

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

July 29, 2002

Ms. Blanca S. Bayo, Director  
Division of the Commission Clerk  
and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

020832-TP

Re: Docket No.  
Petition of Verizon Florida Inc. for Approval of Amendment No. 1 to  
Interconnection Agreement with Progress Telecom Corporation

Dear Ms. Bayo:

Please find enclosed an original and five copies of Verizon Florida Inc.'s Petition for Approval of Amendment No. 1 to Interconnection Agreement with Progress Telecom Corporation. The amendment consists of one page. 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*  
Kimberly Caswell

KC:tas  
Enclosures

02 JUL 29 AM 10:29

DISTRIBUTION CENTER

DOCUMENT NUMBER-DATE

07921 JUL 29 08

FPSC-COMMISSION CLERK

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition of Verizon Florida Inc. for Approval ) Docket No.  
of Amendment No. 1 to Interconnection Agreement ) Filed: July 29, 2002  
with Progress Telecom Corporation )  
\_\_\_\_\_ )

**PETITION OF VERIZON FLORIDA INC. FOR APPROVAL OF  
AMENDMENT NO. 1 TO INTERCONNECTION AGREEMENT WITH  
PROGRESS TELECOM CORPORATION**

Verizon Florida Inc. (Verizon) (formerly GTE Florida Incorporated) files this petition before the Florida Public Service Commission (Commission) seeking approval of Amendment No. 1 to the interconnection agreement with Progress Telecom Corporation (Progress). In support of this petition, Verizon states:

The Verizon/Progress interconnection agreement was approved by the Commission on June 27, 2002 in Docket No. 020273-TP. The attached amendment adopts the reciprocal compensation plan put forth in the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68.

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 July 29, 2002.

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

Attorney for Verizon Florida Inc.

DOCUMENT NUMBER DATE

07921 JUL 29 02

FPSC-COMMISSION CLERK

**AMENDMENT NO. 1**

to the

**RESALE AND UNBUNDLING AGREEMENT**

between

**VERIZON FLORIDA INC., F/K/A GTE FLORIDA INCORPORATED**

and

**PROGRESS TELECOM CORPORATION**

THIS AMENDMENT No. 1 (this "Amendment") is made this 20<sup>th</sup> day of June 2002 (the "Effective Date"), by and between Verizon Florida Inc., f/k/a GTE Florida Incorporated, a Florida corporation ("Verizon"), with principal place of business at 201 N. Franklin Street, Tampa, FL 33602-5167 and Progress Telecom Corporation, a Florida corporation ("Progress"), with principal place of business at 263 13<sup>th</sup> Avenue South, St. Petersburg, FL 33701. (Verizon and Progress may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in state of Florida (the "State").

**WITNESSETH:**

**WHEREAS**, pursuant to an adoption letter dated February 12, 2002 (the "Adoption Letter"), Progress adopted in the State of Florida, the voluntarily negotiated terms of the Resale and Unbundling agreement between Z-Tel Communications, Inc. ("Z-Tel") and Verizon that was approved by the Florida Public Service Commission (the "Commission") as an effective agreement in the State of Florida, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms").

**WHEREAS**, subsequent to the approval of the Terms, Progress notified Verizon that it desired to amend the Terms as set forth herein; and

**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. **Collocation Terms**. The Parties agree that the Terms shall be amended by the addition of the Collocation Attachment and Pricing Appendix to Collocation Attachment attached hereto as Appendix A, which terms shall govern the provision of Collocation services between the parties.

2. **Conflict between this Amendment and the Terms**. This Amendment shall be deemed to revise the terms and provisions of the Terms to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Terms, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Terms, or in the Terms but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this **Section 2**.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of this Amendment. This Amendment shall amend, modify and revise the Terms only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Terms shall remain in full force and effect after Effective Date.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

PROGRESS TELECOM CORPORATION

VERIZON FLORIDA INC.

By: *E.A. Walker*

By: *Jeffrey A. Masner*

Printed: Elizabeth A. Walker

Printed: JEFFREY A. MASNER

Title: VP Customer Service Delivery  
and Network Operations

Title: VP-INTERCONNECTION SUGS

Date: 06/26/02

Date: 7/8/02

COLLOCATION ATTACHMENT

**1. Verizon's Provision of Collocation**

Verizon shall provide to Progress, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law; Collocation for the purpose of facilitating Progress's interconnection with facilities or services of Verizon or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Collocation to Progress only to the extent required by Applicable Law and may decline to provide Collocation to Progress to the extent that provision of Collocation is not required by Applicable Law. Subject to the foregoing, Verizon shall provide Collocation to Progress in accordance with the rates, terms and conditions set forth in Verizon's Collocation tariff, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective.

**2. Progress's Provision of Collocation**

Upon request by Verizon, Progress shall provide to Verizon collocation of facilities and equipment for the purpose of facilitating Verizon's interconnection with facilities or services of Progress. Progress shall provide collocation on a non-discriminatory basis in accordance with Progress's applicable Tariffs, or in the absence of applicable Progress Tariffs, in accordance with terms, conditions and prices to be negotiated by the Parties.

**PRICING APPENDIX TO THE COLLOCATION ATTACHMENT**

**FLORIDA COLLOCATION RATES**

**I. Collocation Rates**

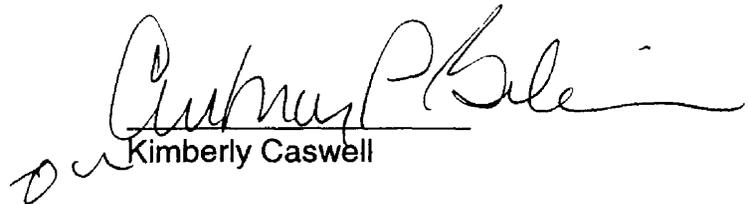
See FL Intrastate Access Tariff, Section 19, Collocation Service

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of Verizon Florida Inc.'s Petition For Approval of Amendment No. 1 to Interconnection Agreement with Progress Telecom Corporation was sent via overnight delivery(\*) on July 26, 2002 and U.S. mail(\*\*) on July 29, 2002 to:

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

Progress Telecom Corporation(\*\*)  
Attention: Cathy Quinn  
263 13<sup>th</sup> Avenue South  
St. Petersburg, FL 33701

  
Kimberly Caswell