

ORIGINAL



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August 19, 2003

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

030839-TP

RECEIVED-FPSC
AUG 19 PM 4:52
COMMISSION
CLERK

Re: Approval of Amendment No. One to Interconnection, Unbundling, Resale and Collocation Agreement between Sprint-Florida, Incorporated and MCI metro Access Transmission Services, L.L.C.

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 metro Access Transmission Services, L.L.C. which was approved by the Commission in Document No. 08630-02 in Docket No. 020389-TP on August 16, 2002.

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

Sincerely,

Nancy Schnitzer

RECEIVED & FILED
1h
FPSC-BUREAU OF RECORDS

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

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Enclosure

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

**AMENDMENT NO. 1 TO THE
INTERCONNECTION AND RESALE AGREEMENT
BETWEEN
MCI/Metro AND SPRINT**

This Amendment No. 1 ("Amendment"), effective April 1, 2003, is entered into by and between and MCImetro Access Transmission Services, L.L.C. ("MCIIm"), a Delaware limited liability corporation and Sprint-Florida, Incorporated ("Sprint"), a Florida corporation (Sprint and MCIIm 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 MCIIm to charge Sprint for Local Traffic is the tandem interconnection rate if MCIIm 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 MCIIm's subscribers using MCIIm's Switch, Sprint shall pay to MCIIm transport charges from the IP to the MCIIm switching center for dedicated or common transport. Sprint shall pay to MCIIm the tandem switching charge when MCIIm's switch serves a geographic area comparable to the area served by Sprint's tandem switch. Sprint shall not pay to MCIIm the tandem switching charge when MCIIm's switch does not serve a geographic area comparable to the area served by Sprint's tandem switch. The rates MCIIm charges Sprint for tandem switching shall be symmetric with the rates Sprint charges MCIIm for tandem switching.

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

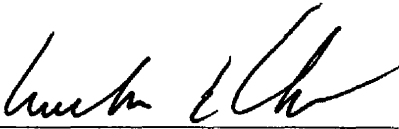
2.4.2.1 Sprint will provide MCIIm information concerning the end offices served by Sprint's tandem for MCIIm to use in determining geographic comparability. MCIIm will provide Sprint with similar information concerning the geographic area served by MCIIm's switch to use in

determining geographic comparability. MCIIm'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 MCIIm's switch are roughly the same size; (2) MCIIm has obtained NPA/NXX codes to serve the exchanges within the geographic area; and (3) MCIIm 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.

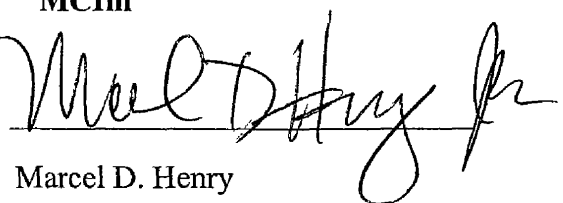
3. Except as otherwise indicated, defined terms in this Amendment have the same meaning as in the Agreement.
4. Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment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

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

"Sprint"

By: 
Name (typed): William E. Cheek
Title: President – Wholesale Markets
Date: 5/14/03

"MCIIm"

By: 
Name: Marcel D. Henry
Title: Vice President – National Carrier and Contract Management
Date: 5/12/03