

Larry D. Callison
State Manager
Regulatory Affairs & Tariffs



**GTE Service
Corporation**

P.O. Box 1650
Lexington, KY. 40588-1650
859 245-1389
Fax: 859 245-1721

July 25, 2000

Mr. Martin Huelsmann
Executive Director
Public Service Commission
211 Sower Bldv.
Frankfort, Kentucky 40601

00119-AM

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PUBLIC SERVICE
COMMISSION

RE: First Amendment to Interconnection Agreement Between GTE South Incorporated and
BellSouth Mobility Inc. - Case No. 97-102

Dear Mr. Huelsmann:

Enclosed for joint filing by the parties with the Kentucky Public Service Commission (Commission) are six copies of a First Amendment recently executed between GTE South Incorporated and BellSouth Mobility Inc. The Interconnection Agreement was approved by the Commission on March 9, 1998, and assigned Case No. 97-102.

Also enclosed is an electronic copy of the Amendment in Microsoft Word 97 format on a 3.5 floppy diskette.

This Amendment is being provided to the Commission for its review and approval.

Please bring this filing to the attention of the Commission, and if there are any questions, please contact me at your convenience.

Yours truly,

A handwritten signature in cursive script that reads "Larry D. Callison".

Larry D. Callison

Enclosures

c: C. Claiborne Barksdale – General Counsel for BellSouth Cellular Corp.

**FIRST AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
GTE SOUTH INCORPORATED
AND
BELL SOUTH MOBILITY INC.**

THIS FIRST AMENDMENT to Interconnection, Agreement (the “Agreement”) which became effective March 16, 1998, is by and between GTE South Incorporated, (“GTE”) and Bell South Mobility Inc.(“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 Kentucky (the “State”).

WHEREAS, the Agreement, was approved by the Commission’s Order dated March 9, 1998 in Docket No. 97-102 (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 two-way 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

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 SOUTH INCORPORATED

BELL SOUTH MOBILITY INC.

By: Steven J. Pitterle

By: Roy P. McAllister

Name: Steven J. Pitterle

Name: Roy P. McAllister

Title: Director-Negotiations
Wholesale Markets

Title: VP - HR and Corporate Affairs

Date: 6/29/00

Date: 6-12-00

APPROVED BY LEGAL DEPT.	
<u>TDP</u>	<u>6/29/00</u>
ATTORNEY	DATE

* 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.