

**Kimberly Caswell**  
Vice President and General Counsel, Southeast  
Legal Department



FLTC0007  
201 North Franklin Street (33602)  
Post Office Box 110  
Tampa, Florida 33601-0110

Phone 813 483-2606  
Fax 813 204-8870  
kimberly.caswell@verizon.com

November 2, 2000

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

001663-TP

Re: Docket No.  
Petition of Verizon Florida Inc. for Approval of First Amendment to the  
Interconnection, Resale and Unbundling Agreement with Intermedia  
Communications, 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 Interconnection, Resale and  
Unbundling Agreement with Intermedia Communications, 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,

*KC* Kimberly Caswell

KC:tas  
Enclosures

DOCUMENT NUMBER-DATE

14228 NOV-28

FPSC-RECORDS/REPORTING

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition for Approval of First Amendment )  
to the Interconnection, Resale and Unbundling )  
Agreement Between Verizon Florida Inc. and )  
Intermedia Communications, Inc. )  
\_\_\_\_\_ )

Docket No.  
Filed: November 2, 2000

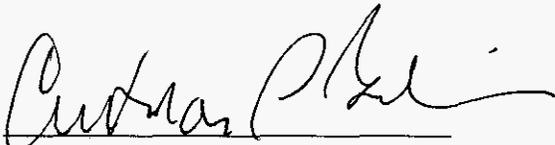
**PETITION FOR APPROVAL OF FIRST AMENDMENT TO THE  
INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT BETWEEN  
VERIZON FLORIDA INC. AND INTERMEDIA COMMUNICATIONS, INC.**

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 interconnection, resale and unbundling agreement with Intermedia Communications, Inc. In support of this petition, Verizon states:

The above agreement was approved by the Commission by Order No. PSC-97-0719-FOF-TP issued June 19, 1997 in Docket No. 970225-TP. The attached amendment restates Article III, Section 2.1 of the 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  
P. O. Box 110, FLTC0007  
Tampa, Florida 33601-0110  
Telephone No. (813) 483-2617

Attorney for Verizon Florida Inc.

DOCUMENT NUMBER-DATE  
**14228 NOV-28**  
FPSC-RECORDS/REPORTING

**FIRST AMENDMENT TO THE  
INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT  
BETWEEN  
VERIZON FLORIDA INC.  
AND  
INTERMEDIA COMMUNICATIONS, INC.**

**THIS FIRST AMENDMENT TO THE INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT** ("Amendment") is entered into on this 19th day of August, 2000, by and between Verizon Florida Inc. f/k/a GTE Florida Incorporated ("Verizon") and Intermedia Communications, Inc. ("INTERMEDIA") (Verizon and INTERMEDIA being referred to collectively as the "Parties" and each individually as a "Party"). This Amendment amends the Interconnection, Resale and Unbundling Agreement pertaining to services provided by Verizon and INTERMEDIA in the state of Florida (the "State").

**RECITALS**

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

**WHEREAS**, the Agreement was approved by the Florida Public Service Commission's ("FPSC" or "Commission") Order dated June 19, 1997 in Docket No. 970225;

**WHEREAS**, the Parties are not in agreement as to the termination date of the Agreement. GTE believes that the Agreement terminated effective June 19, 2000 and INTERMEDIA believes that the Agreement terminates effective February 2, 2001;

**WHEREAS**, without waiving any legal arguments or claims to the contrary, the Parties have agreed to establish August 19, 2000 as the effective termination date ("Termination Date") of the Agreement for the sole purpose of facilitating this Amendment.

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

**WHEREAS**, INTERMEDIA has maintained that the Commission and applicable law would not permit an interruption in service even though the Agreement has 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 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 that Article III, Section 2.1 of the Agreement shall be amended and restated in its entirety to read:

This Agreement shall remain in effect until January 20, 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 Agreement, including but not limited to all other rates, 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 ascribed to them in the Agreement.

3. The Parties intend that, regardless of when this Amendment is approved by the Commission, the effective date of this Amendment shall be August 19, 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 Agreement ("Arbitrated Terms")<sup>1</sup>, including its rights to assert or continue to assert that: (a) certain of the

1. \_\_\_\_\_  
<sup>1</sup> Certain of the terms, rates and charges incorporated into the Agreement were taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between GTE and AT&T. Verizon's reservations of rights and positions regarding the incorporation into the Agreement of such arbitrated terms, rates and charges are set forth in the Article III, Section 33 of the Agreement, entitled "General Terms and

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 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 to any choice of law principles in Florida law.

1. \_\_\_\_\_  
Conditions Affecting Rates". Verizon reiterates those reservations of rights and positions as if fully set forth herein. In addition, Verizon further reserves its rights pursuant to the Agreement in the event that such arbitrated terms, 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).

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: *Steven J. Pitterle*

Name: Steven J. Pitterle

Title: Director - Negotiations  
Network Services

Intermedia Communications Inc.

By: *Heather B. Gold*

Name: Heather B. Gold

Title: VP - Industry Policy

|                    |                |
|--------------------|----------------|
| APPROVED BY        |                |
| LEGAL DEPT.        |                |
| <i>[Signature]</i> | <i>10/2/00</i> |
| ATTORNEY           | DATE           |

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing Petition For Approval of First Amendment to the Interconnection, Resale and Unbundling Agreement Between Verizon Florida Inc. and Intermedia Communications, 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

Intermedia Communications, Inc.  
Attention: Carl Jackson  
3625 Queen Palm Drive  
Tampa, FL 33619

  
Kimberly Caswell