



ORIGINAL

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April 22, 2003

Ms. Blanca S. Bayó, Director
Division of the Commission Clerk
& Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RECEIVED FPSC
03 APR 22 PM 4:53
COMMISSION
CLERK

030385-TP

Re: Approval of Amendment No. One to Interconnection, Unbundling and Resale Agreement between Sprint-Florida, Incorporated and Florida Multi Media, Inc.

Dear Ms. Bayó:

Please find enclosed for approval and filing an original and two copies of the Amendment No. One to the Interconnection, Unbundling and Resale Agreement between Sprint-Florida, Incorporated and Florida Multi Media, Inc.

If you have any questions on this matter, please contact my assistant Teresa Harless at 850-599-1563.

Sincerely,

Susan S. Masterton

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

cc: Jeanne Senatore
11442 137th St. No. A-211
Largo, Florida 33774

(727) 593-0743 (phone)

Enclosure

DOCUMENT NUMBER-DATE

03709 APR 22 8

FPSC-COMMISSION CLERK

**AMENDMENT NO. 1 TO
INTERCONNECTION AND RESALE AGREEMENT
BETWEEN
FLORIDA MULTI MEDIA, INC.
AND
SPRINT – FLORIDA, INCORPORATED**

This Amendment No. 1 dated this 9th day of April, 2003, by and between Florida Multi Media, Inc., ("CLEC") and Sprint – Florida, Incorporated d/b/a Sprint (collectively "Sprint"). (Sprint and CLEC may be referred to individually as a "Party" and collectively as the "Parties").

BACKGROUND:

The Parties entered into an Interconnection and Resale Agreement, on June 15, 2002 for the state of Florida ("Agreement").

The Parties wish to amend the reciprocal compensation terms and conditions in the Agreement to reflect a bill and keep arrangement for both Local Traffic and Information Access Traffic.

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

TERMS AND CONDITIONS:

1. Part F, Section 2.3 and subsections will be replaced with the following 2.3 and subsections:
 - 2.3 Reciprocal Compensation
 - 2.3.1 The Parties agree to "Bill and Keep" for mutual reciprocal compensation for the termination of Local Traffic on the network of one Party which originates on the network of the other Party. Under Bill and Keep, each Party retains the revenues it receives from end user customers, and neither Party pays the other Party for terminating the Local Traffic which is subject to the Bill and Keep compensation mechanism. The Bill and Keep arrangement is subject to the following conditions:
 - 2.3.1.1 Bill and Keep is only applicable if terminating traffic between the Parties is balanced within 10 percent.
 - 2.3.1.2 Bill and Keep applies to traffic between a CLEC end office and a Sprint tandem and is limited to 96 DSO trunks (one-way from CLEC to Sprint).
 - 2.3.1.3 Traffic Studies may be conducted semi-annually to measure the amount of traffic on the interconnection trunks to detect an out of balance condition. Parties agree to share the results of such studies.

2.3.1.4 Either Party can cancel the Bill and Keep compensation arrangement when traffic volumes require the installation of more than 96 one-way trunks or when the usage is out of balance by more than 10%. Formal notification of the cancellation must be provided in writing 90 days prior to the Effective Date. Notwithstanding anything in this Agreement to the contrary, the Parties may continue the Bill and Keep compensation arrangement by mutual agreement.

2.3.1.5 If either Party does deliver such written notice, the Parties will negotiate an amendment to this Agreement under applicable law reflecting charges to be assessed by each Part for terminating Local Traffic. If the Parties are unable to negotiate such an amendment, the Parties agree to resolve the issue under the dispute resolution section of this Agreement.

2.3.1.6 Bill and Keep does not apply to local traffic originated by the CLEC, transiting Sprint's network, and terminated by a third party in which case applicable transit charges will apply. Sprint will not assume transport and termination liabilities on behalf of the calls originated by the CLEC.

2.3.1.7 Information Access Traffic will be exchanged on a "Bill and Keep" basis. Under Bill and Keep, each Party retains the revenues it receives from end user customer, and neither Party pays the other Party for terminating the Information Access Traffic.

2.3.1.8 On April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic (the "ISP Compensation Order"). The Parties agree that by executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order, including but not limited to the ILEC's option to invoke on a date specified by ILEC the FCC's ISP terminating compensation plan.

2. Table One shall be amended as follows:

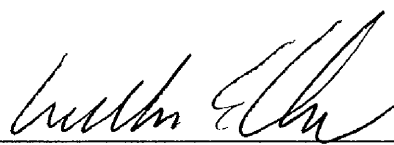
Transit Traffic	SOURCE	RECURRING RATE	NRC
End Office		\$0.003671	NA
Tandem Switching		\$0.002085	NA
Common		\$0.000711	N/A
Reciprocal Compensation	SOURCE	RECURRING RATE	NRC
Local Traffic and Information Access Traffic		Bill and Keep	N/A

GENERAL

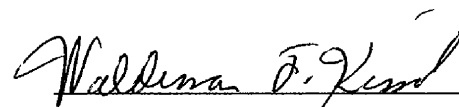
- 3 Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment will control.
- 4 Except as otherwise indicated defined terms in this Amendment have the same meaning as in the Agreement.
- 5 This Amendment No. 1 executed by authorized representatives of Sprint and CLEC is made a part of and incorporates the terms and conditions of the Agreement.

IN WITNESS WHEREOF, Sprint and CLEC has caused this Amendment No. 1 to be executed by its duly authorized representatives.

“Sprint”

By: 
Name (typed): William E. Cheek
Title: President – Wholesale Markets
Date: 4/9/03

“CLEC”

By: 
Name: Waldemar F. Kissel
Title: President – Florida Multi-Media Services, Inc.
Date: 4/8/03