

# ORIGINAL



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November 13, 2003

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

RECEIVED-FPSC  
NOV 13 PM 2:21  
COMMISSION  
CLERK

RE: **Corrected Notice of Adoption of MCImetro Access Transmission Services, LLC and Sprint-Florida, Incorporated Interconnection, Unbundling, Collocation and Resale Agreement with modifications by TCG South Florida, in Docket No. 030837-TP.**

Dear Ms. Bayó:

Pursuant to Staff's request, this letter is being issued to correct punctuation and to address Staff's question regarding agreement renewal procedures.

Please find two corrected sheets and three copies of the Interconnection, Unbundling, Resale and Collocation Agreement to reflect correct punctuation for MCImetro Access Transmission Services, LLC which was filed August 19, 2003.

Also, please be advised that the TCG adoption will follow the renegotiation and termination provisions of the 2002 MCIm contract under Section 3 of Part A of that agreement. The Commission should also be advised that there are no automatic renewal provisions contained in the MCIm contract. The Parties under the agreement are required to enter negotiations for a replacement contract no later than 270 days prior to the expiration date of the agreement. This provision along with the remaining conditions found in Section 3 of Part A will be required by TCG.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning same to this writer.

- AUS \_\_\_\_\_
- CAF \_\_\_\_\_
- CMP \_\_\_\_\_
- COM \_\_\_\_\_
- CTR \_\_\_\_\_
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- OPC \_\_\_\_\_
- MMS \_\_\_\_\_
- SEC \_\_\_\_\_
- OTH \_\_\_\_\_

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact me at 850/599-1276.

Sincerely,

*Sandra A. Khayr*

Nancy Schnitzer

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

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**MASTER NETWORK INTERCONNECTION, RESALE AND COLLOCATION  
AGREEMENT**

**BETWEEN**

**SPRINT**

**AND**

**TCG SOUTH FLORIDA**

This Master Network Interconnection, Resale and Collocation Agreement ("Agreement") between TCG South Florida ("CLEC") and Sprint – Florida, Incorporated ("Sprint"), herein collectively, "the Parties", is entered into and effective this *1<sup>st</sup>* day of *July, 2003* 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 Interconnection and Resale Agreement for the State of Florida entered into by and between Sprint and MCImetro Access Transmission Services, LLC, dated March 1, 2002, including any amendments entered into as of the date hereof (the "Adopted Agreement"), amended as follows:

**1. TERM**

- 1.1. This Agreement shall be in force for the period commencing with the date set forth above and continuing until the **28<sup>th</sup> of February, 2005 (End Date)**.

**2. RATES**

- 2.1. The Florida Public Service Commission issued the Final Order on Rates for Unbundled Network Elements Provided by Sprint-Florida, Incorporated, Docket No. 990649B-TP, Order No. PSC-03-0058-FOF-TP on January 8, 2003 in which it approved new rates for Sprint's unbundled network elements (the "New Rates")
- 2.2. CLEC and Sprint agree the new Table One, attached hereto and incorporated herein by reference, reflecting the New Rates will supercede Table One in the Adopted Agreement.
- 2.3. The rates in the attached Table One do not modify the reciprocal compensation arrangement applicable between the parties. To the extent applicable under the reciprocal compensation arrangement, **End of Office**

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FPSC-COMMISSION CLERK

Switching (per MOU), Tandem Switching (per MOU), and Shared Transport (per MOU) rates in the attached Table One replace the corresponding rates in Table One of the Adopted Agreement.

**3. PERFORMANCE MEASURES**

3.1. Sprint shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards required by Applicable Law, including Docket No. 000121B-TP. In addition, Sprint's performance under this agreement shall be provided to CLEC at parity with the performance Sprint provides itself for like service(s).

**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 Adopted Agreement and this Agreement, this Agreement will control.

**5. 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: Bill Peacock  
Local Services & Access Management  
P.O. Box 6994  
Douglasville, GA 30154

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

**6. PARTIES**

CLEC is hereby substituted in the Adopted Agreement for MCImetro Access Transmission Services, LLC and Sprint shall remain as the other Party to the Adopted Agreement. Except as modified above, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.