

ORIGINAL
FILE COPY

AUSLEY & MCMULLEN

ATTORNEYS AND COUNSELORS AT LAW

227 SOUTH CALHOUN STREET
P.O. BOX 391 (ZIP 32302)
TALLAHASSEE, FLORIDA 32301
(904) 224-9115 FAX (904) 222-7560

September 3, 1996

BY HAND DELIVERY

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Docket No. 960838-TP

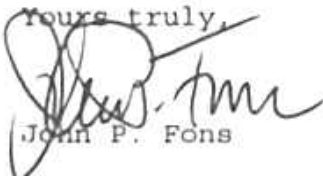
Dear Ms. Bayo:

Enclosed for filing in the above-styled docket are the original and fifteen (15) copies of Sprint's Position on Issue 14, as proposed by MFS.

We are also submitting the Position on a 3.5" high-density diskette generated on a DOS computer in WordPerfect 5.1 format.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer.


Thank you for your assistance in this matter.

Yours truly,

John P. Fons

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG 1
- LIN 5
- OPC _____
- RCH _____
- SEC 1
- WAS _____
- OTH _____

Enclosures
Shelper All parties of record

utd\838-2.by0

RECEIVED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
09299 SEP-3 96
FPSC-RECORDS/REPORTING

ORIGINAL
FILE COPY

Sprint Position on Issue 14
(as proposed by MFS)

Issue 14: Should the provisions of the CIA which MFS believes are necessary elements of an interconnection agreement and which Sprint has not opposed in its Detailed Response (defined below) be adopted?

Position: No. First, the CIA proposed by MFS contains a variety of matters, some of which are of major importance from a regulatory standpoint and many of which constitute boilerplate provisions and operational details. Unquestionably, the parties will ultimately require an agreement setting forth an understanding of their rights, duties and obligations. However, MFS' obsession with their proposed CIA puts the cart before the horse and requires the Commission to pass judgment on matters that are not essential to local competition or MFS' ability to compete effectively and efficiently with Sprint. Additionally, MFS' proposed approach improperly shifts the burden to Sprint to enumerate which matters are at issue. The Commission should at this stage of the federally mandated proceeding be focusing on the issues set forth in MFS' Petition to the extent those issues are the ones contemplated by Section 251 of the Act. Subsequent to its decision on those issues, the Commission will be called upon to approve any negotiated or arbitrated agreement as required by Section 252(e) of the Act. Even then, the level of detail which the Commission will need to approve an agreement will reflect the major components, not MFS' call for micromanagement.

Second, MFS mischaracterizes the import and intent of Sprint's letter to MFS, dated August 16, 1996. Contrary to MFS'

DOCUMENT NUMBER-DATE
09299 SEP-3 88
FPSC-RECORDS/REPORTING

characterization, that letter does not constitute an agreement by Sprint that MFS' CIA is acceptable to Sprint in all respects other than as detailed in Sprint's letter. Sprint believes it is entitled to negotiate with MFS over all of the details of MFS' CIA, but MFS continually changes its position on issues. For example, the CIA contains provisions on resale of Sprint services; yet, until recently MFS had not negotiated with Sprint for the resale of services, and resale is not addressed in MFS' Petition or testimony. Again, as pointed out in Sprint's August 16th letter, until the Commission addresses the issues propounded by Staff, which issues cover the major provisions of MFS' CIA, Sprint cannot agree to isolated provisions of MFS' CIA. Moreover, as stated in Mr. Cheek's direct testimony, "Sprint is disagreeing with each and every provision of the proposed MFS Interconnection Agreement, except as otherwise specifically agreed to in my testimony." (Cheek Direct Testimony, p. 6.) Finally, it is worth noting that MFS' CIA was sent to Sprint prior to the FCC's First Report and Order, issued August 8, 1996, and that CIA does not reflect the FCC's decision, which by MFS' own testimony must be revised to meet the FCC's decision.

Finally, by seeking to have the Commission adopt the entire MFS-proposed CIA to resolve all issues, including potentially resolved issues, MFS is in fact seeking "final offer" arbitration. This Commission is not required to arbitrate on this basis and may arbitrate on an issue-by-issue basis. If, however, the Commission elects to engage in "final offer" arbitration, then Sprint offers

its "Interconnection and Resale Agreement," dated August 9, 1996,
(Exhibits No. WEC-2 and WEC-3) as its "final offer."

jpf\utd\issue-14.838