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May 11, 2004

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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 COMMISSION

Re:

Docket No.

Petition of Verizon Florida Inc. for Approval of Amendment No. 3 to the Interconnection Agreement with Verizon Wireless Personal Communications, L.P. d/b/a Verizon Wireless

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of Verizon Florida Inc.'s Petition for Approval of Amendment No. 3 to the Interconnection Agreement with Verizon Wireless Personal Communications, L.P. d/b/a Verizon Wireless. 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 (813) 483-1256.

Sincerely,

Richard M. Chaples

Richard A. Chapkis

RAC:tas Enclosures RECEIVED & FILED

PSC-BUREAU OF RECORDS

DOCUMENT NUMBER - PATE

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FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Verizon Florida Inc. for Approval of Amendment No. 3 to the Interconnection Agreement with Verizon Wireless Personal Communications, L.P. d/b/a Verizon Wireless Docket No. 040437779 Filed: May 11, 2004

PETITION OF VERIZON FLORIDA INC. FOR APPROVAL OF AMENDMENT NO. 3 TO INTERCONNECTION AGREEMENT WITH VERIZON WIRELESS PERSONAL COMMUNICATIONS, L.P. D/B/A VERIZON WIRELESS

Verizon Florida Inc. (Verizon) (formerly, GTE Florida Incorporated) files this petition before the Florida Public Service Commission (Commission) seeking approval of Amendment No. 3 to the interconnection agreement with Verizon Wireless Personal Communications, L.P. d/b/a Verizon Wireless (Verizon Wireless). In support of this petition, Verizon states:

The Verizon/Verizon Wireless agreement was approved by the Commission by Order No. PSC-00-1702-FOF-TP issued September 21, 2000 in Docket No. 000835-TP. The attached amendment adds provisions to govern the exchange of toll free service access code calls between the Parties.

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 May 11, 2004.

By:

Richard A. Chapkis P. O. Box 110, FLTC0007 Tampa, Florida 33601-0110 (813) 483-1256

Richard M. Chaples

Attorney for Verizon Florida Inc.

DOCUMENT NO. 05457-04

5.11.04

AMENDMENT NO. 3

to the

INTERCONNECTION AGREEMENT

between

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

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and

VERIZON WIRELESS PERSONAL COMMUNICATIONS, L.P., D/B/A VERIZON WIRELESS

FOR FLORIDA

This Amendment No. 3 (the "Amendment") shall be deemed effective on January 1, 2004 (the "Effective Date") by and between Verizon Florida Inc., formerly known as GTE Florida Incorporated ("Verizon"), and Verizon Wireless Personal Communications, L.P., doing business as Verizon Wireless ("Verizon Wireless"). (Verizon and Verizon Wireless may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties"). This Amendment covers services in the State of Florida (the "State").

WITNESSETH:

WHEREAS, Verizon and Verizon Wireless are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, which was effective June 26, 2000 (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to add provisions to govern the exchange of toll free service access code (e.g., 800/877/888) ("8YY") calls between the Parties.

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

- The Parties agree that the terms and conditions set forth in the Toll Free Service Access Code Traffic Attachment attached hereto shall govern the exchange of toll free service access code calls between the Parties.
- 2. 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 2.
- 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.

- 4. <u>Captions</u>. 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.
- 5. 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 Agreement to be executed as of the Effective Date.

Verizon Wireless Personal Communications, L.P., Doing Business As Verizon Wireless

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

Printed: A. J. Melone

Title: <u>Vice President -</u>
<u>Network Operations Support</u>

Date: 4-21-04

Printed: Jeffrey A. Masoner

Title: <u>Vice-President - Interconnection</u>

Services Policy & Planning

Date: 4/2-7/04

TOLL FREE SERVICE ACCESS CODE TRAFFIC ATTACHMENT

The following terms shall apply when either Party delivers toll free service access code (e.g., 800/877/888)("8YY") calls to the other Party. For the purposes of this Section, the terms "translated" and "untranslated" refers to those toll free service access code calls that have been queried ("translated") or have not been queried ("untranslated") to an 8YY database. Except as otherwise agreed to by the Parties, all Verizon Wireless originating "untranslated" 8YY traffic will be routed over a separate One-Way Trunk group.

- 1.1 When Verizon Wireless delivers translated 8YY calls to Verizon for completion,
 - 1.1.1 to an IXC, Verizon Wireless shall:
 - 1.1.1.1 provide an appropriate Exchange Message Interface ("EMI") record to Verizon for processing and meet point billing in accordance with the meet point billing provisions of this Agreement; and
 - 1.1.1.2 bill the IXC the Verizon Wireless query charge associated with the call.
 - 1.1.2 to Verizon or another LEC that is a toll free service access code service provider in the LATA, Verizon Wireless shall:
 - 1.1.2.1 provide an appropriate EMI record to the toll free service access code service provider; and
 - 1.1.2.2 to the extent permitted by FCC rulings or orders or interconnection agreements with other Parties, bill the toll free service access code service provider the applicable Verizon Wireless switched access or reciprocal compensation rates and the Verizon Wireless guery charge.
 - 1.1.2.3 Verizon shall bill applicable tandem transit service charges and associated passthrough charges to Verizon Wireless.
- 1.2 When Verizon performs the query and delivers translated 8YY calls, originated by Verizon's or another LEC's Customer,
 - 1.2.1 to Verizon Wireless should it become a toll free service access code service provider, Verizon shall:
 - 1.2.1.1 bill Verizon Wireless the Verizon query charge associated with the call; and
 - 1.2.1.2 provide an appropriate EMI record to Verizon Wireless; and
 - 1.2.1.3 bill Verizon Wireless Verizon's tariffed FGD switched exchange access or reciprocal compensation rates as applicable.
- 1.3 When Verizon Wireless: delivers untranslated 8YY calls to Verizon for completion,
 - 1.3.1 to an IXC, Verizon shall:
 - 1.3.1.1 query the call and route the call to the appropriate IXC; and

- 1.3.1.2 provide an appropriate EMI record to Verizon Wireless, upon request of Verizon Wireless, to facilitate billing to the IXC; and
- 1.3.1.3 bill the IXC the Verizon query charge associated with the call and any other applicable Verizon charges.
- to Verizon or another LEC that is a toll free service access code service provider in the LATA, Verizon shall:

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- 1.3.2.1 query the call and route the call to the appropriate LEC toll free service access code service provider; and
- 1.3.2.2 provide an appropriate EMI record to Verizon Wireless, upon request of Verizon Wireless, to facilitate billing to the LEC toll free service access code service provider; and
- 1.3.2.3 bill the LEC toll free service access code service provider the query charge associated with the call and any other applicable Verizon charges.
- 1.4 Verizon will not direct untranslated toll free service access code call to Verizon Wireless.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of Verizon Florida Inc.'s Petition For Approval of Amendment No. 3 to the Interconnection Agreement with Verizon Wireless Personal Communications, L.P. d/b/a Verizon Wireless was sent via overnight delivery(*) on May 10, 2004 and U.S. mail(**) on May 11, 2004 to:

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

Verizon Wireless(**)
Attention: Ed Harrop
One Verizon Place - MC GA3B1REG
Alpharetta, GA 30004

Richard A. Chaples
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