

Kimberly Caswell Vice President and General Counsel, Southeast Legal Department

Verizon Communications

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

August 8, 2000

001081 - TP

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 Verizon Florida Inc. for Approval of First Amendment to Interconnection Agreement with GTE Wireless of the South Incorporated

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of Verizon Florida Inc.'s Petition for Approval of First Amendment to the Interconnection Agreement with GTE Wireless of the South Incorporated. The amendment consists of a total of 3 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,

Gu Kimberly Caswell

KC:tas Enclosures

RECEIVED & FILED FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

-09573 AUG-88

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Verizon Florida Inc. for Approval of First Amendment to Interconnection Agreement with GTE Wireless of the South Incorporated

•

Docket No. 001031 - TP Filed: August 8, 2000

PETITION OF VERIZON FLORIDA INC. FOR APPROVAL OF FIRST AMENDMENT TO INTERCONNECTION AGREEMENT WITH GTE WIRELESS OF THE SOUTH INCORPORATED

Verizon Florida Inc. (Verizon), formerly known as GTE Florida Incorporated, files this petition before the Florida Public Service Commission (Commission) seeking approval of the first amendment to the interconnection agreement with GTE Wireless of the South Incorporated, successor in interest to GTE Mobilnet of Tampa Incorporated. In support of this petition, Verizon states:

The above agreement was approved by the Commission by Order No. PSC-97-1377-FOF-

TP issued October 31, 1997 in Docket No. 970951-TP. The attached amendment modifies the

language in Article II, Section 1.20 of the agreement relating to "Local Traffic."

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 August 8, 2000.

Bv:

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

Attorney for Verizon Florida Inc.

DOCUMENT NUMBER-DATE 09573 AUG-88 FPSC-RECORDS/REPORTING

FIRST AMENDMENT TO INTERCONNECTION AGREEMENT BETWEEN GTE FLORIDA INCORPORATED AND GTE WIRELESS OF THE SOUTH INCORPORATED

THIS FIRST AMENDMENT to the Interconnection Agreement (the "Agreement") which became effective October 31, 1997, is by and between GTE Florida Incorporated ("GTE") and GTE Wireless of the South Incorporated, successor in interest to GTE Mobilnet of Tampa Incorporated, on behalf of itself and as General Partner of Florida RSA#1B (Naples) Limited Partnership, ("Wireless"), GTE and Wireless 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 October 31, 1997 in Docket No. 970951 (Agreement); and

WHEREAS, subsequent to the Commission's approval of the Agreement, Wireless and GTE agreed to amend the Agreement; and

WHEREAS, pursuant to Section 252(a)(1) of the Communications 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 1.20 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 Wireless receives service on a wireless, mobile basis.

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 Wireless 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) Wireless Traffic that is originated by an end user customer of Wireless and terminated to a GTE end user customer located within the same MTA. "Wireless Traffic" is traffic originated by a two-way wireless end user customer of Wireless and routed by Wireless as part of a wireless service of Wireless.

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

2. This First Amendment along with the Agreement and any attachments, addenda, and supplements hereto shall be the complete and exclusive statement of the agreement between the Parties as to the subject matter of the Agreement and shall be binding upon each of the Parties hereto. If any provision in the Agreement conflicts with this First Amendment, this First Amendment shall control. Neither this First Amendment nor the Agreement may be amended or otherwise modified, except as agreed to in writing by each of the Parties hereto.

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

GTE FLORIDA INCORPORATED

tell

Name: Steven J. Pitterle

Title: Director-Negotiations Wholesale Markets

Date:

GTE WIRELESS OF THE SOUTH INCORPORATED

By:

Name: Michael J. McDonough

Title: Sr. VP Marketing & Sales and Acting President

Date: June 23, 2000

By: _

Name:

Title: Assistant Secretary

Date: June 23, 2000

•

Ŧ

• . •

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of Verizon Florida Inc.'s Petition For Approval

of First Amendment to the Interconnection Agreement with GTE Wireless of the South

Incorporated was sent via overnight delivery on August 7, 2000 to:

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

> GTE Wireless Incorporated Attention: Marc Sterling One GTE Place Alpharetta, GA 30004-8511

CINTUM Phill Grkimberly Caswell