Agreement as of the later of August 29, 2013 or the date on which such Interconnection Agreement becomes effective. The term "affiliates," as used in this Amendment, shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933, as amended.

WITNESSETH:

WHEREAS, pursuant to 47 U.S.C. § 252(i), effective October 16, 2006, Neutral Tandem—New York, LLC adopted the August 1, 2006 "Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act of 1996 By and Between Verizon New York Inc. and AT&T Communications of New York, Inc.";

WHEREAS, in such adoption letter, Verizon and NT recognized and agreed that the Unitary Rate Amendment (as defined in Section 1, below) shall apply to all of the Interconnection Agreements in accordance with the Unitary Rate Amendment's terms;

WHEREAS, the Parties amended the Unitary Rate Amendment and each Interconnection Agreement effective October 16, 2006; and

WHEREAS, pursuant to Section 6.2.4 of the amendment to the Unitary Rate Amendment, the Parties desire to further amend the Unitary Rate Amendment and each Interconnection Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the Parties agree as follows:

1. Definition. As used in this Amendment, "Unitary Rate Amendment" means Amendment No. 1 to the August 1, 2006 "Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act of 1996 By and Between Verizon New York Inc. and AT&T Communications of New York, Inc.," that was adopted by Neutral Tandem—New York, LLC, effective October 16, 2006, pursuant to 47 U.S.C. § 252(i).
2. Application of the Unitary Rate Amendment. The Parties hereby reaffirm that the Unitary Rate Amendment, as amended by the first amendment with an effective date of October 16, 2006, and this Further Amendment, shall apply to and be a part of each Interconnection Agreement in accordance with the amended Unitary Rate Amendment's terms. References to AT&T in the Unitary Rate Amendment shall be deemed to be references to NT.
3. Further Amendment of the Amendment to the Unitary Rate Amendment. Pursuant to Section 6.2.4 of the amended Unitary Rate Amendment, the amended Unitary Rate Amendment and each Interconnection Agreement is further amended as follows:
 - a. Existing Section 6, "Other Traffic," of Attachment 2, "Terms and Conditions," of the amended Unitary Rate Amendment is deleted from the Unitary Rate Amendment.
 - b. A new Section 6, "Other Traffic," as set out in Appendix 3 to this Further Amendment, is added to Attachment 2 of the amended Unitary Rate Amendment in lieu of existing Section 6 of Attachment 2 of the amended Unitary Rate Amendment.
4. Scope of this Further Amendment. This Further Amendment shall amend, modify and revise the amended Unitary Rate Amendment and each Interconnection Agreement only to the extent set forth expressly in this Further Amendment, and, except to the extent set forth in this Further Amendment, the rates, terms and provisions of the amended Unitary Rate Amendment and each Interconnection Agreement shall remain in full force and effect after the effective date of this Further Amendment. Nothing in this Further Amendment shall be deemed to extend or amend the term of the amended Unitary Rate Amendment or any Interconnection Agreement, or to affect the right of a Party to exercise any right of termination it may have under the amended Unitary Rate Amendment or any Interconnection Agreement.
5. Conflicts. This Further Amendment shall be deemed to revise the rates, terms and provisions of the amended Unitary Rate Amendment and each Interconnection Agreement to the extent necessary to give effect to the rates, terms and provisions of this Further Amendment. In the event of a conflict between the rates, terms and provisions of this Further Amendment and the rates, terms and provisions of the amended Unitary Rate Amendment or an Interconnection Agreement, this Further Amendment shall govern, *provided, however*, that the fact that a rate, term or provision appears in this Further Amendment but not in the amended Unitary Rate

Amendment or an Interconnection Agreement, or in the amended Unitary Rate Amendment or an Interconnection Agreement but not in this Further Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 5.

6. Counterparts. This Further 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.
7. Captions. The Parties acknowledge that the captions in this Further Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any rate, term or provision of this Further Amendment.

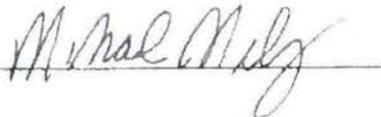
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Further Amendment to be executed.

The Neutral Tandem Parties

The Verizon Parties

By: 

By: 

Printed: John Bullock

Printed: Jennifer A. Ross
MICHAEL H MILLESAN

Title: SVP Engineering & Operations

Title: Executive Director – Interconnection Services
PRESIDENT GLOBAL

Date: 9/9/2013

Date: 9/23/13

APPENDIX 1

VERIZON PARTIES

Verizon California Inc., f/k/a GTE California Incorporated, a California corporation with a place of business at 112 Lakeview Canyon Road, Thousand Oaks, California, 91362.

Verizon Delaware LLC, a Delaware limited liability company with a place of business at 901 Tatnall Street, Wilmington, Delaware, 19801.

Verizon Florida LLC, f/k/a Verizon Florida Inc., a Florida limited liability company with a place of business at 610 E. Zack Street, Tampa, Florida 33602.

Verizon Maryland LLC, successor in interest to Verizon Maryland Inc., a Delaware limited liability company with a place of business at One East Pratt Street, Baltimore, Maryland 21202.

Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts, a New York corporation with a place of business at 125 High Street - Oliver Tower, 7th Floor, Boston, MA 02110.

Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island, a New York corporation with a place of business at 125 High Street - Oliver Tower, 7th Floor, Boston, MA 02110.

Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc., a New Jersey corporation with a place of business at 540 Broad Street, Newark, New Jersey 07102.

Verizon New York Inc., f/k/a New York Telephone Company, a New York corporation with a place of business at 140 West Street, New York, New York, 10007.

Verizon North LLC, f/k/a Verizon North Retain Co., a Delaware limited liability company with a place of business at 1717 Arch Street, Philadelphia, Pennsylvania, 19103.

Verizon Pennsylvania LLC, f/k/a Verizon Pennsylvania Inc., a Delaware limited liability company with a place of business at 1717 Arch Street, Philadelphia, Pennsylvania, 19103.

Verizon South Inc., f/k/a GTE South Incorporated, a Virginia corporation with a place of business at 703 E Grace Street, Richmond, VA 23219.

Verizon Virginia LLC, f/k/a Verizon Virginia, Inc., a Virginia limited liability company with a place of business at 703 E Grace Street, Richmond, VA 23219.

Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc., a New York corporation with a place of business at 1300 I Street, N.W., Suite 400 West, Washington D.C. 20005.

GTE Southwest Incorporated, d/b/a Verizon Southwest, a Delaware corporation with a place of business at 600 Hidden Ridge, Irving, TX 75038.

NEUTRAL TANDEM ("NT") PARTIES

Neutral Tandem—California, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Delaware, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Florida, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Maryland, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Massachusetts, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—New Jersey, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—New York, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Pennsylvania, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Rhode Island, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Texas, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Virginia, LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

Neutral Tandem—Washington, D.C., LLC, a Delaware limited liability company with a place of business at 1 South Wacker Drive, Suite 200, Chicago, Illinois, 60606.

APPENDIX 2

Appendix 2

Interconnection Agreements Between the Parties as of August 29, 2013

STATE	TITLE OF INTERCONNECTION AGREEMENT	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
California	Adoption by Neutral Tandem—California, LLC Pursuant to 47 U.S.C. § 252(i) of the: Interconnection, Resale and Unbundling Agreement between GTE California Incorporated, Contel of California, Inc. and AT&T Communications of California, Inc.	Verizon California Inc. Neutral Tandem—California, LLC	10/23/2004	No. 5
Delaware	Agreement by and between Neutral Tandem-Delaware, LLC and Verizon Delaware LLC, for the state of Delaware	Verizon Delaware LLC Neutral Tandem-Delaware, LLC	10/5/2007	No. 3
District of Columbia	Agreement by and between Neutral Tandem-Washington, D.C., LLC and Verizon Washington, DC Inc. for the District of Columbia	Verizon Washington, DC, Inc. Neutral Tandem—Washington, D.C., LLC	3/27/2006	No. 3
Florida	Adoption by Neutral Tandem—Florida, LLC Pursuant to 47 U.S.C. § 252(i) of the: Agreement by and Between Us LEC of Florida Inc. and Verizon Florida Inc., f/k/a GTE Florida Incorporated for the State of Florida	Verizon Florida Inc. Neutral Tandem—Florida, LLC	11/7/05	No. 3
Maryland	Agreement by and between Neutral Tandem-Maryland, LLC and Verizon Maryland Inc. for the State of Maryland	Verizon Maryland Inc. Neutral Tandem—Maryland, LLC	3/27/2006	No. 3

Massachusetts	Adoption by Neutral Tandem—Massachusetts, LLC Pursuant to 47 § U.S.C. 252(i) of the: Interconnection Agreement between AT&T Communications of New England, Inc., and New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Massachusetts	Verizon New England Inc., d/b/a Verizon Massachusetts Neutral Tandem—Massachusetts, LLC	5/4/04	No. 3
New Jersey	Adoption by Neutral Tandem—New Jersey, LLC Pursuant to 47 § U.S.C. 252(i) of the: Agreement Between Bell Atlantic -- New Jersey, Inc. and Sprint Communications Company L.P.	Verizon New Jersey Inc. Neutral Tandem—New Jersey, LLC	5/10/04	No. 3
New York	Adoption By Neutral Tandem—New York, LLC Pursuant To 47 U.S.C. § 252(i) of the: Interconnection Agreement Under Sections 251 And 252 of the Telecommunications Act of 1996 by and between Verizon New York Inc. and AT&T Communications of New York Inc.	Verizon New York Inc. Neutral Tandem—New York, LLC	10/16/06	No. 3

Pennsylvania	Agreement by and between Neutral Tandem-Pennsylvania, LLC and Verizon North Inc. for the Commonwealth of Pennsylvania	Verizon North Inc. Neutral Tandem-Pennsylvania, LLC	10/10/2007	No. 3
Pennsylvania	Agreement by and between Neutral Tandem-Pennsylvania, LLC and Verizon Pennsylvania Inc. for the Commonwealth of Pennsylvania	Verizon Pennsylvania Inc. Neutral Tandem-Pennsylvania, LLC	10/10/2007	No. 3
Rhode Island	Agreement by and between Neutral Tandem-Rhode Island, LLC and Verizon New England Inc., d/b/a Verizon Rhode Island for the State of Rhode Island	Verizon New England Inc., d/b/a Verizon Rhode Island Neutral Tandem-Rhode Island, LLC	2/25/2008	No. 3
Texas	Agreement by and between Neutral Tandem-Texas, LLC and GTE Southwest Incorporated, d/b/a Verizon Southwest for the State of Texas	GTE Southwest Incorporated, d/b/a Verizon Southwest Neutral Tandem-Texas, LLC	6/29/2007	No. 3
Virginia	Agreement by and between Neutral Tandem-Virginia, LLC and Verizon Virginia Inc. for the Commonwealth of Virginia	Verizon Virginia Inc. Neutral Tandem—Virginia, LLC	3/27/2006	No. 4
Virginia	Agreement by and between Neutral Tandem-Virginia, LLC and Verizon South Inc. for the Commonwealth of Virginia	Verizon South Inc. Neutral Tandem—Virginia, LLC	3/27/2006	No. 4

APPENDIX 3

6. Other Traffic

Notwithstanding any other provision in the Interconnection Agreements (including, but not limited to, in the Unitary Rate Amendment), a tariff, an SGAT, or otherwise:

- 6.1 For any traffic originating with a third party and delivered by NT to Verizon: (a) NT shall pay Verizon the same amount that such third party would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by NT; and (b) if NT pays Verizon for termination of such traffic in accordance with Section 6.1(a), preceding, Verizon shall not bill the third party for termination of that traffic. This Section 6.1 does not apply to Four-Party Traffic that is subject to Section 6.2.

6.2 Tandem Transit Traffic and Four-Party Traffic

6.2.1 Tandem Transit Traffic

- 6.2.1.1 As used in this Section 6.2, "Tandem Transit Traffic" is Telephone Exchange Service traffic¹ that originates on the network of one Party (the "Originating Party"), and is transported through the Tandem of the other Party (the "Transiting Party") to the subtending or interconnected End Office or its equivalent of a third party that is neither NT nor Verizon (e.g., a competitive Local Exchange Carrier (CLEC) other than NT, Incumbent Local Exchange Carrier (ILEC) other than Verizon, other Local Exchange Carrier (LEC), Commercial Mobile Radio Service (CMRS) carrier, or VoIP service provider).² Neither the originating customer nor the terminating customer is an End User of the Transiting Party. For the avoidance of any doubt, under no circumstances shall the Transiting Party be obligated to transport traffic through the Transiting Party's Tandem to an End Office or its equivalent that is not directly interconnected to that particular Tandem. Switched Exchange Access service traffic is not Tandem Transit Traffic.

¹ For the purposes of this Section 6.2, "Telephone Exchange Service traffic" shall be deemed to include (but not be limited to) VOIP Traffic where the actual originating and terminating points of the complete end-to-end communication are both located within the same Verizon local calling area. (The Parties hereby acknowledge that they shall not be deemed, by virtue of this Section 6.2, to have agreed for any other purpose whether such VOIP Traffic is or is not "Telephone Exchange Service traffic.") The first sentence of this footnote shall not apply to VOIP Traffic that is subject to Section 5(a), above.

² Such a third party is referred to in this Section 6.2 as a "Receiving Service Provider."

- 6.2.1.2 Tandem Transit Traffic Service provides the Originating Party with the transport of Tandem Transit Traffic as provided in this Section 6.2.1 and Section 6.2.3.
- 6.2.1.3 The Originating Party may use Tandem Transit Traffic Service only for traffic that originates on the Originating Party's network.
- 6.2.1.4 The Originating Party shall pay the Transiting Party for Tandem Transit Traffic Service at the rates for Tandem Transit Traffic Service provided for in Exhibit 1, "Pricing Attachment for Tandem Transit Traffic Service and Four-Party Traffic Service," attached. The "Pricing Attachment for Tandem Transit Traffic Service and Four-Party Traffic Service" is hereby made a part of this Section 6.2.
- 6.2.1.5 The provisions of Section 6.2.3 apply to and are incorporated into this Section 6.2.1.

6.2.2 Four-Party Traffic

- 6.2.2.1 As used in this Section 6.2, "Four-Party Traffic" is Telephone Exchange Service traffic³ that (a) originates on the network of a third party that is neither Verizon nor NT (e.g., a CLEC other than NT, ILEC other than Verizon, other LEC, Commercial Mobile Radio Service (CMRS) carrier, or VoIP service provider), (b) is transported through NT's network and delivered by NT to Verizon and (c) then is transported through Verizon's Tandem to the subtending or interconnected End Office or its equivalent of a third party (e.g., a CLEC other than NT, ILEC other than Verizon, other LEC, Commercial Mobile Radio Service (CMRS) carrier, or VoIP service provider).⁴ Neither the originating customer nor the terminating customer is an End User of Verizon or NT. For the avoidance of any doubt, under no circumstances shall Verizon be obligated to transport Four-Party Traffic through a Verizon Tandem to an End Office or its equivalent that is not directly

³ For the purposes of this Section 6.2, "Telephone Exchange Service traffic" shall be deemed to include (but not be limited to) VOIP Traffic where the actual originating and terminating points of the complete end-to-end communication are both located within the same Verizon local calling area. (The Parties hereby acknowledge that they shall not be deemed, by virtue of this Section 6.2, to have agreed for any other purpose whether such VOIP Traffic is or is not "Telephone Exchange Service traffic.") The first sentence of this footnote shall not apply to VOIP Traffic that is subject to Section 5(a), above.

⁴ Such a third party is referred to in this Section 6.2 as a "Receiving Service Provider."

interconnected to that particular Tandem. Switched Exchange Access service traffic is not Four-Party Traffic.

6.2.2.2 Four-Party Traffic Service provides NT with the transport of Four-Party Traffic as provided in this Section 6.2.2 and Section 6.2.3.

6.2.2.3 NT shall pay Verizon for Four-Party Traffic Service at the rates for Four-Party Traffic Service provided for in Exhibit 1, "Pricing Attachment for Tandem Transit Traffic Service and Four-Party Traffic Service," attached. The "Pricing Attachment for Tandem Transit Traffic Service and Four-Party Traffic Service" is hereby made a part of this Section 6.2.

6.2.2.4 The provisions of Section 6.2.3 apply to and are incorporated into this Section 6.2.2.

6.2.3 Additional Provisions

6.2.3.1 The provisions in this Section 6.2.3 apply to Sections 6.2.1 and 6.2.2, above.

6.2.3.2 As used in this Section 6.2.3:

6.2.3.2.1 "Traffic" means and is comprised of "Tandem Transit Traffic" (as defined in Section 6.2.1) and "Four-Party Traffic" (as defined in Section 6.2.2).

6.2.3.2.2 "Receiving Service Provider" means a third party that is neither NT nor Verizon to whom a Party has transported Traffic, as described in Section 6.2.1 or Section 6.2.2.

6.2.3.3 Traffic shall be routed over the interconnection trunks described in the Interconnection Agreement (including, but not limited to, in the Unitary Rate Amendment) for the delivery of Local Traffic to Verizon. Each Party shall deliver Traffic to the other Party's Tandem with Common Channel Signaling (CCS) and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions.

6.2.3.4 The Transiting Party shall not be liable for compensation to any Receiving Service Provider for any traffic that is transported through the Transiting Party's Tandem. If the Transiting Party is billed by any Receiving Service Provider

for any Traffic originated by the Originating Party, the Transiting Party may provide notice to the Originating Party of such billing. Upon receipt of such notice, the Originating Party shall contact such Receiving Service Provider to request that the Receiving Service Provider remove such billed charges from its bill to the Transiting Party and that the Receiving Service Provider not bill the Transiting Party for any traffic originated by the Originating Party.

- 6.2.3.6 If the Transiting Party's Tandem reaches a utilization level of eighty percent (80%) (the "Threshold Level") or higher, the Originating Party shall, upon written request, establish direct interconnection with Receiving Service Providers to reduce such utilization of the Transiting Party's Tandem below the Threshold Level. If the Transiting Party believes that the Originating Party has not exercised good faith efforts promptly to obtain such direct interconnection, either Party may use the Dispute Resolution processes of the Interconnection Agreement.

6.2.4 Reciprocal Four-Party Traffic Service

- 6.2.4.1 Upon written request from Verizon, NT shall offer to Verizon Reciprocal Four-Party Traffic Service arrangements equivalent to or the same as the Four-Party Traffic Service arrangements provided by Verizon to NT pursuant to Sections 6.2.2 and 6.2.3 for Reciprocal Four-Party Traffic that: (a) originates on the network of a third party that is neither Verizon nor NT (e.g., a CLEC other than NT, ILEC other than Verizon, other LEC, Commercial Mobile Radio Service (CMRS) carrier, or VoIP service provider), (b) is transported through Verizon's Tandem and delivered by Verizon to NT, and (c) then is transported through NT's network to the subtending or interconnected End Office or its equivalent of a third party (e.g., a CLEC other than NT, ILEC other than Verizon, other LEC, Commercial Mobile Radio Service (CMRS) carrier, or VoIP service provider).⁵ NT shall offer such Reciprocal Four-Party Traffic Service arrangements under the rates, terms and other provisions of a written amendment to the Interconnection Agreements that expressly references this Section 6.2.4. Such rates, terms and other provisions shall be no less favorable to Verizon than the rates, terms and other provisions set out in Sections 6.2.2 through 6.2.3, above, Exhibit 1, "Pricing Attachment for Tandem Transit

⁵ Such a third party is referred to in this Section 6.2 as a "Receiving Service Provider."

Traffic Service and Four-Party Traffic Service," attached, and other applicable provisions of the Interconnection Agreements (including, but not limited to, the Unitary Rate Amendment). Verizon shall have the right to determine in its sole discretion whether it will enter into such a written amendment to the Interconnection Agreements and shall have no obligation to enter into such a written amendment to the Interconnection Agreements. An NT tariff shall not be deemed to be such a written amendment to the Interconnection Agreements.

6.2.4.2 Verizon may deliver to NT, and NT may accept from Verizon, Reciprocal Four-Party Transit Traffic that is to be transported or delivered from NT to a third party only pursuant to the rates, terms and other provisions of a written amendment to the Interconnection Agreements that has been entered into by Verizon and NT pursuant to Section 6.2.4.1, above. If such a written amendment to the Interconnection Agreements is not in effect (e.g., because Verizon and NT have not entered into such a written amendment to the Interconnection Agreements, or because such a written amendment to the Interconnection Agreements has expired): (a) Verizon shall not deliver to NT Reciprocal Four-Party Traffic; (b) NT shall not accept from Verizon Reciprocal Four-Party Traffic; and (c) NT shall not bill Verizon, and Verizon shall have no obligation to pay NT, any charges for, or in connection with, (i) any Reciprocal Four-Party Traffic delivered by Verizon to NT, or (ii) any services, facilities or other arrangements used in connection with such traffic.

6.2.5 General Provisions

6.2.5.1 Each Party may enter into a direct and reciprocal traffic exchange arrangement with any third party. Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange arrangement with any other Telecommunications Carrier.

6.2.5.2 If either Party fails to comply with this Section 6.2, such failure shall be a material breach of a material provision of the Interconnection Agreements and the other Party may exercise any and all remedies under the Interconnection Agreements and Applicable Law for such breach.

6.3 The following traffic shall not be included in the calculation of the Aggregated Traffic Ratio in Section (3)(a) above: (a) Four-Party Traffic

(as defined in Section 6.2.2.1; and, (b) Tandem Transit Traffic (as defined in Section 6.2.2.1.

EXHIBIT 1

**PRICING ATTACHMENT
FOR TANDEM TRANSIT TRAFFIC SERVICE AND
FOUR-PARTY TRAFFIC SERVICE**

1. Part of Section 6.2 of Attachment 2 of the Unitary Rate Amendment.

This "Pricing Attachment for Tandem Transit Traffic Service and Four-Party Traffic Service" ("Pricing Attachment") is hereby made a part of Section 6.2 of Attachment 2 of the Unitary Rate Amendment.

2. General

2.1 As used in this Pricing Attachment:

2.1.1 "Services" means and is comprised of Tandem Transit Traffic Service and Four-Party Traffic Service.

2.1.2 "Charges" means the rates, fees, charges and prices for a Service.

2.1.3 "Commission" means, for each state and the District of Columbia, the State Commission for that state or the District of Columbia, as the term "State Commission" is defined in 47 U.S.C. § 153(41).

2.1.4 "FCC" means the Federal Communications Commission.

2.2 Charges for Services shall be as stated in this Section 2.

2.3 The Charges for a Service shall be the Charges for the Service stated in Verizon's applicable Tariff.

2.4 In the absence of Charges for a Service established pursuant to Section 2.3 of this Pricing Attachment, the Charges shall be as follows:

2.4.1 For each Interconnection Agreement, the Charges for Tandem Transit Traffic Service shall be the Charges for Tandem Transit Traffic Service provided for in such Interconnection Agreement (including, if the Interconnection Agreement is an adoption by NT pursuant to 47 U.S.C. § 252(i), the Charges for Tandem Transit Traffic Service provided for in the 47 U.S.C. § 252(i) adoption letter for the Interconnection Agreement) on the later of (a) October 16, 2006, or (b) the date on which such Interconnection Agreement became effective between the Parties.

- 2.4.2 For each Interconnection Agreement, the Charges for Four-Party Traffic Service shall be the Charges for Tandem Transit Traffic Service provided for in such Interconnection Agreement (including, if the Interconnection Agreement is an adoption by NT pursuant to 47 U.S.C. § 252(i), the Charges for Tandem Transit Traffic Service provided for in the 47 U.S.C. § 252(i) adoption letter for the Interconnection Agreement) on the later of (a) October 16, 2006, or (b) the date on which such Interconnection Agreement became effective between the Parties.
- 2.4.3 The Charges provided for in Sections 2.4.1 and 2.4.2, above, shall be automatically superseded by any applicable Verizon Tariff Charges. The Charges provided for in Sections 2.4.1 and 2.4.2, above, also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Verizon Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 2.5 In the absence of Charges for a Service established pursuant to Sections 2.3 through 2.4 of this Pricing Attachment, if Charges for a Service are otherwise expressly provided for in the Interconnection Agreement, such Charges shall apply.
- 2.6 In the absence of Charges for a Service established pursuant to Sections 2.3 through 2.5 of this Pricing Attachment, the Charges for the Service shall be Verizon's FCC or Commission approved Charges.
- 2.7 In the absence of Charges for a Service established pursuant to Sections 2.3 through 2.6 of this Pricing Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.
3. NT Charges
- 3.1 Except for Tandem Transit Traffic Service provided by NT to Verizon, NT shall not impose any charges upon Verizon pursuant to Section 6.2 or this Pricing Attachment. NT's charges for Tandem Transit Traffic Service provided by NT to Verizon shall be no higher than Verizon's charges for Tandem Transit Traffic Service provided by Verizon to NT.
4. Regulatory Review of Prices

- 4.1 Notwithstanding any other provision of the Interconnection Agreements, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction with regard to the Charges for Services (including, but not limited to, a proceeding to change the Charges for the Services, whether provided for in any of Verizon's Tariffs, this Amendment, or otherwise).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the foregoing were sent via U.S. mail(*)
and/or electronic mail(**) on October 7, 2013 to the following:

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

Neutral Tandem-Florida, LLC(**)
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s/ Dulaney L. O'Roark III