

RIGINA

Susan S. Masterton Attorney

Law/External Affairs Post Office Box 2214

1313 Blair Stong Road Tallahassee, Fl. 32816-22 Mailstop FLTLHQQQ07

Voice 860599 15605 Fax 850 878 0777

030238-71

March 7, 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

RE:

Notice of Adoption of MCI WorldCom Communications, Inc. and Sprint-Florida, Incorporated Interconnection, Unbundling, Collocation and Resale Agreement by Tallahassee Telephone Exchange, Inc.

Dear Ms. Bayó:

Sprint-Florida, Incorporated hereby provides notice to the Florida Public Service Commission of the adoption by Tallahassee Telephone Exchange, Inc. of the Interconnection, Unbundling, Collocation and Resale Agreement for the State of Florida entered into by MCI WorldCom Communications, Inc. and Sprint-Florida, Incorporated which was filed with the Commission on August 16, 2002 in Docket No. 020391-TP.

Tallahassee Telephone Exchange, Inc. 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 Tallahassee Telephone Exchange, Inc. 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,

AUS

CMP

COM

CTR ECR GCL

OPC

MMS

Susan S. Masterton

Eric and Julia Larsen CC:

Swor S. notur 's

Tallahassee Telephone Exchange, Inc.

1367 Mahan Drive Tallahassee, FL 32308

Enclosure

RECEIVED & FILED

02335 MAR-78

FPSC-COMMISSION CLERK

INTERCONNECTION AND RESALE AGREEMENT

This Interconnection and Resale Agreement ("Agreement"), dated March, 6 2003, is entered into by between Tallahassee Telephone Exchange, Inc. 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:

1. INTERCONNECTION AND RESALE AGREEMENT

The Parties agree that the Agreement between the Parties shall consist of the MCI WorldCom/Sprint 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.

2. PARTIES:

CLEC is hereby substituted in the Adopted Agreement for MCI WorldCom and Sprint shall remain as the other Party to the Adopted Agreement. Except as modified herein, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

3. TERM:

This Agreement shall have a termination date of April 30, 2005, which corresponds with the termination date of the Adopted Agreement.

4. 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: Eric Larsen

President

Tallahassee Telephone Exchange, Inc.

1367 Mahan Drive Tallahassee, FL 32308 Copy to:

Julia Larsen

Vice President

Tallahassee Telephone Exchange, Inc.

1367 Mahan Drive Tallahassee, FL 32308

To Sprint:

Director - Local Carrier Markets

Sprint

6480 Sprint Parkway

Mailstop: KSOPHM0310-3A453

Overland Park, KS 66251

Copy to:

Field Service Manager 555 Lake Border Drive Apopka, FL 32703 – 5815

5. AMENDMENTS:

5.1 The following subsection will be added to Part A, Section 2 – Regulatory Approvals:

On February 20, 2003, the FCC adopted rules concerning incumbent LECs' obligations to make elements of their networks available on an unbundled basis at its open meeting. In the Matter of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Docket No. CC 01-338. The Parties agree that any effective regulatory order, rule or regulation issued as a result of such open meeting shall constitute a revision or modification of the Applicable Rules and either Party may request that this Agreement be renegotiated in good faith to reflect such Amended Rules. Should the Parties be unable to reach agreement with respect to the appropriate modifications to this Agreement within thirty (30) days, either party may invoke the Dispute Resolution provisions of this Agreement.

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

Tallanassee Telephone Exchange, Inc.	Sprint – Florida, Incorporated
By: Ew P. ham	By: hull Elle
Name: Eric Larsen	Name: William E. Cheek
Title: President	Title: President - Sales & Acct. Mgmt.
Date: 3/28/03	Date: 3/6/03