

ORIGINAL

Matilda Sanders

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Sent: Tuesday, March 21, 2006 12:52 PM
To: Filings@psc.state.fl.us
Subject: 041464 Letter to Kira Scott
Attachments: 041464 Letter to Kira Scott.pdf

Filed on behalf of:

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Docket No. 041464

Title of filing: Letter to Kira Scott regarding the Sprint/FDN Agreement filed on March 15, 2006

Filed on behalf of Sprint

3 pages

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March 21, 2006

Ms. Kira Scott, Esquire
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Dear Ms. Scott:

This letter is in response to your inquiry concerning the discrepancy between Section 53.1.1 of the Sprint/FDN Interconnection Agreement filed on March 15, 2006 and the Commission's Order No. PSC-06-0027-FOF-TP, issued on January 10, 2006 ("Arbitration Order"). The words "or other rates" in that section were specifically rejected by the Commission in the Arbitration Order at pages 25 and 26, and were not the subject of a request for reconsideration by either party.

In researching the basis for the discrepancy with the Sprint negotiator who prepared the agreement, it appears this was an oversight. The negotiator was working from the most recent draft of the agreement that was filed with the testimony of Sprint's witness Givner (Hearing Exhibit No. 15), which included the words "or other rates" as suggested by FDN but rejected by the Commission, as well as other FDN language that the Commission agreed should be included in the final agreement. In the haste to prepare the revised agreement reflecting the Commission's Arbitration Order (and, additionally, the Order on Reconsideration) in time to meet the deadline for filing, Sprint overlooked deleting these words from Section 53.1.1, although Sprint's intent was to reflect the language of the Arbitration Order in section 53.1.1 (consistent with the companion section 53.1.2). The inclusion of this language contrary to the Arbitration Order was never discussed by the parties in preparing the final agreement.

Sprint recognizes that both parties signed the agreement with the inclusion of the noted language, which could be considered to reflect the parties' "mutual agreement." While Sprint cannot speak to the intent of FDN, Sprint represents that, on its part, it did not intend to deviate from the language of the Arbitration Order in preparing the document.

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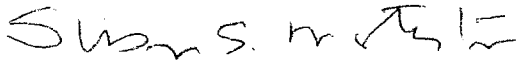
March 21, 2006

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Ms. Kira Scott

I hope this clarifies your question as to whether the deviation from the Arbitration Order was by mutual agreement of the parties. If you have any questions, or need additional information, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan S. Masterton". The signature is written in a cursive style with some stylized flourishes.

Susan S. Masterton

Cc: Parties, pursuant to the attached Certificate of Service
Steve Givner, Sprint

**CERTIFICATE OF SERVICE
DOCKET NO. 041464-TP**

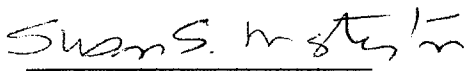
I HEREBY CERTIFY that a true and correct copy of the foregoing was served by U.S. and electronic mail on this 21st day of March, 2006 to the following:

Florida Public Service Commission
Kira Scott
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

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Susan S. Masterton