

# ORIGINAL

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COMMISSION CLERK

November 15, 2005

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

Re:

SGA \_\_\_

OTH \_\_\_\_

SEC

First Amendment to Wireless Interconnection and Reciprocal Compensation Agreement between Smart City Telecommunications LLC d/b/a Smart City Telecom and Sprint Spectrum, L.P.

Dear Mr. Bayo:

Enclosed for filing and approval by the Florida Public Service Commission are an original and two (2) copies of the above referenced First Amendment to Agreement dated November 14, 2005.

Sincerely,

Should you have any questions, please contact me at (407) 828-6730.

Lynn B. Hall
Director – Contracts and Tariffs

COM ——ec: Ellen Fuller, Sprint Spectrum

CTR —— Bill Huttenhower

ECR ——

GCL ——

OPC ——

SCR ——

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#### FIRST AMENDMENT TO INTERCONNECTION AGREEMENT

Pursuant to this First Amendment made and entered into by and between Smart City Telecommunications LLC d/b/a Smart City Telecom, a Delaware limited liability company ("Smart City") with offices at 3100 Bonnet Creek Road, Lake Buena, Florida and Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership and as agent for SprintCom, Inc., a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS with offices at 6200 Sprint Parkway, Building 6, Overland Park, Kansas 66251 ("Sprint Spectrum"), hereinafter collectively referred to as "the Parties", hereby agree to amend that certain Wireless Interconnection and Reciprocal Compensation Agreement between the Parties dated May 1, 2005 ("the Interconnection Agreement").

### **RECITALS**

Whereas, on May 1, 2005 the Parties entered into the Interconnection Agreement regarding interconnection of their respective networks;

Whereas, the Parties wish to amend the Interconnection Agreement;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

#### **TERMS**

## The Parties agree:

- 1. To replace Section 16.1.3., <u>Default Routing</u>, with the following: The Parties shall provide LNP query, routing, and transport services in accordance with rules and regulations as prescribed by the FCC and guidelines set forth by the North American Number Council ("NANC").
- 2. To replace Section 16.1.4., <u>Default Routing</u>, with the following: For purposes of this Agreement, the Parties agree to fulfill their N-1 carrier responsibilities and perform queries on calls to telephone numbers with portable NXXs.
- 3. The effective date of this First Amendment shall be the same effective date as the Interconnection Agreement.
- 4. The Interconnection Agreement and its Addendums are deemed amended to the extent necessary to reflect the changes set forth in paragraphs 1 through 3 above. No other amendments are made to the Interconnection Agreement.

IN WITNESS WHEREOF, the Parties hereto have each caused their respective duly authorized representatives to execute this Amendment on the day and year set forth opposite their signatures below.

SMART CITY TELECOMMUNICATIONS LLC.	SPRINT SPECTRUM L.P.
D/B/A SMART CITY TELECOM  (Signature)	W. R. Wand Mori
James T. Schumacher (Name Typed)	W. Richard Morris (Name Typed)
Vice President - Finance (Title)	Vice President, External Affairs (Title)
11/14/05 (Date)	11/7/65