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December 13, 2002

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

021243-TP

RE: Notice of Adoption of Sprint Communications Company LP and Sprint-Florida, Incorporated  
Interconnection, Unbundling and Resale Agreement by Z-Tel Communications, Inc.

Dear Ms. Bayó:

Sprint-Florida, Incorporated hereby provides notice to the Florida Public Service Commission of the adoption by Z-Tel Communications, Inc. of the Interconnection, Unbundling and Resale Agreement for the State of Florida entered into by Sprint Communications Company LP and Sprint-Florida, Incorporated which was filed with the Commission on July 9, 2002 in Docket No. 020669-TP.

Z-Tel Communications, Inc. is adopting the agreement as provided by Section 252(i) of the Telecom Act of 1996.

Enclosed is the original signed and two (2) copies of the agreement between Sprint-Florida, Incorporated and Z-Tel Communications, Inc. for your records.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact my assistant Teresa Harless at (850) 599-1563.

Sincerely,

Susan S. Masterton

cc: Z-Tel Communications, Inc.  
Mike Reith, Director-Industry Policy  
601 South Harbour Island Boulevard  
Suite 220  
Tampa, Florida 33602

Phone: 813/233-4531

Enclosure

DOCUMENT NUMBER-DATE

13639 DEC 13 2002

FPSC-COMMISSION CLERK

## **INTERCONNECTION AND RESALE AGREEMENT**

This Interconnection and Resale Agreement ("Agreement"), dated October, 22 2002, is entered into by between Z-Tel Communications, Inc. a Delaware corporation ("CLEC"), Sprint – Florida, Incorporated, a Florida corporation d/b/a Sprint ("Sprint") (Sprint and CLEC are collectively referred to herein as "the Parties"), to establish the rates, terms and conditions for local interconnection, local resale and the purchase of unbundled network elements for the state of Florida.

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

### **1. INTERCONNECTION AND RESALE AGREEMENT**

The Parties agree that the Agreement between the Parties shall consist of the Sprint Communications Company LP Interconnection and Resale Agreement dated July 3, 2002 (the "Adopted Agreement").

All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

### **2. PARTIES:**

CLEC is hereby substituted in the Adopted Agreement for Sprint Communications Company LP 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 Agreement shall have a termination date of July 2, 2004, which corresponds with the termination 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 : | Michael Reith<br>Director – Industry Policy<br>Z-Tel Communications, Inc.<br>601 S. Harbour Island Boulevard<br>Suite 220<br>Tampa, FL 33602 |
|-----------|--|

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

Copy to: Field Service Manager  
FLAPKA0202  
555 Lake Border Drive  
Apopka, FL 32703-5815

**6. AMENDMENTS:**

The following subsection will be added to Section 3:

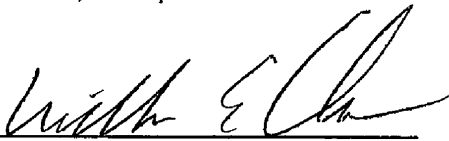
- 3.4 On May 24, 2002, the D.C. Circuit Court of Appeals issued its opinion in U. S. Telecom Assn. V. FCC, No. 00-1012, vacating the FCC's order In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability and *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98, 14 FCC Rcd 20912 (1999). Notwithstanding any other provisions in this Agreement, Sprint reserves its right to request renegotiation of any provisions of this Agreement affected by the D.C. Circuit Court decision after the effective date of this decision.

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

Z-Tel Communications, Inc.

Sprint – Florida, Incorporated

By: 

By: 

Name: Robert Curtis

Name: William E. Cheek

Title: Senior V.P. – Strategic Planning

Title: President - Sales & Acct. Mgmt.

Date: 10/16/02

Date: 10/22/02