

ORIGINAL

Kimberly Caswell Counsel

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GTE SERVICE CORPORATION

813-483-2606

813-204-8870 (Facsimile)

June 21, 2000

000757-TP

MIZI PILLS

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

Re:

Docket No.

Petition of GTE Florida Incorporated for Approval of Second Amendment to the Resale Agreement with 1-800-RECONEX, Inc.

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of GTE Florida Incorporated's Petition for Approval of Second Amendment to the Resale Agreement with 1-800-RECONEX, Inc. The amendment consists of a total of 2 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

THE TOTAL OF RECORDS

A part of GTE Corporation

DOCUMENT NUMBER-DATE

07576 JUN218

FPSC-RECORDS/REPORTING



## BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of GTE Florida Incorporated for )
Approval of Second Amendment to

Resale Agreement with 1-800-RECONEX, Inc. )

Docket No. 000757-77

Filed: June 21, 2000

## PETITION OF GTE FLORIDA INCORPORATED FOR APPROVAL OF SECOND AMENDMENT TO RESALE AGREEMENT WITH 1-800-RECONEX, INC.

GTE Florida Incorporated (GTE) files this petition before the Florida Public Service Commission (Commission) seeking approval of the second amendment to the resale agreement with 1-800-RECONEX, Inc. In support of this petition, GTE states:

The above agreement was approved by the Commission by Order No. PSC-97-1467-FOF-TP issued November 24, 1997 in Docket No. 971030-TP. The attached amendment modifies the definition of "Local Traffic" in Article II, Section 1.27.

GTE respectfully requests that the Commission approve the attached amendment and that GTE be granted all other relief proper under the circumstances.

Respectfully submitted on June 21, 2000.

By:

Kimberly Caswell
P. O. Box 110, FLTC0007

Tampa, Florida 33601-0110 Telephone No. (813) 483-2617

obete Blue

Attorney for GTE Florida Incorporated

DOCUMENT NUMBER-DATE
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FPSC-RECORDS/REPORTING

## SECOND AMENDMENT TO INTERCONNECTION AGREEMENT BETWEEN GTE Florida Incorporated AND 1-800-RECONEX, INC.

THIS SECOND AMENDMENT to the CLEC Interconnection Agreement (the "Agreement") which became effective August 11, 1997 is by and between GTE Florida Incorporated and 1-800-RECONEX, Inc. (GTE and 1-800-RECONEX being referred to collectively as the "Parties" and individually as a "Party"). This Second Amendment covers services in the state of Florida (the "State").

**WHEREAS**, the Agreement, was approved by the Commission's Order dated November 24, 1997 in Docket No. 971030 ("Agreement"); and

WHEREAS, the Parties agree to modify Local Traffic definition as stated in Article II, Section 1.27 and

WHEREAS, the Parties now wish to adopt that language as an amendment to the Agreement;

**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. Article II, Section 1.27 of the Agreement first described above shall be deleted in its entirety and replaced by the following language: "Local Traffic" means traffic that is originated by an end user of one Party and terminates to the end user of the other Party within GTE's then current local serving area, including mandatory local calling scope arrangements. A mandatory local calling scope arrangement is an arrangement that provides end users a local calling scope, Extended Area Service ("EAS"), beyond their basic exchange serving area. Local Traffic does not include optional local calling scopes (i.e., optional rate packages that permit the end user to choose a local calling scope beyond their basic exchange serving area for an additional fee), referred to hereafter as "optional EAS". Local Traffic excludes Enhanced Service Provider (ESP) traffic (e.g. Internet, 900-976, etc.) and Internet Protocol based long distance telephony.
- 2. Except as specifically modified by this Second Amendment, the Agreement shall remain in full force and effect.
- If any provision in the Agreement conflicts with this Second Amendment, this Second Amendment shall control.

**IN WITNESS WHEREOF**, each Party has executed this Second Amendment and it shall be effective upon execution by both Parties.

By: Ornice Millola	1-800-RECONEX, INC.
Name: <u>Connie Nicholas</u>	Name: William E. DRAWN
Title: <u>Assistant Vice President</u> Wholesale Markets-Interconnection	Title: Vice-Attibac + Gazner aun
Date: June 1, 2000	Date: <b>5-26-66</b>

## **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of GTE Florida Incorporated's Petition For Approval of Second Amendment to the Resale Agreement with 1-800-RECONEX, Inc. was sent via overnight delivery on June 20, 2000 to:

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

> 1-800-RECONEX, Inc. Attention: William E. Braun 2500 Industrial Avenue Hubbard, OR 97032

> > Kimberly Caswell