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**Susan S. Masterton** Attorney

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December 9, 2002

COMMISSION CLERK

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

021223-TP

RE:

Notice of Adoption of SBC Telecom, Inc. and Sprint-Florida, Incorporated Interconnection, Unbundling and Resale Agreement by Florida Multi-Media Services, Inc., d/b/a Florida Multi-Media

Dear Ms. Bayó:

Sprint-Florida, Incorporated hereby provides notice to the Florida Public Service Commission of the adoption by Florida Multi-Media Services, Inc., d/b/a Florida Multi-Media of the Interconnection, Unbundling and Resale Agreement for the State of Florida entered into by SBC Telecom, Inc. and Sprint-Florida, Incorporated which was filed with the Commission on October 18, 2001 in Docket No. 011375-TP.

Florida Multi-Media Services, Inc., d/b/a Florida Multi-Media 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 Florida Multi-Media Services, Inc., d/b/a Florida Multi-Media 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: Jeanne Senatore

11442 137th Street, No. A-211

Shows. mothin

Largo, Florida 33774

Phone: 727-593-0743

Enclosure

DOCUMEN: NUMBER DATE

FPSC-COMMISSION CLERK

## INTERCONNECTION AND RESALE AGREEMENT

This Interconnection and Resale Agreement ("Agreement"), dated November 21, 2002, is entered into by between Florida Multi-Media Services, Inc., d/b/a Florida Multi-Media a Florida 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 SBC Telecom, Inc. Interconnection and Resale Agreement dated October 26, 2001(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 SBC Telecom, Inc. 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 October, 24, 2003, 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: Waldemar F. Kissel

President and CEO

3600 NW 43<sup>rd</sup> St., Suite C-1 Gainesville, FL 32606-8127

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.

Florida Multi Media, Inc.	Sprint – Florida, Incorporated
By: Waldern F. Kinel	By: Mulh Elh
Name: <u>Waldemar F. Kissel</u>	Name: William E. Cheek
Title: President and CEO	Title: President - Sales & Acct. Mgmt.
Date: 11/14/02	Date: 11/21/02