

Eric Fryson

120298-TP

From: Mark Ozanick [maozanick@jsitel.com]
Sent: Wednesday, November 28, 2012 2:31 PM
To: Filings@psc.state.fl.us
Subject: ICA amendment filings
Attachments: Smart City (FL) - Sprint - Amend2 - final-sp.pdf; Smart City (FL) - Nextel - Amend1 - final-sp.pdf

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11/28/2012

DOCUMENT NUMBER DATE

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November 28, 2012

Ms. Ann Cole, Director
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Re: Approval of the Amendment to the Wireless Interconnection and Reciprocal Compensation Agreement Negotiated by and between Smart City Telecommunications LLC d/b/a Smart City Telecom and Nextel South Corporation Pursuant to Sections 251(a) and 251(b)(5) of the Telecommunications Act of 1996

Dear Ms. Cole:

Attached for filing is an Amendment to the Wireless Interconnection and Reciprocal Compensation Agreement negotiated by and between Smart City Telecommunications LLC d/b/a Smart City Telecom ("Smart City") and Nextel South Corporation ("Sprint"). Both Parties respectfully request that the Amendment be reviewed and considered for approval at the Commission's earliest convenience.

John Staurulakis, Inc. is filing the attached Amendment on behalf of Smart City and would appreciate that you file the same.

Thank you for your assistance in this matter.

Sincerely,

s/ Mark A. Ozanick

Mark A. Ozanick, Staff Consultant
John Staurulakis, Inc.

cc: Lynn B. Hall, Smart City Telecom
Ellen Fuller, Sprint

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9430 Research Blvd., Austin, TX 78759
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547 South Oakview Lane
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**AMENDMENT NO. 1
TO THE WIRELESS INTERCONNECTION
AND RECIPROCAL COMPENSATION AGREEMENT
BY AND BETWEEN
SMART CITY TELECOMMUNICATIONS LLC D/B/A SMART CITY TELECOM AND
NEXTEL SOUTH CORPORATION**

This is an Amendment (“Amendment”) to the Wireless Interconnection and Reciprocal Compensation Agreement by and between Smart City Telecommunications LLC d/b/a Smart City Telecom (“Smart City”) and Nextel South Corporation (“Sprint”), jointly the “Parties.”

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into a Wireless Interconnection and Reciprocal Compensation Agreement (“Original Agreement”), pursuant to 47 U.S.C. §§ 251 and 252, effective August 15, 2003; and

WHEREAS, On November 18, 2011, the Federal Communications Commission (“FCC”) issued a Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208 as amended (the “USF/ICC Transformation Order”); and

WHEREAS, the Original Agreement contains a “change in law” provision that authorizes the Parties to amend the Agreement to comport with a change in law.

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 agree as follows:

AGREEMENT

A. Definitions

1. “Bill-and-Keep” arrangements are those in which carriers exchanging telecommunications traffic do not charge each other for specific transport and/or termination functions or services as defined in 47 C.F.R. § 51.713.
2. “InterMTA Traffic” means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area (“MTA”), as defined in 47 C.F.R. § 24.202(a), and terminates in another MTA.
3. “Non-Access Telecommunications Traffic” (IntraMTA Traffic) means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same MTA.

B. Amendment Terms

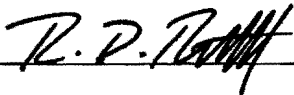
1. Pursuant to the FCC's USF/ICC Transformation Order, effective for traffic exchanged on and after July 1, 2012, Bill-and-Keep shall be the compensation methodology for Non-Access Telecommunications Traffic exchanged between Smart City and Sprint.
2. This Amendment shall remain effective as long as the Original Agreement remains effective between the Parties. Notwithstanding the foregoing, if by any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, any portion of the USF/ICC Transformation Order is reversed or remanded, then the Parties agree to comply with all requirements of the applicable decision, order or determination. The Parties acknowledge that such an order might vacate the USF/ICC Transformation Order or render it void *ab initio*, and might provide that change in law amendments (like this Amendment) are void. In the event of such an order, the Original Agreement and per-minute of use rate contained therein shall be applied in lieu of bill-and keep. If the Parties have already moved to bill-and-keep, and the order provides for the reinstatement retroactively, then the Parties will apply such rate(s) retroactively back to the effective date of this amendment or the date of the court ordered stay, vacatur or other modification or clarification, as required by said order.
3. InterMTA Traffic – The Parties agree that traffic that is directly or indirectly delivered, may be rated and recorded as IntraMTA Traffic, but may have originated and terminated in different MTAs and therefore, is InterMTA Traffic subject to the terms of the Original Agreement.
 - 3.1 Recognizing that Smart City does not have a way of accurately measuring this InterMTA Traffic, the Parties agree, for the purposes of this Amendment, to maintain the existing InterMTA Factor of the Original Agreement at this time.
 - 3.2 Further, the Parties agree that the Original Agreement and this Amendment are intended primarily for the exchange of IntraMTA Traffic. Because of the mobile nature of Sprint's customers, the Parties acknowledge that a *de minimus* amount of InterMTA Traffic can be delivered directly over the interconnection trunks or indirectly *via* the third party tandem; however, excessive or unreasonable amounts of other identifiable InterMTA Traffic shall not be delivered in this manner and shall not be common practice.
4. In accordance with FCC Rule 47 C.F.R. §51.709(c), for Non-Access Telecommunications Traffic exchanged between Smart City and Sprint, Smart City will be responsible for "Transport" (as defined in 47 C.F.R. §51.701(c)) to Sprint's interconnection point when it is located within Smart City's service area. When Sprint's interconnection point is located outside Smart City's service area, Smart City's Transport and provisioning obligation stops at its meet point and Sprint is responsible for the remaining Transport to its interconnection point.
5. Call Signaling. Sprint and Smart City shall comply with all FCC rules regarding call signaling, including those set forth in the USF/ICC Transformation Order.

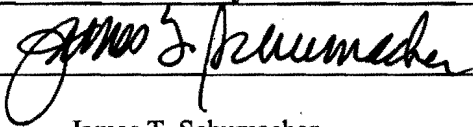
6. Updated Contacts:

<p>Smart City Telecommunications LLC d/b/a Smart City Telecom</p> <p><u>For Official Notices:</u></p> <p>Lynn B. Hall Director - Contracts Smart City Telecom P.O. Box 22555 3100 Bonnet Creek Rd. (Overnight only) Lake Buena Vista, FL 32830-2555 Office: (407) 828-6730 Facsimile: (407) 828-6650 Email: lbhall@smartcity.com</p> <p><u>For Billing:</u></p> <p>Thomas Thum Carrier Analyst Smart City Telecom P.O. Box 22555 3100 Bonnet Creek Rd. (Overnight only) Lake Buena Vista, FL 32830-2555 Office: (407) 828-6698 Facsimile: (407) 828-6871 Email: tthum@smartcity.com</p>	<p>Nextel South Corporation</p> <p><u>For Official Notices:</u></p> <p>Sprint Manager, Carrier Interconnection KSOPHE0102-1D218 6360 Sprint Parkway Overland Park, KS 66251</p> <p>KSOPHA0310-3B268 (overnight delivery) 6330 Sprint Parkway Overland Park, KS 66251 Phone: 913-762-4847</p> <p>With a copy to:</p> <p>Sprint Legal/Telecom Management Group KSOPHE0312-3A318 6360 Sprint Parkway Overland Park, KS 66251</p> <p><u>For Billing:</u></p> <p>Sprint Nextel Access Verification KSOPHL0412-4A309 P.O. Box 7942 Overland Park, KS 66207-0942</p>
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7. This Amendment shall be effective July 1, 2012.
8. This Amendment shall remain effective as long as the Original Agreement remains effective between the Parties, subject to future changes in law.
9. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.
10. Except as expressly set forth herein, the terms and conditions of the Original Agreement shall remain in full force and effect without change.

IN WITNESS THEREOF, The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Nextel South Corporation	
By:	
Name:	Rick D. Ratliff
Title:	Director, Switched Access Planning
Date:	11/13/12

Smart City Telecommunications LLC d/b/a Smart City Telecom	
By:	
Name:	James T. Schumacher
Title:	Vice President - Finance
Date:	11/21/12