



ORIGINAL

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March 6, 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

030233-TP

RECEIVED FPSO  
03 MAR -6 PM 4:45  
COMMISSION  
CLERK

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

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

Sincerely,

Susan S. Masterton

cc: Lynn B. Hall  
Smart City Solutions, LLC  
P.O. Box 22856  
Lake Buena Vista, FL 32830-2856

Enclosure

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

02284 MAR-6 03

FPSC-COMMISSION CLERK

**AMENDMENT NO. 1 TO THE  
INTERCONNECTION AND RESALE AGREEMENT**

This Amendment to the Interconnection and Resale Agreement is made this 19th day of December, 2002, 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").

**BACKGROUND**

WHEREAS, CLEC is certified as a competitive local exchange carrier in the state of Florida;

WHEREAS, CLEC and Sprint entered into the Agreement dated June 12, 2002 ("Agreement") which consisted of an opt-in of the SBC Telecom, Inc. Interconnection and Resale Agreement dated October 26, 2001 ("Adopted Agreement");

WHEREAS, CLEC and Sprint agree to modify the Agreement as set forth in this Amendment No. 1; and

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

**AMENDMENTS:**

The following shall replace or substitute for the corresponding section(s) in Part C – General Principles, of the Adopted Agreement. Except as modified herein, the Agreement shall, in all other respects, reflect the same terms and conditions as the Adopted Agreement.

- 4.1. The Parties agree to "Bill and Keep" for mutual reciprocal compensation for the termination of Local Traffic and Information Access 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 and Information Access Traffic which is subject to the Bill and Keep compensation mechanism. The Bill and Keep arrangement is subject to the following conditions:
  - 4.1.1. Bill and Keep is only applicable if terminating traffic between the parties is balanced within 10 percent
  - 4.1.2. Bill and Keep applies to traffic between a CLEC end office and a Sprint tandem and is limited to one DS3 trunk (one-way from CLEC to Sprint).
  - 4.1.3. 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

- 4.1.4. Either party can cancel the Bill and Keep compensation arrangement when traffic volumes require the installation of more than one DS3 trunk or when the usage is out of balance by more than 10% for more than 60 consecutive days. Formal notification of the cancellation must be provided in writing 90 days prior to the effective date.
- 4.1.5. 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 party 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.
- 4.1.6. 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.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 the year and day first written above.

SPRINT

By: 

Name: William E. Cheek

Title: President – Wholesale Markets

Date: 1/6/03

CLEC

By: 

Name: Allen E. Sims

Title: Chief Operating Officer

Date: 1/30/03