

Kimberly Caswell  
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November 2, 2000

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

001662-TP

Re: Docket No.  
Petition of Verizon Florida Inc. for Approval of First Amendment to the Interim  
Interconnection Agreement with Teligent 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 Interim Interconnection Agreement  
with Teligent Services, 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.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kimberly Caswell".

KC  
Kimberly Caswell

KC:tas  
Enclosures

DOCUMENT NUMBER-DATE

14227 NOV-28

FPSC-RECORDS/REPORTING

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition for Approval of First Amendment )  
to the Interim Interconnection Agreement Between )  
Verizon Florida Inc. and Teligent Services, Inc. )  
\_\_\_\_\_ )

Docket No.  
Filed: November 2, 2000

**PETITION FOR APPROVAL OF FIRST AMENDMENT TO THE  
INTERIM INTERCONNECTION AGREEMENT BETWEEN  
VERIZON FLORIDA INC. AND TELIGENT 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 its interim interconnection agreement with Teligent Services, Inc. In support of this petition, Verizon states:

The original agreement between the parties was approved by the Commission by Order No. PSC-98-0354-FOF-TP issued March 4, 1998 in Docket No. 971565-TP. The interim agreement was approved by the Commission by Order No. PSC-00-0884-FOF-TP issued May 5, 2000 in Docket No. 000275-TP. The attached amendment restates Section 2 of the interim agreement and establishes an amended 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 November 2, 2000.

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

**14227 NOV-28**

FPSC-RECORDS/REPORTING

**FIRST AMENDMENT TO THE  
INTERIM INTERCONNECTION AGREEMENT  
BETWEEN  
VERIZON FLORIDA, INC f/k/a GTE FLORIDA INCORPORATED  
AND  
TELIGENT SERVICES, INC.**

**THIS FIRST AMENDMENT TO THE INTERIM INTERCONNECTION AGREEMENT** ("Amendment") is entered into on this 24<sup>th</sup> day of October, 2000, by and between Verizon Florida, Inc. f/k/a GTE Florida Incorporated ("Verizon") and Teligent Services, Inc. ("Teligent") (Verizon and Teligent being referred to collectively as the "Parties" and each individually as a "Party"). This Amendment amends the Interim Interconnection Agreement ("Interim Agreement") pertaining to services provided by Verizon and Teligent in the state of Florida (the "State").

**RECITALS**

**WHEREAS**, Teligent and Verizon were Parties to an Interconnection, Resale and Unbundling Agreement (the "Original Agreement") negotiated pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act");

**WHEREAS**, the Original Agreement was approved by the Florida Public Service Commission ("Commission") Order dated March 4, 1998, in Docket No. 98-0354-FOF-TP;

**WHEREAS**, upon expiration of the Original Agreement, Verizon and Teligent entered into the Interim Agreement, effective November 26, 1999, permitting Teligent to continue to operate under the terms of the Original Agreement pursuant to the Interim Agreement pending the Parties' negotiation of a new agreement under Sections 251 and 252 of the Act;

**WHEREAS**, the Interim Agreement shall terminate or has terminated effective August 12, 2000;

**WHEREAS**, Verizon and Teligent are currently in good faith negotiations regarding an interconnection agreement pursuant to Section 251 and 252 of the Act to replace the Interim Agreement (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 Interim Agreement expired or was terminated;

**WHEREAS**, the Parties recognize that the Commission would not permit an interruption in service even though the Interim Agreement has 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 Interim Agreement.

### 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 Section 2 of the Interim Agreement shall be amended and restated in its entirety to read:

This Interim Agreement shall remain in effect until February 12, 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 Interim Agreement shall continue in effect on a month-to-month basis from the Amended Termination Date (i) until this Interim 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 Interim Agreement, 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 Original and/or Interim Agreements, 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 August 12, 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 that were included in the Original Agreement and that are the subject of the Interim Agreement ("Arbitrated Terms")<sup>1</sup>,

<sup>1</sup> Certain of the rates and charges that were incorporated into the Original Agreement and operationally continued by the Interim Agreement were taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between GTE and AT&T, which was approved by the Commission's Order dated 01/17/1997 in Docket No.97-00640FOF-TP. Verizon's reservation of rights and positions regarding the incorporation into the Original Agreement of such arbitrated rates and charges are set forth in the section of the Original Agreement entitled "General Terms and Conditions Affecting Rates". Verizon reiterates those reservation of rights and positions as if fully set forth herein. In addition, Verizon further reserves its rights

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 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(d)(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 Interim 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. \_\_\_\_\_  
pursuant to the Original Agreement in the event that such arbitrated rates and charges 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: *Steven J. Pitterle*

Name: Steven J. Pitterle

Title: Director-Negotiations  
Network Services

Date: October 24, 2000

Teligent Services, Inc.

By: *Catalyn K. Stup*

Name: *Catalyn K. Stup*

Title: *Senior Regulatory Counsel*

Date: *10/18/00*

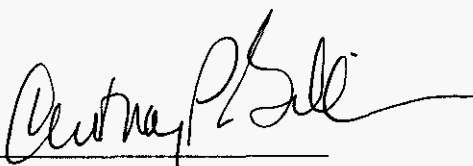
APPROVED BY	LEGAL DEPT.
<i>Dan J.</i>	<i>9/6/00</i>
ATTORNEY	DATE

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing Petition For Approval of First Amendment to the Interim Interconnection Agreement Between Verizon Florida Inc. and Teligent Services, Inc. was sent via overnight delivery on November 1, 2000 to:

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

Teligent Services, Inc.  
Attention: Carolyn Stup  
8065 Leesburg Pike  
Vienna, VA 22182

  
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Kimberly Caswell