

Kimberly Caswell  
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Legal Department



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October 24, 2000

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

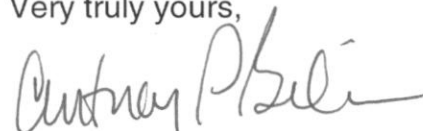
001590-TP

Re: Docket No.  
Petition of Verizon Florida Inc. for Approval of First Amendment to the  
Adopted Terms with Verizon Select Services Inc.

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 the Adopted Terms with Verizon Select  
Services Inc. together with an Officer Certification Statement. 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,

  
Kimberly Caswell

KC:tas  
Enclosures

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

13576 OCT 24 8

FPSC-RECORDS/REPORTING

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition for Approval of First Amendment ) Docket No.  
to the Adopted Terms Between Verizon Florida ) Filed: October 24, 2000  
Inc. and Verizon Select Services Inc. )  
\_\_\_\_\_ )

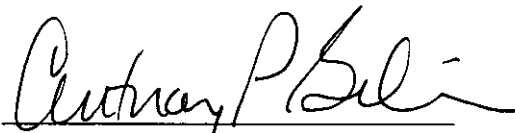
**PETITION FOR APPROVAL OF FIRST AMENDMENT TO THE ADOPTED TERMS  
BETWEEN VERIZON FLORIDA INC. AND VERIZON SELECT SERVICES INC.**

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 between Verizon and Verizon Select Services Inc. (VSS), formerly GTE Communications Corporation. In support of this petition, Verizon states:

VSS' 252(i) adoption of the Verizon/AT&T interconnection, resale and unbundling agreement was filed with the Commission on May 11, 1999. The attached amendment modifies the language in Section 2 of the General Terms and Conditions of the Adopted Terms relating to "Term of Agreement."

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 October 24, 2000.

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

13576 OCT 24 8

FPSC-RECORDS/REPORTING

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

**VERIZON SELECT SERVICES INC.**

**THIS FIRST AMENDMENT TO THE ADOPTED TERMS** ("Amendment") is entered into on this 18th day of July, 2000, by and between Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon") and Verizon Select Services Inc. ("VSS") (Verizon and VSS 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 VSS in the state of Florida (the "State").

**RECITALS**

**WHEREAS**, VSS 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 VSS's adoption of the Adopted Terms was filed May 11, 1999;

**WHEREAS**, the Underlying Agreement, and thus the Adopted Terms, shall terminate or have terminated effective July 17, 2000 (the "Termination Date");

**WHEREAS**, Verizon and VSS 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 VSS under Section 252 of the Act will not be completed before the Adopted Terms expired or were terminated;

**WHEREAS**, VSS 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, 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 January 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. After the Amended Termination Date, either Party shall have the right to terminate the continuing month-to-month term for any reason whatsoever.

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, 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.

3. The Parties intend that, regardless of when this Amendment is approved by the Commission, the effective date of this Amendment shall be July 18, 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")<sup>1</sup>, including its rights to assert or continue to assert that: (a) certain of the Arbitrated Terms are unlawful, illegal and improper, including, without limitation,

1.

<sup>1</sup> Verizon's reservation of rights and positions regarding the Adopted Terms set forth in the Adoption Letter, dated April 26, 1999, 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 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).

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. The Parties expressly agree that, for purposes of calculating reciprocal compensation, Local Traffic does not include Enhanced Service Provider (ESP) and Internet Service Provider (ISP) traffic, including, but not limited to, Internet traffic, 900/976, etc., and Internet Protocol (IP) based voice or fax telephony.

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.

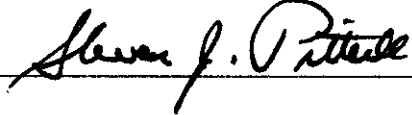
7. If any provision in the Adopted Terms conflicts with this Amendment, this Amendment shall control.

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.

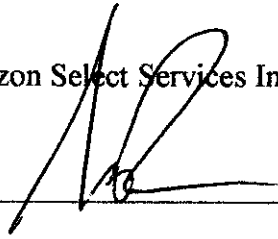
Verizon Florida Inc. f/k/a  
GTE Florida Incorporated

By: 


Name: Steven J. Pitterle

Title: Director - Negotiations  
Network Services

Verizon Select Services Inc.

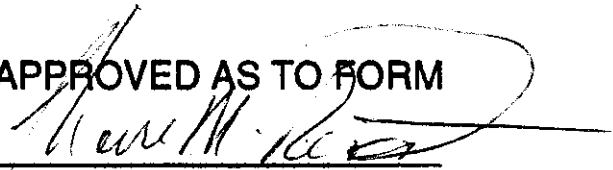
By: 

Name: Scott C. Pierce

 Title: Executive Director  
Alliance Management

|                            |                 |
|----------------------------|-----------------|
| APPROVED BY<br>LEGAL DEPT. |                 |
| <u>LOAK</u>                | <u>10/13/00</u> |
| ATTORNEY                   | DATE            |

**APPROVED AS TO FORM**



THOMAS M. RIORDAN  
GTE LEGAL DEPT.

**OFFICER CERTIFICATION STATEMENT**

(To be kept with the 272 Agreement at the publicly-available records site)

I certify that I am an authorized delegated authority to sign contracts and agreements on behalf of Verizon Florida Inc.; that I have examined the attached affiliate transactions agreement, and that to the best of my knowledge, information and belief, all statements of fact contained in the agreement are true and that said agreement is an accurate statement of the affairs of Verizon Florida Inc., with respect to the specified transactions with Verizon Select Services Inc. and over the period of time noted in the agreement.

Name (printed): Steven J. Pitterle

Title: Director-Negotiations

Signature: 

Date: September 25, 2000

(A person making willful false statements in this form can be punished by fine or imprisonment under the Communications Act, 47 U.S.C. 220 (E).)

Contact Person: Larry Cousin

Telephone No.: (972)718-6424

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing Petition For Approval of First Amendment to the Adopted Terms Between Verizon Florida Inc. and Verizon Select Services Inc. was sent via overnight delivery on October 23, 2000 to:

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

Verizon Select Services Inc.  
Attention: Scott C. Pierce, Executive Director  
6665 N. MacArthur Boulevard, HQK02B02  
Irving, TX 75039

*Kimberly Caswell*  
Bar Kimberly Caswell