

040524-TP

ORIGINAL



Nancy Schnitzer
Docket Manager
Florida

Regulatory Affairs
Box 2214
Tallahassee, FL 32316
Mailstop FTLH00107
Voice 850 599 1276
Fax 850 878 0777

June 1, 2004

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
04 JUN -1 PM 4:39
COMMISSION
CLERK

Re: Approval of Amendment No. Three to Interconnection, Unbundling, Resale and Collocation Agreement between Sprint-Florida, Incorporated and Smart City Solutions, LLC

Dear Ms. Bayó:

Please find enclosed for approval and filing an original and two copies of the Amendment No. Three to the Interconnection, Unbundling, Resale and Collocation Agreement between Sprint-Florida, Incorporated and Smart City Solutions, LLC which was approved by the Commission in Docket No. 030053-TP on April 17, 2003.

If you have any questions on this matter, please contact me at 850-599-1276.

Sincerely,

Nancy Schnitzer

cc: Smart City Solutions, LLC
Lynn B. Hall
P. O. Box 22856
Lake Buena Vista, FL 32830

Enclosure

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
06241 JUN-1 3
FPSC-COMMISSION CLERK

AMENDMENT NO. 3
TO THE
INTERCONNECTION AND RESALE AGREEMENT
FOR THE STATE
OF
FLORIDA

Smart City Solutions, LLC
and
Sprint - Florida, Incorporated

This Amendment No. 3, effective May 19, 2004, is entered into by and between Smart City Solutions, LLC ("CLEC"), a Florida LLC, and Sprint - Florida, Incorporated ("Sprint"), a Florida corporation (collectively referred to herein as "the Parties").

1. BACKGROUND

- 1.1. CLEC and Sprint entered into an Interconnection and Resale Agreement ("Agreement") dated June 12, 2002. The Agreement consisted of an opt-in of Sprint's Interconnection and Resale Agreement with SBC Telecom, Inc., dated October 26, 2001.
- 1.2. CLEC and Sprint modified the Agreement via Amendment No. 1, effective December 19, 2002.
- 1.3. CLEC and Sprint modified the Agreement via Amendment No. 2, effective June 1, 2003.
- 1.4. CLEC and Sprint now agree to modify the Agreement as set forth in this Amendment No. 3.

In consideration of the promises and agreements contained in this Amendment No. 3, the parties agree as follows:

2. AMENDMENT


The Parties agree that Section 3 – TERM of the Agreement is hereby replaced in full by the following Section 3:

3. This Agreement shall have an End Date of October 11, 2004.


3. GENERAL

- 3.1. Other than as set forth above, the Agreement and previous amendments remain unchanged and in full force and effect. In the event of a conflict of terms, this Amendment No. 3 will control. Unless otherwise indicated, defined terms in this Amendment No. 3 have the same meaning as in the Agreement.
- 3.2. This Amendment No. 3, executed by authorized representatives of Sprint and CLEC, is made a part of and incorporates the terms and conditions of the Agreement.

“Sprint”

By: 
Name: William E. Cheek
Title: AVP – Strategic Sales & Account Management
Date: 5/26/04

“CLEC”

By: 
Name: Allen E. Sims
Title: Chief Operating Officer
Date: 5/20/04