

ORIGINAL

Timolyn Henry

050599-TP

From: Whitt, Chrystal [REG] [Chrystal.Whitt@sprint.com]
Sent: Friday, September 09, 2005 2:34 PM
To: Filings@psc.state.fl.us
Cc: Schnitzer, Nancy R [REG]
Subject: Sprint-Florida, Inc.-- Adoption of Granite and Sprint by US LEC
Attachments: Notice of Adoption of Granite and Sprint by US LEC.pdf

Filed on behalf of:

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Docket No.

Title of filing: Adoption of Granite and Sprint by US LEC

Filed on behalf of: Sprint

No. of pages: 5

Description: Sprint-Florida, Inc.-- Adoption of Granite and Sprint by US LEC

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08567 SEP-9 03

REG. COMMISSION CLERK

ORIGINAL



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September 9, 2005

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

RE: Notice of Adoption of Granite Telecommunications, LLC and Sprint-Florida, Incorporated
Interconnection, Unbundling, Collocation and Resale Agreement with modifications by US
LEC of Florida Inc.

Dear Ms. Bayó:

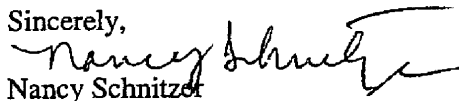
Sprint-Florida, Incorporated hereby provides notice to the Florida Public Service Commission of the adoption by U S LEC of Florida Inc. of the Interconnection, Unbundling, Collocation and Resale Agreement with modifications for the State of Florida entered into by Granite Telecommunications, LLC and Sprint-Florida, Incorporated which was filed with the Commission on May 3, 2005 in Docket No. 050301-TP.

Enclosed is the original signed agreement for your records.

U S LEC of Florida Inc. is adopting the agreement as provided by Section 252(i) of the Telecom Act of 1996.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact me at 850-599-1276.

Sincerely,


Nancy Schnitzer

cc: Vice President – Regulatory and Industry Affairs
US LEC of Florida Inc.
Morrocroft III
6801 Morrison Boulevard
Charlotte, NC 28211

Deputy General Counsel – Regulatory
US LEC of Florida Inc.
Morrocroft III
6801 Morrison Boulevard
Charlotte, NC 28211

Enclosure

DOCUMENT NUMBER-DATE

08567 SEP-9 05

FDCS-COMMISSION CLERK

INTERIM INTERCONNECTION AND RESALE AGREEMENT

This Interim Interconnection and Resale Agreement ("Agreement"), dated August 25, 2005, is entered into by between US LEC of Florida Inc. ("CLEC"), and Sprint – Florida, Incorporated, a Florida corporation (collectively "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 Granite Telecommunications, LLC, dated April 25, 2005 (the "Adopted Agreement").

2. PARTIES:

CLEC is hereby substituted in the Adopted Agreement for Granite Telecommunications, LLC 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) April 24, 2007, which corresponds with the expiration date of the Adopted Agreement.

4. RESERVATIONS:

The Parties agree that nothing in this Agreement shall constitute a precedent in any other proceeding and further neither Party will assert, disclose or reference in any other any proceeding that any terms, conditions or rates contained in this Agreement should be considered as precedent. Notwithstanding neither Party waives its rights to participate and fully present its respective positions in any proceeding dealing with the any issue or position addressed in this Agreement or the Adopted Agreement.

5. EXISTING NETWORK ARRANGEMENTS

All existing network arrangements between 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, including the existing compensation for shared interconnection facilities.

6. EXISTING INTERCARRIER COMPENSATION ARRANGEMENTS

The Parties agree to abide by the current intercarrier compensation arrangements, which include payment of ISP-bound Traffic at the rate set forth in the ISP Compensation Order (as

defined in Section 55.2.1 of the Adopted Agreement). Further, the Parties agree in clarification of Section 55.1.1.4 of the Adopted Agreement, that US LEC is entitled to bill Sprint for 50% of local traffic at the tandem switching rate, and in addition to this rate shall also bill Sprint at the end office switching rate for 100% of local traffic, as "local traffic" is defined in the Adopted Agreement, at the rate contained therein.

7. INTERCONNECTION FACILITIES

7.1 The monthly recurring rates for the following DS1 interconnection facilities will be:

<u>Two Six Code</u>	<u>Sprint Office</u>	<u>LATA</u>	<u>US LEC POI</u>	<u>US LEC Switch CLLI</u>	<u>Monthly Recurring Rate</u>
Florida					
EF003481	WNPFLXE03T	45808	WNPFLXE03T	MTLDFLBRAMD	\$ 112.08
EF004693	OCALFLXADS0	93902	OCALFLXA03T	OCALFLXAW03	\$ 48.37
EF014426	FTMYFLXA04T	45403	FTMYFLXA04T	FTMYFL391MD	\$ 48.37
EF290298	BNSPFLXADS1	93902	BNSPFLXADS1	FTMYFL391MD	\$ 125.93
EF290299	CPCRFLXADS0	93902	CPCRFLXADS0	FTMYFL391MD	\$ 109.31
EF290300	CPCRFLXBDS1	93902	CPCRFLXBDS1	FTMYFL391MD	\$ 70.53
EF290301	CYLKFLXADS0	93902	CYLKFLXADS0	FTMYFL391MD	\$ 70.53
EF290302	FTMYFLXADS2	93902	FTMYFLXCDS2	FTMYFL391MD	\$ 73.30
EF290303	FTMYFLXADS0	93902	FTMYFL391MD	GLGCFLXADS0	\$ 56.68
EF290304	FTMYFLXADS0	93902	FTMYFL391MD	NNPLFLXADS1	\$ 139.78
EF290305	FTMYFLXADS0	93902	FTMYFL391MD	NPLSFLXDDS0	\$ 145.32
EF290343	KSSMFLXADS0	45808	KSSMFLXADS0	MTLDFLBRAMD	\$ 153.63
EF290344	KSSMFLXADS0	45808	STCDFLXARS0	MTLDFLBRAMD	\$ 170.25

8. INDIRECT TRAFFIC

Section 61, Indirect Traffic will be deleted and replaced by the following:

8.1 Interconnection

8.1.1 For purposes of exchanging Indirect Traffic there is no physical or direct point of interconnection between the Parties, therefore neither Party is required to construct new facilities or make mid-span meet arrangements available to the other Party for Indirect Traffic. Indirect interconnection with Sprint shall only be allowed to the extent CLEC is interconnected at the tandem which Sprint's end office subtends.

8.1.2 Interconnection to a CLEC will provide Sprint with access to the CLEC's end-users and to other companies which are likewise connected to CLEC for local and toll service purposes.

8.1.3 Notwithstanding any other provision to the contrary, once the Indirect Traffic volume between CLEC and a Sprint end office exceeds a DS1 equivalent of traffic, Sprint will no longer allow indirect interconnection and CLEC must establish a direct interconnection with Sprint for the exchange of traffic. Sprint will notify CLEC when the traffic volume reaches a DS1 equivalent of traffic.

Within sixty (60) Days of such notification, or as mutually agreed to by the Parties, CLEC shall establish a direct interconnection with Sprint.

8.2 Exchange of Traffic

8.2.1 The Parties may send each other Indirect Traffic.

8.2.2 Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services.

8.2.3 Each Party is responsible for the transport of originating calls from its network to its point of interconnection with the transiting party. The originating Party is responsible for the payment of transit charges assessed by the transiting party.

8.3 Compensation for Indirect Traffic

8.3.1 Non-Local and Non-ISP-Bound Indirect Traffic

8.3.1.1 Compensation for the termination of non-Local traffic, non-ISP-Bound Traffic and the origination of 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.

8.3.1.2 Toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating LEC's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the Parties, will be used.

8.3.1.3 Once total Indirect Traffic volume between CLEC and Sprint reaches a DS1 equivalent of traffic, CLEC shall either implement a direct interconnection as provided for in this Agreement or reimburse Sprint for any third party transit charges incurred by Sprint.

8.3.2 Local Traffic and ISP-Bound Traffic. Except as set forth in Section 8.3.2.3, the rates set forth on Attachment I shall apply subject to Part C, Attachment IV, except subsection 2.4.4.1.

8.3.2.1 Indirect Traffic Terminating to Sprint

8.3.2.2 Each rate element utilized in completing a call shall be charged for completion of that call. For example, a call terminating from CLEC through the transiting party, and over Sprint facilities to a Sprint End Office Switch would include charges from Sprint to CLEC for Common Transport to the End Office Switch and End Office switching. A call terminating from CLEC through the transiting party, and then over Sprint facilities through a Sprint End Office Switch to a Sprint Remote Switch would include charges from Sprint to CLEC for Common Transport to the End Office Switch (except where the transiting party is collocated in the Sprint End Office), End Office switching, and Common Transport to the Remote Switch.

8.3.2.3 Indirect Traffic Terminating to CLEC:

8.3.2.3.1 The Parties agree that CLEC will bill indirect traffic originated by Sprint end users in the state of Florida that transits BellSouth and terminates to CLEC's end users in the state of Florida at the ISP-bound compensation rates as called for in the Order unless and until the parties mutually agree otherwise. This indirect traffic will not be included in the 3:1 ratio for calculating compensation

9. **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:

Vice President – Regulatory and Industry Affairs
US LEC of Florida Inc.
Morrocroft III
6801 Morrison Boulevard
Charlotte, NC 28211

Copy to:

Deputy General Counsel - Regulatory
US LEC of Florida Inc.
Morrocroft III
6801 Morrison Boulevard
Charlotte, NC 28211

To Sprint:

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

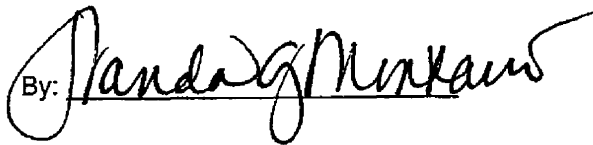
Copy to:

555 Lake Border Drive
Apopka, FL 32703
Fax: 407-889-1211

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

CLEC

SPRINT

By: 

By: 

Name: Wanda G. Montano

Name: William E. Cheek

Title: Vice President – Regulatory
and Industry Affairs

Title: AVP Strategic Sales & Acct. Mgmt.

Date: August 25, 2005

Date: 8/2/05