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Susan S. Masterton  
Attorney

Law/External Affairs  
Post Office Box 2214  
1313 Blair Stone Road  
Tallahassee, FL 32316-2214  
Mailstop FTTH00107  
Voice 850 599 1560  
Fax 850 878 0777  
susan.masterton@mail.sprint.com

December 6, 2002 COMMISSION  
CLERK

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

021218-TP

RE: Notice of Adoption of MCImetro Access Transmission Services, L.L.C. and Sprint-Florida, Incorporated Interconnection, Unbundling, Collocation and Resale Agreement by ITC^DeltaCom Communications, Inc., d/b/a ITC^DeltaCom

Dear Ms. Bayó:

Sprint-Florida, Incorporated hereby provides notice to the Florida Public Service Commission of the adoption by ITC^DeltaCom Communications, Inc., d/b/a ITC^DeltaCom of the Interconnection, Unbundling, Collocation and Resale Agreement for the State of Florida entered into by MCImetro Access Transmission Services, L.L.C. and Sprint-Florida, Incorporated which was filed with the Commission on May 1, 2002 in Docket No. 020389-TP.

ITC^DeltaCom Communications, Inc., d/b/a ITC^DeltaCom is adopting the agreement as provided by Section 252(i) of the Telecom Act of 1996.

Enclosed is the original signed and two (2) copies of the agreement between Sprint-Florida, Incorporated and ITC^DeltaCom Communications, Inc., d/b/a ITC^DeltaCom for your records.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact my assistant Teresa Harless at (850) 599-1563.

Sincerely,

Susan S. Masterton

cc: Ms. Nanette S. Edwards, Director-Regulatory Affairs  
ITC^DeltaCom  
4092 S. Memorial Parkway  
Huntsville, AL 35802

Enclosure

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## INTERCONNECTION AND RESALE AGREEMENT

This Interconnection and Resale Agreement ("Agreement"), entered into this 19<sup>th</sup> day of November, 2002, is entered into by between ITC^DeltaCom Communications, Inc., d/b/a ITC^DeltaCom, an Alabama corporation ("CLEC"), and Sprint-Florida, Incorporated ("Sprint"), a Florida corporation (collectively referred to herein as "the Parties"), to establish the rates, terms and conditions for local interconnection, local resale and the purchase of unbundled network elements for the state of Florida.

**NOW THEREFORE**, the Parties agree as follows:

The Parties agree that the Agreement between the Parties shall consist of the MCImetro Access Transmission Services, L.L.C. Interconnection and Resale Agreement dated March 1, 2002 (the "Adopted Agreement").

All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

### **PARTIES:**

CLEC is hereby substituted in the Adopted Agreement MCImetro Access Transmission Services, L.L.C. and Sprint shall remain as the other Party to the Agreement.

### **TERM:**

This Agreement shall have a termination date of February 28, 2005, which corresponds with the termination date of the Adopted Agreement.

### **NOTICES:**

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

To CLEC:           V.P. – Government and Industry Relations  
ITC^DeltaCom  
4092 S. Memorial Parkway  
Huntsville, AL 35802  
PH: (256) 382-3843 FAX: (256) 382-3936

To Sprint:           Director – Local Carrier Markets  
Sprint  
6480 Sprint Parkway  
Mailstop: KSOPHM0310-3A453  
Overland Park, KS 66251

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**AMENDMENTS:**

1. Notwithstanding anything to the contrary, the Parties agree to amend the Adopted Agreement consistent with a Letter Agreement between the Parties dated December 28, 2001 whereby CLEC accepted Sprint's offer to implement rates contained in the FCC Order on Inter-Carrier Compensation for charges the Parties may bill to and collect from each other for Local and ISP-bound traffic.
2. Beginning with the effective date of this Agreement and ending on June 13, 2003, the terminating Party will bill the originating Party a rate of \$.0010 per MOU for Local and ISP-bound Traffic delivered to the terminating Party.
3. To the extent that this Agreement remains in effect, beginning on June 14, 2003 the terminating Party will bill the originating Party a rate of \$.0007 per MOU for Local ISP-bound Traffic delivered to the terminating Party.
4. Except as modified herein, the Agreement shall, in all other respects, reflect the same terms and conditions as the Adopted Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

SPRINT

By: \_\_\_\_\_

Name: William E. Cheek

Title: President - Wholesale Markets

Date: \_\_\_\_\_

12/4/02

CLEC

By: \_\_\_\_\_

Name: JERRY WATTS

Title: VICE PRESIDENT

Date: \_\_\_\_\_

11-25-02