



Susan S. Masterton  
Attorney

**Law/External Affairs**  
FTLH00103  
1313 Blair Stone Rd.  
Tallahassee, FL 32301  
Voice 850 599 1560  
Fax 850 878 0777  
susan.masterton@mail.sprint.com

July 16, 2004

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

Re: Notice of Adoption of ACN Communications Services, Inc. and Sprint-Florida, Incorporated Interconnection, Unbundling, Collocation, and Resale Agreement with modifications by NewSouth Communications Corp.

Dear Ms. Bayó:

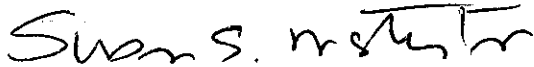
Enclosed is the original signed agreement between Sprint-Florida, Incorporated and NewSouth Communications Corp. for your records.

Sprint-Florida, Incorporated hereby provides notice to the Florida Public Service Commission of the Adoption by NewSouth Communications Corp. of the Interconnection, Unbundling, Collocation, and Resale Agreement for the State of Florida with modifications entered into by ACN Communications Services, Inc. and Sprint-Florida, Incorporated which was filed with the Commission on November 20, 2003 in Docket No. 031067-TP.

NewSouth Communications Corp. is adopting the agreement as provided by Section 252(i) of the Telecom Act of 1996.

Please acknowledge receipt of this filing by stamping and initialing a copy of this letter and returning same to my assistant. If you have any questions, please do not hesitate to call me at 850/599-1560.

Sincerely,

A handwritten signature in cursive script that reads "Susan S. Masterton".

Susan S. Masterton

cc: Catherine Carroll  
Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo PC  
701 Pennsylvania Ave., N.W.  
Washington, D.C. 20004

Enclosure

## **INTERIM INTERCONNECTION AND RESALE AGREEMENT**

This Interim Interconnection and Resale Agreement ("Agreement"), dated June 15, 2004, is entered into by between NewSouth Communications Corp., ("CLEC"), and Sprint – Florida, Incorporated ("Sprint"). Sprint and CLEC are collectively referred to herein as "the Parties.

**NOW THEREFORE**, the Parties agree as follows:

### **1. INTERCONNECTION AGREEMENT**

The Parties agree that the Agreement between the Parties shall consist of the Interconnection and Resale Agreement for the State of Florida entered into by and between Sprint and ACN Communications Services, Inc., dated November 1, 2003 (the "Adopted Agreement").

### **2. PARTIES:**

CLEC is hereby substituted in the Adopted Agreement for ACN Communications Services, Inc., and Sprint shall remain as the other Party to the Adopted Agreement. Except as modified herein, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

### **3. TERM:**

This Adopted Agreement will be effective on the date executed by both Parties and will continue in full force and effect until the earlier of: (1) a voluntary agreement has been negotiated, executed and approved by a state commission; (2) an agreement has been arbitrated, executed and approved by a state commission; or (3) the period for requesting arbitration has passed with no such request; or (4) 10/31/05, which corresponds with the expiration date of the Adopted Agreement.

### **4. NOTICES:**

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

To CLEC :                    Amy Gardner  
                                    Vice President, Revenue and Cost Optimization  
                                    Two North Main Street  
                                    Greenville, SC 29601

Copy to:                    Riley Murphy  
                                    General Counsel  
                                    Two North Main Street  
                                    Greenville, SC 29601

To Sprint: Director – Local Carrier Markets  
Sprint  
6480 Sprint Parkway  
Mailstop: KSOPHM0310-3A453  
Overland Park, KS 66251

Copy to: Field Service Manager  
NCTRB0404-4054  
122 E. St. James Street  
Tarboro, NC 27886-5016

## **5. MODIFICATIONS:**

**5.1** The following subsections will be added to section 4.2 of the Adopted Agreement:

4.2.1 CLEC agrees that it will not order unbundled switching or dedicated transport or combinations that include unbundled switching or dedicated transport until or unless a relevant state commission or the FCC determines those elements are available as UNEs. Upon the effective date of any order making such determination, Sprint immediately will begin providing such elements and/or combinations as UNEs without resort to the change of law process. The effective date of any such order shall also be the date upon which CLEC is entitled to UNE rates for any service that CLEC converts from Sprint services to UNEs as a result of UNEs becoming available per this section 4.2.1.

4.2.2 Sprint agrees to continue to provide high capacity (DS1/DS3) loops based on the premise that the decision of the Federal Courts of Appeals for the District of Columbia in the United States Telecom Association v. FCC, 359 F.2d 544 (DC Cir. 2004 (USTA II)) did not vacate or modify the rules relating to high capacity (DS1/DS3) loops established in the Triennial Review Order. However, if the FCC, a relevant state commission, or Court makes a determination or clarifies that existing law does not require the provision of high capacity loops as UNEs, either party may invoke the change in law provisions under the Adopted Agreement.

**5.2** 60.1 of the Adopted Agreement shall be deleted and replaced by the following section 60.1.

60.1 Local Traffic will be compensated at the contract rate set forth in Table One. ISP-Bound Traffic will be compensated at the rates established by the FCC as set forth in Table One. The rates shall

be applied consistent with the provisions of Part F of this Agreement.

60.1.1 Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is presumed to be ISP-Bound Traffic. This presumption may be rebutted by either Party consistent with the provisions of the FCC's *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order").

60.1.1.1 Compensation for ISP-Bound Traffic is subject to the growth cap. The growth cap will be applied as follows.

60.1.1.1.1 For the purposes of establishing a baseline for compensation for ISP-bound Traffic, the Parties shall use the number of ISP-bound minutes for which CLEC was compensated during the first quarter of 2001, annualized, plus an additional ten percent growth factor, plus an additional ten percent growth factor for 2002.

60.1.1.1.2 In 2003 and each additional year during the term of this agreement, Sprint will compensate CLEC for ISP-Bound Traffic up to the base-line number of ISP-bound minutes as calculated above.

60.1.1.1.3 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.

5.2 The reciprocal compensation section of Table One shall be deleted and replaced by the following to be effective 90 days after execution.

		RECIPROCAL COMPENSATION	MRC	NRC
RC001		End Office per MOU	\$0.001408	N/A
RC002		Tandem Switching per MOU	\$0.001231	N/A
RC003		Shared Transport per MOU	\$0.000814	N/A
RC004		ISP-Bound Traffic FCC Ordered Termination Rates (per MOU)	\$0.0007	N/A

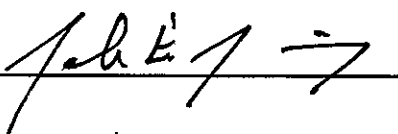
5.3 Section 60.2 of the Adopted Agreement is hereby deleted.


5.4 All existing network arrangements between the two parties shall be grandfathered and Sprint shall not require CLEC to implement, modify or change in any way CLEC's network architecture, points of interconnection (for purposes of either physical interconnection or the point where economic responsibility changes) or trunking arrangements.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

CLEC

Sprint

By: 

By: 

Name: Jake E. Jennings

Name: William E. Cheek

Title: Vice President - Regulatory Affairs

Title: AVP- Strategic Sales & Acct. Mgmt.

Date: June 15, 2004

Date: June 15, 2004