

JACK SHREVE PUBLIC COUNSEL

STATE OF FLORIDA OFFICE OF THE PUBLIC COUNSEL

c/o The Florida Legislature 111 West Madison St. Room 812 Tallahassee, Florida 32399-1400 850-488-9330

ORIGINAL

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November 27, 2000 RECORDS AND REPORTING

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

Re: Docket No. 991377-TL

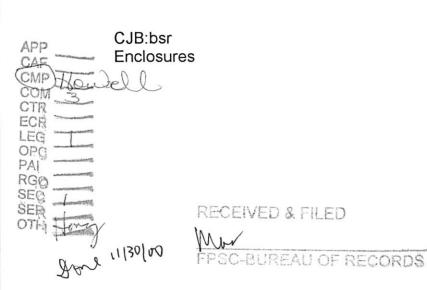
Dear Ms. Bayo:

Enclosed for filing in the above-referenced docket are the original and 15 copies of an Amendment to Stipulation and Settlement. Please indicate the time and date of receipt on the enclosed duplicate of this letter and return it to our office.

Sincerely,

Charles. 7 Beck

Charles J. Beck Deputy Public Counsel



DOCUMENT NUMBER-DATE

15169 NOV 278 FPSC-RECORDS/REPORTING

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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In re: Initiation of show cause proceedings against Sprint-Florida, Incorporated for violations of service standards.

Docket No. 991377-TL

Filed: November 27, 2000

Amendment to Stipulation and Settlement

Sprint-Florida, Incorporated (Sprint or the Company) and the Office of Public Counsel (OPC or Citizens) hereby make the following amendments to the stipulation and settlement filed on July 27, 2000:

1. Sprint will make a \$75,000 voluntary contribution to the General Fund. Such a payment will be made within 35 days of the issuance of the final order approving the Stipulation and Settlement. Such a voluntary payment will fully resolve any issues for potential or alleged service deficiencies for the period of April 1, 2000 through the date of the final order approving the stipulation and settlement.

2. There will be no safe harbor threshold, as defined in C(10) of the agreement. Instead, the Commission may terminate this agreement at any time for any reason. The company will liable for credits to customers and community service credits, as contemplated by the agreement, until the date of such termination. Upon termination, the company will no longer be liable for such credits and will instead be subject to Commission Rules 25-4.066 (2), 25-4.070 (3)(a), 25-4.073(1) (c) and (1)(d) and 25-4.110(2), Florida Administrative Code. The company will only be subject to sanction for violations of said rules that may occur after termination of the agreement.

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3. The modifications made and agreed to herein are made notwithstanding the last paragraph on page 16 and the first paragraph on page 17 of the Stipulation and Settlement. Furthermore, provisions to the contrary regarding the effect of the Safe Harbor Threshold in Sections D.3 and D.4 will not apply. Provisions regarding payment of fines in Sections 1 and 3.D.2 to the contrary will not apply.

DATED this 27th day of November 2000.

CK SHREVE

Office of Public Counsel c/o The Florida Legislature Room 812 111 West Madison Street Tallahassee, Florida 32399-1400

Respectfully submitted,

CHARLES J. REHWINKEL

Sprint-Florida, Inc. 315 S. Calhoun Street Suite 500 Tallahassee, Florida 32301

FOR THE CITIZENS OF FLORIDA

FOR SPRINT-FLORIDA, INC.

CERTFICATE OF SERVICE DOCKET NO. 991377-TL

I HEREBY CERTIFY that a true and correct copy of the above

Amendment to Stipulation and Settlement has been furnished by U.S. mail to

the following this 27^{tht} day of November 2000:

Patricia Christensen Division of Legal Services Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, Florida 32399-0850

on Charles 1) Seon. Jack Shreve Public Counsel