



ORIGINAL

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September 2, 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  
SEP -2 PM 3:36  
COMMISSION  
CLERK

030877-TP

Re: Approval of Amendment No. Two to Interconnection, Unbundling, Resale and Collocation Agreement between Sprint-Florida, Incorporated and SBC Telecom, Inc.

Dear Ms. Bayó:

Please find enclosed for approval and filing an original and two copies of the Amendment No. Two to the Interconnection, Unbundling, Resale and Collocation Agreement between Sprint-Florida, Incorporated and SBC Telecom, Inc. which was approved by the Commission in Docket No. 011375-TP.

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


Sincerely,

  
Nancy Schnitzer

cc: SBC Telecom, Inc.  
David Hammock, Executive Director  
Three Bell Plaza  
308 S. Akard, Room 1502  
Dallas, Texas 75202

Enclosure

RECEIVED & FILED

  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

08145 SEP-28

FPSC-COMMISSION CLERK

**AMENDMENT NO. 2 TO THE  
MASTER INTERCONNECTION AND RESALE AGREEMENT FOR THE  
STATE OF FLORIDA**

**Between:**

**SBC Telecom, Inc.  
And  
Sprint-Florida, Incorporated**

This Amendment to the Master Interconnection and Resale Agreement For the State of Florida, effective August 1st, 2003 ("Effective Date") is between Sprint-Florida, Incorporated ("Sprint") and SBC Telecom, Inc. ("CLEC"). Except as otherwise indicated, defined terms in this Amendment have the same meaning as in the Agreement.

**1. BACKGROUND**

- 1.1. CLEC and Sprint entered into the Agreement on October 12<sup>th</sup>, 2001.
- 1.2. CLEC and Sprint subsequently modified the Agreement via Amendment No. 1, effective June 1, 2003.
- 1.3. CLEC and Sprint now agree to modify the Agreement as set forth in this Amendment No. 2.

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

**2. AMENDMENT**

The Parties agree that Section 3.2. of PART B – GENERAL TERMS AND CONDITIONS of the Agreement is hereby replaced in full by the following Section 3.2.:

- 3.2. Except as provided herein, Sprint and SBCT agree to provide service to each other on the terms of this Agreement through October 11<sup>th</sup>, 2004 (the "End Date").

The parties further agree that Section 35.2 of PART B – GENERAL TERMS AND CONDITIONS of the Agreement is hereby replaced in full by the following Section 35.2.:

- 35.2. 252 (i) Obligations. Sprint shall make available to SBCT any Interconnection, Service or Network Element provided under an unexpired, currently effective agreement that is approved by the Commission pursuant to the Act to which Sprint is a party ("Other


Agreement”), upon the same rates, terms and conditions as those provided in the Other Agreement. Within thirty (30) days after Sprint's receipt of notice specifying such election, the Parties shall amend this Agreement to reflect such provision(s).

**3. GENERAL**

- 3.1. 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.
- 3.2. This Amendment No. 2, executed by authorized representatives of Sprint and CLEC, is made a part of and incorporates the terms and conditions of the Agreement.

**“Sprint”**

Sprint-Florida, Incorporated

By: 


Name (typed): William E. Cheek

Title: President - Wholesale Markets

Date: 2/18/03

**“CLEC”**

SBC Telecom, Inc.

By: 

Name (typed): David G. Hammock

Title: Executive Director

Date: 2-24-03