

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition for approval of) DOCKET NO. 961272-TP
interconnection agreement) ORDER NO. PSC-97-0139-FOF-TP
between GTE Florida Incorporated) ISSUED: February 11, 1997
and MCI Metro Access)
Transmission Services, Inc.)
_____)

The following Commissioners participated in the disposition of this matter:

JULIA L. JOHNSON, Chairman
SUSAN F. CLARK
J. TERRY DEASON
JOE GARCIA
DIANE K. KIESLING

ORDER APPROVING INTERCONNECTION AGREEMENT
BETWEEN GTE FLORIDA INCORPORATED AND MCI METRO
ACCESS TRANSMISSION SERVICES, INC. PURSUANT TO
TELECOMMUNICATIONS ACT OF 1996

BY THE COMMISSION:

On October 24, 1996, GTE Florida Incorporated (GTEFL) and MCI Metro Access Transmission Services, Inc. (MCImetro) filed a petition for approval of an interconnection agreement. (Attachment I) The agreement was executed on October 24, 1996. The parties are seeking approval of the agreement under the Telecommunications Act of 1996 (Act).

We have reviewed GTEFL and MCImetro's proposed agreement for compliance with both Section 364, Florida Statutes, and the Act. Both encourage parties to enter into negotiated agreements to bring about local exchange competition as quickly as possible. The agreement governs the relationship between the companies regarding local interconnection trunk arrangement, points of interconnection, meet point arrangements, network services and management, 911/E911, and ancillary services such as busy line verify and interrupt, directory listings and directory distribution, directory assistance, and interim number portability. A review of the agreement by our staff indicates that it complies with the Florida Statutes and the Act.

Upon consideration, we find that GTEFL and MCImetro's proposed agreement is in compliance with Section 364, Florida Statutes, and the Act. Attachment II compares the major elements of the GTEFL and MCImetro agreement with our ordered interconnection arrangements and our other approved negotiated interconnection agreements.

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

ORDER NO. PSC-97-0139-FOF-TP
DOCKET NO. 961272-TP
PAGE 2

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the interconnection agreement between GTE Florida Incorporated and MCImetro Access Transmission Services, Inc., is approved. It is further

ORDERED that if GTE Florida Incorporated and MCImetro Access Transmission Services, Inc., should modify their agreement, they must file supplements to their agreement to the Commission for review under the provisions of 47 U.S.C. Section 252(e). It is further

ORDERED that this docket is hereby closed.

By ORDER of the Florida Public Service Commission, this 11th day of February, 1997.

BLANCA S. BAYÓ, Director
Division of Records and Reporting

by: Kay Flynn
Chief, Bureau of Records

(S E A L)

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ORDER NO. PSC-97-0139-FOF-TP
DOCKET NO. 961272-TP
PAGE 3

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900 (a), Florida Rules of Appellate Procedure.

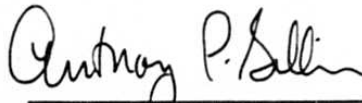
1996, §252(e). This requirement also applies to interconnection agreements negotiated before the date of enactment of that Act. *Id.* §252(a).

3. Under the federal act, an interconnection agreement can be rejected by the state commission only if the commission finds that the agreement (or any portion thereof) discriminates against a telecommunications carrier not a party to the agreement or if the implementation of that agreement is not consistent with the public interest, convenience and necessity.

4. The agreement with MCI does not discriminate against other similarly situated carriers, which may order interconnection from GTEFL under similar terms and conditions. The agreement is also consistent with the public interest, convenience and necessity. As such, GTEFL seeks approval of the agreement from the Commission as required under the federal statutory provisions noted above.

Wherefore, GTEFL respectfully requests that the Commission approve the attached interconnection agreement entered with MCI and that GTEFL be granted all other relief proper under the circumstances.

Respectfully submitted on October 24, 1996.



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Attorneys for GTE Florida Incorporated

ATTACHMENT 1

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of
Interconnection Agreement)

Docket No. *961272-TP*
Filed: October 24, 1996

**PETITION OF GTE FLORIDA INCORPORATED
FOR APPROVAL OF INTERCONNECTION AGREEMENT
WITH MCIMETRO ACCESS TRANSMISSION SERVICES, INC.**

GTE Florida Incorporated ("GTEFL") files this petition before the Florida Public Service Commission seeking approval of an interconnection agreement which GTEFL has entered with MCImetro Access Transmission Services, Inc. ("MCIm") In support of this petition, GTEFL states:

1. Florida's new telecommunications law, Chapter 95-403, requires local exchange carriers such as GTEFL to negotiate with alternative local exchange carriers "mutually acceptable prices, terms and conditions of interconnection and for the resale of services and facilities." Fla. Stat. § 364.162. In accordance with that provision, GTEFL has entered an agreement with MCIm, which has been certificated as an alternative local exchange carrier as that term is defined in § 364.02(1). This agreement is attached hereto as Attachment A.

2. The United States Congress has also recently passed legislation amending the Communications Act of 1934. This act, referred to as the Telecommunications Act of 1996, requires that any "interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission." *Telecommunications Act of*

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

INTERCONNECTION AND COMPENSATION AGREEMENT

THIS AGREEMENT is made by and between MCImetro Access Transmission Services, Inc. ("MCI_m"), a Delaware Corporation, on behalf of itself and its affiliates, and GTE Florida, Inc. ("GTE"), a Florida corporation, on behalf of itself and its affiliates, to establish the rates, terms and conditions for local interconnection.

WHEREAS, MCI_m is a telecommunications company authorized to provide telecommunications services in the state of Florida; and

WHEREAS, GTE is a telecommunications company authorized to provide telecommunications services in the state of Florida; and

WHEREAS, the parties wish to interconnect their local exchange networks in a technically and economically efficient manner, so that customers of each can seamlessly receive calls that originate on the other's network and place calls that terminate on the other's network ("Local Interconnection"); and

WHEREAS, the Florida Public Service Commission ("Commission") has issued its Order No. PSC-96-0668-FOF-TP ("Order") in which it establishes nondiscriminatory rates, terms, and conditions for interconnection involving local exchange companies and alternative local exchange companies pursuant to Section 364.162, Florida Statutes; and

WHEREAS, despite GTE's Motion for Reconsideration of the Order, the Parties do not wish to delay interconnection pending resolution of such Reconsideration, and therefore agree to complete each other's traffic under the terms of this Agreement until a superseding tariff and/or contract arrangement can be concluded between the Parties; and

WHEREAS, the Parties agree that they will negotiate in good faith revisions of this Agreement as may be appropriate pursuant to regulatory/appellate decisions pursuant to the Order when effective; and

WHEREAS, the Parties agree that the negotiation of this Agreement was not pursuant to the Telecommunications Act of 1996 ("Act") and is not intended to nor shall it constitute an agreement satisfying the terms of Sections 251 and 252 of the Act; and

WHEREAS, the Parties are actively negotiating a permanent agreement pursuant to the Telecommunications Act of 1996, the Parties agree that no term or condition in this Agreement shall have precedence with respect to such permanent agreement, and that neither Party has conceded any position for purposes of negotiation of such permanent agreement or for purposes of any proceeding before any regulatory or governmental body.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, MCI_m and GTE agree as follows:

L. DEFINITIONS

- A. "Central Office Switch", "Central Office" or "CO" means a switching entity within the public switched telecommunications network, including but not limited to:
- "End Office Switches" which are Class 5 switches from which end user Exchange Services are directly connected and offered.
 - "Tandem Office Switches" which are Class 4 switches which are used to connect and switch trunk circuits between and among Central Office Switches.
 - An ALEC or LEC may have a tandem office switch which also serves as an end office switch for purposes of these definitions.
- B. "Charge Number" is a CCS signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party.
- C. "CLASS Features" mean certain CCS-based features available to end users. CLASS features include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
- D. "Commission" means the Florida Public Service Commission.
- E. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special network fully separate from the public switched network elements that carry the actual call.
- F. "Control Office" is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.
- G. "Exchange Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Exchange Service includes basic residence and business line service, PBX trunk line service, pay phone line service, Centrex line service and ISDN line services. Exchange Service does not include Private Line, Switched and Special Access services.

- H. "Expanded Interconnection Service" or "EIS" is the collocation arrangement which GTE provides in its designated wire centers, and shall have the same meaning as set forth in GTE's Facilities for Intrastate Access Tariff, Sec. 17.
- I. "Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc., within, between or among networks.
- J. "Interexchange Carrier" or "IXC" means a provider of interLATA, interstate, or international telecommunications for hire over its own or leased facilities.
- K. "Local Exchange Carrier" or "LEC" and "Alternative Local Exchange Carrier" or "ALEC" shall mean a common carrier that is issued a Certificate of Public Convenience and Necessity to provide local exchange telecommunications service for a geographic area specified by such carrier.
- L. "Local Interconnection Trunks/Trunk Groups" provide for the origination and termination of local traffic, and/or intraLATA toll telephone traffic, as well as ALEC transit traffic.
- M. "Meet-Point Billing" refers to an arrangement whereby two local carriers (including a LEC and an ALEC) jointly provide Switched Access Service to a switched access customer to or from one of their end office switches, with each receiving, by mutual agreement, an appropriate share of their tariffed transport element revenues.
- N. "MECAB" refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more local carriers (including a LEC and an ALEC), or by one LEC in two or more states within a single LATA.
- O. "MECOD" refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee of the ATIS. The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes methods for processing orders for access service which is to be provided by two or more local carriers (including a LEC and a ALEC).

- P. "Percent Local Usage" or "PLU" is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.
- Q. "Switched Access Service" means an offering of facilities for the purpose of the origination or termination of traffic from or to Exchange Service customers in a given area pursuant to a Switched Access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, Toll Free Service, and 900 access. Switched Access does not include traffic exchanged between LECs and ALECs for purpose of local exchange interconnection.
- R. "Transit Rate" is the rate that applies to local calls sent between a LEC and an ALEC destined for a third-party LEC or ALEC.
- S. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more Central Offices, used for the provision of Exchange Services and access services, are located. However, for purposes of EIS, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

II. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

- A. The Parties shall initially reciprocally terminate local exchange traffic and IntraLATA/InterLATA toll calls originating on each other's networks as follows:
1. The Parties shall make available to each other two-way trunks for the reciprocal exchange of *combined* local, ALEC transit, AND IntraLATA toll traffic.
 2. Separate two-way trunks will be made available for the exchange of *DXC* InterLATA/IntraLATA toll traffic as detailed in section IV below.
 3. One-way trunks incoming to MCI_m and outgoing from MCI_m will be utilized for operator-assisted busy line interrupt/verify. One-way trunks outgoing from MCI_m to GTE will be utilized for directory assistance, operator assistance, and 911/E911.
- B. Trunking can be established to tandems or end offices or a combination of both via either one-way or two-way trunks as mutually agreed. Normally,

trunking will be at the DS-1 level. On a trunk group specific basis, the parties may agree to establish trunking at higher (e.g. DS-3) levels. Initial trunking will be established between the MCIIm local switching centers and the GTE access tandem(s). The parties will utilize direct end office trunking under the following conditions:

1. GTE tandem exhaust - If a GTE access tandem to which MCIIm is interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any period of time, the parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between MCIIm and GTE subscribers.
2. Traffic volume - The parties shall install and retain direct end office trunking sufficient to handle actual or reasonably forecast traffic volumes, whichever is greater, between an MCIIm local switching center and a GTE end office where traffic between such point exceeds or is forecast to exceed 125,000 minutes of local traffic per month. The parties will install additional capacity between such points when overflow traffic between the MCIIm switching center and GTE access tandem exceeds or is forecast to exceed 125,000 minutes of local traffic per month.
3. Mutual agreement - The parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above and agreement will not unreasonably be withheld.
4. There will be no charges for the trunking to either the tandem or end office other than those established herein in Section III.B.

C. Sizing and Structure of Interconnection Facilities:

1. The interconnection facilities provided by each Party shall be superframe with Alternate Mark Inversion Line Code and Superframe Format Framing ("AMI") at either the DS-1 or DS-3 level, according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning/forecasting meetings as outlined in section V.A.
2. MCIIm will provide GTE an initial forecast of 64 Kbps Clear Channel Capability ("64K CCC") trunk quantities within 30 days of executing this Agreement consistent with the forecasting agreements between the Parties. Upon receipt of this forecast, the Parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS Extended Super Frame ("ESF") facilities, for the sole purpose of transmitting 64K CCC data calls between MCIImetro and

GTE. In no case will these trunks be used for calls for which the User Service Information parameter (also referred to as "Bearer Capability") is set for "speech". Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, ALEC, or GTE internal customer demand for 64K CCC trunks. Where technically feasible, these trunks will be established as two-way.

D. Signaling

4. Signaling protocol. The parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394 including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks.
5. The Parties will provide CCS to each other in conjunction with all two-way trunk groups. The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions. All CCS signaling parameters will be provided including automatic number identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored. For terminating FGD, GTE will pass CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided by MCI where such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

E. Compensation for Call Termination

1. The following compensation rates shall apply for traffic carried from MCI to GTE;
 - a) Mutual traffic Exchange: Applicable to all local traffic.
 - b) Toll traffic: Applicable to IntraLATA toll calls based on GTE's intrastate Switched Access rates.
 - c) Transit rate: MCI shall pay a transit rate of \$.00075 when MCI uses a GTE access tandem to originate a call to a third party LEC or another ALEC. If GTE enters into an interconnection agreement with another ALEC that provides for a transit rate lower than

\$.00075, that transit rate will be substituted for the rate set in this paragraph upon the effective date of that agreement.

2. The following compensation rates shall apply for traffic carried from GTE to MCIIm;
 - a) Mutual traffic Exchange: Applicable to all local traffic.
 - b) Toll traffic: Applicable to IntraLATA toll calls based on MCIIm's Intrastate Switched Access rates.
 - c) Transit rate: GTE shall pay MCIIm a transit rate equal to the rate set in Paragraph II.E.1.c. when GTE uses a MCIIm switch to originate a call to a third party LEC or another ALEC.
 3. If mutual traffic exchange is overturned pursuant to reconsideration or appeal of the Order, then the rate reflected in Paragraphs II.E.1.a. and II.E.2.a. for compensation for call termination will be substituted with the rate set by the Commission and shall be effective retroactively to the effective date of this Agreement.
 4. The Parties will negotiate an agreement for mutual and reciprocal compensation for origination and termination of wireless service provider traffic within 60 days of the effective date of this Agreement. Failure to reach such an agreement shall not delay interconnection subject to this Agreement. Origination and termination of wireless service provider traffic shall not be blocked by either party during the negotiations.
- F. Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other party.
- G. Measurement of minutes of use over Local Interconnection Trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill-round and then rounded to the next whole minute.
- H. Each Party will provide to the other, within 20 calendar days after the end of each quarter (commencing with the first full quarter after the effective date of this Agreement), a usage report with the following information regarding traffic terminated over the Local Interconnection Trunk Groups:

- a) Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) terminated to each other over the Local Interconnection Trunk Groups, and
- b) PLU

III. POINTS OF INTERCONNECTION

- A. "Point of Interconnection" or "POI" means the physical equipment interface that establishes the technical interface, the test point and the point of operational responsibility hand-off between MCIImetro and GTE for the local interconnection of their networks.
- B. MCIIm and GTE agree to establish a single point of interconnection in the LATA in which MCIIm originates local traffic and interconnects with GTE. MCIIm will be responsible for engineering, maintaining, and bearing the costs of its network on its side of the POI. GTE will be responsible for engineering, maintaining, and bearing the costs of its network on its side of the POI. This initial point of interconnection shall be at MCIIm's collocation at 610 Morgan Street, Tampa, FLA 33602.
- C. Upon request, GTE will interconnect with MCIIm at other points using the same technical configuration or using other arrangements including but not limited to mid-span fiber meets and entrance facilities.
- D. Where an MCIImetro POI is located at a GTE facility and another LEC's POI with GTE is located at the same facility, GTE will permit MCIImetro and such other LEC to interconnect without transiting a GTE switch. The rates for such special access cross-connection shall be those approved in Florida PSC Order Nos. PSC-94-0285-FOF-TP and PSC-95-0034-FOF-TI in Docket No. 921074-TP.

IV. MEET POINT ARRANGEMENTS

- A. Two-way trunks will be established to enable MCIIm and GTE to jointly provide Switched Access Services via a GTE access tandem switch.
- B. If GTE provides intermediary functions for network access service connection between an DXC and MCIIm for the purpose of completing intraLATA and interLATA toll calls, each Party will provide their own network access services to the DXC on a meet-point basis. The meet-point billing arrangement will be Multiple Bill/Single Tariff option as defined by MECAB. GTE may charge the DXC for use of the entrance facility, the tandem switching and a mutually agreed portion of non-interconnection transport charge. GTE will not include an element for the Residual Interconnection Charge ("RIC") and MCIIm will be entitled to bill and collect the appropriate RIC and/or any other applicable rate elements.

C. Each Party will provide to the other access records sufficient to enable billing to the IXCs. Records shall be provided in the Exchange Message Record format, BellCore Standard BR 010-200-010, as amended.

D. Additional Responsibilities:

1. GTE shall provide to MCI, on a daily basis, Switched Access Detail Usage data (EMR Category 1101XX records) for calls from IXCs that have transited GTE's tandems and terminated to MCI's switching centers.
2. MCI shall provide to GTE, on a monthly basis, Switched Access Summary Usage Data (EMR Category 1150XX records) for calls to IXCs which originate at MCI's switching centers.
3. The parties will mail necessary billing information on magnetic tape or tape cartridge using EMR format to:

GTE:

GTE DATA SERVICES
ATTN: Dock D Tape Librarian
One East Telecom Parkway
Temple Terrace, Florida 33687

MCI:

CSI/NIB
ATTN: David Carr
1315 Stadium Drive
Mankato, Minnesota 56001

or at such other addresses the intended recipient previously shall have designated by written notice to the other party.

4. The parties will exchange test files to support the initial implementation of the processes as defined in Section IV of this Agreement. Exchange of test data will commence one week after AMA certification begins. Test data shall be actual recorded usage records.
5. The parties shall coordinate and exchange the billing account reference (BAR as defined by MECAB) and bill account cross reference (BACR as defined by MECAB) numbers for meet-point billing service. Each party shall notify the other if the level of billing or other BAC/BACR elements change, resulting in a new BAR/BACR number.
6. The parties shall negotiate the BIP percent for each tandem.

V. NETWORK SERVICING

A. TRUNK FORECASTING:

1. The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and or equipment are available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts shall include:
 - a) Yearly forecasted trunk quantities (which include measurements that reflect actual tandem and end office Local Interconnection and meet point trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements for no more than three (current and plus-1 and plus-2) years);
 - b) The use of Common Language Location Identifiers (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;
 - c) A description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
2. Parties shall meet to review and reconcile their forecasts.
3. If a trunk group is under 75 percent of centum call seconds (ccs) capacity on a monthly average basis for each month of any six month period, either Party may issue an order to resize the trunk group, which shall be left with not less than 25 percent excess capacity. In all cases, grade of service objectives identified in Section V.B. following shall be maintained.
4. Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

B. GRADE OF SERVICE:

1. A blocking standard of one half of one percent (.005) during the average busy hour for final trunk groups between a MCI end office

and a GTE access tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). Direct end office trunk groups are to be engineered with a blocking standard of one percent (.01).

C. TRUNK SERVICING

1. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR).
2. As discussed in this Agreement, both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. GTE's Trunk Forecasting Servicing Group will send a Trunk Group Service Request (TGSR) to MCI to trigger changes GTE desires to the Local Interconnection Trunk Groups based on GTE's capacity assessment. MCI will issue an ASR to GTE:
 - a) within 10 business days after receipt of the TGSR upon review of and in response to GTE's TGSR, or
 - b) at any time as a result of MCI's own capacity management assessment, to begin the provisioning process. The interval used for the provisioning of Local Interconnection Trunk Groups shall be no longer than the standard interval for the provisioning of GTE's Switched Access service and shall be consistent with GTE's actual provisioning intervals for its own Switched Access customers. Where the installation of Local Interconnection Trunk Groups is required within a time that is shorter than the standard interval, the Parties will make all reasonable efforts and cooperate in good faith to ensure that the mutually agreed upon due date is met.
3. Orders that comprise a major project that directly impacts the other Party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among GTE and MCI work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

VI. NETWORK MANAGEMENT

A. Protective Controls

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network,

when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. MCI and GTE will immediately notify each other of any protective control action planned or executed.

B. Expansive Controls

Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

C. Mass Calling

MCI and GTE shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

VII. 911/E911

Attached hereto as Appendix A is the "Agreement To Provision 9-1-1 Service", executed by GTE and MCI.

VIII. ANCILLARY SERVICES

A. BUSY LINE VERIFY AND INTERRUPT

1. Description: Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services on calls between their respective end users on or before the effective date of this agreement.
2. Compensation: Each Party shall charge the other Party for BLV and BLVI at the rates contained in their respective switched access tariffs.

B. DIRECTORY LISTINGS AND DIRECTORY DISTRIBUTION

1. GTE will arrange to include the primary listing of each MCI customer in the residential or business white pages directories, as appropriate, yellow page directories, as appropriate, as well as the directory assistance database. GTE will provide MCI with the appropriate database format in order for MCI to submit the necessary information in a compatible format. A primary listing is defined as either the MCI

assigned number for a customer or the customer's number for which number portability service is provided, but not both numbers.

2. GTE shall provide directory distribution, directory listings, and directory database maintenance for MCI and its customers under the same terms that GTE provides these same services to its end users. Initial Directory delivery, appropriate white and yellow page listings, and database maintenance will be at no charge. Out-of-area directory delivery and enhanced listings will be per GTE's currently-tariffed or non-discriminatorily available contract rates.
3. GTE and MCI will work cooperatively to address any payments for sales of any bulk directory lists to third parties, where such lists include MCI customer listings and any compensation due GTE for administrative functions associated with furnishing listings to third parties. GTE will not provide/sell MCI's listings to any third parties without MCI's prior written approval.
4. GTE shall work with MCI to ensure that the appropriate MCI critical customer contact information such as calling areas, service installation, repair, and customer service, is included in the informational pages of the appropriate GTE directories. GTE shall provide this critical customer contact information in its directories at no charge to MCI and will provide this information in a nondiscriminatory manner.

C. DIRECTORY ASSISTANCE

1. At MCI's request, GTE will provide to MCI unbranded directory assistance service which is comparable in every way to the directory assistance service GTE makes available to its own end users.
2. GTE will charge MCI its wholesale IXC/LEC rates for the following functionality:
 - a) per unbranded directory assistance intrastate call.
 - b) per unbranded directory assistance interstate call.

D. INTERIM LOCAL NUMBER PORTABILITY

1. GTE will make Remote Call Forwarding ("RCF") available as a means to implement interim local number portability.
2. MCI agrees to purchase RCF pursuant to GTE's rates as specified in GTE's Facilities for Intrastate Access Tariff, Sec. 18 until such time

that rates for RCF are tarified in a manner consistent with the Federal Communications Commission Order 96-286 of July 2, 1996.

3. Upon determination of rates consistent with Federal Communications Order 96-286, the rates reflected in Paragraph VIII.D.2. will be substituted with the FCC-consistent rates and shall be effective retroactively to the effective date of this Agreement.

E. 976/Information Services

MCIIm and GTE shall work cooperatively to reach agreement on all information services issues (e.g. 976, 974, N11, weather lines, sports lines, publisher lines, etc.). The subsequent "information services agreement" shall enable MCIIm and GTE to reciprocally provide information services, originate and terminate information services calls between each other, bill and collect revenues from each other's end users (including Information Providers), and reasonably compensate MCIIm and GTE. In the absence of an "information services agreement" between MCIIm and GTE, GTE will block calls incoming from MCIIm's subscribers to Information Providers.

IX. RESPONSIBILITIES OF THE PARTIES

- A. GTE and MCIIm agree to treat each other fairly, nondiscriminatorily, and equally for all items included in this Agreement, or related to the support of items included in this Agreement.
- B. MCIIm and GTE agree to exchange such reports and/or data as provided in this Agreement in Sections II.H. to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than 10 business days' written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to independent auditor paid for by the Party requesting the audit and may include review of the data described in Sections II.F and II.G., above. Such audits shall be requested within six months of having received the PLU factor and usage reports from the other party.
- C. MCIIm and GTE will review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement. GTE and MCIIm will work together to begin providing these forecasts within 30 days from the effective date of this Agreement. New trunk groups will be implemented as dictated by engineering requirements for either GTE or MCIIm.
- D. MCIIm and GTE shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both Parties shall

assigned number for a customer or the customer's number for which number portability service is provided, but not both numbers.

2. GTE shall provide directory distribution, directory listings, and directory database maintenance for MCI and its customers under the same terms that GTE provides these same services to its end users. Initial Directory delivery, appropriate white and yellow page listings, and database maintenance will be at no charge. Out-of-area directory delivery and enhanced listings will be per GTE's currently-tariffed or non-discriminatorily available contract rates.
3. GTE and MCI will work cooperatively to address any payments for sales of any bulk directory lists to third parties, where such lists include MCI customer listings and any compensation due GTE for administrative functions associated with furnishing listings to third parties. GTE will not provide/sell MCI's listings to any third parties without MCI's prior written approval.
4. GTE shall work with MCI to ensure that the appropriate MCI critical customer contact information such as calling areas, service installation, repair, and customer service, is included in the informational pages of the appropriate GTE directories. GTE shall provide this critical customer contact information in its directories at no charge to MCI and will provide this information in a nondiscriminatory manner.

C. DIRECTORY ASSISTANCE

1. At MCI's request, GTE will provide to MCI unbranded directory assistance service which is comparable in every way to the directory assistance service GTE makes available to its own end users.
2. GTE will charge MCI its wholesale DXC/LEC rates for the following functionality:
 - a) per unbranded directory assistance intrastate call
 - b) per unbranded directory assistance interstate call

D. INTERIM LOCAL NUMBER PORTABILITY

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that rates for RCF are tarified in a manner consistent with the Federal Communications Commission Order 96-286 of July 2, 1996.

3. Upon determination of rates consistent with Federal Communications Order 96-286, the rates reflected in Paragraph VIII.D.2. will be substituted with the FCC-consistent rates and shall be effective retroactively to the effective date of this Agreement.

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MCI and GTE shall work cooperatively to reach agreement on all information services issues (e.g. 976, 974, N11, weather lines, sports lines, publisher lines, etc.). The subsequent "information services agreement" shall enable MCI and GTE to reciprocally provide information services, originate and terminate information services calls between each other, bill and collect revenues from each other's end users (including Information Providers), and reasonably compensate MCI and GTE. In the absence of an "information services agreement" between MCI and GTE, GTE will block calls incoming from MCI's subscribers to Information Providers.

IX. RESPONSIBILITIES OF THE PARTIES

- A. GTE and MCI agree to treat each other fairly, nondiscriminatorily, and equally for all items included in this Agreement, or related to the support of items included in this Agreement.
- B. MCI and GTE agree to exchange such reports and/or data as provided in this Agreement in Sections II.H. to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than 10 business days' written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to independent auditor paid for by the Party requesting the audit and may include review of the data described in Sections II.F and II.G., above. Such audits shall be requested within six months of having received the PLU factor and usage reports from the other party.
- C. MCI and GTE will review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement. GTE and MCI will work together to begin providing these forecasts within 30 days from the effective date of this Agreement. New trunk groups will be implemented as dictated by engineering requirements for either GTE or MCI.
- D. MCI and GTE shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both Parties shall

share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

E. MCI_m is responsible for all Control Office functions for the meet point trunking arrangement trunks and trunk groups, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

F. MCI_m and GTE shall:

1. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
 2. Notify each other when there is any change affecting the service requested, including the due date.
 3. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
 4. Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
 5. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.
 6. Provide each other with a trouble reporting/repair contact number that is readily accessible and available 24 hours/7 days a week.
 7. Provide to each other test-line numbers and access to test lines.
 8. Cooperatively plan and implement coordinated repair procedures for the meet-point and Local Interconnection Trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.
- G. Misdirected repair calls shall be referred to the proper company at no charge and the end user shall be provided the correct contact telephone number. GTE and MCI_m shall refrain from any extraneous communications with a misdirected end user beyond making the direct referral to the correct repair telephone number.

X. TERM

Except as provided herein, MCI_m and GTE agree to interconnect pursuant to the terms defined in this Agreement for a term of one (1) year, and thereafter

the Agreement shall continue in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other party, such written notice to be provided at least 60 days in advance of the date of termination. In the event of such termination as described herein, this Agreement shall continue without interruption until a) a new interconnection agreement becomes effective between the Parties, or b) the Commission determines that interconnection shall be by tariff rather than contract and both GTE and MCI have in place effective interconnection tariffs. By mutual agreement in writing, MCI and GTE may amend this Agreement to modify the term of this Agreement.

XI. TERMINATION

- A. Termination Upon Sale.** Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof of such Party if such Party sells or otherwise transfers the area or portion thereof. The Party shall provide the other party with at least ninety (90) calendar days prior notice of such termination, which shall be effective on the date specified in the notice. The selling or transferring Party shall also identify the purchaser to the other Party at least forty five (45) days prior to such termination. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.
- B. Liability Upon Termination.** Termination of this Agreement, or any part thereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

XII. EFFECTIVE DATE

The Parties shall file this Agreement with the Florida Public Service Commission. It shall be deemed effective on the date of filing with the Commission.

XIII. FORCE MAJEURE

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other party or any other circumstances

beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other party be excused from such performance on a day-to-day basis to the extent of such interference (and the other party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

XIV. COMMISSION DECISION

This Agreement shall at all times be subject to such changes or modifications by the Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction. If any such modification renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the Agreement.

XV. LIMITATION OF LIABILITY

Neither Party shall be liable to the other for any lost profits or revenues or for any indirect, incidental, special or consequential damages arising out of or related to this Agreement or the provision of service hereunder. Notwithstanding the foregoing, a Party's liability shall not be limited in the event of its willful or intentional misconduct, including gross negligence, or its acts or omissions causing bodily injury, death or damage to tangible property.

XVI. INDEMNITY

- A. Each Party (the "Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage, expense (including reasonable attorney's fees) to third parties, proximately caused by the negligence or willful misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement. In addition, the Indemnifying Party will, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a Third Party against the Indemnified Party.
- B. The Indemnified Party will notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The Indemnified Party also will cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit.
- C. The Indemnifying Party will not be liable under this Section for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit

unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

- D. End User and Content-Related Claims. The Parties agree to release, indemnify, defend, and hold harmless the other, its affiliates and any third-party provider or operator of facilities involved in the provision of services hereinafter (collectively, the "Indemnified Parties") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by the Parties' end users against an Indemnified Party arising from the services provided pursuant to this Agreement. The Parties further agree to release, indemnify, defend, and hold harmless the Indemnified Parties from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Parties or their end users, or any other act or omission of the Parties or their end users.

XVII. ASSIGNMENT

This Agreement may not be assigned by either Party without 60 days advance written notice and the written consent of the other Party, provided neither Party shall unreasonably withhold such consent. However, no consent will be required in the event of assignment to an affiliate or subsidiary.

XVIII. DEFAULT AND DISPUTE RESOLUTION

If either Party believes the other is in breach of the Agreement or otherwise in violation of law, it shall first give the other Party written notice of such breach in writing and allow the other Party sixty (60) days to cure the alleged default. If not cured, or if any other dispute arises under this Agreement, the Parties shall first confer to discuss in good faith the alleged breach or dispute and seek resolution prior to taking any action before any court or regulator, or before making any public statement about or disclosing the nature of the dispute to any third party. Such conference shall occur at least at the Vice President level for each Party. In the case of GTE, its Vice President for Local Competition, or equivalent officer, shall participate in the meet and confer meeting, and MCI's Vice President, or equivalent officer, shall participate. Thereafter on a non-exclusive basis, the parties agree that any dispute that arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement may be brought before the Commission for a resolution of the dispute. However, each party reserves any rights it may have

to seek judicial review of any ruling made by the Commission concerning this Agreement or to seek resolution of a dispute before any other federal or state body or tribunal.

XIX. CONFIDENTIALITY AND PUBLICITY

A. All confidential or proprietary information disclosed by either Party during the negotiations and the term of this Agreement shall be protected by the Parties in accordance to the terms of this Section XVIII. Regardless of the means of disclosure, information which is disclosed by one Party ("Discloser") to the other ("Recipient") shall be protected by the Recipient pursuant to the terms of this Article XVIII if such information, because of legends or other markings, or designation as confidential pursuant to an oral disclosure. Customer information communicated for the purpose of inclusion in directory database publication shall not be considered proprietary. The following items shall be deemed proprietary to the disclosing Party and subject, without limitation, to this Agreement: orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the Federal Communications Commission. CPNI related to either Party's end user customers obtained by virtue of Local Interconnection or any other service provided under this Agreement shall be proprietary information and may not be used by the other Party for any purpose except performance of its obligations under this Agreement, and for such performance only to employees with a need to know, unless the end user customer expressly directs the other Party to disclose such information pursuant to the requirements of Section 222(c)(2) of the Telecommunications Act of 1996. If the other Party obtains such authorization it shall use only such information as is provided by such customer direction and shall not use information obtained directly or indirectly by virtue of its performance of this Agreement.

1. For a period of five (5) years from receipt of Confidential Information, Recipient shall (a) use it only for the purpose of performing under the Agreement, (b) hold it in confidence and disclose it only to employees who have a need to know it in order to perform under this Agreement, and (c) to safeguard it from unauthorized use or disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information. Recipient must obtain written authorization from Discloser before disclosing Confidential Information to any third party agent or consultant, and such third party must have executed a written agreement comparable in scope to the terms of this Section.
2. Recipient shall have no obligation to safeguard Confidential Information (a) which was in the Recipient's possession free of restriction prior to its receipt from Discloser, (b) after it becomes publicly known or available through no breach of this Agreement by Recipient, (c) after it is rightfully acquired by Recipient free of

restrictions on its disclosure, or (d) after it is independently developed by personnel of Recipient to whom the Discloser's Confidential information had not been previously disclosed.

Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Discloser has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Discloser has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

3. Each Party agrees that Discloser would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section XXII. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.
- B. Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in an advertising, promotion, or any other publicity matter.

XX.

COOPERATION ON FRAUD MINIMIZATION

The Parties shall cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unreasonably burden or harm one Party as compared to the other. At a minimum, such cooperation shall include, when permitted by law or regulation, providing the other Party, upon reasonable request, information concerning end users who terminate services to that Party without paying all outstanding charges, when that Party is notified that such end user seeks service from the other Party. If required, it shall be the responsibility of the Party seeking the information to secure the end user's permission (in the format required by law) to obtain the information. Although in most circumstances the end user's current telephone number may be retained by the end user when switching local service providers, if an end user has past due charges associated with the account, for which payment arrangements have not been made with the relinquishing Party, the end user's previous telephone number will not be made available to the acquiring Party until the end user's outstanding balance has been paid.

XXI. EXPENSES

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

XXII. INDEPENDENT CONTRACTOR RELATIONSHIP

The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding.

XXIII. PROTECTION

Impairment of Service. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service"). If either Party causes an Impairment in Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. If either Party causes an Impairment in Service, the Party whose network or service is being impaired shall, as soon as possible, notify the Party causing the Impairment of Service of the nature and location of the problem for immediate resolution.

XXIV. UNIQUE CIRCUMSTANCES

MCIm and GTE acknowledge that the terms of this Agreement are appropriate for initial tandem-level interconnections between the Parties, given the particular networks deployed by each and the need for swift deployment of interconnection trunks. This Agreement shall not, therefore, be considered precedential with regard to interconnection between any other parties.

XXV. PUBLICITY

Neither party will issue any public announcement or otherwise publicize the existence or terms of this Agreement without the consent of the other. The Parties intend to issue a joint press release announcing this Agreement upon its execution.

XXVI. EXECUTION IN DUPLICATE

This Agreement may be executed in duplicate copies, and, upon said execution, shall be treated as an executed document.

XXVII. NOTICES

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

GTE Florida, Inc.
201 N. Franklin
MC FLTC0616
Tampa, FL 33602
Attn: Regional Director
Reg./Indust. Affairs

MCImetro Access Transmission
Services, Inc.
8521 Leesburg Pike
Vienna, VA 22182
Attn: President

Copies of Notices to:

GTE Florida, Inc.
201 N. Franklin
MC FLTC0009
Tampa, FL 33602
Attn: Carrier Markets East

MCI Telecommunications
1801 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
Attn: General Counsel

Each Party shall inform the other of any changes in the above addresses.

XXVIII. AMENDMENT

The Parties may mutually agree to amend this Agreement in writing. This Agreement may not be amended except by written amendment.

XXIX. WAIVERS

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

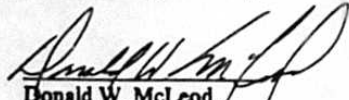
XXX. CHOICE OF LAWS

This Agreement shall be governed by, and construed and enforced in accordance with the federal Communications Act of 1934, as amended by the Telecommunications Act of 1996, and, to the extent that such law is inapplicable to a particular matter, then the laws of the State of Florida, without regard to its conflict of laws principles, shall govern.

XXXL. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the Parties and supersedes any and all prior Agreements, arrangements, representations or understandings relating to the subject matter hereof.

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


Donald W. McLeod
V.P. Regulatory and Govt. Affairs
GTE Florida, Inc.


Nate Davis
Chief Operating Officer
MCImetro Access Transmission
Services, Inc.

APPENDIX A

AGREEMENT TO PROVISION 9-1-1 SERVICE

THIS AGREEMENT is made by and between GTE Florida Incorporated (GTE), on behalf of itself and its affiliates and MCImetro Access Transmission Services, Inc. ("MCIIm") on behalf of itself and its affiliates for the provision of Enhanced 9-1-1 service.

WHEREAS, GTE is a telecommunications company certificated to provide local exchange and other telecommunications services within the State of Florida; and

WHEREAS, MCIIm is a telecommunications company certificated to provide local exchange and other telecommunications services within the State of Florida; and

WHEREAS, one of the services GTE provides is Enhanced 9-1-1 (E9-1-1) to the county government entities (Counties) pursuant to tariff. In order to provide this E9-1-1 service, GTE provides to the Counties certain network facilities and an E9-1-1 database management service/automatic location identification inquiry retrieval service for the purpose of providing E9-1-1 service; and

WHEREAS, MCIIm desires to purchase from GTE certain E9-1-1 features, facilities or services in order to provide MCIIm's customers the ability to access the existing countywide E9-1-1 service; and

WHEREAS, GTE is willing to furnish, install and maintain these features, facilities, or services subject to the terms and conditions set forth below.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

**ARTICLE I.
DEFINITIONS**

1. "Automatic Number Identification (ANI)" is a feature that identifies and displays the number of a telephone that originates a 9-1-1 call.

2. "Automatic Location Identification (ALI)" is a proprietary database developed for E9-1-1 systems that provides for a visual display of the caller's telephone number, address and the names of the emergency response agencies that are responsible for that address. The Alternative Local Exchange Company will provide ALI record information in National Emergency Number Association (NENA) Version #2 format. The ALI also shows a Service Provider Number Portability (SPNP) number if applicable.

3. "Alternative Local Exchange Company (ALEC)" is a company certificated by the Florida Public Service Commission to provide local exchange telecommunications services in Florida on or after July 1, 1995.

4. "Emergency Response Agency" is a governmental entity authorized to respond to requests from the public to meet emergencies.

5. "National Emergency Number Association (NENA)" is an association with a mission to foster the technological advancement, availability and implementation of 9-1-1.

6. "Service Provider Number Portability (SPNP)" is a service arrangement whereby ALEC end users changing local service providers may retain existing telephone numbers when remaining at their current location or changing their location within the geographic area served by the initial carrier's serving central office.

7. "Database Records" are the residential, business and government subscriber records used by GTE to create and maintain databases required for E9-1-1 purposes.

8. "MCIIm Database Records" are the MCIIm customer records to be provided by MCIIm to GTE for inclusion in GTE's E9-1-1 database.

9. "Emergency Service Number (ESN)" is a number assigned to the ALI and selective routing databases for all subscriber telephone numbers. The ESN designates a unique combination of fire, police and emergency medical service response agencies that serve the address location of each in-service telephone number.

10. "Enhanced 9-1-1 Service (E9-1-1)" means a telephone communication service which will automatically route a call dialed "9-1-1" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the emergency response agencies responsible for the location from which the call was dialed.

11. "Master Street Address Guide (MSAG)" is a database defining the geographic area of an E9-1-1 service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and emergency service numbers provided by the counties or their agents to GTE.

12. "Public Safety Answering Point (PSAP)" is the public safety communications center where 9-1-1 calls placed by the public for a specific geographic area will be answered.

13. "Selective Routing" is a service which automatically routes an E9-1-1 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 9-1-1, irrespective of telephone company exchange or wire center boundaries.
14. "Database Management System (DBMS)" is the computer system used to create, sort, manipulate and update the data required to provide selective routing and ALI.
15. "E9-1-1 Message Trunk" is a dedicated line, trunk or channel between two central offices or switching devices which provide a voice and signaling path for 9-1-1 calls.
16. "ALI Entry" is executed through GTE's ALI Gateway. MCI may purchase a software program from GTE that automates the process of building ALI records in the National Emergency Number Association (NENA) standard format. It provides limited accuracy checks to aid preparation of ALI records to be uploaded in GTE's DBMS.
17. "ALI Gateway (Gateway)" is a telephone company computer facility that interfaces with MCI's 9-1-1 administrative site to receive ALI data from MCI. Access to the Gateway will be via a dial-up modem using a common protocol.
18. "9-1-1 Site Administrator" is a person assigned by MCI to establish and maintain E9-1-1 service location information for its subscribers.
19. "P.01 Transmission Grade of Service (GOS)" means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

ARTICLE II.
SERVICES TO BE PROVIDED BY GTE

1. E9-1-1 Trunk. GTE, at MCI's option, shall provide a minimum of two (2) E9-1-1 trunks per Numbering Plan Area (NPA) code [or that quantity which will maintain P.01 transmission grade of service, whichever is the higher grade of service]. These trunks will be dedicated to routing 9-1-1 calls from MCI's switch to a GTE selective router. The nonrecurring charge and monthly rates associated with 9-1-1 trunks are shown on Attachment A.
2. E9-1-1 Selective Routing. This service provides the selective routing of E9-1-1 calls received from MCI's switching office. This includes the ability to receive the ANI of MCI's subscriber, selectively route the call to the appropriate PSAP, and forward the subscriber's ANI to the PSAP. The nonrecurring charge and monthly rate associated with this service are shown on Attachment A.

3. E9-1-1 Automatic Location Information (ALI)/Selective Routing Database Administration. ALI is a proprietary database developed for E9-1-1 systems that is designed to be retrieved via an ANI input for display on a terminal at a PSAP attendant's position. The address component of the database is the correct address location associated with each subscriber's access line. These records are neither telephone company service records nor directory addresses, but a new database created specifically for the E9-1-1 system extracted from address information developed by GTE from the telephone companies participating in the system and the County(ies). The ALI database will be managed by GTE, but is the property of GTE and any participating telephone company and ALEC for those records provided by the company. The rates for this service are contained in the company's tariff to the County(ies).
4. E9-1-1 ALI Entry Software. This service is a personal computer software program that automates the process of building ALI records of ALEC customers in the National Emergency Number Association (NENA) standard format. It provides for some limited accuracy checks and uploading the records to GTE. The nonrecurring charge and monthly rate associated with this service are shown on Attachment A.
5. Selective Routing Boundary Maps. Copies of Selective Routing Boundary Maps are available at the rate listed in Attachment A. Each map shows the boundary around the outside of the set of exchange areas served by that selective router. The map provides MCIIm the information necessary to set up its network to route E9-1-1 callers to the correct selective router.
6. Service Provider Number Portability (SPNP). All MCIIm lines that have been ported via SPNP will reach the correct PSAP when 9-1-1 is dialed. GTE will send both the ported number and the MCIIm number (if both are received from MCIIm). The PSAP attendant will see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent.
7. Copies of MSAG. This service will be provided within three business days from the time requested. They will be provided on paper, diskette, magnetic tape, or in a format suitable for use with desktop computers at the rates listed in Attachment A.

ARTICLE III
REQUIREMENTS AND RESPONSIBILITIES

1. MCIIm is required to order or provide a minimum of two E9-1-1 service trunks per NPA code served, or that quantity which will maintain a P.01 transmission grade of service, whichever is the higher standard.
2. MCIIm shall ensure that its switch provides an eight-digit ANI consisting of an information digit and the seven-digit exchange code. MCIIm shall also ensure that its switch provides the line number of the calling station.

3. MCIIm shall be solely responsible for providing MCIIm database records to GTE for inclusion in GTE's ALI database on a timely basis.
4. MCIIm must send database records to GTE through GTE's ALI Gateway or other mutually acceptable medium. This can be done by using GTE's E9-1-1 ALI Entry Software or GTE will accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) Version #2 format and according to procedures set forth in GTE Practice No. 444-400-003, Enhanced 9-1-1 Standards for Data Exchange.
5. Record information for MCIIm using GTE ALI Entry Software must be forwarded according to the format and procedures established in GTE's "GTE ALI Entry User's Guide" which will be provided with the purchase of the GTE ALI Entry Software Program. MCIIm will assign an E9-1-1 site administrator charged with the responsibility of forwarding MCIIm end user ALI record information to GTE. If MCIIm plans to use its own software, MCIIm may order a copy of the "GTE ALI Entry User's Guide" at the rate listed on Attachment A.
6. MCIIm will provide information on new customers to GTE within one (1) business day of the order completion. GTE will update the database within two (2) business days of receiving the data from MCIIm. If GTE detects an error in the MCIIm provided data, the data will be returned to MCIIm within two (2) business days from when it was provided to GTE. MCIIm must also respond to requests from GTE to make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry will be allowed only in the event that the system is not functioning properly.
7. GTE shall work with the county to provide MCIIm the ten-digit POTS number of each PSAP which sub-tends each GTE selective router/911 tandem to which MCIIm is interconnected.
8. GTE will notify MCIIm 48 hours in advance of any scheduled testing or maintenance affecting MCIIm 911 service, and provide notification as soon as possible of any unscheduled outage affecting MCIIm 911 service.

ARTICLE IV.
DISCLAIMER, LIMITATION OF LIABILITY

1. The rates charged for the E9-1-1 service do not include, and GTE does not undertake, the tasks of inspection or constant monitoring to discover errors, defects or malfunctions in the service. MCIIm is responsible for reporting all errors, defects and malfunctions to GTE. GTE will provide to MCIIm a point of contact for reporting errors, defects, and malfunctions and will also provide escalation contact(s).

2. 9-1-1 service provided under this Agreement is for the benefit of MCI_m. The provision of 9-1-1 service shall not be interpreted, construed or regarded as being either expressly or implied for the benefit of, or creating any obligation toward, any person or legal entity other than MCI_m.

3. Neither Party shall be liable to the other for any lost profits or revenues or for any indirect, incidental, special or consequential damages arising out of or related to this Agreement or the provision of service hereunder. Notwithstanding the foregoing, a Party's liability shall not be limited in the event of its willful or intentional misconduct, including gross negligence, or its acts or omissions causing bodily injury, death or damage to tangible property. In connection with this limitation of liability, the parties recognize that GTE may, from time to time, provide advice, make recommendations or supply other analysis related to the equipment or services described in this Agreement and, while GTE shall use its best efforts in this regard, MCI_m acknowledges and agrees that this limitation of liability shall apply to provision of such advice, recommendations and analysis.

4. GTE shall not be liable or responsible for any failure of the E9-1-1 system to provide accurate ALI for calls originating from MCI_m subscribers when the associated ALI has been provided by MCI_m to GTE, unless such failure results from GTE's own negligence.

5. MCI_m shall hold harmless and indemnify GTE from and against any and all claims, demands, causes of action, any liabilities whatsoever, including costs, expenses and reasonable attorney's fees, incurred as a result of personal injury, bodily injury, or property damage and any penalties and fines, arising out of, in connection with, or resulting from the acts or omissions by MCI_m in failing to provide customer data to GTE for inclusion in GTE's E9-1-1 System or for inaccuracies contained in the customer data provided to GTE for inclusion in the E9-1-1 database.

6. MCI_m agrees to indemnify, save and hold GTE harmless from any and all claims for injury or damages of any nature arising out of or as a result of any act or omission of MCI_m and its respective employees, directors, officers or agents in connection with implementing or the provision of the E9-1-1 system.

7. GTE agrees to indemnify, save and hold MCI_m harmless from any and all claims for injury or damages of any nature arising out of or as a result of any act or omission of GTE and its respective employees, directors, officers or agents in connection with implementing or the provision of the E9-1-1 system.

ARTICLE V.
PROPRIETARY INFORMATION

1. It is the parties' intent that all information obtained from MCI_m for inclusion in GTE's 9-1-1 database records shall be used solely by the Counties for answering, handling and

responding to emergency calls in a manner consistent with the nature of the emergency. MCIIm shall develop and implement procedures to prevent the unauthorized or illegal use of the name, telephone and address of any of its subscribers in the database created by MCIIm for inclusion in GTE's database records.

ARTICLE VI.
TERMINATION AND CANCELLATION

1. Cancellation of any service or facility ordered under this Agreement in whole or in part by MCIIm prior to the establishment thereof will require payment to GTE of an amount equal to the cost of engineering, manufacturers' billing resulting from equipment orders, installations, assembly, labor, cost of removal, database development, and any other costs incurred by the Company up to the time of cancellation resulting from MCIIm's order for service.

2. If either party refuses or fails in any material respect to properly perform its obligations under this Agreement, violates any of the material terms or conditions of this Agreement, or in the event MCIIm permits unauthorized use of the E9-1-1 database, such refusal, failure or violation shall constitute a default. In such event, the nondefaulting party may notify the other party in writing of the default and allow that party 30 calendar days to cure such default. If the defaulting party does not cure the default within 30 calendar days, the non-defaulting party shall have the right to terminate this Agreement upon written notice to the other party and seek all appropriate legal remedies.

ARTICLE VII.
TERM

1. The effective date of this Agreement shall be the date of signature and acceptance by GTE. This Agreement shall continue in effect for a period of one (1) year following the date signed by GTE, and thereafter for successive one-year periods, unless terminated in accordance with Article VI, modified by mutual agreement of the parties, or terminated by ninety (90) days written notice from either party to the other.

2. This Agreement must be executed by authorized representatives of both parties. It will be considered to be in full force and effect on and after the effective date when signed by both parties.

ARTICLE VIII.
PAYMENT TERMS

responding to emergency calls in a manner consistent with the nature of the emergency. MCIIm shall develop and implement procedures to prevent the unauthorized or illegal use of the name, telephone and address of any of its subscribers in the database created by MCIIm for inclusion in GTE's database records.

ARTICLE VI
TERMINATION AND CANCELLATION

1. Cancellation of any service or facility ordered under this Agreement in whole or in part by MCIIm prior to the establishment thereof will require payment to GTE of an amount equal to the cost of engineering, manufacturers' billing resulting from equipment orders, installations, assembly, labor, cost of removal, database development, and any other costs incurred by the Company up to the time of cancellation resulting from MCIIm's order for service.

2. If either party refuses or fails in any material respect to properly perform its obligations under this Agreement, violates any of the material terms or conditions of this Agreement, or in the event MCIIm permits unauthorized use of the E9-1-1 database, such refusal, failure or violation shall constitute a default. In such event, the nondefaulting party may notify the other party in writing of the default and allow that party 30 calendar days to cure such default. If the defaulting party does not cure the default within 30 calendar days, the non-defaulting party shall have the right to terminate this Agreement upon written notice to the other party and seek all appropriate legal remedies.

ARTICLE VII
TERM

1. The effective date of this Agreement shall be the date of signature and acceptance by GTE. This Agreement shall continue in effect for a period of one (1) year following the date signed by GTE, and thereafter for successive one-year periods, unless terminated in accordance with Article VI, modified by mutual agreement of the parties, or terminated by ninety (90) days written notice from either party to the other.

2. This Agreement must be executed by authorized representatives of both parties. It will be considered to be in full force and effect on and after the effective date when signed by both parties.

ARTICLE VIII
PAYMENT TERMS

1. MCI shall pay any applicable one-time charges. The recurring charges for the system shall be billed monthly by GTE thirty (30) days in advance. The bill will be due upon presentation to MCI and will be considered delinquent if received after the late payment date printed on the bill. The late payment date will not be less than 22 days from the postmark date on the billing envelope.

2. If payment is not received by the late payment date printed on the bill or within 22 days from the postmark date on the billing envelope, a late charge penalty will be applied as defined in GTE's General Services Tariff, Section A2.4.6.

ARTICLE IX. SUBCONTRACTORS

1. GTE may enter into subcontracts with third parties, including GTE affiliates, for the performance of any of GTE's duties and obligations herein.

2. MCI may enter into subcontracts with third parties, including MCI affiliates, for the performance of any of MCI's duties and obligations herein.

ARTICLE X. INFRINGEMENT

1. GTE shall defend at its own expense all claims, proceedings, and/or suits alleging infringement or misappropriation of any patent, trademark, copyright, trade secret or violation of any other intellectual property or proprietary rights by reason of the use, sale or licensing of system software furnished to MCI under this Agreement, or the use of licensed system software within the scope of the licenses granted under this Agreement, and shall defend, indemnify, protect and save MCI from all claims, actions, suits, costs, expenses, damages, including reasonable attorneys' fees and payments, as a result of such claims of infringement or misappropriation, and if the use shall be enjoined, GTE shall, at its option, replace the enjoined system software or service with a suitable substitute free of the infringement or misappropriation; or shall procure for MCI's benefit a license or other right to use the same, or shall remove the enjoined system software and refund to MCI the amount paid to GTE therefor for such infringing or misappropriated system software. GTE shall have total control over the defense, negotiation and settlement of each case. However, MCI shall be permitted to participate in such defense, negotiation or settlement by counsel at its own choosing and expense.

2. No undertaking of GTE in this section shall apply to any infringement or misappropriation or any claim of infringement or misappropriation or claim which arises solely from GTE's adherence to MCI's written instructions or directions or which arise solely from the use of system software with equipment, devices or software not supplied by GTE other than:

A. Commercial merchandise which is available on the open market with which system software is designated to operate; or

B. Items of GTE's origin, design or selection.

3. MCIIm shall give GTE prompt notice of any claims of such infringement or misappropriation and of all suits and, except as otherwise indicated herein, full opportunity and authority to assume the sole defense thereof where GTE is obligated to indemnify MCIIm hereunder, including appeals, and to settle such suits, and shall furnish upon GTE's request and at GTE's expense all disclosure information and reasonable assistance available to MCIIm.

ARTICLE XI.
NOTICES

All notices provided for in this Agreement shall be in writing addressed to the appropriate party's representative designated below at the respective address set forth or to such other address or representative as is specified by notice provided. If such notice is sent by mail it shall be certified, return receipt requested, and shall be considered given when deposited in the U.S. mail.

GTE Florida, Inc.
201 N. Franklin
MC FLTC0911
Tampa, FL 33602
Attn: Ronald C. Hatton, Sr. Administrator,
911 Program Manager

MCImetro Access Transmission
Services, Inc.
8521 Leesburg Pike
Vienna, VA 22182
Attn: President

Copies of Notices to:

GTE Florida, Inc.
201 N. Franklin
MC FLTC0009
Tampa, LF 33602
Attn: Carrier Markets East

MCI Telecommunications
1801 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
Attn: General Counsel

ARTICLE XII.
GENERAL PROVISIONS

1. Independent Contractor Relationship. GTE shall remain an independent contractor in performing services under this Agreement and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of

labor, health and safety, working conditions and payment of wages. The persons provided by GTE shall be solely GTE's employees and shall not be considered employees of MCI. GTE shall be responsible for payment of federal, state and municipal taxes and costs such as Social Security, unemployment, Workers' Compensation, disability insurance, and federal and state withholding with respect to its employees.

2. **Limitation of Actions.** No action, regardless of form, arising out of the subject matter of this Agreement may be brought by either party more than two (2) years after the cause of action has accrued.

3. **Delayed Performance.** In the event performance of this Agreement, or any obligation hereunder, is prevented, restricted or interfered with by reason of acts of God, wars, revolution, civil corruption, acts of public enemy, embargo, acts of the Government in its sovereign capacity, labor difficulties, including, without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment from vendor, changes requested by MCI, or any other circumstances beyond the reasonable control and without the fault or negligence of the party affected. The party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased), provided, however, that the party so affected shall use its best reasonable efforts to avoid or remove such causes of nonperformance and both parties shall proceed whenever such causes are removed or cease.

4. **Assignment.** MCI may not assign this Agreement without GTE's written consent.

5. **Waiver.** The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force.

6. **Tariffs.** To the extent this Agreement is inconsistent with the terms of any GTE tariff approved and on file with the Florida Public Service Commission, the terms and conditions of any such tariff shall supersede the terms of this Agreement and shall apply to the provision of the service by GTE to MCI. Each party agrees to cooperate with each other and with any regulatory agency to obtain any required regulatory approvals. During the term of this Agreement, each party agrees to continue to cooperate with the other and with any regulatory agency, as necessary, so that the benefits of this Agreement may be achieved. GTE agrees that it will not provide this service to any other customer similarly situated to MCI at rates or on terms and conditions more favorable than those provided to MCI.

7. **Governing Law: Venue.** This Agreement is to be governed and construed according to the substantive law of the State of Florida. MCI consents to personal jurisdiction

in that state, and the parties further agree that proper venue shall be there. The prevailing party in any such action shall be entitled to recover costs and reasonable attorneys' fees.

8. Severability. Any provision of this Agreement prohibited by law or regulation in the State of Florida shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement, unless the general intent of the Agreement would be altered.

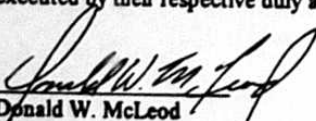
9. Section Headings. The section headings in this Agreement are for convenience only and do not constitute any part of this Agreement and shall not be considered in its interpretation.

10. Amendments, Modifications and Supplements. Amendments, modifications and supplements to this Agreement are allowed and will be binding on the parties after the effective date, provided such amendments, modifications and supplements are in writing, and signed by an authorized representative of each party who has the authority to accept such changes. The term "this Agreement" shall be deemed to include any such future amendments, modifications and supplements.

11. Entire Agreement. This Agreement and all attachments and written modifications shall constitute the entire agreement of the parties pertaining to the subject matter of this Agreement and shall supersede all prior negotiations, proposals and representations, whether written or oral, concerning such subject matter. No representations, understandings, agreements or warranties, express or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein. Any alteration or modification of this Agreement must be in writing, signed by the authorized representatives of the parties, which, for GTE, is the individual authorized to accept this Agreement.

This Agreement is a binding contract when signed by the authorized representatives of MCI and GTE, but shall not be valid unless signed and accepted by GTE where indicated below. The effective date of this Agreement is the date indicated where agreed to and executed for GTE.

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


Donald W. McLeod
V.P. Regulatory and Govt. Affairs
GTE Florida, Inc.


Nate Davis
Chief Operating Officer
MCI metro Access
Transmission Services, Inc.

ATTACHMENT A

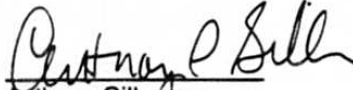
<u>Description</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
E9-1-1 trunk, fixed rate each trunk	\$ 89.00	\$26.00
E9-1-1 trunk, per airline mile each trunk	N/A	1.50
E9-1-1 Selective Routing, per trunk	260.00	30.00
Selective Routing Boundary Maps	44.00	N/A
E9-1-1 ALI Entry Software, per package (optional)	250.00	11.00
E9-1-1 ALI Entry User's Guide, per copy (optional)	30.00	N/A
MSAG Copies, per county diskette or magnetic tape	45.00	N/A
paper copy	110.00	N/A

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of GTE Florida Incorporated's Petition For
Approval of Interconnection Agreement with MCImetro Access Transmission Services,
Inc. was hand-delivered on October 24, 1996 to:

Staff Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850


Anthony Gillman

INTERCONNECTION AGREEMENT BETWEEN
GTEFL AND MCIMETRO

Request for Additional Information
Needed From the Parties for Docket No. 961272-TP

Section II.E.1.b. - Tariff Reference for "Toll Traffic: Applicable to IntraLATA toll calls based on GTEFL's intrastate Switched Access rates."

Section II.E.2.b. - Tariff Reference for "Toll Traffic: Applicable to IntraLATA toll calls based on MCImetro's Intrastate Switched Access rates."

Section VIII.A.2. - Tariff Reference for "Compensation: Each Party shall charge the other Party for BLV and BLVI at the rates contained in their respective switched access tariffs."

Section VIII.C.2. - Tariff Reference for "GTE will charge MCIm its wholesale IXC/LEC rates for the following functionality:

- a) per unbranded directory assistance intrastate call.
- b) per unbranded directory assistance interstate call."

Appendix A. Article II.3. - Tariff Reference for "The rates for this service are contained in the company's tariff to the County(ies)."



**FACSIMILE
TRANSMITTAL
COVER SHEET**

**REGULATORY AND
INDUSTRY AFFAIRS (FL)**

DATE: January 7, 1997

TO: Berry Rios

LOCATION: _____

TEL. NO.: 904-413-6179

FAX. NO.: 904-413-6180

FROM: Faverly Y. Manard

LOCATION: Tampa, FL - MC.FLTC0816

TEL. NO.: 813/483-2528

FAX.: 813/223-4888

MESSAGE: update including MCI information

NUMBER OF PAGES
INCLUDING THIS PAGE: 2

**GTEFL/MCI Agreement
Docket No. 961272-TP**

SECTION	GTEFL TARIFF REFERENCES
II.E.1.b.	Intrastate Access Tariff, Section 8.6
VIII.A.2.	Intrastate Access Tariff, Section 8.3
VIII.C.2.a)	Intrastate Access Tariff, Section 9.5
VIII.C.2.b)	GTOC FCC No. 1, Section 8.5
Appendix A. Article II.3.	General Services Tariff, Section A24

SECTION	MCI TARIFF REFERENCES
II.E.2.b.	FPSC Price List No. 1, Access Services
VIII.A.2.	To be filed later

END

Attachment II

Arrangements Set by the Commission

950984, 950985	BellSouth - MCImetro and MFS-FL
Interconnection	Mutual traffic exchange
Unbundling/Resale	\$17.00 - 2-wire voice grade analog loop (interim) \$ 2.00 - 2-wire analog port (interim)
Temporary Number Portability	\$ 1.00 res. or bus. - \$.50 per additional path and \$10.00 per order nonrecurring charge

950984, 950985	GTEFL - MFS-FL
Interconnection	Mutual traffic exchange
Unbundling/Resale	\$ 20.00 - 2-W voice grade analog loop \$ 25.00 - 4-W voice grade analog loop \$ 20.00 - 2-W ISDN digital loop \$250.00 - 4-W DS-1 digital loop, (interim) First System \$154.00 - Add'l System (interim) \$ 6.00 - 2-W & 4-W analog line ports \$ 20.00 - 2-W ISDN digital line port \$ 6.00 - 2-W analog DID trunk port, plus tariffed DID charges \$ 60.00 - 4-W DS-1 digital DID trunk port, plus tariffed DID charges \$350.00 - 4-W ISDN DS-1 digital port
Temporary Number Portability	\$ 1.00 res. or bus. - \$.50 per additional path and \$10.00 per order nonrecurring charge

950984, 950985	United/Centel - Time Warner, Continental, & MFS-FL
Interconnection	Mutual traffic exchange
Unbundling/Resale	\$15.00 - 2-wire voice grade analog loop (interim) \$ 7.00 - 2-wire analog port (interim)
Temporary Number Portability	\$ 1.00 res. or bus. - \$.50 per additional path and \$10.00 per order nonrecurring charge

Agreements Negotiated and Approved by the Commission

950985	MCImetro - BellSouth **
Interconnection	\$0.011/minute - Florida Rate
Unbundling/Resale	Not a part of agreement.
Temporary Number Portability	\$ 1.25 res. & \$1.50 bus. - \$.50 per additional path and \$25.00 per order nonrecurring charge

** Agreement allows MCImetro to take interconnection or temporary number portability via a Commission ordered tariff or another agreement.

960228	GTEFL - Intermedia
Interconnection	\$.011136/minute, w/105% cap
Unbundling/Resale	\$23.00 - 2-wire voice grade analog loop
Temporary Number Portability	\$1.25 res. or bus. - \$.50 per additional path and \$5.00 per order nonrecurring charge

950696, 950737, 950984, 950985	* BellSouth - FCTA, Time Warner, Intermedia, Teleport, Sprint Metro, & Continental
Interconnection	\$.01052/minute, w/105% cap
Unbundling/Resale	\$21.15 - 2-wire voice grade analog loop
Temporary Number Portability	\$1.25 res., \$1.50 bus. - \$.50 per additional path and \$25.00 per order nonrecurring charge

* Approved under state law.

960719	BellSouth - Time Warner/Digital Media Partners
Interconnection	\$0.01/minute; however, Mutual traffic exchange will apply: Months 1-6 Months 7-12 if out of balance <=\$40,000 Months 13-18 if out of balance <=\$30,000 Months 19-24 if out of balance <=\$20,000
Unbundling/Resale	No Agreement. Bell offered retail rate minus avoided costs but did not identify what the avoided costs were.
Temporary Number Portability	\$1.15 res. for 6 paths - \$.50 per additional path \$2.25 bus. for 10 paths - \$.50 per additional path No nonrecurring charge

960769	BellSouth - Intermedia
Interconnection	\$0.01028/minute w/ 105% Cap -Dedicated \$0.01056/minute w/ 105% Cap -Tandem However, Mutual traffic exchange will apply: Months 1-6 Months 7-12 if out of balance < \$40,000 Months 13-18 if out of balance < \$30,000 Months 19-24 if out of balance < \$20,000
Unbundling/Resale	<u>Unbundling:</u> \$ 2.00 - Residence Port \$ 4.50 - Business Port \$ 7.50 - PBX Trunk Port \$ 2.00 - Rotary Service \$ 0.0275/1st minute - Usage on Port \$ 0.0125/Add'l minutes - Usage on Port \$ 17.00 - Unbundled Exchange Access Loop \$140.00 - NRC 1st Loop \$ 45.00 - NRC Add'l Loop \$ 28.50 - Unbundled Inter. Office Channel \$ 1.65 - 1-08 Miles \$ 1.60 - 9-25 Miles \$ 1.55 - Over 25 Miles <u>Resale:</u> 18% off Residential Retail Rates 12% off Business Retail Rates
Temporary Number Portability	\$1.15 res. for 6 paths - \$.50 per additional path \$2.25 bus. for 10 paths - \$.50 per additional path No nonrecurring charge

960791	United/Centel - Intermedia
Interconnection	Option A - \$2,137 DS-1 Port Option B - \$.01979/minute, w/105% cap
Unbundling/Resale	\$19.05 - 2-wire voice grade analog loop
Temporary Number Portability	\$ 1.25 res. or bus. - \$.50 per additional path and \$25.00 per order nonrecurring charge

960795	BellSouth - Telephone Company of Central Florida
Interconnection	Not a part of the agreement.
Unbundling/Resale	<u>Resale:</u> 18% off residential retail rates. 12% off business retail rates.
Temporary Number Portability	Not a part of the agreement.

960801	United/Centel - SprintMetro
Interconnection	Option A - \$2,137 DS-1 Port Option B - \$.01979/minute, w/105% cap
Unbundling/Resale	\$19.05 - 2-wire voice grade analog loop
Temporary Number Portability	\$ 1.25 res. or bus. - \$.50 per additional path and \$25.00 per order nonrecurring charge

960845	BellSouth - SouthEast
Interconnection	Not a part of the agreement.
Unbundling/Resale	<u>Resale:</u> 18% off residential retail rates. 12% off business retail rates.
Temporary Number Portability	Not a part of the agreement.

960852	BellSouth - Payphone Consultants, Inc.
Interconnection	Not a part of the agreement.
Unbundling/Resale	<u>Resale:</u> 18% off residential retail rates. 12% off business retail rates.
Temporary Number Portability	Not a part of the agreement.

960854	BellSouth - Hart Communications
Interconnection	\$0.01/minute w/ 105% Cap
Unbundling/Resale	<p><u>Unbundling:</u> \$2.00 - Residence Port \$4.50 - Business Port \$7.50 - PBX Trunk Port \$2.00 - Rotary Service \$0.0275/1st minute - Usage on Port \$0.0125/Add'l minutes - Usage on Port \$ 17.00 - Unbundled Exchange Access Loop \$140.00 - NRC 1st Loop \$ 45.00 - NRC Add'l Loop</p> <p><u>Resale:</u> 18% off Residential Retail Rates 12% off Business Retail Rates</p>
Temporary Number Portability	<p>Remote Call Forwarding: \$1.25 res. per # ported - \$.50 per additional path \$1.50 bus. per # ported - \$.50 per additional path.</p> <p>\$25.00 Nonrecurring charge.</p> <p>Direct-Inward-Dial: \$ 0.01 Per number per month recurring for both res. and bus. \$ 1.00 Per number nonrecurring charge. \$25.00 Per Order nonrecurring charge.</p>

960862	BellSouth - Teleport
Interconnection	\$0.01028/minute w/ 105% Cap -Dedicated \$0.01056/minute w/ 105% Cap -Tandem However, Mutual traffic exchange will apply: Months 1-6 Months 7-12 if out of balance < \$40,000 Months 13-18 if out of balance < \$30,000 Months 19-24 if out of balance < \$20,000
Unbundling/Resale	<u>Unbundling:</u> \$2.00 - Residence Port \$4.50 - Business Port \$7.50 - PBX Trunk Port \$2.00 - Rotary Service \$0.0275/1st minute - Usage on Port \$0.0125/Add'l minutes - Usage on Port \$ 17.00 - Unbundled Exchange Access Loop \$140.00 - NRC 1st Loop \$ 45.00 - NRC Add'l Loop <u>Resale:</u> 18% off Residential Retail Rates 12% off Business Retail Rates
Temporary Number Portability	Remote Call Forwarding: \$1.15 res. for 6 paths - \$.50 per add'l path \$2.25 bus. for 10 paths - \$.50 per add'l path No nonrecurring charge. Direct-Inward-Dial: \$ 0.01 Per number per month recurring for both res. and bus. \$ 1.00 Per number nonrecurring charge. \$25.00 Per Order nonrecurring charge.

960863	BellSouth - TriComm
Interconnection	\$0.01028/minute w/ 105% Cap -Dedicated \$0.01056/minute w/ 105% Cap -Tandem However, Mutual traffic exchange will apply: Months 1-6 Months 7-12 if out of balance < \$40,000 Months 13-18 if out of balance < \$30,000 Months 19-24 if out of balance < \$20,000
Unbundling/Resale	<u>Unbundling:</u> \$2.00 - Residence Port \$4.50 - Business Port \$7.50 - PBX Trunk Port \$2.00 - Rotary Service \$0.0275/1st minute - Usage on Port \$0.0125/Add'l minutes - Usage on Port \$ 21.15 - Unbundled Exchange Access Loop \$140.00 - NRC 1st Loop \$ 45.00 - NRC Add'l Loop <u>Resale:</u> 18% off Residential Retail Rates 12% off Business Retail Rates
Temporary Number Portability	Remote Call Forwarding: \$1.25 res. per # ported - \$.50 per additional path \$1.50 bus. per # ported - \$.50 per additional path. \$25.00 Nonrecurring charge. Direct-Inward-Dial: \$ 0.01 Per number per month recurring for both res. and bus. \$ 1.00 Per number nonrecurring charge. \$25.00 Per Order nonrecurring charge.

960864	BellSouth - American MetroComm
Interconnection	\$0.01028/minute w/ 105% Cap -Dedicated \$0.01056/minute w/ 105% Cap -Tandem However, Mutual traffic exchange will apply: Months 1-6 Months 7-12 if out of balance < \$40,000 Months 13-18 if out of balance < \$30,000 Months 19-24 if out of balance < \$20,000
Unbundling/Resale	<u>Unbundling:</u> \$2.00 - Residence Port \$4.50 - Business Port \$7.50 - PBX Trunk Port \$2.00 - Rotary Service \$0.0275/1st minute - Usage on Port \$0.0125/Add'l minutes - Usage on Port \$ 17.00 - Unbundled Exchange Access Loop \$140.00 - NRC 1st Loop \$ 45.00 - NRC Add'l Loop <u>Resale:</u> 18% off Residential Retail Rates 12% off Business Retail Rates
Temporary Number Portability	Remote Call Forwarding: \$1.15 res. for 6 paths - \$.50 per additional path \$2.25 bus. for 10 paths - \$.50 per additional path. No nonrecurring charge. Direct-Inward-Dial: \$ 0.01 Per number per month recurring for both res. and bus. \$ 1.00 Per number nonrecurring charge. \$25.00 Per Order nonrecurring charge.

960967	BellSouth - Intetech
Interconnection	Not a part of the agreement.
Unbundling/Resale	<u>Resale:</u> 18% off residential retail rates. 12% off business retail rates.
Temporary Number Portability	Not a part of the agreement.

960968	BellSouth - National Tel
Interconnection	\$0.010/minute w/ 105% Cap However, Mutual traffic exchange will apply: Months 1-6 Months 7-12 if out of balance < \$40,000 Months 13-18 if out of balance < \$30,000 Months 19-24 if out of balance < \$20,000
Unbundling/Resale	<u>Unbundling:</u> \$ 17.00 - Unbundled 2-Wire Local Loop \$555.00/mo/unbundled loop channelization \$490.00/non-recurring charge <u>Resale:</u> 18% off Residential Retail Rates 12% off Business Retail Rates
Temporary Number Portability	\$1.15 res. for 6 paths - \$.50 per additional path \$2.25 bus. for 10 paths - \$.50 per additional path No nonrecurring charge

960969	BellSouth - ACSI
Interconnection	Mutual traffic exchange will apply unless difference in minutes of use exceed 2 million.
Unbundling/Resale	<u>Unbundling:</u> \$ 2.00 - Residence Port \$ 4.50 - Business Port \$ 7.50 - PBX Trunk Port \$ 2.00 - Rotary Service \$ 0.0275/1st minute - Usage on Port \$ 0.0125/Add'l minutes - Usage on Port \$ 17.00 - 2-Wire Analog \$ 27.20 - 4-Wire Analog \$ 17.00 - 2-Wire ADSL/HDSL \$ 27.20 - 4-Wire HDSL \$ 27.20 - 2-Wire ISDN Digital \$400.00/mo/unbundled loop channelization \$525.00 non-recurring charge
Temporary Number Portability	\$1.15 res. for 6 paths - \$.50 per additional path \$2.25 bus. for 10 paths - \$.50 per additional path No nonrecurring charge

961053	BellSouth - MFS
Interconnection	\$0.009/minute
Unbundling/Resale	<u>Unbundling:</u> BST and MFS do not agree on the rates for unbundled loops, therefore this issue will be subject to further negotiations, FCC and/or Commission Proceedings/Orders and/or Arbitration.
Temporary Number Portability	\$1.15 res. for 6 paths - \$.50 per additional path \$2.25 bus. for 10 paths - \$.50 per additional path No nonrecurring charge

961090	GTEFL - MFS
Interconnection	\$0.009/minute w/ 105% Cap -Dedicated \$0.00075/minute w/ 105% Cap -Tandem However, Mutual traffic exchange will apply:
Unbundling/Resale	<u>Unbundling:</u> GTEFL and MFS do not agree on the rates for unbundled loops, therefore this issue will be subject to further negotiations, FCC and/or Commission Proceedings/Orders and/or Arbitration.
Temporary Number Portability	Remote Call Forwarding: \$1.15 res. for 6 paths - \$.50 per additional path \$2.25 bus. for 10 paths - \$.50 per additional path. No nonrecurring charge.

961272	GTEFL - MCIMETRO
Interconnection	\$0.00075/minute - Tandem However, Mutual traffic exchange will apply:
Unbundling/Resale	Not Applicable.
Temporary Number Portability	Remote Call Forwarding: \$1.00 - \$.50 per additional path \$10.00 nonrecurring charge.