

ORIGINAL



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September 30, 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

030955-TP

COMMISSION
CLERK

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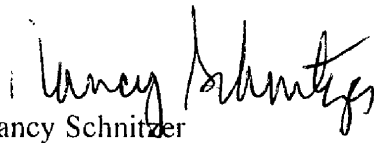
Re: Approval of Original Amendment No. 1 to the Interconnection, Unbundling, and Resale Agreement between Sprint-Florida, Incorporated and NewSouth Communications Corporation.


Dear Ms. Bayó:

Please find enclosed for approval and filing an original and two copies of the original Amendment No. 1 to the Interconnection, Unbundling, and Resale Agreement between Sprint-Florida, Incorporated and NewSouth Communications Corporation which was approved in Docket # 991488-TL on January 7, 2000.

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

Sincerely,


Nancy Schnitzer

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

cc: Ms. Keiki Hendrix
NewSouth Communications Corporation
Two North Main St
Greenville, SC 29601-2719

Enclosure

DOCUMENT NUMBER-DATE

09384 SEP 30 8

FPSC-COMMISSION CLERK

AMENDMENT NO. ONE TO
INTERCONNECTION AND RESALE AGREEMENT
BETWEEN
NEWSOUTH COMMUNICATIONS CORPORATION
AND
SPRINT – FLORIDA, INCORPORATED

This Amendment dated September 25, 2003 and effective July 1, 2003, by and between Sprint – Florida, Incorporated (“Sprint”) and NewSouth Communications Corporation (“CLEC” or “NewSouth”). (Sprint and CLEC may be referred to individually as a “Party” and collectively as the “Parties”).

BACKGROUND

Sprint entered into an Interconnection and Resale Agreement with NewSouth September 1, 1999 (the “NewSouth Agreement”).

On February 1, 2002, Sprint, elected to offer the interim compensation rates established by the Federal Communications Commission (“FCC”) in its *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the “ISP Remand Order”). Sprint notified NewSouth of its election in a letter dated January 24, 2002.

On February 8, 2002, Sprint received official notice under the NewSouth Agreement that NewSouth rejects Sprint’s offer under the NewSouth Agreement.

The Parties wish to amend the NewSouth Agreement to document the application of the interim compensation regime and the rates contained in the ISP Remand Order.

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

DEFINITIONS

1. Except as otherwise indicated defined terms in this Amendment have the same meaning as in the Agreement. The following definitions are added or substituted to the Agreement:

1.1 “ISP-Bound Traffic,” for the purposes of this Agreement, is traffic that is delivered to an Internet service provider, as defined by the FCC in ISP Remand Order. Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is presumed to be ISP-Bound Traffic. Neither Party waives its rights to participate and fully present its respective positions in any proceeding dealing with the compensation for ISP-Bound Traffic.

1.2 “Local Traffic,” for the purposes of this Agreement, is traffic (excluding CMRS traffic) that is originated and terminated within Sprint’s local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commissions, then as defined in existing Sprint tariffs. For this purpose, Local Traffic does not include any ISP-Bound Traffic.

RECIPROCAL COMPENSATION

1. The reciprocal compensation arrangement in the NewSouth Agreement is hereby amended effective July 1, 2003 ("Effective Date") so that Local Traffic and ISP-Bound Traffic are exchanged in accordance with the interim compensation regime contained in the ISP Remand Order.
2. The rates for Local Traffic shall be as set forth in the NewSouth Agreement.
3. Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is presumed to be ISP-Bound Traffic. Beginning with the Effective Date, all traffic originated by NewSouth and terminated by Sprint in Florida, and all traffic originated by Sprint and terminated by NewSouth in Florida, including in either case traffic previously subject to the Interconnection and Resale Agreement for the State of Florida between Sprint and Universal Com, Incorporated, dated January 27, 1998, shall be included in determining the ratio of terminating to originating traffic. This presumption may be rebutted by either Party with the Commission consistent with the provisions of the ISP Remand Order.
4. Effective July 1, 2003, , the rates to be charged for the exchange of ISP-Bound Traffic are the rates established by the FCC as set forth below and shall be applied consistent with the provisions of Attachment IV of the NewSouth Agreement:
 - 4.1 \$0.001 per minute of use from December 15, 2001 to June 14, 2003; and
 - 4.2 to the extent the Parties continue to operate under the terms and conditions of the NewSouth Agreement, \$0.0007 per minute of use after June 14, 2003 until December 14, 2005, or until further FCC action whichever is later.
5. Compensation for ISP-Bound Traffic will be capped pursuant to paragraph 78 of the ISP Remand Order. The growth cap will be applied as follows:
 - 5.1 To determine the base-line for compensation purposes calculate the number of ISP-bound minutes for which NewSouth was entitled to compensation under the NewSouth Agreement during the first quarter of 2001, multiply times four and multiply that number by 1.10.
 - 5.2 In 2002, Sprint will compensate NewSouth for ISP-Bound Traffic up to a ceiling of the number of ISP-bound minutes calculated in the preceding section, plus an additional ten percent growth factor.
 - 5.3 In 2003, and for each successive year to the extent the Parties continue to operate under this Agreement or until the FCC issues an order modifying the interim compensation regime, Sprint will compensate CLEC for ISP-Bound Traffic up to the number of ISP-bound minutes for which NewSouth was compensated during 2002.
 - 5.4 As of the Effective Date, Sprint will compensate NewSouth for ISP-Bound traffic up to a cap of 35.5 million minutes until the FCC issues an order modifying the

interim compensation regime (*i.e.*, Sprint will compensate NewSouth at the rate of \$0.0007 per minute for each minute in excess of the 3:1 ratio of terminating to originating traffic until such minutes exceed 35.5 million for the calendar year). For calendar year 2003, ISP-Bound minutes of use for the period January 1, 2003 through June 30, 2003 terminated by NewSouth and UCI and previously paid for by Sprint-Florida under both the NewSouth and UCI agreements up to the 35.5 million MOU cap will apply as ISP-Bound traffic against the 35.5 million MOU cap for 2003

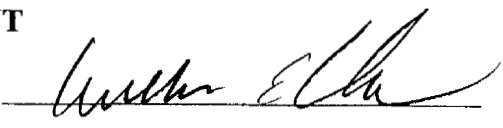
- 5.5 Charges billed to Sprint by CLEC for the transport and termination of Local Telecommunications Traffic will be equal to those that Sprint assesses the CLEC for the same services. Where CLEC switch serves a geographical area comparable to the area served by the Sprint tandem, Sprint shall pay CLEC for Tandem Switching, common transport, and end-office termination. If the CLEC switch serves a geographical area that is not comparable to the area served by the Sprint tandem, Sprint shall pay CLEC end-office termination. To validate the geographic area CLEC must provide documentation supporting the following:
- 5.5.1 that CLEC's switch serves a geographic area that is roughly the same size as the area served by the Sprint tandem switch;
 - 5.5.2 that CLEC has obtained NPA/NXX codes to serve the exchanges within the geographic area; and,
 - 5.5.3 that CLEC is serving the area using its own switch with its own facilities or a combination of its own facilities and leased facilities connected to its collocation arrangements.

GENERAL

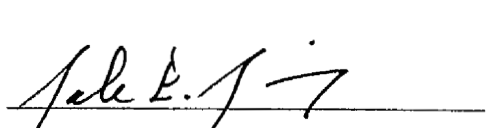
1. Other than as set forth above, the NewSouth Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment will control.
2. This Amendment No. One executed by authorized representatives of Sprint and CLEC is made a part of and incorporates the terms and conditions of the Agreement.
3. This Amendment No. One may be signed in counterparts and is effective as of July 1, 2003.

IN WITNESS WHEREOF, Sprint and CLEC has caused this Amendment No. One to be executed by its duly authorized representatives.

SPRINT

By: 
Name: William E. Cheek
Title: President - Wholesale Markets
Date: 9/26/03

CLEC

By: 
Name: Jake E. Jenkins
Title: Senior Vice President - Regulatory Affairs
& Carrier Relations
Date: 7/25/03