

ORIGINAL



Nancy Schnitzer
Docket Manager

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Tallahassee, FL 32316
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November 20, 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

031068-JP

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NOV 20 PM 4:53
COMMISSION
CLERK

RE: Notice of Adoption of Sprint and MCI WorldCom Communications, Inc. ("MCI")
Interconnection, Unbundling, Collocation, and Resale Agreement by US LEC of
Florida Inc.

Dear Ms. Bayó:

Sprint-Florida, Incorporated hereby provides notice to the Florida Public Service Commission of the adoption of the Interconnection, Unbundling, Collocation, and Resale Agreement for the State of Florida entered into by Sprint and MCI WorldCom Communications, Inc. ("MCI") which was filed with the Commission on May 1, 2002 in Docket No. 020391.

US LEC of Florida Inc. is adopting the agreement as provided by Section 252(i) of the Telecom Act of 1996.

Enclosed are the original signed and two (2) copies of the agreement between Sprint-Florida, Incorporated and US LEC of Florida Inc. for your records.

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

Sincerely,

Nancy Schnitzer

RECEIVED & FILED
TH
FPSC-BUREAU OF RECORDS

cc: Mr. Greg Lunsford
6801 Morrison Blvd.
Charlotte, NC 28211-3599

Enclosure

DOCUMENT NUMBER-DATE

11800 NOV 20 03

FPSC-COMMISSION CLERK

INTERCONNECTION AND RESALE AGREEMENT

This Interconnection and Resale Agreement ("Agreement"), dated November 5, 2003, is entered into by between US LEC of Florida Inc., a North Carolina corporation ("CLEC"), and Sprint-Florida, Incorporated, a Florida corporation, ("Sprint") (Sprint and CLEC are 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 Interconnection and Resale Agreement dated March 1, 2002 by and between Sprint and MCI WorldCom Communications, Inc. ("MCI") (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 Communications, Inc. 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 February 28, 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 :	Vice President – Regulatory and Industry Affairs US LEC of Florida Inc. Morrocroft III 6801 Morrison Boulevard Charlotte, NC 28211
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General Counsel
US LEC of Florida Inc.
Morrocroft III
6801 Morrison Boulevard
Charlotte, NC 28211

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

Copy to: Field Service Manager
Sprint Local Wholesale Markets
555 Lake Border Drive, Mailstop FLAPKA0202
Apopka, Florida 32703

5. MODIFICATIONS:

The Parties have not incorporated into this Agreement the provisions of the FCC's triennial review of unbundled network elements (*In the Matter of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, Docket No. CC 01-338, rel. August 21, 2003). Either Party may request an amendment pursuant to the section 3.2 of this Agreement to incorporate such provisions of the FCC's triennial review.


6. RESERVATION OF RIGHTS:

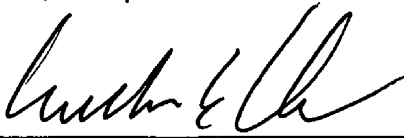
The Parties agree that nothing in this Agreement shall constitute a precedent in any other proceeding and further neither Party will assert in any other any proceeding that this Agreement should be considered as precedent. Notwithstanding neither Party waives its' rights to participate and fully present its' respective positions in any proceeding dealing with the any issue addressed in this Agreement or the Adopted Agreement.

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

US LEC of Florida Inc.

Sprint-Florida, Incorporated

By: 

By: 

Name: Wanda G. Montano

Name: William E. Cheek

Title: Vice President – Regulatory
and Industry Affairs

Title: President - Sales & Acct. Mgmt.

Date: _____

Date: 01/14/03