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Susan S. Masterton Attornev

Law/External Affairs

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## VIA HAND DELIVER FOU

September 7, 2001

Ms. Blanca Bayó Division of Commission Clerk And Administrative Services 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850

RE: MCImetro Access Transmission Services, LLC (MCI)/Sprint-Florida, Incorporated (Sprint) Interconnection Agreement

Dear Ms. Bayó:

Attached for filing in Generic Docket 010000-PU is Sprint's letter to MCI relating to the status of Sprint's interconnection agreement with MCI. (In addition, this letter will be filed with Sprint's Response to MCI's Complaint against Sprint-Florida, Incorporated in Docket No. 011177-TP.)

Thank you for your assistance.

Sincerely,

Susan S. Masterton

Cc: Kim Logue

**David Dowds** 

Beth Keating

Donna Canzano McNulty (via facsimile)

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William E. Cheek
Vice President
Sales & Account Management

Local Telecommunications Division 6480 Sprint Parkway Overland Park, KS 66251 Mailstop KSOPHM0316-3B925 Voice 913 315 8026 Fax 913 315 0627

Via Fed Ex

September 5, 2001

0-U1, 11.50AM,

Mr. Bryan Green
Southern Financial Operations
MCI Telecommunications Corporation
2520 Northwinds Parkway, 5<sup>th</sup> Floor
Alpharetta, GA 30004

Re: Post Termination Services in Florida

Dear Bryan:

In an August 21, 2001 letter, Sprint notified MCImetro of our exercise to terminate the Florida Interconnection Agreement due to MCImetro's breach of contract and failure to cure. Pursuant to subsequent conversations, however, Sprint has agreed to accommodate MCImetro's request to continue processing new orders for a period of ninety (90) days which mirrors the timeframe provided in the post-termination services provision of Section 20.3 of the Interconnection Agreement.

The post-termination services provision under Section 20.3 is invoked in the event of termination for breach. Section 20.3, however, only provides for the continuation or transition of existing services and does not contemplate the provision of new services. As agreed to by Sprint and MCImetro, Sprint will continue to process new orders for a ninety (90) period commencing August 21 and ending on November 19, 2001.

For new services after November 19, 2001, MCImetro will need to have a valid interconnection agreement with Sprint. As noted in Sprint's August 21 letter to MCImetro, Sprint is willing to explore different options with MCImetro including entering into an interim agreement until a new interconnection agreement is negotiated, or helping facilitate MCImetro's opt-in of XO Communication's Florida interconnection agreement.

Please feel free to contact me if you have any questions or concerns.

Sincerely.

William E. Cheek

Vice President - Sales and Account Management

cc: Commercial Counsel - Law & Public Policy - MCImetro

John Clayton Tom Grimaldi John Chuang