

Eric Fryson

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From: Scobie, Teresa A (Teresa) [terry.scobie@verizon.com]
Sent: Tuesday, February 21, 2012 9:59 AM
To: Filings@psc.state.fl.us
Cc: O'Roark, Dulaney L; contract admin filing status; robert_munoz@comcast.com
Subject: Petition of Verizon Florida LLC for Approval of Amendment No. 3 to IURC Agreement with Comcast Phone of Florida, LLC d/b/a Comcast Digital Phone
Attachments: VZ FL-Comcast 3rd Amendment 2-21-12.pdf



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

Dulaney L. O'Roark III
P. O. Box 110, MC FLTP0007
Tampa, Florida 33601-0110
(678) 259-1657
de.oroark@verizon.com

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

Terry Scobie
Legal Secretary II
Verizon Legal Department
P. O. Box 110 - MC FLTP0007
Tampa, Florida 33601-0110
813-483-2610 (tel)
813-204-8870 (fax)
terry.scobie@verizon.com

DOCUMENT NUMBER-DATE

00968 FEB 21 2012

FPSC-COMMISSION CLERK

2/21/2012

Dulaney L. O'Roark III
General Counsel-Southern Region
Legal Department



5055 North Point Parkway
Alpharetta, Georgia 30022

Phone 678-259-1657
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de.oroark@verizon.com

February 21, 2012 – 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 the Interconnection, Unbundling,
Resale and Collocation Agreement Between Comcast Phone of Florida, LLC
d/b/a Comcast Digital Phone and Verizon Florida LLC

Dear Ms. Cole:

The above-referenced Petition is enclosed for filing. 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) 259-1657.

Sincerely,

s/ Dulaney L. O'Roark III

Dulaney L. O'Roark III

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Enclosures

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00968 FEB 21 2012
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Amendment No. 3) Docket No.
to the Interconnection, Unbundling, Resale and) File: February 21, 2012
Collocation Agreement Between Comcast Phone)
of Florida, LLC d/b/a Comcast Digital Phone and)
Verizon Florida LLC)
_____)

**PETITION FOR APPROVAL OF AMENDMENT NO. 3 TO THE
INTERCONNECTION, UNBUNDLING, RESALE AND COLLOCATION AGREEMENT
BETWEEN COMCAST PHONE OF FLORIDA, LLC D/B/A
COMCAST DIGITAL PHONE AND VERIZON FLORIDA LLC**

Verizon Florida LLC (formerly Verizon Florida Inc.) (Verizon) files this petition before the Florida Public Service Commission (Commission) seeking approval of Amendment No. 3 to the interconnection, unbundling, resale and collocation agreement between Comcast Phone of Florida, LLC d/b/a Comcast Digital Phone (Comcast) and Verizon. Comcast's adoption with modifications of the existing terms of the Verizon/AT&T interim interconnection, unbundling, resale and collocation agreement was filed with the Commission on December 9, 2004 in Docket No. 041390-TP.

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

Respectfully submitted on February 21, 2012.

By: s/ Dulaney L. O'Roark III
Dulaney L. O'Roark III
P. O. Box 110, MC FLTP0007
Tampa, Florida 33601-0110
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Attorney for Verizon Florida LLC

DOCUMENT NUMBER - DATE

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FPSC-COMMISSION CLERK

AMENDMENT NO. 3
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
VERIZON FLORIDA LLC,
f/k/a VERIZON FLORIDA INC.

AND

COMCAST PHONE OF FLORIDA, LLC
d/b/a COMCAST DIGITAL PHONE

This Amendment No. 3 (this "Amendment") shall be deemed effective on October 1, 2011 (the "Amendment Effective Date") 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 Comcast Phone of Florida LLC d/b/a Comcast Digital Phone ("Comcast"), a limited liability company with offices at One Comcast Center, Philadelphia, PA 19103. (Verizon and Comcast may be hereinafter referred to individually as a "Party" and collectively as the "Parties"). This Amendment only covers the services addressed herein that Verizon provides in its operating territory in the State of Florida (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated November 15, 2004 (the "Adoption Letter"), Comcast adopted in the State of Florida, the terms of the interconnection agreement between AT&T Communications of the Southern States Inc. and Verizon that was approved by the Florida Public Service Commission (such Adoption Letter and underlying adopted interconnection agreement referred to herein, together with any amendment(s) thereto, collectively being the "Agreement"); and

WHEREAS, Comcast has requested that the Parties amend the Agreement to address the matters set forth herein.

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

1. **Amendment to Agreement.** The Agreement is amended to incorporate the terms and conditions set forth in this Amendment (including, without limitation, Exhibit A attached hereto), all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Verizon Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").

1.1 Directory Listings

- 1.1.1 For the avoidance of any doubt, Comcast shall pay Verizon the nonrecurring charges set forth in the Amended Agreement for each stand alone service order to establish a directory listing and for each service order to change a directory listing. For the further avoidance of any doubt, Exhibit A to this Amendment sets forth the nonrecurring charges for each order to establish a

directory listing and for each stand alone order to change a directory listing. A stand alone service order is a service order containing information only related to a directory listing and does not order (or change) any other service.

- 1.1.2 Comcast's submission of listings information to Verizon pursuant to this Amendment or Agreement is solely at Comcast's discretion. For avoidance of any doubt, Comcast is not obligated to provide to Verizon any listing information pursuant to this Amendment or the Agreement.
 - 1.2 For the avoidance of any doubt, Comcast shall pay Verizon's Tariffed charges for primary (if applicable), additional, foreign, and other listings products as set forth in Verizon's local Tariff.
 - 1.3 If the Agreement is replaced by a successor interconnection agreement prior to October 1, 2016, the Parties shall incorporate the rates, terms and conditions contained herein into any successor interconnection agreement so that the rates, terms and conditions set forth herein shall remain continuously in effect through at least October 1, 2016.
2. Miscellaneous Provisions.
- 2.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition 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 2.
 - 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
 - 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.
 - 2.4 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 condition of this Amendment.
 - 2.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date.
 - 2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
 - 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.

2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

2.9 Definitions. Notwithstanding any other provision in the Agreement, this Amendment or any Verizon Tariff or SGAT, the following terms, as used in this Amendment, shall have the meanings set forth below:

2.9.1 Tariff.

2.9.1.1 Any applicable Federal or state tariff of a Party, as amended from time to time, or successor document.

The term "Tariff" does not include any Verizon Statement of Generally Available Terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

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

COMCAST PHONE OF FLORIDA, LLC
D/B/A COMCAST DIGITAL PHONE

By: W.J. Clancy

Printed: MICHAEL CLANCY

Title: VP CARRIER MGT.

Date: FEB. 2, 2012

VERIZON FLORIDA LLC

By: Jennifer Ross

Printed: Jennifer Ross

Title: Director - Interconnection

Date: Feb 9, 2012

EXHIBIT A

Directory Listing Non-Recurring Charges

Per each stand alone service order to
establish or change a directory listing

\$5.00 per service order

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the foregoing were sent via U.S. mail(*)
and/or electronic mail(**) on February 21, 2012 to the following:

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

Comcast Phone of Florida, LLC(**)
d/b/a Comcast Digital Phone
Attention: Robert Munoz
Director-Regulatory
1 Comcast Center
Philadelphia, PA 19103
robert_munoz@comcast.com

s/ Dulaney L. O'Roark III