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February 10, 1999

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

RE: Petition of Sprint-Florida, Incorporated  
for Approval of Amendment to Interconnection  
Agreement with RSA #1B (Naples) Limited Partnership

990159-7P

Dear Ms. Bayo:

Enclosed for filing is the original and seven (7) copies of Sprint-Florida, Inc.'s Petition for approval of Amendment to Interconnection Agreement with RSA #1 (Naples) Limited Partnership.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer.

Thank you for your assistance in this matter.

Sincerely,

*Susan S. Masterton*

Susan S. Masterton

SSM/bs

Enclosures

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*[Signature]*  
FPSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

01788 FEB 10 99

FPSC RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval )  
of Amendment to Interconnection )  
Agreement Between Sprint-Florida, )  
Inc. and RSA #1B (Naples) Limited )  
Partnership )  
\_\_\_\_\_ )

Filed: February 10, 1999

Docket No. 990159-TP

PETITION OF SPRINT-FLORIDA, INCORPORATED  
FOR APPROVAL OF AMENDMENT TO INTERCONNECTION  
AGREEMENT WITH RSA #1B (NAPLES) LIMITED PARTNERSHIP

Sprint-Florida, Incorporated (Sprint-Florida) files this Petition with the Florida Public Service Commission seeking approval of an amendment to the Interconnection Agreement which Sprint-Florida has entered with RSA #1B (Naples) Limited Partnership, a Delaware limited partnership.

In support of this Petition, Sprint-Florida states:

1. Florida Telecommunications law, Chapter 364, Florida Statutes as amended, requires local exchange carriers such as Sprint-Florida to negotiate "mutually acceptable prices, terms and conditions of interconnection and for the resale of services and facilities" with alternative local exchange carriers. Section 364.162, Florida Statutes (1996).

2. Telecommunications Act of 1996, requires that any such "agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission" 47 U.S.C. §252(e).

DOCUMENT NUMBER-DATE

01788 FEB 10 99

FPSC-RECORDS/REPORTING

3. Sprint-Florida entered an Agreement with RSA #1B (Naples), a Limited Partnership, which is a CMRS carrier as that term is defined in 47 C.F.R. 20.3 on September 8, 1997. The Agreement has been approved by the Commission pursuant to federal law. Order No. PSC-97-1590-FOF-TP states that "any further modifications to the agreement...must be filed separately with the Commission."

4. In accordance with the above provisions, Sprint-Florida has entered into an Amendment to the Agreement with RSA #1B (Naples), a Limited Partnership. This amendment was executed on January 26, 1999, and is attached hereto as Attachment A.

5. Under the Federal Act, an agreement (or amendment thereto) can be rejected by the State commission only if the commission finds that it discriminates against a telecommunications carrier not a party to the agreement or if the implementation of that agreement is not consistent with the public interest, convenience and necessity. 47 U.S.C. §252(e)(2).

6. The Amendment with RSA #1B (Naples), a Limited Partnership does not discriminate against other similarly situated carriers which may order services and facilities from Sprint-Florida under similar terms and conditions. The Amendment is also consistent with the public interest, convenience and necessity. As such, Sprint-Florida seeks approval of the Amendment from the Florida Public Service Commission as required by the Federal statutory provisions noted above.

Wherefore, Sprint-Florida respectfully requests that the Florida Public Service Commission approve the Amendment to the Interconnection Agreement between Sprint-Florida and RSA #1B (Naples), a Limited Partnership.

Respectfully submitted this 10<sup>th</sup> day of February, 1999.

Sprint-Florida, Incorporated

*Susan S. Masterton*

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**AMENDMENT TO  
CMRS INTERCONNECTION AGREEMENT ("Agreement")**

**Between Florida RSA #1B (Naples) Limited Partnership ("GTE")  
and Sprint-Florida, Inc. ("Sprint")**

**For the state of Florida**

**Original Effective Date of Agreement: August 21, 1997**

**Effective Date of Amendment: January 1, 1999**

**AMENDMENT NO. 1 TO THE INTERCONNECTION AGREEMENT  
BETWEEN**

**SPRINT-FLORIDA, INC.  
AND  
FLORIDA RSA #1B (NAPLES) LIMITED PARTNERSHIP**

This Amendment to the Interconnection Agreement ("Agreement") dated August 21, 1997 between Florida RSA #1B (Naples) Limited Partnership ("Carrier"), a Delaware partnership, and Sprint-Florida, Inc. ("Sprint"), a Florida corporation (hereinafter collectively, "the Parties"), is made by and between Florida RSA #1B (Naples) Limited Partnership and Sprint, and is effective as of January 1, 1999 ("Effective Date"). Except as otherwise indicated, defined terms in this Amendment have the same meaning as in the Agreement.

**1. BACKGROUND**

- 1.1. Carrier and Sprint entered into the Agreement August 21, 1997.
- 1.2. Previous amendments to the Agreement are as follows:  
None
- 1.3. Sprint and Carrier agree to modify the Agreement as set forth in this Amendment No. 1.

In consideration of the promises and agreements contained in this Amendment, the parties agree as follows:

**2. ENTITY CHANGE**

The General Partner for Florida RSA #1B (Naples) Limited Partnership is no longer GTE Mobilnet of Tampa Incorporated; the partnership's General Partner is now GTE Wireless of the South Incorporated, successor in interest to GTE Mobilnet of Tampa Incorporated. As its successor in interest, GTE Wireless of the South Incorporated has all the rights and responsibilities of GTE Mobilnet of Tampa Incorporated.

*Sprint / GTE Wireless Amendment to  
CMRS Interconnection Agreement - FL  
Amendment Effective Date: Jan. 1, 1999  
Agreement Effective Date: Aug. 21, 1997*

3. AMENDMENT

3.1 Add the following in Attachment II, *Interconnection*, at the end of Section A, *Scope*:

8. One-way interconnection.

- 8.1 GTE may provide one-way, mobile-to-land facilities to a Point of Interconnection (POI) at Sprint's Winter Park and Ocala Central Offices ("Facilities"). The Parties agree that the Facilities are not subject to reciprocal compensation.
- 8.2 Traffic originating from Tampa and terminating at the Winter Park and Ocala locations will be IntraMTA and subject to the local interconnection prices, terms and conditions in the Agreement. The Parties agree that this IntraMTA traffic amounts to 85 percent of the total mobile to land traffic covered by this Amendment.
- 8.3 Traffic originating from Ft. Myers and terminating at the Winter Park and Ocala locations will be interMTA and subject to the intrastate access prices, terms and conditions in Sprint-Florida, Inc.'s Access Service Tariff. The Parties agree that this InterMTA traffic amounts to 15 percent of the total mobile to land traffic covered by this Amendment.
- 8.4 Either Party may review the InterMTA and IntraMTA traffic allocations once during each six month period beginning six months from the Effective Date of this Amendment. The Parties will mutually agree to any revisions to the traffic allocations before implementing such revisions.

4. GENERAL

Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement, and this Amendment, this Amendment will control.

*Sprint / GTE Wireless Amendment to  
CMRS Interconnection Agreement - FL  
Amendment Effective Date: Jan. 1, 1999  
Agreement Effective Date: Aug. 21, 1997*

This Amendment No. 1 executed by authorized representatives of Sprint and Carrier is made a part of and incorporates the terms and conditions of the Agreement.

Florida RSA #1B (Naples) Limited Partnership

By: GTE Wireless of the South Incorporated, its general partner:

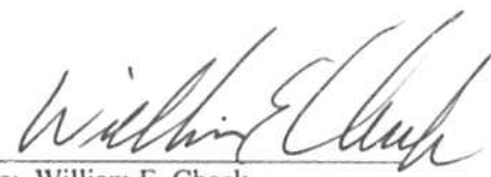
By: 

Name: DANIEL S. MEAD

Title VICE PRESIDENT - TECHNOLOGY & OPERATIONS SUPPORT

Date: 1/14/99

Sprint-Florida, Inc.:

By: 

Name: William E. Check

Title: Vice President Sales & Account Management

Date: 1/26/99

By: 

Name: Catherine H. LaFiandra

Title: Assistant Secretary

Date: 1/14/99

*Sprint / GTE Wireless Amendment to  
CMRS Interconnection Agreement - FL  
Amendment Effective Date: Jan. 1, 1999  
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