



GTE SERVICE CORPORATION One Tampa City Center 201 North Franklin Street (33602) Post Office Box 110, FLTC0007 Tampa, Florida 33601-0110 813-483-2606 813-204-8870 (Facsimile)

Kimberly Caswell Counsel

July 25, 2000

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

Re: Docket No. OOO947-TP Petition of GTE Florida Incorporated for Approval of First Amendment to the Interconnection Agreement with BellSouth Cellular Corp.

Dear Ms. Bayo:

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Please find enclosed for filing an original and five copies of GTE Florida Incorporated's Petition for Approval of First Amendment to the Interconnection Agreement with BellSouth Cellular Corp. The amendment consists of a total of two 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,

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KC:tas Enclosures

A Copies not included

A part of GTE Corporation

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

## BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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In re: Petition of GTE Florida Incorporated for Approval of First Amendment to Interconnection Agreement with BellSouth Cellular Corp. Docket No. 000947-TP Filed: July 25, 2000

## PETITION OF GTE FLORIDA INCORPORATED FOR APPROVAL OF FIRST AMENDMENT TO INTERCONNECTION AGREEMENT WITH BELLSOUTH CELLULAR CORP.

GTE Florida Incorporated (GTE) files this petition before the Florida Public Service

Commission (Commission) seeking approval of the first amendment to the interconnection

agreement with BellSouth Cellular Corp. In support of this petition, GTE states:

The above agreement was approved by the Commission by Order No. PSC-98-

0080-FOF-TP issued January 14, 1998 in Docket No. 971305-TP. The attached

amendment modifies and replaces the language in Article II, Section 1.44 of the agreement

pertaining to "Local Traffic."

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 July 25, 2000.

By: Br

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

Attorney for GTE Florida Incorporated

DOCUMENT NUMBER-DATE 08976 JUL 258 FPSC-RECORDS/REPORTING

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of GTE Florida Incorporated's Petition For

Approval of the First Amendment to the Interconnection Agreement with BellSouth

Cellular Corp. was sent via overnight delivery on July 24, 2000 to:

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

BellSouth Cellular Corp. Attention: C. Claiborne Barksdale 1100 Peachtree Street, N.E. Atlanta, GA 30309-4599

EurKimberly Caswell

## FIRST AMENDMENT TO INTERCONNECTION AGREEMENT BETWEEN GTE FLORIDA INCORPORATED AND BELL SOUTH CELLULAR CORP.

**THIS FIRST AMENDMENT** to Interconnection, Agreement (the "Agreement") which became effective October 9, 1997, is by and between GTE Florida Incorporated, ("GTE") and Bell South Cellular Corp. ("BCC"), GTE and BCC being referred to collectively as the "Parties" and individually as a "Party". This First Amendment covers services in the state of Florida (the "State").

WHEREAS, the Agreement, was approved by the Commission's Order dated January 6, 1998 in Docket No. 971305 (Agreement); and

WHEREAS, subsequent to the approval of the Agreement, BCC and GTE agreed to amend the Agreement; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement; 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. Article II, Section 1.44 of the Agreement which stated:

Local Traffic – for purposes of compensation between Parties, means traffic that is originated by an end user of one Party and terminates to the end user of the other Party within the same MTA (Major Trading Area) and, for GTE-originated traffic, within the same LATA, provided that the end user of BCC receives service on a two-way basis pursuant to the BCC CMRS license.

Is hereby modified and replaced with the following language:

Local Traffic - for purposes of compensation between the Parties, means:

- (a) GTE Traffic that is originated by a GTE end user customer and terminated to a twoway wireless end user customer of BCC located within the same MTA. "GTE Traffic" is traffic originated by a GTE end user customer and routed by GTE as part of a GTE retail service offering including, but not limited to, local service, EAS, and intraLATA toll service. GTE Traffic does not include traffic originated by a GTE end user customer that is subsequently routed by another carrier, such as an IXC, as part of a service provided by that other carrier to that GTE end user customer.
- (b) BCC Traffic that is originated by an end user customer of BCC and terminated to a GTE end user customer located within the same MTA. "BCC Traffic" is traffic

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originated by a two-way wireless end user customer of BCC and routed by BCC as part of a wireless service of BCC.

The applicable cell site at the beginning of the call will determine the location of the end user customer of BCC. Local Traffic excludes Enhanced Service Provider (ESP) traffic (e.g., Internet, 900/976, etc.) and Internet protocol based voice or fax telephony.

2. If any provision in the Agreement conflicts with this First Amendment, this First Amendment shall control.

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

GTE FLORIDA INCORPORATED		BELL SOUTH CELLULAR CORP.
By:	twen J. Pittell	By: Mmsallin
Name: <u>Steven J. Pitterle</u>		Name: <u>Roy P. McAllister</u>
Title: <u>Director-Negotiations</u> Wholesale Markets		Title: <u>VP - HR and Corporate Affairs</u>
Date:	6/29/00	Date:6-12-00
	APPROVED BY LEGAL DEPT. ATTORNEY DATE	
* GTE has accord to allow this Amondment to become effective upon executive in order to convit DCC to second		

\* GTE has agreed to allow this Amendment to become effective upon execution in order to permit BCC to proceed with implementation of its competitive business strategies and plans prior to the approval of the Amendment by the Commission. Notwithstanding the possible rejection or modification of this Agreement by the Commission, the Parties agree that all of their obligations and duties hereunder shall remain in full force and effect pending the final disposition of the Commission review and approval process.