

December 9, 2002

Susan S. Masterton Attorney

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

021222-TP

RE:

Notice of Adoption of Georgia Telephone Services, Inc. and Sprint-Florida, Incorporated Interconnection, Unbundling and Resale Agreement by Progress Telecom Corporation

Dear Ms. Bayó:

Sprint-Florida, Incorporated hereby provides notice to the Florida Public Service Commission of the adoption by Progress Telecom Corporation of the Interconnection, Unbundling and Resale Agreement for the State of Florida entered into by Georgia Telephone Services, Inc. and Sprint-Florida, Incorporated which was filed with the Commission on February 19, 2002 in Docket No. 020137-TP.

Progress Telecom Corporation 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 Progress Telecom Corporation 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: Cathy Quinn

Progress Telecom Corporation 263 13<sup>th</sup> Avenue South

263 13" Avenue South

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Mail Code BB2-3

St. Petersburg, Florida 33701

Phone: 727-820-5611

Enclosure

DOCUMENT HIMPER DATE

13454 DEC-98

FPSC-COMMISSION CLERK

# **Master Network Interconnection and Resale Agreement**

This Master Network Interconnection and Resale Agreement ("Agreement") between Progress Telecom Corporation ("CLEC") and Sprint - Florida, Incorporated ("Sprint"), herein collectively, "the Parties", is entered into and effective this 1st day of August, 2002 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 Georgia Telephone Services, Inc., including any amendments entered into as of the date hereof (the "Adopted Agreement"), amended as follows:

## TERM:

This Agreement shall be in force for the period commencing with the date set forth above and continuing until the 10<sup>th</sup> of February, 2004.

#### **CONDITIONS:**

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.

On May 24, 2002, the D.C. Circuit Court of Appeals issued its opinion in U. S. Telecom Assn. V. FCC, No. 00-1012, vacating the FCC's order In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98, 14 FCC Rcd 20912 (1999). Notwithstanding any other provisions in this Agreement, Sprint reserves its right to renegotiate any provisions of this Agreement affected by the D.C. Circuit Court decision after the effective date of the decision.

### **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: Cathy J. Quinn

**Progress Telecom Corporation** 

263 13<sup>th</sup> Ave. South Mail Code BB2-3

St. Petersburg, FL 33701

727-820-5611 (T) 727-820-5973 (F)

Cquinn@progresstelecom.com

To Sprint:

Director - Local Carrier Services

Sprint

6480 Sprint Parkway

Mailstop: KSOPHM0310-3A453 Overland Park, KS 66251

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#### **PARTIES**

"SPRINT"

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

"CLEC"

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

Sprint - Florida, Incorporated	Progress Telecom Corporation
By: _ heith & Ch	By:
Name: William E. Cheek	Name: Elizabeth A. Walker
Title: President Wholesale Markets	Title:Vice President Customer Service
Date: 8/14/02	Date: 07/25/02

