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Kimberly Caswell
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February 20, 2001

Ms. Blanca S. Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

010251-TP

Re: Docket No.
Petition for Approval of First Amendment to the Adopted Terms Between
Verizon Florida Inc. and SBC National Inc. d/b/a SBC Telecom, Inc.

Dear Ms. Bayo:

Please find enclosed an original and five copies of Verizon Florida Inc.'s Petition for Approval of First Amendment to the Adopted Terms with SBC National Inc. d/b/a SBC Telecom, Inc. The amendment consists of a total of four pages. Service has been made as indicated on the Certificate of Service. If there are any questions regarding this matter, please contact me at 813-483-2617.

Sincerely,

Kimberly Caswell

KC:tas
Enclosures

- APP _____
- CAF _____
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- CTR _____
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- LEG _____
- CPC _____
- PAI _____
- RGO _____
- SEC _____
- SER _____
- OTH _____

RECEIVED & FILED

FPSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

02034 FEB 20 01

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Verizon Florida Inc. for)
Approval of First Amendment to Adopted)
Terms with SBC National Inc. d/b/a)
SBC Telecom, Inc.)
_____)

Docket No. *010251-TP*
Filed: February 20, 2001

**PETITION OF VERIZON FLORIDA INC. FOR APPROVAL OF FIRST AMENDMENT TO
ADOPTED TERMS WITH SBC NATIONAL INC. D/B/A SBC TELECOM, INC.**

Verizon Florida Inc., (Verizon) formerly GTE Florida Incorporated, files this petition before the Florida Public Service Commission (Commission) seeking approval of the first amendment to the adopted terms with SBC National Inc. d/b/a SBC Telecom, Inc. (SBCT). In support of this petition, Verizon states:

On October 20, 2000, Verizon filed a petition for approval of SBCT's adoption of the interim interconnection agreement between Verizon and AT&T Communications of the Southern States, Inc. The above adoption was approved by the Commission by Order No. PSC-00-2531-FOF-TP issued December 28, 2000 in Docket No. 001575-TP. The attached first amendment restates Section 2 of the Adopted Terms relating to term of agreement.

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

Respectfully submitted on February 20, 2001.

By:

Kimberly Caswell

Kimberly Kimberly Caswell
P. O. Box 110, FLTC0007
Tampa, Florida 33601-0110
Telephone No. (813) 483-2617

Attorney for Verizon Florida Inc.

DOCUMENT NUMBER-DATE

02334 FEB 20 01

FFSC-1 REG. RDS/REPORTING

**FIRST AMENDMENT TO THE
ADOPTED TERMS
BETWEEN
VERIZON FLORIDA INC. f/k/a GTE FLORIDA INCORPORATED
AND
SBC NATIONAL INC. d/b/a SBC TELECOM**

THIS FIRST AMENDMENT TO THE ADOPTED TERMS ("Amendment") is entered into on this 16 day of January, 2000, by and between Verizon Florida Inc. f/k/a GTE Florida Incorporated ("Verizon") and SBC National Inc. d/b/a SBC Telecom ("SBCT") (Verizon and SBCT being referred to collectively as the "Parties" and each individually as a "Party"). This Amendment amends the Adopted Terms between the Parties pertaining to services provided by Verizon and SBCT in the state of Florida (the "State").

RECITALS

WHEREAS, SBCT has previously adopted the terms (the "Adopted Terms") of the Interim Interconnection Agreement ("Underlying Agreement") between Verizon and AT&T Communications of the Southern States, Inc. ("AT&T") pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "Act");

WHEREAS, the Underlying Agreement, subject to certain terms and conditions, operationally continued the terms and conditions of the Interconnection, Resale and Unbundling Agreement ("Original Agreement") between Verizon and AT&T;

WHEREAS, the Underlying Agreement was approved by the Florida Public Service Commission's ("Commission") Order No. PSC-00-1776-FOF-TP in Docket No. 001274-TP, and SBCT's adoption of the Adopted Terms was approved by the Commission in Docket No. 001575-TP;

WHEREAS, the Underlying Agreement, and thus the Adopted Terms, shall terminate or have terminated effective January 17, 2001 (the "Termination Date");

WHEREAS, Verizon and SBCT are currently in good faith negotiations regarding an interconnection agreement pursuant to Section 251 and 252 of the Act to replace the Adopted Terms (the "New Interconnection Agreement");

WHEREAS, the Parties did not commence negotiations in a manner to permit the time schedule set forth in Section 252 of the Act to be completed before the Adopted Terms expired or were terminated;

WHEREAS, SBCT has maintained that the Commission would not allow an interruption in service even though the Adopted Terms will terminate or have been terminated; and

WHEREAS, in light of the foregoing, and subject to the terms and conditions set forth herein, the Parties agree to amend the term of the Adopted Terms.

AMENDMENT

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:

1. The Parties hereby agree that Section 2 of the Adopted Terms shall be amended and restated in its entirety to read:

This Agreement shall remain in effect until July 17, 2001 (“Amended Termination Date”). If, on the Amended Termination Date, the Parties are engaged in good faith negotiations under Sections 251 and 252 of the Act for a new agreement, this Agreement shall continue in effect on a month-to-month basis from the Amended Termination Date (i) until this Agreement has been replaced by a new agreement, or (ii) until terminated by either Party upon thirty (30) days written notice to the other Party, whichever is earlier. However, the Parties agree that after the Amended Termination Date, as long as they are engaged in good faith negotiations under Sections 251 and 252 of the Act for a new agreement, neither Party will provide termination notice to the other Party.

2. Except as provided herein, all other provisions contained in the Adopted Terms (and in the Underlying Agreement and Original Agreement to the extent they are incorporated therein), including but not limited to all other terms, conditions and reservations of rights, shall remain unchanged and in full force and effect. Capitalized terms used, but not defined herein, shall have the meaning proscribed to them in the Adopted Terms, Underlying Agreement and/or Original Agreement, as appropriate.

3. The Parties intend that, regardless of when this Amendment is approved by the Commission, the effective date of this Amendment shall be January 17, 2001 (the “Amendment Effective Date”). In light of this, the Parties hereby agree that their obligations pursuant to the Amendment shall remain in effect during the period when the Commission reviews and approves this Amendment, notwithstanding the Commission’s possible initial rejection thereof during such period.

4. By entering into this Amendment, Verizon does not waive any right, and hereby expressly reserves each and all of its rights, to challenge and/or defend the legality of certain arbitrated terms, rates and/or charges included in and/or incorporated by reference into the Adopted Terms (“Arbitrated Terms”)¹, including its rights to assert or

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¹ Verizon’s reservation of rights and positions regarding the Adopted Terms set forth in the Adoption Letter, dated October 4, 2000, and the Underlying Agreement, are reiterated as if fully set forth herein. In addition, Verizon further expressly reserves its rights pursuant to the Adopted Terms in the event that such

continue to assert that: (a) certain of the Arbitrated Terms are unlawful, illegal and improper, including, without limitation, the positions stated in any pending or future Verizon court challenge regarding certain of the Arbitrated Terms; (b) the Arbitrated Terms do not afford Verizon the opportunity to recover its actual costs, as mandated by the Act and applicable law; (c) the Arbitrated Terms should not become effective until such time as the Commission has established an explicit, specific, predictable, sufficient and competitively neutral universal service mechanism that provides Verizon the opportunity to recover its actual costs; and (d) certain provisions of the FCC's First, Second, Third and Fourth Report and Order in FCC Docket No. 96-98 and other FCC orders or rules (collectively, the "FCC Orders") are unlawful, illegal and improper. Verizon further expressly reserves its past, present and future rights to challenge and seek review of any and all Arbitrated Terms or any permanent rates or charges established in any generic rate proceeding or any other proceeding, in any court or commission of competent jurisdiction or other available forum.

5. By entering into this Amendment, the Parties do not waive, and hereby expressly reserve their respective rights to assert: (a) ESP/ISP Traffic (i.e., any traffic bound to any enhanced service provider or Internet service provider) is (or is not) "local" traffic for which reciprocal compensation is due under Section 251(b)(5) of the Act and/or Part 51, Subpart H of the FCC Rules; and/or (b) that the Party originating such traffic is (or is not) otherwise obligated to pay to the other Party the local terminating switching rate for such traffic.

6. This Amendment constitutes the entire agreement of the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Amendment other than those specifically set forth herein.

7. If any provision in the Adopted Terms, the Underlying Agreement or the Original Agreement conflicts with this Amendment, this Amendment shall control.

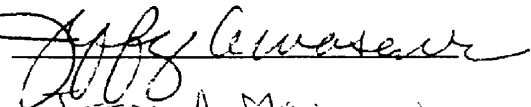
8. This Amendment shall be solely governed by and interpreted under applicable federal law and Florida law, without regard for any choice of law principles in Florida law.

9. This Amendment may be signed in counterparts and may be transmitted by facsimile.

1. _____
terms are impacted due to changes in legal requirements, including but not limited to the decisions by the United States Court of Appeals for the District of Columbia on March 7, 2000 (*See GTE Services Corp. et al. v. Federal Communications Commission and the United States of America*, No. 99-1176, consolidated with, No. 99-1201, 2000 U.S. App. LEXIS 4111(D.C. Cir. 2000)) and the United States Court of Appeals for the Eighth Circuit on July 18, 2000 (*See Iowa Utilities Bd. et al. v. Federal Communications Commission and the United States of America*, No. 96-3321).

IN WITNESS WHEREOF, each Party has executed this Amendment and it shall be effective upon the Amendment Effective Date.

VERIZON FLORIDA INC.
f/k/a GTE FLORIDA INCORPORATED

By: 

Name: JEFFREY A. MISENFELD

Title: VP INTERCONNECTION SVCS

SBC NATIONAL INC.
d/b/a SBC TELECOM

By: 

Name: Rhonda C. Dickesbex

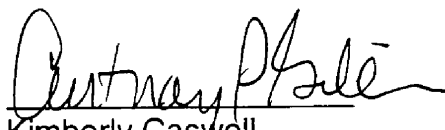
Title: Director - Interconnection *ilgout*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of Verizon Florida Inc.'s Petition For Approval of First Amendment to the Adopted Terms with SBC National Inc. d/b/a SBC Telecom, Inc. was sent via overnight delivery on February 19, 2001 to:

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

SBC Telecom, Inc.
Attention: Philip Bowie
Three Bell Plaza
308 S. Akard, Suite 1520
Dallas, TX 75202


Kimberly Caswell