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April 12, 2000

Ms. Blanca S. Bayó, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

010474-TP

Re: Approval of Amendment No. One to Master
Resale Agreement

Dear Ms. Bayó:

Please find enclosed for approval and filing an original and five copies of the Amendment No. One to the Resale Agreement between Sprint-Florida, Inc. and Premiere Network Services. Sprint has filed for approval a Notice of Adoption for Premiere Network Services on this same date with the Florida Public Service Commission.

If you have any questions on this matter, please contact my assistant Teresa Harless at 850-599-1563.

Sincerely,

Susan S. Masterton

cc: Jacquetta Peace, Director
Legal & Regulatory/Special Projects
Premiere Network Services, Inc.
1510 North Hampton Road - Suite 120
DeSoto, Texas 75115

Enclosure

DOCUMENT NUMBER-DATE

04550 APR 12 00

FPSC-RECORDS-REPORTING

**AMENDMENT NO. ONE TO THE
MASTER NETWORK INTERCONNECTION AND RESALE AGREEMENT**

BETWEEN

Sprint-Florida, Incorporated

AND

Premiere Network Services, Inc.

This Amendment No. One to the Master Network Interconnection and Resale Agreement dated March 15, 2001 ("Agreement") is entered into and effective this 15th day of March, 2001 ("Effective Date") is between Sprint-Florida, Incorporated ("Sprint") and Premiere Network Services, Inc. ("CLEC"). Except as otherwise indicated, defined terms in this Amendment have the same meaning as in the Agreement.

1. BACKGROUND

- 1.1. Sprint and CLEC entered into the Agreement on March 15, 2001.
- 1.2. Previous amendments to the Agreement are as follows:
None
- 1.3. Sprint and CLEC Agree to modify the Agreement as set forth in this Amendment No. One

In consideration of the promises and agreements contained in this Amendment, the parties agree as follows:

2. CONDITIONS

- 2.1. On July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued a decision in *Iowa Utilities Board v. FCC, Case No. 96-3321* relating to, among other things, the costing/pricing rules and the combining UNE rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996) (e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) (the "Eighth Circuit Decision"). The Eighth Circuit Decision specifically vacated FCC rules 47 CFR §§51.505(b)(1) and 51.609. The Eighth Circuit Decision is/will be effective upon issuance of a Mandate. The Eighth Circuit Decision affects certain provisions of the Agreement, including many of the rates and/or the wholesale discount(s) contained in the Agreement.

- 2.2. Pursuant to paragraphs 2.2 and 2.3 of the Agreement, either Party may require that the affected provisions of the Agreement be renegotiated in good faith and amended to reflect the Eighth Circuit Decision, such changes to be effective as of the effective date of the Eighth Circuit Decision. The rates and terms currently in the Agreement that are affected by the Eighth Circuit Decision shall be treated as interim, subject to true-up to the effective date of the Eighth Circuit Decision.

3. AMENDMENT

- 3.1. The Network Elements section of the Agreement is hereby amended to include the following sections:
- 3.2. Combination of Network Elements
 - 3.2.1. CLEC may order Unbundled Network Elements either individually or in the combination of VOICE UNE-P as specifically set forth in this Section of the Agreement.
- 3.3. Definitions
 - 3.3.1. **EEL** – Enhanced Extended Link (EEL). EEL for purposes of this Agreement refers to the existing unbundled network elements, specifically NID, loop, multiplexing (MUX) if necessary and transport, in the Sprint Network.
 - 3.3.2. **VOICE UNE-P** – Voice Unbundled Network Element Platform (VOICE UNE-P). VOICE UNE-P for purposes of this Agreement refers to the existing unbundled network elements, specifically NID, Local Switching Port, Loop, Local Circuit Switching, Shared Transport, and Local Tandem Switching, in the Sprint Network and is used to carry traditional POTS analog circuit-switched voice band transmissions.
- 3.4. General Terms and Conditions
 - 3.4.1. Sprint will allow CLEC to order each Unbundled Network Element individually in order to permit CLEC to combine such Network Elements with other Network Elements obtained from Sprint as provided for herein, or with network components provided by itself or by third parties to provide telecommunications services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Sprint's network or in combination with any other Network Elements that are currently combined in Sprint's Network.

- 3.4.2. Sprint will provide CLEC access to VOICE UNE-P as provided in this Agreement. CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use VOICE UNE-P to provide a telecommunications service under this Agreement. Any request by CLEC for Sprint to provide combined UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Attachment 3, Section 3 of the Agreement and made available to CLEC upon implementation by Sprint of the necessary operational modifications.
- 3.4.3. The provisioning of VOICE UNE-P combinations is limited to existing facilities and Sprint is not obligated to construct additional facilities to accommodate any request by CLEC.
- 3.4.4. Notwithstanding Sprint's general duty to unbundle local Circuit Switching, Sprint shall not be required to unbundle local Circuit Switching, nor provide VOICE UNE-P for CLEC when CLEC serves end-users with four or more voice grade (DS0) equivalents or lines provided that Sprint provides nondiscriminatory access to combinations of unbundled loops and transport (EELs) throughout Density Zone 1, when Sprint's local circuit switches are located in the top 50 Metropolitan Statistical Areas as set forth in Appendix B of the *Third Report and Order and Fourth Further Notice of Proposed Rulemaking* in CC Docket No. 96-98, and in Density Zone 1, as defined in § 69.123 on January 1, 1999 (the Exemption). Sprint may audit CLEC's UNE-P customer base in accordance with Part B, Section 6 of the Agreement to ensure CLEC's adherence to the Exemption.

3.5. Specific Combinations and Pricing

3.5.1. In order to facilitate the provisioning of VOICE UNE-P Sprint shall support the ordering and provisioning of this specific combination as set forth below.

3.5.2. The Parties agree to negotiate an acceptable interim solution and support the development of industry standards for joint implementation. Ordering and provisioning for VOICE UNE-P will be converted to industry standards within a reasonable period of time after those standards have been finalized and Sprint has had the opportunity to implement necessary operation modifications.

3.5.3. Sprint offers the following combination of network elements.

3.5.3.1. Voice Unbundled Network Element Platform (UNE-P). VOICE UNE-P is the combination of the NID, Loop,

Local Switching Port, Local Circuit Switching, Shared Transport, and Local Tandem Switching network elements.

3.5.3.2. Sprint will offer the combination of the NID, Loop, Local Switching Port, Local Circuit Switching, Shared Transport, and Local Tandem Switching (where Sprint is the provider of Shared Transport and Local Tandem Switching) unbundled network elements to provide VOICE UNE-P at the applicable recurring charges and non-recurring charges plus the applicable Service Order Charge.

3.5.3.3. Until such time as Sprint can bill the recurring charges for usage-based VOICE UNE-P elements (Local Circuit Switching, Shared Transport, Local Tandem Switching), these charges will be billed to CLEC at the recurring surrogate charge of \$16.66 per port per month. Upon the implementation of the necessary operational modifications, Sprint will convert from billing CLEC based on this flat rated monthly charge to all applicable usage based charges for VOICE UNE-P elements.

3.5.3.4. Sprint will continue to bill originating and terminating access charges to interexchange carriers (IXCs) for access usage over VOICE UNE-P and pay to CLEC the access amount due to CLEC (Access Credit) until such time as Sprint can provide originating and/or terminating access records to CLEC. This amount will be equal to the Sprint statewide average access minutes-of-use per access line, multiplied by Sprint's applicable access rates. The Parties agree the monthly Access Credit to CLEC shall be \$24.03 per line. (The Access Credit shall be applied by multiplying the number of lines the CLEC has in service as VOICE UNE-P multiplied by the per line credit, and shall appear on CLECs monthly invoice as a single line item for all accounts. Once Sprint can provide originating and/or terminating access records to CLEC, CLEC will be responsible for billing the respective originating and/or terminating access charges directly to IXCs, and access settlements in the form of Access Credits for originating and/or terminating charges between the Parties will cease or be reduced accordingly.)

3.5.3.5. Sprint will bill CLEC for all UNE-P charges within this agreement as per the applicable completion date of each UNE-P order, which shall be no earlier than the effective date of this agreement. Sprint will back-bill these UNE-P charges to CLEC as billing capabilities exist. This section shall not be construed to limit the ability of the Parties to negotiate billing/rating issues existing prior to the effective date of this Amendment.

4. GENERAL

- 4.1. 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.
- 4.2. This Amendment No. One executed by authorized representatives of Sprint and CLEC is made a part of and incorporates the terms and conditions of the Agreement.

IN WITNESS WHEREOF, Sprint and CLEC has caused this Amendment No. One to be executed by its duly authorized representatives.

“Sprint”

By: 
Name (typed): William E. Cheek
Title: Vice President- Sales and Account Management
Date: 3/13/01

“CLEC”

By: 
Name: Leo A. Wrobel
Title: President & CEO
Date: March 12, 2001