

**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

**FILED
FEB 20 1996**

**Resolution of Petition(s) to establish)
nondiscriminatory rates, terms, and) Docket No. 950985-TP
conditions for interconnection)
involving local exchange companies and) Filed: February 20, 1996
alternative local exchange companies)
pursuant to Section 364.162, Florida)
Statutes)**

REBUTTAL TESTIMONY OF TIMOTHY T. DEVINE

ON BEHALF OF

METROPOLITAN FIBER SYSTEMS OF FLORIDA, INC.

Docket No. 950985-TP

(MFS-FL Petition Concerning Interconnection with United/Centel)

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**REBUTTAL TESTIMONY OF TIMOTHY T. DEVINE
ON BEHALF OF
METROPOLITAN FIBER SYSTEMS OF FLORIDA, INC.
(Petition re: United/Centel)
Docket No. 950985-TP**

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 **A. My name is Timothy T. Devine. My business address is MFS**
3 **Communications Company, Inc., Six Concourse Parkway, Ste. 2100,**
4 **Atlanta, Georgia 30328.**

5 **Q. ARE YOU THE SAME TIMOTHY DEVINE WHO PREVIOUSLY**
6 **FILED TESTIMONY IN THIS PROCEEDING?**

7 **A. Yes.**

8 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS**
9 **PROCEEDING?**

10 **A. To respond on behalf of Metropolitan Fiber Systems of Florida, Inc.**
11 **(“MFS-FL”) to the direct testimony in this proceeding, and particularly the**
12 **testimony of F. Ben Poag filed on behalf of Sprint-United and Sprint-Centel**
13 **(“United/Centel”).**

14 **Q. HAS MFS-FL COME TO AGREEMENT WITH UNITED/CENDEL ON**
15 **SOME OF THE ISSUES IN THIS DOCKET WITH**
16 **UNITED/CENDEL?**

17 **A. No. Despite a certain amount of progress in negotiations, MFS-FL and**
18 **United/Centel have not succeeded in reaching agreement on any issues in**

1 this proceeding. All of the issues in this proceeding therefore remain to be
2 resolved between MFS-FL and United/Centel.

3 **Q. DO YOU ADOPT YOUR REBUTTAL TESTIMONY TO GTE IN THIS**
4 **REBUTTAL TESTIMONY TO UNITED/CENTEL?**

5 **A.** Yes. Because all of the same arguments raised in my rebuttal testimony to
6 GTE apply with equal force to United/Centel, I adopt my GTE rebuttal
7 testimony in this proceeding as to United/Centel. The chart attached to the
8 GTE rebuttal testimony is attached hereto as Exhibit TTD-6. The GTE
9 rebuttal testimony makes reference to an agreement between GTE and
10 Intermedia. A similar agreement was signed between United/Centel and
11 Intermedia. A copy of that agreement is attached hereto as Exhibit TTD-7.
12 The agreement signed between MFS-FL and GTE and attached to the GTE
13 rebuttal testimony is also attached hereto as Exhibit TTD-8.

14 **Q. DID YOU RAISE OTHER ISSUES IN YOUR GTE REBUTTAL**
15 **TESTIMONY THAT YOU WILL NOT REPEAT HERE?**

16 **A.** Yes. I discussed the impact of the recently signed Telecommunications Act
17 of 1996 on this proceeding, including the fact that MFS-FL's reciprocal
18 compensation proposal, including both the bill and keep interim proposal
19 and the LRIC permanent proposal, is, unlike those of United/Centel, GTE,
20 and BellSouth, consistent with the new federal law. To the extent that I

1 have adopted the GTE testimony herein, I will not repeat this significant
2 testimony here.

3 **Q. WHAT WILL BE THE FOCUS OF YOUR ADDITIONAL REBUTTAL**
4 **TESTIMONY?**

5 **A. Although all issues remain unresolved, this testimony will focus on**
6 **additional responsive testimony to Mr. Poag's testimony on reciprocal**
7 **compensation, as well as the appropriate network architecture and the**
8 **recovery of the RIC.**

9 **Q. ARE THERE ARGUMENTS RAISED BY UNITED/CENDEL ON THE**
10 **ISSUE OF RECIPROCAL COMPENSATION THAT YOU WOULD**
11 **LIKE TO RESPOND TO DIRECTLY?**

12 **A. Yes.**

13 **Q. DO YOU BELIEVE, AS MR. POAG ARGUES, THAT THE USE OF**
14 **THE WORDS "RATE" OR "PRICE" IN SECTION 364.162,**
15 **FLORIDA STATUTES, PRECLUDES A BILL AND KEEP**
16 **ARRANGEMENT?**

17 **A. No. Although, like Mr. Poag, I am not a lawyer, Mr. Poag's formalistic**
18 **reading of the Florida statute does not square with the interpretation given to**
19 **the same words by the United States Congress. Despite the fact that the**
20 **Telecommunications Act of 1996 discusses "rates," "charges," and "pricing**

1 standards," it also clarifies that this language should not be read to exclude a
2 bill and keep arrangement. Sec. 252(d)(2)(B)(i). This Commission should
3 likewise apply such a reasonable reading of the Florida statute.

4 **Q. DOES MR. POAG MISCONSTRUE YOUR TESTIMONY ON THE**
5 **ISSUE OF TRAFFIC BALANCE?**

6 **A.** Yes. The point I made in my direct testimony (Devine Direct at 30-31) is
7 that, despite the fact that MFS-FL's traffic balance numbers with NYNEX
8 demonstrate that it would profit from exchanging monetary compensation
9 with incumbent LECs, it nonetheless supports bill and keep because it will
10 permit it to get into business with simpler, less costly arrangements. Mr.
11 Poag responds by stating that its traffic flows with four other Florida LECs
12 are out of balance. Poag Direct at 5. First, Mr. Poag neglects to note in
13 whose favor the traffic balance runs, nor does it provide specific percentages
14 for each carrier as MFS-FL has. Second, Mr. Poag has successfully driven
15 MFS-FL's point home: despite the fact that traffic is out of balance between
16 United/Centel and four other LECs, it appears that United/Centel still
17 utilizes a system of bill and keep in exchanging traffic with these LECs.

18 **Q. DO YOU AGREE WITH MR. POAG THAT THE PROPER COST**
19 **STANDARD FOR SETTING LOCAL INTERCONNECTION RATES**
20 **IS A REVENUE REQUIREMENT COST RECOVERY**

1 **METHODOLOGY (POAG DIRECT AT 6)?**

2 A. Definitely not. In fact, the federal Act states that interconnection rates
3 should be based on the cost of providing the interconnection "without
4 reference to a rate-of-return or other rate-based proceeding." Sec.
5 252(d)(1)(A)(i). MFS-FL believes that the appropriate cost methodology is
6 Long Run Incremental Cost ("LRIC"), similar to the Total Service Long
7 Run Incremental Cost ("TSLRIC") methodology advocated by AT&T and
8 MCIMetro.

9 **Q. DO YOU AGREE WITH MR. POAG THAT "IT IS NOT POSSIBLE**
10 **TO DISTINGUISH BETWEEN TOLL AND LOCAL FOR BILLING**
11 **PURPOSES" (POAG DIRECT AT 7)?**

12 A. No. In fact, GTE has agreed with MFS-FL to utilize the same trunk groups
13 for local and toll traffic. Two carriers could also utilize a Percent Local
14 Usage ("PLU") reporting system, similar to the Percent Interstate Usage
15 ("PIU") system currently utilized by interexchange carriers, verified by
16 auditing. Moreover, MFS-FL would agree to a single LATA-wide rate for
17 local and toll traffic, as has been implemented in New York and
18 Connecticut, which would eliminate this entire issue.

19 **Q. IS IT APPROPRIATE FOR MR. POAG TO ARGUE THAT MFS-FL**
20 **INTERCONNECTION RATES SHOULD BE HIGHER BECAUSE**

1 **UNITED/CENTEL'S HAS A UNIVERSAL SERVICE OBLIGATION**
2 **(POAG DIRECT AT 12-14, 16-17)?**

3 A. No. *This Commission has already addressed the appropriate universal*
4 *service mechanism, and United/Centel has recourse under the Commission's*
5 *decision if it believes that its ability to meet its universal service obligations*
6 *is impaired by competition. Moreover, the Legislature has adopted a*
7 *framework in which universal service charges should not be linked in any*
8 *way to interconnection charges. Accordingly, the suggestion that LEC*
9 *universal service obligations should result in greater interconnection*
10 *compensation, or affect what cost methodology to apply, is misguided. (I*
11 *hereby adopt the portions of my testimony in the BellSouth case (Devine*
12 *Direct at 12-13; Devine Rebuttal at 2-4) explaining this "de-linking" of*
13 *universal service and interconnection charges.).*

14 **Q. IN ADDITION TO RECIPROCAL COMPENSATION, ONE OF THE**
15 **PRINCIPAL UNRESOLVED ISSUES BETWEEN MFS-FL AND**
16 **UNITED/CENTEL IS THE APPROPRIATE NETWORK**
17 **ARCHITECTURE. PLEASE SUMMARIZE THE MFS-FL DEFAULT**
18 **NETWORK INTERCONNECTION POINT ("D-NIP") PROPOSAL.**

19 A. As I have described more fully at pages 17 through 22 of my Direct
20 Testimony, within each LATA served, MFS-FL and United/Centel would

1 identify a wire center to serve as the *interconnection* point (as MFS-FL
2 defines herein Designated Network Interconnection Point ("D-NIP")) at
3 which point MFS-FL and United/Centel would interconnect their respective
4 networks for inter-operability within that LATA. Where MFS-FL and
5 United/Centel interconnect at a D-NIP, MFS-FL would have the right to
6 specify any of the following *interconnection* methods: a) a mid-fiber meet at
7 the D-NIP or other appropriate point near to the D-NIP; b) a digital cross-
8 connection hand-off, DSX panel to DSX panel, where both MFS-FL and
9 BellSouth maintain such facilities at the D-NIP; or c) a collocation facility
10 maintained by MFS-FL, United/Centel, or by a third party.

11 Although one *meet-point* is the minimum necessary for connectivity,
12 more than one *meet-point* could be established if mutually acceptable, but
13 should not be mandated. Moreover, if an additional mutually acceptable
14 *meet-point* is established, the cost of terminating a call to that *meet-point*
15 should be identical to the cost of terminating a call to the D-NIP. At a
16 *minimum*, each carrier should be required to establish facilities between its
17 switch(es) and the D-NIP in each LATA in sufficient quantity and capacity
18 to deliver traffic to and receive traffic from other carriers.

19 Q. WHY IS THE MFS-FL PROPOSAL THE MOST EFFICIENT ONE?

20 A. MFS-FL's proposal permits the interconnecting parties—who understand

1 their networks best and have the greatest incentive to achieve
2 efficiencies—to determine where interconnection should take place, while
3 establishing minimum interconnection requirements. Devine Direct at 20.
4 If carriers are not given flexibility as to where they can interconnect,
5 inefficiencies will result. MFS-FL would therefore oppose any proposal
6 that does not permit carriers to maximize the efficiency of their networks.

7 **Q. DOES UNITED/CENDEL ACCEPT THE MFS-FL DEFAULT**
8 **NETWORK INTERCONNECTION POINT (“D-NIP”) PROPOSAL?**

9 **A.** No. Although MFS-FL was able to reach agreement on its network
10 architecture proposal with GTE, United/Centel would not agree to the MFS-
11 FL proposal in negotiations. In its direct testimony, United/Centel merely
12 states that new trunk groups will be established as required by MFS-FL
13 (Poag at 24) without addressing in any detail the issue of where
14 interconnection should take place. To the extent that United/Centel makes
15 some of the same arguments on this issue as BellSouth, I hereby adopt my
16 rebuttal testimony to BellSouth (Devine Rebuttal at 30) on this issue.

17 **Q. WHAT IS ONE OF THE KEY ISSUES THAT GTE AGREED TO BUT**
18 **UNITED/CENDEL WOULD NOT?**

19 **A.** United/Centel, in calculating how switched access charges to third parties is
20 calculated, would retain the RIC on calls terminated on MFS-FL’s network.

1 **Q. HOW SHOULD SWITCHED ACCESS CHARGES TO THIRD**
2 **PARTIES BE CALCULATED?**

3 **A.** Switched access charges to third parties should be calculated utilizing the
4 rates specified in MFS-FL's and United/Centel's respective federal and state
5 access tariffs, in conjunction with the appropriate meet-point billing factors
6 specified for each meet-point arrangement either in those tariffs or in the
7 NECA No. 4 tariff. MFS-FL should be entitled to the balance of the
8 switched access charge revenues associated with the jointly handled switched
9 access traffic (for standard tandem subtending meet-point billing for
10 interexchange carrier calls), less the amount of transport element charge
11 revenues to which United/Centel is entitled pursuant to the above-referenced
12 tariff provisions.

13 **Q. WHY SHOULD MFS-FL COLLECT THE RIC?**

14 **A.** Because this is consistent with the current practice among Florida LECs. In
15 fact, GTE has already agreed to permit MFS-FL to collect the RIC in its
16 agreement with MFS-FL. United/Centel should not, as it claims (Poag
17 Direct at 18) collect the RIC, which in current arrangements between
18 United/Centel and independents, is remitted to the end office provider, in
19 this case, MFS-FL. To permit United/Centel to collect the RIC from MFS-
20 FL but not from independents would be patently discriminatory. There is

1 therefore no justification for United/Centel to collect this windfall revenue
2 for a service, local call termination, that is provided by MFS-FL.

3 The United/Centel proposal is also completely inconsistent with
4 arrangements between LECs and arrangements established with competitive
5 carriers in other states, including New York and Massachusetts. This
6 experience in other states supports MFS' position that the carrier providing
7 the end office switching (*i.e.*, MFS) should receive the RIC.

8 **Q. SHOULD MFS-FL ALSO COLLECT THE RIC FOR TERMINATION**
9 **OF TRAFFIC ON ITS NETWORK WHEN A CALL IS RECEIVED**
10 **VIA NUMBER RETENTION?**

11 **A.** Yes. The fact that a call is a "ported" call received via number retention
12 makes no difference. United/Centel concedes that MFS-FL should receive
13 other switched access rate elements, including IXC local switching, the
14 carrier common line charge, and a portion of transport. Accordingly, MFS-
15 FL should receive the RIC under these circumstances as well in order to
16 preclude discrimination. As in the case of nonported calls, GTE also agreed
17 to let MFS-FL retain the RIC on ported calls.

18 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

19 **A.** Yes.

CERTIFICATE OF SERVICE

I, Sheila M. Beattie, do hereby certify that on this 20th day of February, 1996, copies of the foregoing documents, Rebuttal Testimony of Timothy T. Devine and Prehearing Statement of Metropolitan Fiber Systems of Florida, Inc., Docket No. 950985D-TP, were served, via federal express* or first-class mail, on the following parties:

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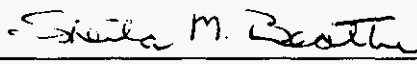
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Sheila M. Beattie

Usage Ratios in NYC Show MFS Inbound Traffic Greater Than Outbound Traffic

January 1995 through August 1995

	<u>Outbound %</u>	<u>Inbound %</u>
January	40.40	59.60
February	42.00	58.00
March	42.20	57.80
April	44.90	55.10
May	36.80	63.20
June	35.30	64.70
July	36.80	63.20
August	36.00	64.00
1/95-8/95 Eight Month Avg.	<u>38.80</u>	<u>61.20</u>

Based upon customer base of 10's of thousands of voice-grade lines.

EXHIBIT TTD-7

February 1, 1996
2:30 PM

STIPULATION AND AGREEMENT

This Stipulation and Agreement is entered into by and between the undersigned parties to settle outstanding issues in Docket No. 950985-TP, addressing the establishment, on an interim basis, of nondiscriminatory rates, terms and conditions for local interconnection pursuant to Section 364.162, Florida Statutes, issues associated with Docket No. 950737-TP, addressing a temporary telephone number portability solution, e.g., Remote Call Forwarding pursuant to Section 364.16(4), Florida Statutes, and Docket No. 950984-TP, addressing unbundling and resale of local exchange telecommunications company network features, functions and capabilities pursuant to Section 364.161, Florida Statutes, to the extent identified herein.

The undersigned parties are entering into this comprehensive Stipulation and Agreement for the purpose of facilitating the introduction of local exchange competition on an expedited basis and avoiding the uncertainty and expense of litigation. It is the intention of the undersigned parties that this comprehensive Stipulation and Agreement become effective on the date of signature and remain in effect until December 31, 1997. The undersigned parties understand that as experience is gained in the marketplace it may become apparent that prices, terms and conditions other than those set forth in this agreement for purposes of introducing competition may be more appropriate to support the continued development of competition upon the expiration of this agreement. The parties intend for this Stipulation and Agreement to establish the interim prices, terms, conditions and mechanisms necessary to facilitate the introduction of local exchange competition, as required by the above-referenced section of Florida Chapter Law 95-403. This Stipulation and Agreement will dispose of all known outstanding issues in the aforementioned dockets. Thereafter, to the extent permitted by law, the parties intend to renegotiate these provisions based upon experience gained in the marketplace.

The undersigned parties agree that the issues addressed in the aforementioned proceedings, which have been framed in response to the requirements of the above-referenced sections of Florida Chapter Law 95-403, shall be resolved during the term of this agreement as follows:

A. Local Interconnection - Docket No. 950985-TP

Section 364.16, Florida Statutes, requires, among other things, that each incumbent local exchange telecommunications company (LEC) provide access to and interconnection with its telecommunications facilities to any other provider of local exchange telecommunications services requesting such access and interconnection at non-discriminatory prices, rates, terms, and conditions established by the procedures set forth in Section 364.162, Florida Statutes. Section 364.162, Florida Statutes, provides that an alternative local exchange telecommunications company (ALEC) shall have until August 31, 1995, or sixty (60) days, to negotiate with the LEC mutually acceptable prices, terms and conditions of interconnection and for the resale of LEC services and facilities. The statute also provides that if the parties are not able to negotiate a price by August 31, 1995, or within sixty days, either party may petition the Commission to establish non-discriminatory rates, terms and conditions of interconnection and for the resale of LEC services and facilities. Whether set by negotiation or by the Commission, interconnection and resale prices, rates, terms and conditions shall be filed with the Commission before their effective date.

The parties were unable to negotiate mutually acceptable prices, terms and conditions of interconnection by August 31, 1995, or within sixty days. After further negotiations, however, the undersigned parties now agree to the following interim prices, terms, and conditions for interconnection and the exchange of traffic with Sprint United-Florida/Central-Florida (hereinafter referred to as S-UTF/CF) through December 31, 1997:

1. "Local interconnection" is defined as including the delivery of local traffic to be terminated on each company's local network, the LEC unbundled network features, functions and capabilities contained in Attachment E, and temporary telephone number portability to be implemented pursuant to Section 364.16(4), Florida Statutes. While the parties have endeavored in good faith to resolve the issues relating to local interconnection, the parties recognize that they are unable to forecast and account for every issue that may arise as this Stipulation and Agreement is implemented. Thus, to the extent that the prices, terms and conditions for local interconnection are not

specifically established herein, the additional prices, terms and conditions shall be established pursuant to negotiation or set by the Commission, upon request, as required by Section 364.161(6), Florida Statutes. If the Commission does not render its vote within 120 days, then the parties agree that the Commission's decision will be retroactive to the 120th day after a petition is filed.

2. The delivery of local traffic between the undersigned ALEC and S-UTP/CF shall be reciprocal and compensation will be mutual. S-UTP/CF makes available two forms of interconnection: a flat-rated port charge arrangement (hereinafter referred to as Option A) or a per minute of use charge (hereinafter referred to as Option B). The Option chosen by the ALEC will remain in effect for the duration of the agreement.

a. If Option A is elected, the ALEC purchases the capacity of a DS1 for terminating traffic to S-UTP/CF. Similarly, S-UTP/CF would purchase the capacity of a DS1 from the ALEC. Depending on the ALEC's network requirements and traffic patterns, the ALEC could purchase the DS1 capacity at S-UTP/CF's access tandem, local tandem or at an end office. The flat-rated port charge, Option A, is based on a fixed monthly charge for a DS1 interconnection at a tandem or an individual end office. Both the tandem and the end office port charges are developed based on the access charge rate elements. The tandem port rates include the additional switching and transport functions associated with a tandem. Also, recognizing that trunking efficiencies increase with the number of ports, a price reduction on the first three ports of 50%, 30% and 10%, respectively, is provided. This price reduction is only applicable for the first three ports in each LATA. The rates for end office and tandem connection are shown in Attachment A.

b. If Option B is elected, the parties will compensate each other using S-UTP/CF's terminating local switched access rates as provided in Attachment B for terminating local traffic on each other's network. If it is mutually agreed that the administrative costs associated with Option B are greater than the net monies exchanged, the

parties will exchange local traffic on an in kind basis, foregoing compensation in the form of cash or cash equivalent.

c. S-UTF/CF is required to reduce its intrastate switched access rates by 5% in October, 1996 per Section 364.163(6), Florida Statutes. S-UTF/CF will propose to apply the 5% reduction to the line termination rate and to spread the balance of the line termination rate element revenues proportionately to the originating and terminating carrier common line rate elements effective October 1, 1996. The resulting rate reduction will be applicable to both Option A and Option B rates.

3. When Option B is chosen, in order to mitigate the potential adverse impact on a local exchange provider which might occur because of an imbalance of terminating local traffic between the local exchange providers, and to reflect the fact that terminating costs are associated with peak period demand, a local exchange provider shall not be required to compensate another local exchange provider for more than up to one-hundred-five percent (105%) of the total minutes of use of the local exchange provider with the lower minutes of use in the same month. This cap shall apply to the total local minutes of use calculated on a company-wide basis in the State of Florida. For example, if in a given month S-UTF/CF has 10,000 minutes of local traffic terminated on an ALEC's local exchange network and the ALEC has 15,000 minutes of local traffic terminated on S-UTF/CF's local exchange network, the ALEC would be required to compensate S-UTF/CF for local interconnection on the basis of 10,500 terminating minutes (10,000 mins. X 105% = 10,500 mins.) and S-UTF/CF would compensate the ALEC for 10,000 terminating minutes. Seven additional examples are contained on Attachment C which is incorporated herein by reference. If each local provider does not have the appropriate software to measure terminating traffic then each local provider will report to the other provider the amount of local traffic terminated. Interconnecting facilities shall conform, at the minimum, to the telecommunications industry standard of

DS1 (Bellcore Standard No. TR-NWT-00499). STP (signal transfer point) SS7 (Signalling System 7) connectivity is also required.

The parties recognize that various aspects of the interconnection process including physical interconnection arrangements (i.e., collocation, midspan meet) technical requirements, trouble reporting and resolution, billing processes, resolution of operating issues, provisioning, ordering, deadlines, performance standards, recording of traffic, including start and stop time, reporting and payment, dispute resolutions, roading measurements, financial penalties for late payments, and the provision of inter-carrier clearinghouse functions are not resolved in this document, and the parties agree to cooperatively work toward resolution of these issues. Either party may petition the PSC for resolution should unresolved issues remain 90 days from the effective date of this agreement. If the Commission does not render its vote within 120 days of the petition, then the parties agree that the Commission's decision will be retroactive to the 120th day after a petition is filed.

- 4. The parties stipulate and agree that the exchange of traffic on S-UTF/CF's Extended Area Service, Extended Calling Service and other local calling routes shall be considered local traffic. The parties will therefore compensate each other for such traffic pursuant to paragraphs 2 and 3 above.
- 5. S-UTF/CF shall work with the numbering administrator and the ALEC to the extent possible to see that the ALECs have a sufficient quantity of numbering resources so that S-UTF/CF can tell whether a call from S-UTF/CF customer to an ALEC's customer is local or toll. Whenever S-UTF/CF delivers traffic to an ALEC for termination on the ALEC's network, if S-UTF/CF cannot determine whether the traffic will be local or toll because of the manner in which the ALEC uses NXX codes, S-UTF/CF will not compensate the ALEC for local interconnection but will, instead, charge the ALEC originating intrastate network access service charges unless the ALEC can provide S-UTF/CF with sufficient information to make a determination as to whether the traffic is

local or toll. In the event that the ALEC cannot determine whether traffic delivered to S-UTP/CF is local or toll, then the same provision shall apply.

- 6. Either S-UTP/CF or an ALEC will provide intermediary tandem switching and transport to connect the end user of a local exchange provider to the end user of another ALEC, a LEC other than S-UTP/CF, another telecommunications company (e.g., pay telephone provider, operator services provider) or a wireless telecommunications service provider for the purpose of making a local call. The local exchange provider performing this intermediary function will bill a \$0.002 per minute charge over and above its appropriate local interconnection rate elements on Attachment B.
- 7. When S-UTP/CF or an ALEC provides intermediary functions for network access, i.e., between an IXC and an ALEC, the ALEC and S-UTP/CF will each provide their own network access service elements on a point-to-point basis. Each carrier will bill its own access service rate elements to the IXC. S-UTP/CF or the ALEC may bill the residual interconnection charge ("RIC") to the IXC when either provides the intermediary tandem function.
- 8. The delivery of intrastate toll traffic between the undersigned ALEC and S-UTP/CF shall also be reciprocal and compensation will be mutual. The undersigned ALEC and S-UTP/CF shall pay each other identical rates for terminating the same type of traffic on each other's network. The parties will pay each other S-UTP/CF's intrastate switched network access service rate elements on a per minute of use basis for originating and terminating intrastate toll traffic as appropriate. For example, when an ALEC customer places a toll call to a S-UTP/CF customer and the ALEC serves as the toll carrier, S-UTP/CF will charge the ALEC terminating network access charges, the price of which will vary depending upon whether the call goes through a S-UTP/CF tandem or is directly routed to the S-UTP/CF end office. If the ALEC is serving as the S-UTP/CF customer's prescribed IXC, or the S-UTP/CF customer uses the ALEC on a 10XXX basis, the S-UTP/CF will charge the ALEC the appropriate originating network access

charges. Likewise, if S-UTP/CP is serving as the ALEC customer's prescribed IXC, or the ALEC customer uses S-UTP/CP on a IXCX basis, the ALEC will bill S-UTP/CP the appropriate originating network access charges. Examples of these network access rate elements and prices are identified on Attachment D which is incorporated herein by reference.

Because the undersigned parties lack sufficient data with respect to the volumes of local terminating traffic being delivered to each LEC and ALEC, the prices, terms and conditions of local interconnection agreed to herein are deemed transitional in nature. The parties deem them acceptable only in the interests of compromise to enable the introduction of local exchange competition to Florida's consumers.

The undersigned parties stipulate and agree that because the local interconnection and traffic arrangements agreed to herein are considered transitional, the agreements shall be renegotiated with the new provisions becoming effective after January 1, 1998. Accordingly, by no later than June 1, 1997, the undersigned parties shall commence negotiations with regard to their terms, conditions and prices of interconnection arrangements to be effective beginning January 1, 1998. If the parties are unable to satisfactorily negotiate new interconnection terms, conditions and prices within 90 days of commencing negotiations, any party may petition the Commission to establish appropriate interconnection arrangements. The parties will encourage the Commission to issue its order by no later than December 31, 1997. In the event the Commission does not issue its order prior to January 1, 1998, or if the parties continue to negotiate the interconnection arrangements beyond January 1, 1998, the parties stipulate and agree that the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the parties, will be effective retroactive to January 1, 1998. Until the revised interconnection arrangements become effective, the parties shall continue to exchange traffic on a reciprocal basis pursuant to the terms of this Stipulation and Agreement.

B. Unbundling and Resale of Local Exchange Telecommunications Company Network Features, Functions and Capabilities Docket No. 950984-TP

Section 364.161, Florida Statutes, requires each LEC, upon request, to unbundle each of its network features, functions and capabilities, including access to signaling data bases, systems and routing protocols, and offer them to any other telecommunications provider requesting such features, functions or capabilities for resale to the extent technically and economically feasible and at prices that are not below cost. The statute also requires that the parties first negotiate the terms, conditions and prices of any feasible unbundling request. If the parties cannot reach a satisfactory resolution within 60 days, either party may petition the Commission to arbitrate the dispute and the Commission shall make a determination within 120 days.

The undersigned parties have now satisfactorily resolved the terms, conditions and prices of these network features, functions and capabilities that are technically and economically feasible of unbundling as set forth in Attachment E, which is incorporated herein by reference. It is understood by the parties that the list of network features, functions and capabilities is not exhaustive and the parties commit to cooperate in the negotiation of additional network features, functions and capabilities as the parties' future needs require.

The parties acknowledge that the provisions of Chapter 364, Florida Statutes, relating to the unbundling and resale of facilities and services, reflect a thoughtfully crafted and well-balanced approach to the introduction of local exchange competition, and the parties therefore commit that these provisions will be fairly and equitably implemented and adhered to in order to effectuate and remain consistent with legislative intent. The parties recognize that the application of current tariffed prices for resale purposes will not be inconsistent with this commitment. The parties agree that the issue of imputation of LEC unbundled service prices into its retail rates is not addressed by the Stipulation and Agreement, and that the ALECs reserve their right to further address imputation for these services, including unbundled local loops.

C. Universal Service/Carrier of Last Resort - Docket No. 950696-TP

The parties agree that Section 364.025, Florida Statutes, contains a Legislative finding that each telecommunications company should contribute its fair share to the support of the local exchange telecommunications company's universal service/carrier of last resort ("US/COLR") obligations. For a transitional period, the Commission is required to establish an interim US/COLR mechanism for maintaining universal service and funding carrier of last resort obligations, pending the implementation of a permanent mechanism. This interim mechanism is to be implemented by January 1, 1996 and applied in a manner that ensures that each alternative local exchange company contributes its fair share to the support of the local exchange telecommunications company's US/COLR obligations. The interim mechanism shall reflect a fair share of the LEC's recovery of investment made in fulfilling its COLR obligations and the maintenance of universal service objectives. The statute further provides that the Commission shall ensure that the interim mechanism, which is to remain in effect, if necessary, until the implementation of a permanent mechanism, but not later than January 1, 2000, ensures the maintenance of universal service through a carrier of last resort, but does not impede the development of residential consumer choice or create an unreasonable barrier to competition.

The undersigned parties stipulate and agree that S-UTF/CF will guarantee the provision of universal service as the carrier-of-last-resort throughout its territory until January 1, 1996, without pursuing ALEC contributions through the interim mechanism. Notwithstanding the foregoing, if S-UTF/CF subsequently believes that competition is in any way undermining its ability to provide universal service during the duration of this agreement it may petition the Commission to commence a proceeding to quantify the amount of support, if any, needed to maintain universal service. The amount of support needed, if any, and related issues are matters of proof on a case-by-case basis. Moreover, the parties in no way waive their right to petition the Commission pursuant to Section 364.025(3), Florida Statutes.

D. Temporary Number Portability - Docket No. 950797-TP

With regard to the rates and charges to be paid for remote call forwarding between carriers, which is the temporary telephone number portability solution approved for implementation January 1, 1996, the undersigned parties agree to pay recurring rates as follows: \$1.25 per line per month per residential customer for one path and \$1.25 per line per month per business customer for one path. For additional paths, the undersigned parties agree to pay \$5.50 per month, per additional path per residential customer and \$5.50 per month, per additional path per business customer, with no additional non-recurring charge if the additional path is ordered at the same time as the first path. The undersigned parties further agree to pay a non-recurring charge of no more than \$25.00 per order for multiple residential or business lines placed on the same order in a single exchange.

The temporary number portability charges listed above shall also apply whenever a S-UTF/CF customer switches to an ALEC and changes her location within the same S-UTF/CF central office. The same charges will apply when an ALEC customer switches to S-UTF/CF and changes her location within the same ALEC central office.

For that terminating toll traffic ported to the ALEC, S-UTF/CF will bill the IXC tandem switching, the residual interconnection charge and a portion of the transport, and the ALEC will bill the IXC local switching, the carrier common line and a portion of the transport. If S-UTF/CF is unable to provide the necessary access records to permit the ALECs to bill the IXCs directly for terminating access to ported numbers, then the parties agree to work cooperatively to develop a surrogate method to approximate the access minutes and revenues, and a settlement process based on the above distribution. If intra-LATA calls are delivered to the other party via a ported number, the originating party will pay the terminating party.

E. Resolution of Disputes

The undersigned parties agree that if any dispute arises as to the interpretation of any provision of this Stipulation and Agreement or as to the proper implementation of any of the matters agreed to in this Stipulation and Agreement the parties will petition the Commission for a resolution of the dispute.

However, each undersigned party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Stipulation and Agreement.

F. Duration

This Stipulation and Agreement takes effect when signed by the parties and remains in effect until each of the matters and issues addressed by the undersigned parties or as modified by mutual consent of the parties but will terminate December 31, 1997.

G. Representations

Each person signing this Stipulation and Agreement represents that he or she has the requisite authority to bind the party on whose behalf the person is signing. By signing this Stipulation and Agreement, each undersigned party represents that it agrees to each of the stipulations and agreements set forth herein. In the event there are parties to the aforementioned dockets that do not sign this Stipulation and Agreement, the comprehensive resolution of the issues set forth in this Stipulation and Agreement shall, nonetheless, be binding upon the undersigned parties. Each undersigned party commits to use its best efforts to persuade the Commission, prior to and during the hearings scheduled in the aforementioned dockets, to accept the stipulations agreed to by the undersigned parties.

H. Limitation of Use

The undersigned parties understand and agree that this Stipulation and Agreement was entered into to resolve issues and matters which are unique to the State of Florida because of regulatory precedent and legislative requirements. The undersigned parties therefore agree that none of the agreements and stipulations contained herein shall be proffered by an undersigned party in another jurisdiction as evidence of any concession or as a waiver of any position taken by another undersigned party in that jurisdiction or for any other purpose.

I. Waivers

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

J. Billing

To the extent either party is unable to implement the exact terms of this agreement as a result of technical difficulties, a reasonable surrogate will be developed for billing until such time as an actual bill can be implemented or the parties agree that the billing is sufficient for the term of this agreement.

K. Governing Law

This Stipulation and Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles.

L. Purpose

The undersigned parties acknowledge that this Stipulation and Agreement is being entered into for the purposes of facilitating the introduction of local exchange competition, complying with the requirements of Florida Chapter Law 95-403 with respect to negotiating the matters at issue in Docket Nos. 930737-TP and 930985-TP. Neither this Stipulation and Agreement nor any action taken to reach, effectuate or further this Stipulation and Agreement may be construed as, or may be used as an admission by or against any party.

M. Arm's Length Negotiations

This Stipulation and Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Stipulation and Agreement is in the best interests of all the undersigned parties.

N. Joint Drafting

The undersigned parties participated jointly in the drafting of this Stipulation and Agreement, and therefore the terms of this Stipulation and Agreement are not intended to be construed against any undersigned party by virtue of draftsmanship.

O. Single Instrument

This Stipulation and Agreement may be executed in several counterparts, each of which, when executed, shall constitute an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Stipulation and Agreement has been executed as of the _____
day of _____, 1996, by the undersigned representatives for the parties hereto.

**Florida Cable Telecommunications
Association, Inc.**

Sprint United Telephone-Florida/Const-Florida

By: _____
Authorized Representative

By: _____
Authorized Representative

Continental Cablevision, Inc.

By: _____
Authorized Representative

Time Warner AXS/Digital Media Partners

By: _____
Authorized Representative

Intermedia Communications, Inc.

By: _____
Authorized Representative

Sprint Metropolitan Network Inc.

By: _____
Authorized Representative

February 1, 1996
2:30 PM

ATTACHMENT A

OPTION A

SPRINT UNITED TELEPHONE-FLORIDA/CENTEL-FLORIDA

LOCAL INTERCONNECTION PORT CHARGES

RATE ELEMENTS AND RATE LEVELS

Port	Tandem	End Office	Discount
1	\$2137	\$2016	30%
2	\$2992	\$2822	30%
3	\$3847	\$3629	10%
4+	\$4275	\$4032	0%

Example:

1. If S-UTP/CF purchases one port at an ALEC end office and the ALEC purchases one port at a S-UTP/CF end office, each company would pay the other \$2,016. A net difference of \$0.00.
2. If S-UTP/CF purchases one port at an ALEC end office and the ALEC purchases one port at a S-UTP/CF tandem, then S-UTP/CF would pay the ALEC \$2,016 and the ALEC would pay S-UTP/CF \$2,137. A net difference of \$121.00.

Note: S-UTP/CF will purchase a port to the ALEC for each local interconnection port purchased by the ALEC.

February 1, 1996
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ATTACHMENT B

OPTION B

SPRINT UNITED TELEPHONE-FLORIDA/CENTEL-FLORIDA

LOCAL INTERCONNECTION

RATE ELEMENTS AND RATE LEVELS

Rate Elements	Rate Levels as of February 6, 1996	
	Tandem	End Office
Transport ¹		
DS1 Local Channel - Entrance Facility ²	0.00097	0.00097
Switched Common Transport		
per minute of use per mile	0.00004	
Facilities Termination per MOU	0.00020	
Tandem Switching	0.00088	
Local Switching	0.00980	0.00980
Line Termination	0.00790	0.00790
	0.01979	0.01967

¹ Assumptions:

- Tandem Connection with Common Transport
- No Collocation
- DS1 local channel @ 9000 minutes per month and 24 voice grade equivalents

² S-UTP/CF's switched access rates, reflecting local transport restructure, have been approved with a February 6, 1996 effective date.

³ Entrance facility is optional; interconnect may also be ordered on a meet-point or virtual collocation basis in which case the special access or collocation tariffs would be applicable, respectively.

February 1, 1996
2:30 PM

ATTACHMENT C

OPTION B

EXAMPLE OF "5% CAP"

Case 1:

S-UTP/CF terminates 10,000
min. to ALEC X

ALEC X bills S-UTP/CF for
10,000 min.

ALEC X terminates 15,000
min. to S-UTP/CF

S-UTP/CF bills ALEC X for
10,500 min. (10,000 + 5%)

Case 2:

S-UTP/CF terminates 15,000
min. to ALEC X

ALEC X bill S-UTP/CF for 10,500
min. (10,000 + 5%)

ALEC X terminates 10,000
min. to S-UTP/CF

S-UTP/CF bills ALEC X for 10,000
min.

Case 3:

S-UTP/CF terminates zero
min. to ALEC X

ALEC X bills S-UTP/CF zero

ALEC X terminates 10,000
min. to S-UTP/CF

S-UTP/CF bills ALEC X zero

Case 4:

S-UTP/CF terminates 10,000
min. to ALEC X

ALEC X bills S-UTP/CF zero

ALEC X terminates zero
min. to S-UTP/CF

S-UTP/CF bills ALEC X zero

Case 5:

S-UTP/CF terminates 10,000
min. to ALEC X

ALEC X bills S-UTP/CF for
10,000 min.

ALEC X terminates 10,200
min. to S-UTP/CF

S-UTP/CF bills ALEC X for
10,200 min. (difference is less than cap)

Case 6:

S-UTF/CF terminates 10,200 min. to ALEC X

ALEC X bills S-UTF/CF for 10,200 min. (Difference is less than cap)

ALEC X terminates 10,000 min. to S-UTF/CF

S-UTF/CF bills ALEC X for 10,000 min.

Case 7:

S-UTF/CF and ALEC X both terminate 10,000 min. to each other

ALEC X and S-UTF/CF both bill each other 10,000 min.

¹ For Case 1 and Case 2 in recognition that the composition of terminating minutes could include minutes charged at an end office rate and minutes charged a tandem differential the local exchange provider who utilizes the formula for purposes of the amount of minutes to base this payment on shall calculate their payment based on the same proportion of end office minutes and tandem minutes for their total minutes in that month. For example (using Case 1):

S-UTF/CF terminates 10,000 min. to ALEC X at the end office

ALEC X bills S-UTF/CF for 10,000 min.

ALEC X terminates 15,000 min. to S-UTF/CF, 9,000 (60%) at end office rate and 6,000 (40%) at tandem rate

S-UTF/CF bills ALEC X for 10,500 min. (10,000 + 5%), 6,300 (60%) at end office rate and 4,200 (40%) at tandem rate

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ATTACHMENT D

**SPRINT UNITED TELEPHONE-FLORIDA/CENTEL-FLORIDA
 INTRASTATE SWITCHED ACCESS
 RATE ELEMENTS AND RATE LEVELS**

Rate Elements	Rate Levels as of February 6, 1996	
	UTP	CF
Carrier Common Line		
Originating	\$0.02580	\$0.030400
Terminating	\$0.03360	\$0.038200
Transport¹		
DS1 Local Channel - Entrance Facility	\$0.000970	\$0.000970
Residual Interconnection	\$0.013997	\$0.021037
Switched Common Transport per minute of use per mile	\$0.00004	\$0.000040
Facilities Termination per MOU	\$0.000200	\$0.000200
Access Tandem Switching		
Premium	\$0.000880	\$0.000880
Transitional	\$0.000877	\$0.000877
Local Switching	\$0.009800	\$0.009800
Line Termination	\$0.007900	\$0.007900

¹ Assumptions:

- Tandem Connection with Common Transport
- No Collocation
- DS1 local channel @ 9000 minutes per month and 24 voice grade equivalents

²S-UTP/CF's switched access rates, reflecting local transport restructure, have been approved with a February 6, 1996 effective date.

February 1, 1996
2:30 PM

ATTACHMENT E

UNBUNDLED NETWORK FEATURES, FUNCTIONS AND CAPABILITIES

The parties to the Stipulation and Agreement have negotiated the following additional terms, conditions and prices relating to unbundled network features, functions and capabilities:

(1) Access to 911/E911 Emergency Network.

For basic 911 service, S-UTF/CF will provide a list consisting of each municipality in Florida that subscribes to Basic 911 service. The list will also provide the E911 conversion date and for network routing purposes a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911 service. Each ALEC will arrange to accept 911 calls from its customers in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by S-UTF/CF and route that call to S-UTF/CF at the appropriate tandem or end office. When a municipality converts to E911 service, the ALEC shall discontinue the Basic 911 procedures and begin the E911 procedures.

For E911 service, the ALEC will connect the necessary trunks to the appropriate E911 tandem, including the designated secondary tandem. If a municipality has converted to E911 service, the ALEC will forward 911 calls to the appropriate E911 primary tandem, along with ANI, based upon the current E911 end office to tandem housing arrangement as provided by S-UTF/CF. If the primary tandem trunks are not available, the ALEC will alternate route the call to the designated secondary E911 tandem. If the secondary tandem trunk are not available, the ALEC will alternate route the call to the appropriate Traffic Operator Position System (TOPS) tandem.

In order to ensure the proper working of the system, along with accurate customer data, the ALEC will provide daily updates to the E911 data-base. S-UTF/CF will work cooperatively with the ALEC to define record layouts, media requirements, and procedures for this process.

In some instances S-UTF/CF is responsible for maintenance of the E911 data-base and is compensated for performing these functions by either the municipality or the ALEC - for maintaining the ALEC's information. In no event, however, shall S-UTF/CF be entitled to compensation from both parties for the same function.

(2) **Directory Listings and Directory Distribution.**

S-UTF/CF will arrange for ALECs' customers' primary listings to be included in the white page (residence and business listings) and yellow page (business listings) directories as long as the ALEC provides information to S-UTF/CF in a manner compatible with S-UTF/CF's operational system. S-UTF/CF will coordinate the printing of all customers' information in the white and yellow pages directories on the same terms and conditions and at the same compensation level as S-UTF/CF pays its publisher(s) to have its directories compiled, printed and distributed. S-UTF/CF will work cooperatively with the ALEC on issues concerning lead time, timeliness, format, and the content of listing information.

(3) **Directory Assistance Services**

S-UTF/CF will arrange for ALECs to have three options for the provision of directory assistance service. First, S-UTF/CF will provide a resale option, where the ALEC would utilize S-UTF/CF's directory assistance service for the ALEC's customers. Second, S-

UTP/CF will provide a database purchase option. Third, S-UTP/CF will provide ALECs with a database access option, when it is technically feasible for S-UTP/CF.

(4) IntraLATA 800 Traffic

S-UTP/CF will compensate ALECs for the origination of 800 traffic terminated to S-UTP/CF pursuant to the ALEC's originating switched access charges. At such time as an ALEC elects to provide 800 services, the ALEC will compensate S-UTP/CF at S-UTP/CF's originating access charges for intraLATA 800 traffic terminated to the ALEC. The originating company will record the call and forward the appropriate billing information in a standard ASD/EMR format.

(5) Busy Line Verification/Emergency Interrupt Services

S-UTP/CF and the ALECs shall mutually provide each other busy line verification and emergency interrupt services pursuant to tariff.

(6) Network Design and Management

S-UTP/CF and the ALECs will work cooperatively to install and maintain reliable interconnected telecommunications networks. A cooperative effort will include, but not be limited to, the exchange of appropriate information concerning network changes that impact services to the local service provider, maintenance contact numbers and escalation procedures. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. S-UTP/CF and the ALECs will work cooperatively to apply sound network management principles by invoking appropriate network management controls; i.e., call gapping, to alleviate or prevent network congestion. It is S-UTP/CF's intention not to charge rearrangement, reconfiguration, disconnect, or other non-recurring fees associated with the initial reconfiguration of each carrier's interconnection arrangements. However,

each ALEC's interconnection reconfigurations will have to be considered individually as to the application of a charge.

(7) CLASS Interoperability.

S-UTP/CF and the ALECs will provide LEC-to-LEC Common Channel Signaling (CCS) to one another, where available, in conjunction with all traffic in order to enable full interoperability of 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, and S-UTP/CF and the ALECs will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between their respective networks.

(8) Network Expansion.

For network expansion, S-UTP/CF and the ALECs will review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as dictated by engineering requirements for both S-UTP/CF and the ALEC. S-UTP/CF and the ALEC are required to provide each other the proper call information (i.e., originated call party number and destination call party number, CIC, OZZ, etc.) to enable each company to bill accordingly.

(9) Signaling.

In addition to CLASS interoperability, as discussed above, S-UTP/CF will offer use of its signaling network on an unbundled basis at unified rates. Signaling functionality will be available with both A-link and B-link connectivity.

(10) Local Loop

The price of S-UTP/CF 's unbundled local loop will be the price set forth in S-UTP/CF's

Special Access Tariff

**MFS/GTE
PARTIAL FLORIDA CO-CARRIER AGREEMENT**

EXHIBIT TTD-8

Pursuant to this agreement, Metropolitan Fiber Systems of Florida, Inc. ("MFS") and GTE Florida Incorporated ("GTE") (collectively, "the Parties") will extend certain arrangements to one another within each LATA in which they both operate within the state of Florida, as described and according to the terms, conditions and pricing specified hereunder. The Parties enter into this agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum.

I. RECITALS & PRINCIPLES

WHEREAS, universal connectivity between common carriers is the defining characteristic of the public switched telecommunications network in which all common carriers participate; and

WHEREAS, absent such connectivity the utility of communications services to individual consumers and to society as a whole would be severely and unnecessarily diminished; and

WHEREAS, in the service of maximum inter-operability, the Parties should be able to efficiently, flexibly, and robustly exchange traffic and signaling at well-defined and standardized points of mutually agreed interconnection; and

WHEREAS, GTE Florida Incorporated is a local exchange telecommunications company (LEC) as defined by Section 364.02(6) of the Florida Statutes. Metropolitan Fiber Systems of Florida, Inc. (MFS) is an alternative local exchange telecommunications company (ALEC) as defined by Section 364.02(1); and

WHEREAS, Section 364.16, Florida Statutes, requires, among other things, GTE Florida to provide access to, and interconnection with, its telecommunications facilities to any other provider of local telecommunications services requesting such access and interconnection at non-discriminatory prices, rates, terms, and conditions established by the procedures set forth in Section 364.162, Florida Statutes; and

WHEREAS, Section 364.161, Florida Statutes, requires each LEC, upon request, to unbundle each of its network features, functions and capabilities, including access to signaling databases, systems and routing process, and offer them to any other telecommunications provider requesting such features, functions or capabilities for resale to the extent technically and economically feasible and at prices that are not below cost; and

WHEREAS, Sections 364.16 and 364.161 also requires LECs and ALECs to attempt to negotiate satisfactory rates, terms and conditions for interconnection and unbundling. If such negotiations fail, either party has the right to file a petition with

**MFS/GTE
PARTIAL FLORIDA CO-CARRIER AGREEMENT**

the Florida Public Service Commission to establish such rates, terms and conditions; and

WHEREAS, on January 24, 1996, MFS filed petitions before the Commission in Docket Nos. 950984 and 950985 asking the Commission to establish rates, terms and conditions for interconnection and the provision of GTE Florida unbundled services and features to MFS; and

WHEREAS, GTE Florida and MFS, in an effort to avoid the uncertainties and expense of litigation before the Commission and appeals before the courts, desire to enter the following agreement which will serve as a partial settlement of Docket Nos. 950984 and 950985 noted above; and

WHEREAS, GTE Florida and MFS acknowledge and understand that this Agreement is entered into to resolve issues and matters which are unique to the State of Florida and is a result of compromise and negotiation. The parties further acknowledge that none of the provisions set forth herein shall be proffered by either GTE Florida or MFS or any of their affiliates in this or any other jurisdiction as evidence of any concession or as a waiver of any position or for any other purpose.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MFS and GTE hereby covenant and agree as follows:

II. DEFINITIONS

- A. "Automatic Number Identification" or "ANI" refers to the number transmitted through the network identifying the calling party.
- B. "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.

Central Office Switches may be employed as combination End Office/Tandem Office switches (combination Class 5/Class 4).

**MFS/GTE
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- C. **"CLASS Features" (also called "Vertical Features") include: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line/Don't Answer; Call Forwarding Don't Answer; Call Forwarding Variable; Call Forwarding - Busy Line; Call Trace; Call Waiting; Call Number Delivery Blocking Per Call; Calling Number Blocking Per Line; Cancel Call Waiting; Distinctive Ringing/Call Waiting; Incoming Call Line Identification Delivery; Selective Call Forward; Selective Call Rejection; Speed Calling; and Three Way Calling/Call Transfer.**

- D. **"Co-Location" or "Co-Location Arrangement" is an interconnection architecture method in which one carrier extends network transmission facilities to a wire center/aggregation point in the network of a second carrier, whereby the first carrier's facilities are terminated into equipment installed and maintained in that wire center by or on the behalf of the first carrier for the primary purpose of interconnecting the first carrier's facilities to the facilities of the second carrier.**

- E. **"Commission" means the Florida Public Service Commission (PSC).**

- F. **"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 that carries the actual call.**

- G. **"DID" means direct inward dialing.**

- H. **"DS-1" is a digital signal rate of 1.544 Mbps (Mega Bit Per Second).**

- I. **"DS-3" is a digital signal rate of 44.736 Mbps.**

- J. **"DSX panel" is a cross-connect bay/panel used for the termination of equipment and facilities operating at digital rates.**

- K. **"Electronic File Transfer" refers to any system/process which utilizes an electronic format and protocol to send/receive data files.**

- L. **"Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 *CRIS Exchange Message Record*, a Bellcore document which defines industry standards for exchange message records.**

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- M. "Exchange Service" refers to all basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network, and which enable such end users to place or receive calls to all other stations on the public switched telecommunications network.

 - N. "Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc., within, between or among networks. The architecture of interconnection may include several methods including, but not limited to co-location arrangements and mid-fiber meet arrangements.

 - O. "Interexchange Carrier" or "IXC" means a provider of stand-alone interexchange telecommunications services.

 - P. "Interim Number Portability" or "INP" means the transparent delivery of Local Telephone Number Portability ("LTNP") capabilities, from a customer standpoint in terms of call completion, and from a carrier standpoint in terms of compensation, through the use of existing and available call routing, forwarding, and addressing capabilities.

 - Q. "ISDN" means Integrated Services Digital Network; a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B + D). Primary Rate Interface-ISDN (PRI-ISDN) provides for digital transmission of twenty-three (23) 64 Kbps bearer channels and one 16 Kbps data channel (23 B + D).

 - R. "Line Side" refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to a ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and an ordinary telephone station set.

 - S. "Link Element" or "Link" is a component of an Exchange Service; for purposes of general illustration, the "Link Element" is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in an GTE end office wire center, to a demarcation or connector block in/at a customer's premises. Traditionally, links were provisioned as 2-wire or 4-wire copper pairs running from the end office distribution frame to the customer premise; however, a link may be

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provided via other media, including radio frequencies, as a channel on a high capacity feeder/distribution facility which may in turn be distributed from a node location to the customer premise via a copper or coax drop facility, etc. Links fall into the following categories:

"2-wire analog voice grade links" will support analog transmission of 300-3000 Hz, repeat loop start or ground start seizure and disconnect in one direction (toward the end office switch), and repeat ringing in the other direction (toward the end user). This link is commonly used for local dial tone service.

"2-wire ISDN digital grade links" will support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel. This is a 2B+D basic rate interface Integrated Services Digital Network (BRI-ISDN) type of loop which will meet national ISDN standards.

"4-wire DS-1 digital grade links" will support full duplex transmission of isochronous serial data at 1.544 Mbps. This T-1/DS-1 type of loop provides the equivalent of 24 voice grade/DSO channels.

- T. "Local Exchange Carrier" or "LEC" means any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this agreement.
- U. "Local Telephone Number Portability" or "LTNP" means the technical ability to enable an end user customer to utilize its telephone number in conjunction with any exchange service provided by any Local Exchange Carrier operating within the geographic number plan area with which the customer's telephone number(s) is associated, regardless of whether the customer's Chosen Local Exchange Carrier is the carrier which originally assigned the number to the customer, without penalty to either the customer or its chosen local exchange carrier.
- V. "Main Distribution Frame" or "MDF" is the primary point at which outside plant facilities terminate within a wire center, for interconnection to other telecommunications facilities within the wire center.
- W. "Meet-Point Billing" or "MPB" refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.

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- X. "MECAB" refers to the *Multiple Exchange Carrier Access Billing (MECAB)* document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) 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 LECs, or by one LEC in two or more states within a single LATA.
- Y. "MECOD" refers to the *Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface*, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establish methods for processing orders for access service which is to be provided by two or more LECs.
- Z. "Mid-Fiber Meet" is an interconnection architecture method whereby two carriers meet at a fiber splice in a junction box.
- AA. "NANP" means the "North American Numbering Plan", the system of telephone numbering employed in the United States, Canada, and the Caribbean countries which employ NPA 809.
- BB. "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the North American Numbering Plan ("NANP"). Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA", also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- CC. "NXX", "NXX Code", "Central Office Code" or "CO Code" is the three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the North American Numbering Plan ("NANP"). Each NXX Code contains 10,000 station

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numbers. Historically, entire NXX code blocks have been assigned to specific individual local exchange end office switches.

DD. "On-Line Transfer" means the transferring of an incoming call to another telephone number without the call being disconnected.

EE. "Permanent Number Portability" or "PNP" means the use of a database solution to provide fully transparent LTNP for all customers and all providers without limitation.

FF. "Plain Old Telephone Service Traffic" or "POTS traffic." The parties agree that this includes local traffic as defined in GTE's tariff and disagree as to whether this includes non-local intraLATA toll traffic exchanged between the parties respective exchange customers.

GG. "Port Element" or "Port" is a component of an Exchange Service; for purposes of general illustration, the "Port" is a line card and associated peripheral equipment on an GTE end office switch which serves as the hardware termination for the customer's exchange service on that switch and generates dial tone and provides the customer a pathway into the public switched telecommunications network. Each Port is typically associated with one (or more) telephone number(s) which serves as the customer's network address. Port categories include:

"2-wire analog line port" is a line side switch connection employed to provide basic residential and business type Exchange Services.

"2-wire ISDN digital line port" is a Basic Rate Interface (BRI) line side switch connection employed to provide ISDN Exchange Services.

"2-wire analog DID trunk port" is a direct inward dialing (DID) trunk side switch connection employed to provide incoming trunk type Exchange Services.

"4-wire DS-1 digital DID trunk port" is a direct inward dialing (DID) trunk side switch connection employed to provide the equivalent of 24 analog incoming trunk type Exchange Services.

"4-wire ISDN digital DS-1 trunk port" is a Primary Rate Interface (PRI) trunk side switch connection employed to provide the ISDN Exchange Services.

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- HH. "Rate Center" means the specific geographic point and corresponding geographic area which have been identified by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Exchange Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center. The "rate center area" is the exclusive geographic area which the LEC has identified as the area within which it will provide Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.
- II. "Rating Point", sometimes also referred to as "Routing Point" means a location which a LEC has designated on its own network as the homing (routing) point for traffic inbound to Exchange Services provided by the LEC which bear a certain NPA-NXX designation. Pursuant to Bellcore Practice BR 795-100-100, the Rating Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection". Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area.
- JJ. "Reference of Calls" refers to a process in which calls are routed to an announcement which states the new telephone number of an end user.
- KK. "Service Control Point" or "SCP" is the node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the SSP, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.
- LL. "Signal Transfer Point" or "STP" performs a packet switching function that routes signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services.
- MM. "Synchronous Optical Network" or "SONET" means synchronous electrical (STS) or optical (OC) channel connections between LECs.
- NN. "Switched Access Service" means the offering of facilities for the purpose of the origination or termination of non-POTS traffic to or from

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Exchange Services offered in a given area. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 access, and 900 access.

- OO. "Trunk Side" refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example a private branch exchange ("PBX") or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities, and can not be used for the direct connection of ordinary telephone station sets.
- PP. "Wire Center" means 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.

III. NETWORK INTERCONNECTION ARCHITECTURE

The Parties shall interconnect their networks as necessary to effect the Co-Carrier Arrangements identified in Parts V., VI., VII., and IX., as defined below:

- A. In each LATA identified below, the correspondingly identified wire center shall serve as the initial Designated Network Interconnection Point ("D-NIP") at which point MFS and GTE will interconnect their respective networks for inter-operability within that LATA.

LATA	D-NIP
Tampa	Tampa Main SWC (GTE) (MFS connects to GTE)
Tampa	Tampa Downtown Node (MFS) (GTE connects to MFS)

- B. Initially, MFS agrees to connect to GTE at GTE's Tampa Main Serving Wire Center (610 Morgan) and GTE agrees to reciprocally connect to MFS at MFS' Tampa downtown Node facility (Barnett Bank Building). Where MFS and GTE interconnect at a D-NIP, the parties may mutually agree to other arrangements including, but not limited to any of the following interconnection methods:
1. a mid-fiber meet at the D-NIP, or in a manhole or other appropriate junction point near to or just outside the D-NIP;

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- 2. a digital cross-connection hand-off, DSX panel to DSX panel, where both MFS and GTE maintain such facilities at the D-NIP;
 - 3. a co-location facility maintained by MFS, or by a 3rd-party with whom MFS has contracted for such purposes, at an GTE wire center, where such wire center has been designated as the D-NIP; or
 - 4. a co-location facility maintained by GTE, or by a 3rd-party with whom GTE has contracted for such purposes, at an MFS wire center, where such wire center has been designated as the D-NIP.
- C. In extending network interconnection facilities to the D-NIP, MFS shall have the right to extend its own facilities or to lease dark fiber facilities (if available) or digital transport facilities from GTE or from any 3rd-party, subject to the following terms:
- 1. Such leased facilities shall extend from any point designated by MFS on its own network (including a co-location facility maintained by MFS at an GTE wire center) to the D-NIP or associated manhole or other appropriate junction point.
 - 2. Where MFS leases such facilities from GTE, MFS shall have the right to lease under non-discriminatory tariff or contract terms from GTE.
- D. Upon reasonable notice and if agreed to by GTE, MFS and GTE may change from one of the interconnection methods specified above, to one of the other methods specified above, with no penalty, conversion, or rollover charges.

IV. NUMBER RESOURCE ARRANGEMENTS

- A. Nothing in this agreement shall be construed in any manner limit or otherwise adversely impact any MFS' right to employ or to request and be assigned any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines¹.
- B. As contemplated by the Central Office Code Assignment Guidelines, MFS will designate within the geographic NPA with which each of its assigned

¹ Last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/7/95, formerly ICCF 93-0729-010.

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NXX codes is associated, a Rate Center area within which it intends to offer Exchange Services bearing that NPA-NXX designation, and a Rate Center point to serve as the measurement point for distance-sensitive traffic to/from the Exchange Services bearing that NPA-NXX designation.

- C. MFS will also designate a Rating Point for each assigned NXX code. MFS may designate one location within each Rate Center as the Rating Point for the NPA-NXXs associated with that Rate Center; alternatively, MFS may designate a single location within one Rate Center to serve as the Rating Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by MFS within the same LATA.
- D. Until such time MFS receives specific permission from the Commission to vary its rate centers from GTE's rate centers, MFS will agree to deploy a minimum of one NXX per established GTE rate center area.
- E. To the extent GTE serves as Central Office Code Administrator for a given region, GTE will support all MFS requests related to central office (NXX) code administration and assignments in an effective and timely manner.
- F. The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.
- G. It shall be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

V. MEET-POINT BILLING ARRANGEMENTS

A. Description

- 1. MFS may establish meet-point billing arrangements with GTE in order to provide Switched Access Services to third parties via an GTE access tandem switch, in accordance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein.
- 2. Except in instances of capacity limitations, GTE shall permit and enable MFS to sub-tend the GTE access tandem switch(es) nearest

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to the MFS Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem switch, MFS shall be allowed to sub-tend the next-nearest GTE access tandem switch in which sufficient capacity is available.

3. Interconnection for the meet-point arrangement shall occur at the GTE Tampa Main Serving Wire Center (SWC) D-NIP.
4. Common channel signalling ("CCS") shall be utilized in conjunction with meet-point billing arrangements to the extent such signaling is resident in the GTE access tandem switch.
5. MFS and GTE will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this meet-point billing arrangement, including meet-point billing percentages.
6. As detailed in the MECAB document, MFS and GTE will in a timely fashion exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by MFS and GTE via the meet-point arrangement. Information shall be exchanged in Electronic Message Record ("EMR") format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.
7. MFS and GTE shall work cooperatively to coordinate rendering of meet-point bills to customers, and shall reciprocally provide each other, at no charge, the Usage Data, etc.

B. Compensation

1. Initially, billing to 3rd-parties² for the Switched Access Services jointly provided by MFS and GTE via the meet-point billing arrangement shall be according to the multiple-bill/multiple-tariff method.
2. Subsequently for billing to 3rd-parties for the Switched Access Services jointly provided by MFS and GTE via the meet-point arrangement, MFS and GTE may mutually agree to implement one

² Including any future GTE separate interexchange subsidiaries.

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of the following options: single-bill/single tariff method, single-bill/multiple-tariff method, multiple-bill/single-tariff method, or multiple-bill/multiple-tariff method. Should MFS prefer to change among these billing methods, MFS shall notify GTE of such a request in writing, 90-days in advance of the date on which such change shall be implemented.

3. Switched Access charges to 3rd-parties shall be calculated utilizing the rates specified in MFS's and GTE's respective federal and state access tariffs, in conjunction with the appropriate meet-point billing factors specified for each meet-point arrangement either in those tariffs or in the NECA No. 4 tariff.
4. MFS shall be entitled to the balance of the switched access charge revenues associated with the jointly handled switched access traffic, less the amount of transport element charge revenues³ to which GTE is entitled pursuant to the above-referenced tariff provisions.
5. MPB will apply for all traffic bearing the 800, 888, or any other non-geographic NPA which may be likewise designated for such traffic in the future, where the responsible party is an IXC. In those situations where the responsible party for such traffic is a LEC, full switched access rates will apply.

VI. RECIPROCAL TRAFFIC EXCHANGE ARRANGEMENT

A. Description

The Parties shall reciprocally terminate POTS calls originating on each others' networks, as follows:

1. The Parties shall make available to each other the following traffic exchange trunk groups for the reciprocal exchange of POTS traffic at the respective D-NIPs:
 - a. GTE shall make available to MFS, at the GTE Tampa Main SWC, trunks over which MFS shall terminate to end users of GTE-provided Exchange Services, POTS traffic originated from end users of MFS-provided Exchange Services.

³ For purposes of clarification, this does not include the interconnection charge, which is to be remitted to the end office provider, which in this case would be MFS.

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- b. MFS shall make available to GTE, at the MFS Tampa downtown Node, trunks over which GTE shall terminate to end users of MFS-provided Exchange Services, POTS traffic originated from end users of GTE-provided Exchange Service.
 - c. MFS and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. MFS and GTE agree to work cooperatively to agree on network trunking within 60 days upon execution of this agreement.
 - d. To the extent different rates are agreed upon or are ordered by the Commission for local and non-local traffic, the parties will provide each other appropriate percentages for the traffic carried over the trunk groups.
- 2. Reciprocal Traffic Exchange Arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (SONET where technically available) and shall be jointly-engineered to an objective P.01 grade of service.
 - 3. MFS and GTE agree to use their best collective efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the Reciprocal Traffic Exchange Arrangement trunk groups are maintained at consistent P.01 or better grades of service. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.
 - 4. The Parties will provide Common Channel Signalling (CCS) to one another, where and as available, in conjunction with all traffic exchange 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 signalling 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. Network signalling information such as Carrier Identification Parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided wherever such information is needed for call routing or billing. For traffic for which CCS is not available, in-band multi-frequency

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(MF), wink start, E&M channel-associated signalling with ANI will be forwarded.

5. The Parties shall establish company-wide CCS interconnections STP-to-STP. Such STP links shall be reciprocally provided.

B. Compensation

MFS and GTE do not agree as to the compensation arrangements for the exchange of POTS (local/traditional toll) traffic. The parties agree that the rates for reciprocal compensation will be in accordance with any future Commission decision or mutual agreement of the parties.

VII. SHARED NETWORK PLATFORM ARRANGEMENTS

A. 9-1-1/E9-1-1

1. Description

- a. MFS will interconnect trunk groups to the GTE 9-1-1/E-9-1-1 selective routers/911 tandems which serve the areas in which MFS provides exchange services, for the provision of 9-1-1/E9-1-1 services and for access to all sub-tending Public Safety Answering Points. GTE will provide MFS with the appropriate CLLI codes and specifications of the tandem serving area.
- b. GTE and MFS will arrange for the automated input and daily updating of 9-1-1/E-9-1-1 database information related to MFS end users. GTE will work cooperatively with MFS to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). Additionally, GTE shall work with the county to provide MFS the ten-digit POTS number of each PSAP which sub-tends each GTE selective router/9-1-1 tandem to which MFS is interconnected.
- c. GTE will use its best efforts to facilitate the prompt, robust, reliable and efficient interconnection of MFS systems to the 9-1-1/E-9-1-1 platforms.

2. Compensation

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For the provision of 911/E911 services between MFS and GTE, the parties will work cooperatively to address, any/all compensation issues within 60 days upon execution of this agreement. To the extent the parties are unable to agree within 60 days, either party may petition the Commission to seek resolution. MFS will be required to connect trunks to the 911/E911 tandem(s).

B. Exchange of 800 Traffic

1. Description

The Meet-point Billing terms and conditions contained in section V of this agreement apply for the exchange of 800 traffic.

2. Compensation

Applicable Switched Access Meet-point billing rates shall apply for all 800 calls per the terms and conditions contained in section V of this agreement.

C. Information Services Billing and Collection

1. Description

a. MFS and GTE shall work cooperatively to reach agreement on all information services (e.g. 976, 974, N11, weather lines, sports lines, publisher lines, etc.) issues. The subsequent information services agreement shall enable MFS and GTE to reciprocally provide information services, originate and terminate information services calls between each other, bill and collect revenues from each others end users (including Information Providers), and reasonably compensate MFS and GTE.

D. Directory Listings and Directory Distribution

MFS and GTE agree that an additional agreement will be required to effectuate the terms of this section and will work cooperatively to execute the additional agreement within 60 days upon the execution of this agreement.

1. Description

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The directory listings and distribution terms and rate specified in this section shall apply to listings of MFS customer numbers falling within NXX codes directly assigned to MFS, and to listings of MFS customer telephone numbers which are retained by MFS pursuant to Local Telephone Number Portability Arrangements described below. The terms of this section may require a subsequent additional agreement with GTE's Directory Publishing company.

- a. GTE will include MFS's customers' telephone numbers in all its "White Pages" and "Yellow Pages" directory listings and directory assistance databases associated with the areas in which MFS provides services to such customers, and will distribute such initial directories and directory updates to such customers, in the identical and transparent manner in which it provides those functions for its own customers' telephone numbers.
- b. MFS will provide GTE with its directory listings and daily updates to those listings in an industry-accepted format; GTE will provide MFS a magnetic tape or computer disk containing the proper format.
- c. MFS and GTE will accord MFS' directory listing information the same level of confidentiality which GTE accords its own directory listing information, and GTE shall ensure that access to MFS's customer proprietary confidential directory information will be limited solely to those GTE employees who are directly involved in the preparation of listings.

2. Compensation

- a. GTE and MFS will work cooperatively to address any payments for sales of any bulk directory lists to third parties, where such lists include MFS customer listings and any compensation due GTE for administrative functions associated with furnishing listings to third parties. GTE will not provide/sell MFS' listings to any third parties without MFS' prior written approval.
- b. GTE shall provide directory distribution, directory database maintenance, and directory listings for MFS and its customers under the same terms that GTE provides these same services for its end users. In-area directory delivery, database maintenance, and basic "White" and "yellow" page

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listings will be at no fee. Out-of-area directory delivery and enhanced listings, i.e. bolding, indention, second listings, etc., will be per GTE's currently tariffed or non-discriminately available contract rates.

E. Directory Assistance (DA)

1. Description

At MFS' request, GTE will:

- a. provide to MFS unbranded directory assistance service MFS which is comparable in every way to the directory assistance service GTE makes available to its own end users;
- b. provide to MFS directory assistance service under MFS's brand which is comparable in every way to the directory assistance service GTE makes available to its own end users;

2. When available, at MFS' request, GTE will:

- a. provide to MFS operators or to an MFS-designated operator bureau on-line access to GTE's directory assistance database, where such access is identical to the type of access GTE's own directory assistance operators utilize in order to provide directory assistance services to GTE end users;
- b. allow MFS or an MFS-designated operator bureau to license GTE's directory assistance database for use in providing competitive directory assistance services; and/or
- c. in conjunction with VII.E.1.a. or VII.E.1.b., above, provide caller-optional directory assistance call completion service which is comparable in every way to the directory assistance call completion service GTE makes available to its own end users. When this functionality is available, GTE will route the calls back to MFS for MFS to complete the customer call.

3. Compensation

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GTE will charge MFS its wholesale IXC/LEC rates for the following functionality:

- a. \$0.25 per unbranded directory assistance intrastate call.
- b. \$0.25 per branded directory assistance intrastate call.
- c. \$0.28 per unbranded directory assistance interstate call.
- d. \$0.28 per branded directory assistance interstate call.

When available:

- e. \$0.0_ per use of caller-optional directory assistance call completion. (Future)
- f. \$0.0__ per directory assistance database query. (Future)
- g. \$___ for licensing of each directory assistance database. (Future)

F. Yellow Page Maintenance

GTE will work cooperatively with MFS to ensure that Yellow Page advertisements purchased by customers who switch their service to MFS (including customers utilizing MFS-assigned telephone numbers and MFS customers utilizing co-carrier number forwarding) are maintained without interruption. GTE will allow MFS customers to purchase new yellow pages advertisements without discrimination, at non-discriminatory rates, terms and conditions. GTE and MFS will work cooperatively to investigate with GTE Directory Publishing whether GTE would implement a commission program whereby MFS may act as a sales, billing and collection agent for Yellow Pages advertisements purchased by MFS's exchange service customers.

G. Transfer of Service Announcements

When an end user customer changes from GTE to MFS, or from MFS to GTE, and does not retain its original telephone number, the party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number upon request. This announcement will provide details on the new number to be dialed to reach this customer. These arrangements will be provided reciprocally

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based upon current practice with GTE's customers to either the other carrier or the end user customer.

H. Coordinated Repair Calls

MFS and GTE will employ the following procedures for handling misdirected repair calls:

1. MFS and GTE will educate their respective customers as to the correct telephone numbers to call in order to access their respective repair bureaus.
2. To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of local exchange service in a courteous manner, at no charge, and the end user will be provided the correct contact telephone number. Extraneous communications beyond the direct referral to the correct repair telephone number are strictly prohibited.
3. MFS and GTE will provide their respective repair contact numbers to one another on a reciprocal basis.

I. Busy Line Verification and Interrupt

1. Description

Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party operating in order to provide Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services on calls between their respective end users. BLV and BLVI inquiries between operator bureaus shall be routed over the appropriate trunk groups. MFS and GTE will reciprocally provide adequate connectivity to facilitate this capability.

2. Compensation

Each Party shall compensate the other Party for BLV and BLVI inquiries according to the following rates:

	<u>per inquiry</u>
BLV	\$0.65

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BLVI \$0.65

J. Information Pages

GTE will include in the "Information Pages" or comparable section of its White Pages Directories for areas served by MFS, listings provided by MFS for MFS's installation, repair and customer service and other information. This term may require an additional agreement with GTE Directory Publishing.

K. Operator Reference Database (ORDB)

If available, GTE will work cooperatively with MFS to assist MFS in obtaining from the appropriate 911 government agencies monthly updates to the Operator Reference Database (ORDB). If available, this will enable MFS to promptly respond to emergency agencies (i.e. fire, police, emergency medical technicians, etc), as a back-up to 911, during a catastrophic situation.

VIII. UNBUNDLED EXCHANGE SERVICE ARRANGEMENTS

A. Description

GTE shall unbundle all its Exchange Services into three separate packages: (1) link element; (2) port element; and (3) cross-connect element. The following link and port categories shall be provided:

Link Categories

2/4-wire analog voice grade
2 wire ISDN digital grade
4-wire DS-1 digital grade

Port Categories

2/4-wire analog line
2-wire ISDN digital line
2-wire analog DID trunk
4-wire DS-1 digital DID trunk
4-wire ISDN DS-1 digital trunk

GTE shall unbundle and separately price and offer these elements such that MFS will be able to lease and interconnect to whichever of these unbundled elements MFS requires, and to combine the GTE-provided elements with any facilities and services that MFS may itself provide, in order to efficiently offer telephone services to end users, pursuant to the following terms:

1. Interconnection shall be achieved via co-location arrangements MFS shall maintain at the wire center at which the unbundled elements are resident.

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- 2. Each link or port element shall be delivered to the MFS co-location arrangement over a loop/port connector applicable to the unbundled service delivered, through other tariffed or contracted options, or through other technically feasible and economically comparable hand-off arrangements in accordance with agreements between MFS and GTE.
 - 3. To the degree possible all transport-based features, functions, service attributes, grades-of-service, install, maintenance and repair intervals which apply to the bundled service should apply to unbundled links.
 - a. GTE will not monitor the unbundled loop for maintenance purposes. MFS will be required to provision a loop testing device either in its central office, Network Control Center, or in their collocation arrangement to test the unbundled loop. GTE will perform repair and maintenance once trouble is identified by MFS.
 - 4. To the degree possible all switch-based features, functions, service attributes, grades-of-service, and install, maintenance and repair intervals which apply to the bundled service should apply to unbundled ports.
 - 5. GTE and MFS will work cooperatively to attempt to accommodate MFS' requirement for billing of all unbundled facilities purchased by MFS (either directly or by previous assignment by a customer) on a single consolidated statement per wire center. GTE will work toward billing at a wire center level, however, in the initial phases of unbundling, GTE's billing will be at a state level, or at an aggregate account level based on GTE's billing cycles.
 - 6. Where GTE utilizes digital loop carrier ("DLC")⁴ technology to provision the link element of an bundled Exchange Service to an end user customer who subsequently determines to assign the link element to MFS and receive Exchange Service from MFS via such link, GTE shall use its best efforts to deliver such link to MFS on an unintegrated basis, pursuant to MFS' chosen hand-off architecture, without a degradation of end user service or feature availability. GTE and MFS recognize that there may be technical

⁴ See, Bellcore TR-TSY-000008, *Digital Interface Between the SLC-96 Digital Loop Carrier System and Local Digital Switch* and TR-TSY-000303, *Integrated Digital Loop Carrier (IDLC) Requirements, Objectives, and Interface*.

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limitations that may need to be addressed to enable this requirement, therefore MFS and GTE agree to begin working cooperatively to address any technical issues within 60 days upon execution of this agreement.

7. GTE will permit MFS to co-locate digital loop carriers and associated equipment in conjunction with co-location arrangements MFS maintains at an GTE wire center, for the purpose of interconnecting to unbundled link elements.
8. To provide future order and trouble reporting GTE shall work cooperatively with MFS to attempt accommodating MFS' requirement for an appropriate industry-standard on-line electronic file transfer arrangement by which MFS may place, verify and receive confirmation on orders for unbundled elements, and issue and track trouble-ticket and repair requests associated with unbundled elements.

B. Compensation

MFS and GTE do not agree as to compensation rates for Unbundled Exchange Access Arrangements.

IX. LOCAL TELEPHONE NUMBER PORTABILITY ARRANGEMENTS

A. Description

GTE and MFS will provide Interim Number Portability (INP) on a reciprocal basis between their networks to enable each of their end user customers to utilize telephone numbers associated with an Exchange Service provided by one carrier, in conjunction an Exchange Service provided by the other carrier, upon the coordinated or simultaneous termination of the first Exchange Service and activation of the second Exchange Service.

1. MFS and GTE will provide reciprocal INP immediately upon execution of this agreement via call forwarding. GTE and MFS will migrate from INP to a database-driven Permanent Number Portability arrangement as soon as practically possible, without interruption of service to their respective customers.
2. INP shall operate as follows:
 - a. A customer of Carrier A elects to become a customer of Carrier B. The customer elects to utilize the original

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telephone number(s) corresponding to the Exchange Service(s) it previously received from Carrier A, in conjunction with the Exchange Service(s) it will now receive from Carrier B. Upon receipt of a signed letter of agency from the customer assigning the number to Carrier B, Carrier A will implement one of the following arrangements:

- (1) For the initial implementation of the portability of telephone numbers, Carrier A will implement an arrangement whereby all calls to the original telephone number(s) will be forwarded to a new telephone number(s) designated by Carrier B. Carrier A will route the forwarded traffic to Carrier B via the mutual traffic exchange arrangements, as if the call had originated from the original telephone number and terminated to the new telephone number.
- b. Carrier B will become the customer of record for the original Carrier A telephone numbers subject to the INP arrangements. Carrier A will provide Carrier B a single consolidated master billing statement for INP. GTE will explore the possibility of enabling collect, calling card, and 3rd-number billed calls associated with those numbers to enable MFS to rebill its newly acquired customers for those functions. Also, GTE will explore the possibility of sub-account detail for collect, calling card, and 3rd-number billed calls, and the capability of having billing statements delivered in real time via an agreed-upon Electronic data transfer, or via daily or monthly magnetic tape.
- c. Carrier A will update its Line Information Database ("LIDB") listings for retained numbers and cancel calling cards associated with those forwarded numbers.
- d. Within two (2) business days of receiving notification from the customer, Carrier B shall notify Carrier A of the customer's termination of service with Carrier B, and shall further notify Carrier A as to the Customer's instructions regarding its telephone number(s). Carrier A will cancel the INP arrangements for the customer's telephone number(s). If the Customer has chosen to retain its telephone number(s) for use in conjunction with Exchange Services provided by Carrier A, Carrier A will simultaneously transition the number(s) to the customer's preferred carrier.

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3. Under INP, MFS and GTE will implement a process to coordinate INP cut-overs with Unbundled Loop conversions within a reasonable time that is acceptable to customers. MFS and GTE pledge to use their best efforts to ensure that INP arrangements will not be utilized in instances where a customer changes locations and would otherwise be unable to retain its number without subscribing to foreign exchange service.
4. Per the Florida Public Service Commission's order in Docket No. 950737-TP, MFS and GTE may continue to develop Direct Inward Dialing-type number portability arrangements.

B. Compensation

1. MFS and GTE shall provide INP arrangements to one another either at the rates ordered by the Florida Public Service Commission in Docket No. 950737-TP or at MFS' option, other mutually agreed upon rates, except for authorized collect, calling card and 3rd-number billed calls billed to the retained numbers.
2. For all traffic terminated between MFS and GTE to the party whose customer ultimately receives the call, reciprocal compensation charges and Switched Access charges (pursuant to each carrier's respective tariffs), shall apply for POTS traffic and non-POTS traffic. For compensation purposes, a mutually agreed surrogate will have to be developed as neither MFS nor GTE can classify this traffic.

X. RESPONSIBILITIES OF THE PARTIES

- A. GTE and MFS agree to treat each other fairly, non-discriminatorily, and equally for all items included in this agreement, or related to the support of items included in this agreement.
- B. MFS and GTE will work cooperatively to minimize fraud associated with 3rd-number billed calls, calling card calls, or any other services related to this agreement.
- C. MFS and GTE agree to promptly exchange all necessary records for the proper billing of all traffic.
- D. For network expansion, MFS and GTE will review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as dictated by

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engineering requirements for both GTE and MFS. GTE and MFS are required to provide each other the proper call information (e.g., originated call party number and destination call party number, CIC, OZZ, etc.) to enable each company to bill in a complete and timely fashion.

- E. There will be no re-arrangement, reconfiguration, disconnect, or other non-recurring fees for any mutually beneficial network interconnections associated with the initial reconfiguration for traffic exchange, 911/E911, Interim Number Portability, Meet-point Billing, Directory Assistance, Information Services, Common Channel Signalling, and BLV/BLVI connectivity.
- F. With respect to any outstanding issues set forth in this agreement requiring an additional agreement within 60 (sixty) days, each party will use its best efforts to address all such outstanding items within that time period. Failure to reach agreement on these additional issues will not affect the enforceability of this agreement.

XI. TERM

MFS and GTE agree to provide service to each other on the terms defined in this agreement until superseded by amended or additional mutually agreeable arrangements approved by the Commission, whichever occurs first. By mutual agreement, MFS and GTE may amend this agreement to extend the term of this agreement. Also by mutual agreement, GTE and MFS may jointly petition the appropriate regulatory bodies for permission to have this agreement supersede any future standardized agreements or rules such regulators might adopt or approve.

XII. INSTALLATION

GTE and MFS shall effectuate all the terms of this agreement within 90 days upon execution of this agreement.

XIII. NETWORK MAINTENANCE AND MANAGEMENT

MFS and GTE will work cooperatively to install and maintain a reliable network. MFS and GTE will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability.

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MFS and GTE will work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

XIV. OPTION TO ELECT OTHER TERMS

If, at any time while this agreement is in effect, either of the parties to this agreement provides arrangements similar to those described herein to a third party operating within the same LATAs (including associated Extended Area Service Zones in adjacent LATAs) as for which this agreement applies, on terms different from those available under this agreement (provided that the third party is authorized to provide local exchange services), then the other party to this agreement may opt to adopt the rates, terms, and conditions offered to the third party for its own reciprocal arrangements with the first party. This option may be exercised by delivering written notice to the first party.

XV. CANCELLATION, CONVERSION, NON-RECURRING OR ROLL-OVER CHARGES

Unless mutually agreed otherwise, neither MFS nor GTE shall impose cancellation charges upon each other for any beneficial network interconnection functions.

XVI. 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, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; 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 related 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.

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XVII. OTHER PROVISIONS

GTE and MFS acknowledge that additional terms and conditions (including, but not limited to provisions relating to limitation of liability, indemnity, severability, notices, assignment, dispute resolution, cancellation, default, and non-disclosure) will need to be agreed prior to interconnection. The parties agree to negotiate these terms and conditions within five (5) calendar days after execution of this agreement.

If this agreement is acceptable to MFS and GTE, both parties shall sign in the space provided below. This agreement shall not bind MFS and GTE until executed by both parties.

David D. Quinn
Sign 2-19-96 Date

Donald W. McLeod
Sign 2-19-96 Date

Timothy T. Devine
Print Name

Donald W. McLeod
Print Name

Sr. Director, External
Title Regulatory Affairs

Vice President Regulatory & Government Affairs
Title - Eastern Region

Metropolitan Fiber Systems of Florida, Inc.

GTE Florida Incorporated