

ORIGINAL

BELLSOUTH

BellSouth Telecommunications, Inc.  
Regulatory & External Affairs  
150 South Monroe Street  
Suite 400  
Tallahassee, FL 32301-1556

marshall.criser@bellsouth.com

Marshall M. Criser III  
Vice President  
Regulatory & External Affairs

840 224 7798  
Fax 850 224 5073

July 2, 2004

Mrs. Blanca S. Bayo  
Director, Division of The Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

040698-TP

COMMISSION  
CLERK

CI, JUL -2 PM 1:25

RECEIVED FPSC

Re: Notice of the Adoption of existing interconnection, unbundling, resale and collocation agreement with modifications between BellSouth Telecommunications, Inc. ("BellSouth") and Bullseye Telecom, Inc by Utilities Commission, New Smyrna Beach.

Dear Mrs. Bayo:

BellSouth Telecommunications, Inc. hereby provides notice to the Florida Public Service Commission of the adoption by Utilities Commission, New Smyrna Beach of the Interconnection, Unbundling, Resale, and Collocation Agreement with modifications for the State of Florida entered into between BellSouth Telecommunications Inc. and Bullseye Telecom, Inc, which was filed with this Commission on 6/30/04 in Docket No. 040673-TP.

Utilities Commission, New Smyrna Beach is adopting the agreement and all amendments (if applicable), with modifications as provided by Section 252(i) of the Telecommunications Act of 1996.

Enclosed are the original and two (2) copies of the contract between BellSouth Telecommunications, Inc. and Utilities Commission, New Smyrna Beach, for your records.

If you have any questions please do not hesitate to contact Robyn Holland at (850) 222-9380.

Very truly yours,

RECEIVED & FILED

*Blockard*  
FPSC-BUREAU OF RECORDS

*Marshall M. Criser III/RC*  
Regulatory Vice President

DOCUMENT NUMBER-DATE

07306 JUL -2 03

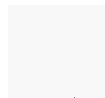
FPSC-COMMISSION CLERK

# **BELLSOUTH® / CLEC Agreement**

***Customer Name: Utilities Commission, New Smyrna Beach***

New Smyrna Beach (2004)	2
Adoption Papers	3
Signature Page	7

4



**By and Between**

**BellSouth Telecommunications, Inc.**

**And**

**Utilities Commission, New Smyrna Beach**

## AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Utilities Commission, New Smyrna Beach d/b/a Sparks Communications ("New Smyrna Beach") a unit local government chartered by the state of Florida on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, BellSouth and New Smyrna Beach are modifying the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No. 95-116, released April 13, 2004;

WHEREAS, New Smyrna Beach has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and Bullseye Telecom, Inc ("Bullseye") dated 3/26/2004 for the state of Florida, Georgia, North Carolina, Mississippi and Tennessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, New Smyrna Beach and BellSouth hereby agree as follows:

1. New Smyrna Beach and BellSouth shall adopt in its entirety, except for those items identified in Paragraphs 2 – 4 following, the Bullseye Interconnection Agreement dated 3/26/2004 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The Bullseye Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Title Page	2
Adoption Papers	5
Title Page Bullseye	4
General Terms and Conditions	19
Attachment 1	27
Attachment 2	412
Attachment 3	42
Attachment 4	127
Attachment 5	5
Attachment 6	8
Attachment 7	27
Attachment 8	3
Attachment 9	15
Attachment 10	10
Attachment 11	5
TOTAL	710

2. The Parties agree to delete in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Exhibit A of Attachment 2, as specified by the following USOCs: LNPCX, LNPCP, LNPCN, and LNPCC.
  
3. The Parties agree to add the following language to Section 4.2.10 of Attachment 2 and Section 5.3.6 of Attachment 2:
  - In addition to other charges specified in this Agreement for Local Number Portability New Smyrna Beach shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No. 1 Tariff;
  
4. In the event that New Smyrna Beach consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of New Smyrna Beach under this Agreement.
  
5. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 2 of the Bullseye Interconnection Agreement for Florida, Georgia, North Carolina, Mississippi, and Tennessee. For the purposes of determining the expiration date of this Agreement pursuant to the Section 2 of the General Terms and Conditions of the Bullseye Interconnection Agreement for Florida, Georgia, North Carolina, Mississippi and Tennessee the effective date shall be 3/26/2004.

6. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.  
BellSouth Local Contract Manager  
8th Floor  
600 North 19th Street  
Birmingham, AL 35203

and

ICS Attorney  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

Utilities Commission, New Smyrna Beach

Genevieve Turano  
Director of Administrative Services  
Post Office Box 100  
New Smyrna Beach, FL 32170  
(386) 427-1361  
[gturano@ucnsb.net](mailto:gturano@ucnsb.net)

with a copy to:

Jim Smith  
Julie Corsig  
Davis Wright Tremaine LLP  
1500 K Street, N.W.  
Washington, D.C. 20005  
(202) 508-6699  
[jamesmsmith@dwt.com](mailto:jamesmsmith@dwt.com); [juliecorsig@dwt.com](mailto:juliecorsig@dwt.com)

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.



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**IN WITNESS WHEREOF**, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

By: 

Name: Kristen E. Rowe

Title: Director

Date: 6/11/2004

Utilities Commission, New Smyrna  
Beach d/b/a Sparks Communications

By: 

Name: Genevieve Turano

Title: Vice President Of Communications

Date: June 8, 2004