

ORIGINAL



Susan S. Masterton
Attorney

Law/External Affairs
Post Office Box 2214
1313 Blair Stone Road
Tallahassee, FL 32316-2214
Mailstop FLTLH00107
Voice 850 599 1560
Fax 850 878 0777
susan.masterton@mail.sprint.com

VIA HAND DELIVERY

August 22, 2001

Ms. Blanca Bayó
Division of the Commission Clerk
And Administrative Services
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RECEIVED FPSC
AUG 22 PM 4:47
COMMISSION
CLERK

RE: MCImetro Access Transmission Services, LLC (MCI) /Sprint-Florida, Incorporated
(Sprint) Interconnection Agreement

Dear Ms. Bayó:

Enclosed for filing on behalf of Sprint is Sprint's letter terminating its interconnection agreement with MCI for material breach of the terms of the interconnection agreement.

Thank you for your assistance in this matter.

Sincerely,

Susan S. Masterton

Enclosure

Cc: Kim Logue
David Dowds
Beth Keating
Donna Canzano McNulty

- APP _____
- CAF _____
- CMP _____
- COM _____
- CTR _____
- ECR _____
- LEG I
- OPG _____
- PAI _____
- RGC _____
- SEC I
- SEA _____
- OTH _____

RECEIVED
RJM

DOCUMENT NUMBER-DATE

10421 AUG 22 01

FPSC-COMMISSION CLERK



John W. Clayton
Director
Local Carrier Markets

Local Telecommunications Division
6480 Sprint Parkway
Overland Park, KS 66251
Mailstop KSOPHM0310-3A453
Voice 913 315 7839
Fax 913 315 0628
john.clayton@mail.sprint.com

August 21, 2001

Attention: Director-Carrier Markets
Southern Financial Operations
MCI Telecommunications Corporation
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004

**Re: Termination of Florida Interconnection Agreement between Sprint and
MCImetro Access Transmission Services, Inc. ("Agreement")**

Dear Madam or Sir:

In a letter dated June 21, 2001, Sprint notified MCImetro that it was in material breach of its Interconnection Agreement for refusing to engage Sprint in negotiations to amend certain provisions of the Agreement that are out of compliance with or inconsistent with current law. MCImetro has failed to cure the breach within the 45-day cure period provided for in the Agreement, and consequently, Sprint is exercising its option to terminate the Agreement under Section 20.1.3.

Section 20.1.3 provides:

If such material breach is for any other failure to perform in accordance with this Agreement, the breaching Party shall cure such breach to the non-breaching Party's reasonable satisfaction within forty-five (45) days, and if does not, the non-breaching Party may, at its sole option terminate this Agreement, or any parts hereof. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

Although Sprint has identified several provisions that are inconsistent or in conflict with current law, MCImetro summarily dismissed Sprint's request for re-negotiation in a letter dated May 31, 2001. Accordingly, Sprint notified MCImetro that it considered MCImetro to be acting in bad faith, and that it was in breach of the Agreement. MCImetro has not responded to Sprint's June 21 notice, and consequently, Sprint believes that it may exercise its right to terminate the Agreement pursuant to Section 20.

Sprint notes that MCImetro has requested to opt into the Sprint - XO Communications Interconnection and Resale agreement in the state of Nevada. There is an effective Sprint - XO Communications Interconnection and Resale Agreement in Florida that is identical (with the one exception of Florida-specific pricing) that is available to MCImetro.

Page 2 of 2
August 21, 2001

Should MCImetro desire to opt into this agreement, either as an interim or permanent replacement, please let us know.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "John Clayton", with a long horizontal flourish extending to the right.

John Clayton
Director – Local Markets

cc: Commercial Counsel – Law & Public Policy – MCImetro
Florida Public Service Commission
William E. Cheek
Tom Grimaldi
John Chuang