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Vice President and General Counsel, Southeast
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April 6, 2001

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

Re: Docket No. *010419-TP*
Petition of Verizon Florida Inc. for Approval of First Amendment to Adopted
Terms of Interconnection, Resale and Unbundling Agreement with Level 3
Communications, LLC

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of Verizon Florida Inc.'s
Petition for Approval of First Amendment to Adopted Terms of Interconnection, Resale
and Unbundling Agreement with Level 3 Communications, LLC. 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.

Very truly yours,

gc Kimberly Caswell

KC:tas
Enclosures

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DOCUMENT NUMBER-DATE

04311 APR-60

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Verizon Florida Inc. for Approval)
of First Amendment to Adopted Terms of)
Interconnection, Resale and Unbundling)
Agreement with Level 3 Communications, LLC)
_____)

Docket No. 010419-TP
Filed: April 6, 2001

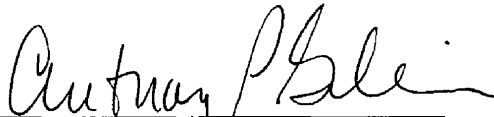
**PETITION OF VERIZON FLORIDA INC. FOR APPROVAL OF
FIRST AMENDMENT TO ADOPTED TERMS OF INTERCONNECTION, RESELL AND
UNBUNDLING AGREEMENT WITH LEVEL 3 COMMUNICATIONS, LLC**

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 of the interconnection, resale and unbundling agreement with Level 3 Communications, LLC (Level 3). In support of this petition, Verizon states:

Level 3's 252(i) letter adopting the Verizon/AT&T interconnection, resale and unbundling agreement was filed with the Commission on April 1, 1999. The attached amendment modifies the language in Section 2 of the General Terms and Conditions of the Adopted Terms relating to the termination date.

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 April 6, 2001.

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

Attorney for Verizon Florida Inc.

DOCUMENT NUMBER-DATE

04311 APR-6 2001

FPSC-RECORDS/REPORTING

**FIRST AMENDMENT TO THE
ADOPTED TERMS
BETWEEN
VERIZON FLORIDA INC.
f/k/a GTE FLORIDA INCORPORATED
AND
LEVEL 3 COMMUNICATIONS, LLC.**

THIS FIRST AMENDMENT TO THE ADOPTED TERMS (“Amendment”) is entered into as of this 16th day of July, 2000, by and between Verizon Florida Inc., f/k/a GTE Florida Incorporated (“Verizon”), and Level 3 Communications, LLC (“Level 3”). (Verizon and Level 3 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 Level 3 in the state of Florida (the “State”).

RECITALS

WHEREAS, Level 3 has previously adopted terms (the “Adopted Terms”) of the Interconnection, Resale and Unbundling Agreement between Verizon and AT&T (“Underlying Agreement”) pursuant to Section 252(i) of the Telecommunications Act of 1996 (the “Act”);

WHEREAS, the Underlying Agreement was approved by the Florida Public Service Commission’s (“Commission”) Order dated May 22, 1997 in Docket No. 960847, and Level 3’s adoption of the Adopted Terms pursuant to an adoption letter (the “Adoption Letter”) was filed April 1, 1999;

WHEREAS, the Underlying Agreement, and thus the Adopted Terms (absent this Amendment), shall terminate effective July 17, 2000 (the “Termination Date”);

WHEREAS, Verizon and Level 3 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, negotiations between Verizon and Level 3 under Section 252 of the Act will not be completed before the Adopted Terms expire or are terminated;

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, Term of Agreement, under the General Terms and Conditions of the Adopted Terms shall be amended and restated in its entirety to read:

This Agreement shall remain in effect until May 14, 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, which each Party shall have the right to provide at any time after the Amended Termination Date.

2. Except as provided herein, all other provisions contained in the Adopted Terms, including but not limited to all other terms, conditions and reservations of rights contained in the Adoption Letter, shall remain unchanged and in full force and effect.¹ Capitalized terms used, but not defined herein, shall have the meaning ascribed to them in the Adopted Terms.

3. The Parties intend that, regardless of when this Amendment is approved by the Commission, the effective date of this Amendment shall be July 16, 2000 (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 the Adopted Terms (“Arbitrated Terms”), including its rights to assert or 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

¹ Verizon’s reservation of rights and positions regarding the Adopted Terms set forth in the Adoption Letter 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 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). Level 3 does not necessarily agree with any of the positions adopted or reservations of rights made by Verizon in any portion of the Adoption Letter other than those to which Level 3 expressly and specifically countersigned. Level 3 further does not necessarily agree with any of the positions adopted by Verizon in this Amendment. Level 3 also does not agree that any of the positions adopted by Verizon in either the Adoption Letter or in this Amendment shall amend or in any manner affect or control interpretation of the express terms of the Adopted Terms.

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 Agreement conflicts with this Amendment, this Amendment shall control.

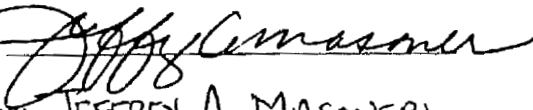
8. This Amendment shall be solely governed by and interpreted under applicable federal law and Florida law, without regard for any choice of law principles in Florida law.

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

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

Level 3 Communications, LLC.

By: 

Name: JEFFREY A. MASONER

Title: VP-INTERCONNECTION SUCS

By: 

Name: Kevin J. Dundon

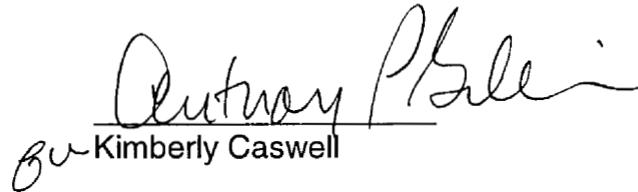
Title: Senior Vice President

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of Verizon Florida Inc.'s Petition For Approval of First Amendment to Adopted Terms of Interconnection, Resale and Unbundling Agreement with Level 3 Communications, LLC was sent via overnight delivery on April 5, 2001 to:

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

Level 3 Communications, LLC
Attention: Mike Romano
1025 Eldorado Boulevard
Broomfield, CO 80021


Kimberly Caswell