



Susan S. Masterton
Attorney

Law/External Affairs
Post Office Box 2214
1313 Blair Stone Road
Tallahassee, FL 32316-2214
Mailstop FTTLH00107
Voice 850 599 1560
Fax 850 878 0777
susan.masterton@mail.sprint.com

March 7, 2003

ORIGINAL

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

030237-TP

RECEIVED - FPSC
03 MAR -7 PM 47
COMMISSION
CLERK

RE: Notice of Adoption of Florida Digital Network, Inc. and Sprint-Florida, Incorporated
Interconnection, Unbundling, Collocation and Resale Agreement by Tier 3
Communications, Inc. d/b/a Ft. Myers Telephone and d/b/a Naples Telephone

Dear Ms. Bayó:

Sprint-Florida, Incorporated hereby provides notice to the Florida Public Service Commission of the adoption by Tier 3 Communications, Inc. d/b/a Ft. Myers Telephone and d/b/a Naples Telephone of the Interconnection, Unbundling, Collocation and Resale Agreement for the State of Florida entered into by Florida Digital Network, Inc. and Sprint-Florida, Incorporated which was filed with the Commission on May 5, 2002 in Docket No. 020069-TP.

Tier 3 Communications, Inc. d/b/a Ft. Myers Telephone and d/b/a Naples Telephone 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 Tier 3 Communications, Inc. d/b/a Ft. Myers Telephone and d/b/a Naples Telephone 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: VP – Government and Industry Relations
Tiers 3 Communications, Inc.
2235 First Street, Suite 217
Ft. Myers, Florida 33901

AUS _____
CAF _____
CMP _____
COM _____
CTR _____
ECR _____
GCL _____
OPC _____
MMS _____
SEC _____
OTH _____

Enclosure

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

02334 MAR-7 8

INTERCONNECTION AND RESALE AGREEMENT

This Interconnection and Resale Agreement ("Agreement"), entered into this 6th day of December, 2002, is entered into by between Tier 3 Communications, Inc. d/b/a Ft. Myers Telephone and d/b/a Naples Telephone, a Florida 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 Florida Digital Network, Inc. Interconnection and Resale Agreement dated December 27, 2001 (the "Adopted Agreement").

The Parties further agree to adopt and incorporate as part of the Agreement between the Parties, the Florida Digital Network, Inc. Master Collocation License Agreement dated December 27, 2001 (the "Adopted Collocation 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 and the Adopted Collocation License Agreement for Florida Digital Network, Inc. and Sprint shall remain as the other Party to the Agreements.

TERM:

This Agreement shall have a termination date of December 26, 2003, 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
Tier 3 Communications, Inc.
2235 First Street, Suite 217

Ft. Myers, Florida 33901

Copy to: Matthew Brown
3934 Eden Roc Circle East
Tampa, Florida 33634
Telephone: 813-901-8674

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

SECURITY DEPOSIT

- 1.1. Sprint reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established through twelve (12) consecutive months of current payments for carrier services to Sprint and all ILEC affiliates of Sprint.
- 1.2. Such security deposit shall take the form of cash or cash equivalent, an irrevocable letter of credit or other forms of security acceptable to Sprint.
- 1.3. If a security deposit is required on a new account, such security deposit shall be made prior to inauguration of service. If the deposit relates to an existing account, the security deposit will be made prior to acceptance by Sprint of additional orders for service.
- 1.4. Such security deposit shall be two (2) months' estimated billings as calculated by Sprint, or twice the most recent month's invoices from Sprint for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000.
- 1.5. The fact that a security deposit has been made in no way relieves CLEC from complying with Sprint's regulations as to advance payments and the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of Sprint providing for the discontinuance of service for non-payment of any sums due Sprint.
- 1.6. Sprint reserves the right to increase, and CLEC agrees to increase, the security deposit requirements when, in Sprint's reasonable judgment, changes in CLEC's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 1.7. Any security deposit shall be held by Sprint as a guarantee of payment of any charges for carrier services billed to CLEC, provided, however, Sprint may exercise its right to credit any cash deposit to CLEC's account, or to

demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:


- 1.7.1. when CLEC undisputed balances due to Sprint that are more than thirty (30) days past due; or
- 1.7.2. when CLEC files for protection under the bankruptcy laws; or
- 1.7.3. when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or
- 1.7.4. when this Agreement expires or terminates.

- 1.8. Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. No interest will accrue or be paid on deposits. Cash or cash equivalent security deposits will be returned to CLEC when CLEC has made current payments for carrier services to Sprint and all Sprint ILEC affiliates for twelve (12) consecutive months.

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. Check

Title: President – Wholesale Markets

Date: 12/16/02

CLEC

By: 

Name: Stephen Ward

Title: President

Date: 12/13/02