Kimberly Caswell Vice President and General Counsel, Southeast Legal Department





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November 25, 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 021186-TP

Re:

Docket No.

Petition of Verizon Florida Inc. for Approval of Amendment No. 1 to Interconnection, Resale and Unbundling Agreement with Florida Multi-Media Services, Inc. d/b/a Florida Multi-Media

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, Resale and Unbundling Agreement with Florida Multi-Media Services, Inc. d/b/a Florida Multi-Media. The amendment consists of a total of five 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

12922 NOV 25 8

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Verizon Florida Inc. for Approval of Amendment No. 1 to Interconnection, Resale and Unbundling Agreement with Florida Multi-Media Services, Inc. d/b/a Florida Multi Media

PETITION OF VERIZON FLORIDA INC. FOR APPROVAL OF AMENDMENT NO. 1 TO INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT WITH FLORIDA MULTI-MEDIA SERVICES, INC. D/B/A FLORIDA MULTI MEDIA

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, Resale and Unbundling agreement with Florida Multi-Media Services, Inc. d/b/a Florida Multi Media (FMM). In support of this petition, Verizon states:

FMM's adoption in the state of Florida of the Sprint Communications Company L.P./Verizon California Inc. interconnection, resale and unbundling agreement was filed with the Commission on November 25, 2002. The attached amendment revises the Terms and Conditions of the original agreement as provided in the Collocation Attachment and Pricing Appendix to Collocation Attachment appended hereto.

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 25, 2002.

Kimberty Caswell

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

Attorney for Verizon Florida Inc.

AMENDMENT NO. 1

to the

INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

between

VERIZON FLORIDA INC.

and

FLORIDA MULTI-MEDIA SERVICES, INC. D/B/A FLORIDA MULTI MEDIA

THIS AMENDMENT No. 1 (this "Amendment") is made this 23rd day of October 2002 (the "Effective Date"), by and between Verizon Florida Inc. ("Verizon"), a Florida corporation with its principal place of business at 201 N. Franklin Street, Tampa, FL 33602-5167, and Florida Multi-Media Services, Inc. d/b/a FLORIDA MULTI MEDIA ("FMM"), a Florida corporation with its principal place of business at 3600 NW 43rd Street, Suite C-1, Gainesville, FL 32606-8127. (Verizon and FMM may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in the state of Florida (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated October 16, 2002 (the "Adoption Letter"), FMM adopted in the state of Florida, the voluntarily negotiated terms of the interconnection agreement between Sprint Communications Company, L.P. ("Sprint") and Verizon California Inc., f/k/a GTE California Incorporated ("Verizon California") that was approved by the California Public Utilities Commission as an effective agreement in the State of California (the "Terms").

WHEREAS, FMM 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. <u>Collocation Terms</u>. 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 provisions of Collocation services between the parties.
- 2. <u>Conflict between this Amendment and the Terms</u>. 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 <u>Section 2</u>.
- 3. <u>Counterparts</u>. 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. <u>Captions</u>. 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. <u>Scope of this Amendment</u>. This Amendment shall amend, modify and revise the Terms only to the extent set forth expressly in <u>Section 1</u> of this Amendment, and, except to the extent set forth in <u>Section 1</u> of this Amendment, the terms and provisions of the Terms shall remain in full force and effect after <u>Effective</u> Date.

SIGNATURE PAGE

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

FLORIDA MULTI-MEDIA SERVICES, INC. D/B/A FLORIDA MULTI MEDIA **VERIZON FLORIDA INC.**

By: Waldeman Jr. Kensel

Printed: WALDEMAR F. KISSEL

Jeffrey A. Masoner

Vice President – Interconnection Services Policy &

Planning

Title: PRESIRENT

Date: 10/12/02

Date: 10/25/08

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COLLOCATION ATTACHMENT

1. Verizon's Provision of Collocation

Verizon shall provide to FMM, 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 FMM'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 FMM only to the extent required by Applicable Law and may decline to provide Collocation to FMM to the extent that provision of Collocation is not required by Applicable Law. Subject to the foregoing, Verizon shall provide Collocation to FMM 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. FMM's Provision of Collocation

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

PRICING APPENDIX TO COLLOCATION ATTACHMENT FLORIDA

I. Collocation Rates

See FL Intrastate Access Tariff, Section 19, Collocation Service

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the foregoing were sent via overnight delivery(*)

on November 22, 2002 and U.S. mail(**) on November 25, 2002 to:

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

Florida Multi-Media Services, Inc. d/b/a Florida Multi Media(**) Attention: Jeanne Senatore 11442 137th Street North, A-211 Largo, FL 33774

Kimberly Caswell