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August 19, 2003

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Nancy Schnitzer Docket Manager Florida

030838-TP

**Regulatory Affairs** Box 2214 Tallahassee, FL 32316 Mailstop FLTLH00107 Voice 850 599 1276 Fax 850 878 0777

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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: Approval of Amendment No. One to Interconnection, Unbundling, Resale and Collocation Agreement between Sprint-Florida, Incorporated and MCI WorldCom Communications, Inc.

Dear Ms. Bayó:

Please find enclosed for approval and filing an original and two copies of the Amendment No. One to the Interconnection, Unbundling, Resale and Collocation Agreement between Sprint-Florida, Incorporated and MCI WorldCom Communications, Inc. which was approved by the Commission in Document No. 08628-02 in Docket No. 020391-TP on August 16, 2002.

If you have any questions on this matter, please contact me at 850-599-1276.

Sincerely,

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Nancy Schnitzer

cc:

John Monroe, Attorney WorldCom Two Northwinds Center 2520 Northwinds Parkway Alpharetta, GA 30004

Enclosure

& FILED FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER - DATE

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## AMENDMENT NO. 1 TO THE INTERCONNECTION AND RESALE AGREEMENT BETWEEN MCI WorldCom Communications AND SPRINT

This Amendment No. 1 ("Amendment"), effective April 1, 2003, is entered into by and between and MCI WorldCom Communications, Inc. ("MCIm"), a Delaware corporation and Sprint-Florida, Incorporated ("Sprint"), a Florida corporation (Sprint and MCIm may be referred to individually as a "Party" and collectively as the "Parties").

## **BACKGROUND:**

WHEREAS, the Parties entered into an Interconnection and Resale Agreement ("Agreement") dated March 1, 2002.

WHEREAS, the Parties now wish to amend the Agreement to include language that is consistent with 47 CFR §51.711(a)(3) and applicable state law reflecting the fact that the appropriate rate for MCIm to charge Sprint for Local Traffic is the tandem interconnection rate if MCIm demonstrates that its switches serve a geographic area comparable to the geographic area served by Sprint's tandem switches

NOW, THEREFORE, in consideration of the promises and agreements contained in this Amendment, the Parties agree as follows:

1. Section 2.4.2 of Attachment 4 – Interconnection, shall be amended to read:

2.4.2 When Sprint terminates calls to MCIm's subscribers using MCIm's Switch, Sprint shall pay to MCIm transport charges from the IP to the MCIm switching center for dedicated or common transport. Sprint shall pay to MCIm the tandem switching charge when MCIm's switch serves a geographic area comparable to the area served by Sprint's tandem switch. Sprint shall not pay to MCIm the tandem switching charge when MCIm's switch does not serve a geographic area comparable to the area served by Sprint's tandem switch. The rates MCIm charges Sprint for tandem switching shall be symmetric with the rates Sprint charges MCIm for tandem switching.

2. Section 2.4.2.1 of Attachment 4 – Interconnection is created to read:

2.4.2.1 Sprint will provide MCIm information concerning the end offices served by Sprint's tandem for MCIm to use in determining geographic comparability. MCIm will provide Sprint with similar information concerning the geographic area served by MCIm's switch to use in determining geographic comparability. MCIm's switch will be deemed to

serve a comparable geographic area if (1) the area served by Sprint's tandem and the area served by MCIm's switch are roughly the same size; (2) MCIm has obtained NPA/NXX codes to serve the exchanges within the geographic area; and (3) MCIm is serving the area using its own switch with its own facilities or a combination of its own facilities and leased facilities connected to its collocation arrangements.

- 3. Except as otherwise indicated, defined terms in this Amendment have the same meaning as in the Agreement.
- 4. Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment will control.
- 5. This Amendment, executed by authorized representatives of Sprint and MCIm, is made a part of and incorporates the terms and conditions of the Agreement.

IN WITNESS WHEREOF, Sprint and MCIm has caused this Amendment to be executed by its duly authorized representatives.

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"MCIm"

Name (typed):	William E. Cheek	Name:
Title: Date:	President – Wholesale Markets	Title: - Date:

Marcel D. Henry

Vice President - National Carrier and Contract Management