

# ORIGINAL



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October 23, 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

RECEIVED FPSC  
03 OCT 24 PM 3:21  
COMMISSION  
CLERK

Re: Corrected Amendment No. One to Interconnection, Unbundling, Resale  
and Collocation Agreement in Docket No. 030839-TP

Dear Ms. Bayó:

Pursuant to Staff's request, please find one corrected sheet and three copies of the  
Interconnection, Unbundling, Resale and Collocation Agreement to reflect MCImetro  
Access Transmission Services LLC which was filed August 19, 2003.

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.

Sincerely,

Nancy Schnitzer

Enclosure

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**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 LLC ("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