

1 **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

2 **DIRECT TESTIMONY OF JOHN MONROE**

3 **ON BEHALF OF MCIMETRO**

4 **DOCKET NO. 011177-TP**

5 **SEPTEMBER 5, 2001**

6
7 **Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND POSITION.**

8 A. My name is John Monroe. My business address is WorldCom, Inc., 2520
9 Northwinds Parkway, Alpharetta, GA 30004. I am employed by WorldCom, Inc.
10 as Commercial Counsel. My responsibilities in my current position include
11 providing legal advice to the people within WorldCom who negotiate and manage
12 local interconnection agreements for WorldCom's local exchange carrier
13 subsidiaries. These include MCImetro Access Transmission Services, LLC
14 (MCImetro), one of our subsidiaries that is certificated as an alternative local
15 exchange carrier in Florida.

16
17 **Q. PLEASE PROVIDE INFORMATION ON YOUR BACKGROUND AND**
18 **EXPERIENCE.**

19 A. I have worked in the telecommunications industry for 18 years, both as an
20 engineer and an attorney. I worked for ten years as a transmission design engineer
21 for various consulting companies and for the Wisconsin Power and Light
22 Company. I have eight years combined legal experience with WorldCom and with
23 Telephone and Data Systems, a holding company of various telecommunications
24 providers, including incumbent local exchange carriers. I have a Bachelor of
25 Engineering Degree from Vanderbilt University and a Juris Doctor Degree from

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

1 the University of Wisconsin Law School. I am a registered Professional Engineer
2 and I am licensed to practice law in several state and federal jurisdictions.

3

4 **Q. ARE YOU FAMILIAR WITH THE CIRCUMSTANCES LEADING UP TO**
5 **MCIMETRO'S COMPLAINT IN THIS CASE?**

6 A. Yes, I am. My responsibilities include providing legal advice to Ron Martinez,
7 who received and replied to the correspondence from Sprint, including Sprint's
8 letter terminating the interconnection agreement. I have reviewed the
9 interconnection agreement between MCImetro and Sprint in Florida, and I have
10 reviewed that correspondence, including the May 24, 2001, request from Sprint to
11 renegotiate the agreement.

12

13 **Q. HAVE YOU PROVIDED ANY EXHIBITS WITH YOUR TESTIMONY?**

14 A. Yes, a copy of the approved interconnection agreement between MCImetro and
15 Sprint, together with two approved amendments to that agreement are attached as
16 Composite Exhibit ___ (JM-1). Copies of the renewal letters extending the term
17 of that agreement through May 20, 2002, subject to further extensions, are
18 included as Composite Exhibit ___ (JM-2). Finally, a copy of Sprint's May 24,
19 2001 letter requesting renegotiation of the agreement is attached as Exhibit ___
20 (JM-3).

21

22 **Q. IN THAT MAY 24, 2001, LETTER, SPRINT CLAIMS THAT MANY OF**
23 **THE PROVISIONS OF THE INTERCONNECTION AGREEMENT ARE**
24 **"EITHER STALE OR CONFLICT WITH CURRENT LAW." HOW DO**
25 **YOU RESPOND TO THAT STATEMENT?**

1 A. First, I should explain that the interconnection agreement has two sections in Part
2 A, the General Terms and Conditions, relating to changes in law. The first,
3 Section 2.2, states as follows:

4 2.2 In the event the FCC or the Commission promulgates rules or
5 regulations or issues orders, or a court with appropriate jurisdiction
6 issues orders which conflict with or make unlawful any provision
7 of this Agreement, the Parties shall negotiate promptly and in good
8 faith in order to amend the Agreement to substitute contract
9 provisions which are consistent with such rules, regulations or
10 orders. In the event the Parties cannot agree on an amendment
11 within thirty (30) days from the date any such rules, regulations or
12 orders become effective, then the Parties shall resolve their dispute
13 under the applicable procedures set forth in Section 23 (Dispute
14 Resolution Procedures) hereof.

15

16 The second provision, section 6, says:

17 ***Section 6. Compliance with Laws***

18 All terms, conditions and operations under this Agreement shall be
19 performed in accordance with all applicable laws, regulations and
20 judicial or regulatory decisions of all duly constituted
21 governmental authorities with appropriate jurisdiction, and this
22 Agreement shall be implemented consistent with the FCC's First
23 Report and Order in CC Docket No. 96-98, released August 8,
24 1996 and FCC's Second Report and Order in CC Docket No. 96-
25 98, released August 8, 1996, as amended from time to time (the

1 “FCC Interconnection Order”). Each Party shall be responsible for
2 obtaining and keeping in effect all FCC, state regulatory
3 commission, franchise authority and other regulatory approvals
4 that may be required in connection with the performance of its
5 obligations under this Agreement. In the event the Act or FCC
6 Rules and Regulations applicable to this Agreement are held
7 invalid, this Agreement shall survive, and the Parties shall
8 promptly renegotiate any provisions of this Agreement which, in
9 the absence of such invalidated Act, rule or regulation, are
10 insufficiently clear to be effectuated.

11

12 Either section can require an amendment to the interconnection agreement, if
13 certain conditions are met. Section 2.2 requires an amendment if regulatory or
14 legal actions “conflict with or make unlawful any provision” of the interconnection
15 agreement. Section 6 requires an amendment if the FCC’s *First Report and Order*
16 or *Second Report and Order*, in CC Docket 96-98 are held invalid and a provision
17 of the interconnection agreement is “insufficiently clear to be effectuated” in the
18 absence of the invalidated regulation.

19

20 **Q. HOW DO THE PROVISIONS OF THE INTERCONNECTION**
21 **AGREEMENT SPRINT CITES, TOGETHER WITH THE CHANGES OF**
22 **LAW NOTED BY SPRINT, COMPARE WITH THESE CONTRACT**
23 **SECTIONS AND SPRINT’S ASSERTION THAT THE SECTIONS ARE**
24 **“EITHER STALE OR CONFLICT WITH CURRENT LAW.”**

25 A. I should begin by addressing “staleness.” Sprint does not explain in its May 24

1 letter what it means by the term “stale.” From a legal standpoint, a claim is stale if
2 it is so old that it would not be fair to the other party to assert it. Sprint does not
3 identify any particular provisions that it thinks are so old we should not be able to
4 exercise them, nor do I believe there are any. As I summarized above, there is no
5 provision in the interconnection agreement to amend for “staleness.”

6
7 It appears, therefore, that Sprint really is raising only issues that Sprint believes
8 “conflict with current law.” Such issues would relate to Section 2.2 of Part A of
9 the agreement. A contract provision conflicts with the law when it is impossible to
10 reconcile the law and the contract. That is, there is a conflict only if it is
11 impossible to obey the law and to perform the contract. I will address each
12 provision raised by Sprint in its May 24 letter, and discuss whether it conflicts
13 with the law.

14
15 1. The Third “Whereas” clause in the preamble to Part A. A “whereas”
16 clause in a contract does not actually impose an obligation on a party. Rather, it
17 helps explain the parties’ intentions in forming the contract. The clause Sprint
18 cites merely states that MCImetro desires to purchase network elements in
19 combination, and that Sprint is willing to sell them. Sprint apparently has
20 concluded that the intention of the parties conflicts with the law, but this cannot be
21 the case. The law does not prohibit MCImetro from desiring to purchase network
22 elements in combination. Nor does it prohibit Sprint from being willing to sell
23 them. Thus, there is no conflict with the law.

24

1 2. Part A, Section 1.2. This section requires Sprint to provide services “in
2 any combination requested by MCIIm.” Sprint apparently equates the lack of an
3 independent legal requirement for Sprint to take a particular action with a conflict
4 between a contractual provision to take the action and the law. Sprint’s analysis is
5 flawed. There are many provisions in the agreement that are not required directly
6 by a law or regulation. These provisions do not conflict with the law and do not
7 require a change. The current law does not prohibit Sprint’s provision of services
8 in any combination requested by MCIImetro, so, again, there is no conflict.

9
10 3. Part A, Section 13.3. Section 13 deals with Warranties. In Section 13.3,
11 Sprint warrants, among other things, that it will provide operator service and
12 directory assistance as unbundled network elements. As authority that this
13 warranty conflicts with current law, Sprint points to FCC regulations that do not
14 require Sprint to provide operator services and directory assistance as unbundled
15 network elements, if Sprint provides customized routing. It is not necessary to
16 address whether Sprint provides customized routing, because Sprint’s warranty
17 does not conflict with the law.

18
19 4. Part A, Section 25.1. Section 25.1 relates to branding of operator services
20 and directory assistance provided by Sprint. Sprint again states that the law does
21 not require Sprint to provide operator services and directory assistance as
22 unbundled network elements if Sprint provides customized routing. Section 25.1
23 does not address the provision of operator services and directory assistance on
24 solely an unbundled network element basis. In fact, Section 25.1 does not even
25 mention network elements. This section applies to Sprint’s provision of operator

1 services and directory assistance by any means, including on a resale basis. To my
2 knowledge, Sprint does not claim that it is not required to provide operator
3 services and directory assistance on a resale basis. Indeed, 47 USC 251(b)(3)
4 requires all local exchange carriers, including Sprint, to provide MCI metro with
5 “nondiscriminatory access to telephone numbers, operator services, directory
6 assistance, and directory listing...” We never have discussed with Sprint whether
7 we agree that Sprint provides customized routing, so as to be exempt from an FCC
8 requirement to provide operator services and directory assistance as UNEs. In any
9 event, the regulations do not prevent Sprint from offering operator services and
10 directory assistance as UNEs, so there would be no conflict with the law.
11 Moreover, the provision of operator services and directory assistance on a resale
12 basis is required by the law, and the section of the contract Sprint claims conflicts
13 with the law applies to Sprint’s provision of operator services and directory
14 assistance on any basis, including resale.

15
16 5. Part B, “combinations.” Part B of the interconnection agreement is a
17 glossary, or list of definitions of terms used in the agreement. Sprint does not
18 explain how the law prohibits the definition of “combinations” used by the parties
19 in the agreement, nor am I aware of any provision of law that conflicts with the
20 definition used.

21
22 6. Part B, “expanded interconnection services.” Again, this is the definition
23 of a term in the agreement. As a general rule, the parties to a contract are free to
24 agree on any definition of any term, and I know of no law prohibiting the
25 definition used by the parties for “expanded interconnection services.”

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7. Part B, “wire center.” Again, this is the definition of a term in the agreement. As a general rule, the parties to a contract are free to agree on any definition of any term, and I know of no law prohibiting the definition used by the parties for “wire center.”

8. Attachment I, Section 3. This section provides for resale discounts. Not only does the law not conflict with this section, the law still requires resale discounts. See, for example, 47 USC 251 (c)(4)(A).

9. Attachment III, Section 2.4. This section requires Sprint to provide combinations of unbundled network elements. Sprint cites the 8th Circuit vacation of some FCC regulations dealing with combinations of elements. The 8th Circuit did not issue any orders prohibiting the parties from agreeing to combine elements, so there is no conflict between our agreement and the law.

10. Attachment III, Section 2.5. Section 2.5 says that no demarcation point will exist between contiguous network elements, and that Sprint will interconnect network elements. Sprint again cites the 8th Circuit order vacating 47 CFR 315(c)-(f). The 8th Circuit order does not require demarcation points, nor does it prohibit the interconnection of network elements. There is no conflict between Section 2.5 and the law.

11. Attachment III, Section 2.7. Section 2.7 lists unbundled network elements that Sprint provides, and includes operator services and directory assistance.

1 Sprint says that operator services and directory assistance are not unbundled
2 network elements if Sprint offers customized routing. Again, there have been no
3 discussions with Sprint regarding whether Sprint provides customized routing.
4 Regardless of whether Sprint provides customized routing, the law does not
5 prohibit the offering of operator services and directory assistance as unbundled
6 network elements.

7

8 12. Attachment III, Section 3.4. This section requires that Sprint provide
9 network elements on a priority basis equal to or better than the priority Sprint
10 provides for itself. Sprint notes that the 8th Circuit vacated the superior quality
11 rules. The language in the contract, however, does not even require superior
12 quality. It requires equal or superior quality. The law requires equal quality, and
13 does not prohibit superior quality, so the contract is consistent with the law and
14 does not conflict with it.

15

16 13. Attachment III, Section 4.1.1. This section relates to interference on loops,
17 and Sprint claims the language is inconsistent with 47 CFR 51.233. Without
18 addressing a comparison between the language and the regulation, it is apparent
19 Sprint equates inconsistency with conflict. Sprint calls the contract language
20 "inconsistent with" regulation, but does not claim the language "conflict(s) with"
21 the regulation. I have reviewed the contract language and the regulation, and I do
22 not believe it is impossible to perform the contract and obey the regulation.

23

24 14. Attachment III, Section 4.4.2.3. This section discusses line conditioning, a
25 process of removing potential sources of interference from copper lines used to

1 provide advanced services. The contract language does not address cost recovery
2 for line conditioning. Sprint asserts that 47 CFR 51.319(3)(i)(ii) and (iii) permits
3 cost recovery. Once again, there is not conflict.

4
5 15. Attachment III, Section 5. Section 5 deals with network interface devices
6 (“NIDs”). Sprint does not cite any conflict with law, and I am not aware of any.

7
8 16. Attachment III, Section 6.2. Section 6.2 describes capabilities of loop
9 distribution. Sprint does not cite a law or regulation with which this section
10 conflicts.

11
12 17. Attachment III, Section 6.3. This is another section dealing with line
13 conditioning and Sprint claims it, too, is inconsistent with 47 CFR 51.233. As I
14 have mentioned before, inconsistency is not the correct test to apply under the
15 contract. Because it is not impossible to perform this section and to obey the
16 regulation, there is no conflict.

17
18 18. Attachment III, Section 7. Section 7 addresses local switching as an
19 unbundled network element. Sprint asserts that this section conflicts with
20 regulations pertaining to conditions on availability of local switching.. Even if
21 Sprint is not required to provide local switching in some situations in the top 50
22 MSAs, it is not prohibited from doing so, and there is no conflict between the
23 contract and any regulation.

24

1 19. Attachment III, Section 8. Section 8 deals with operator services. Sprint
2 says that operator services are not offered at unbundled network element rates.
3 Sprint apparently is relying on regulations allowing Sprint not to provide operator
4 services as an unbundled network element if Sprint provides certain customized
5 routing capabilities. I am not aware that the fact that Sprint provides such
6 capabilities for MCImetro has been determined, but even if it had, a contract
7 requiring Sprint to provide operator services as a network element does not
8 conflict with a regulation permitting Sprint not to provide such an element.

9
10 20. Attachment III, Section 9.1. Section 9.1 is merely a definition of common
11 transport. Sprint cites 47 CFR 51.319(d)(1)(iii) (a definition of shared transport) as
12 authority for a conflict between the contract and the law. Sprint does not explain
13 how these definitions make performing the contract and obeying the law
14 impossible.

15
16 21. Attachment III, NOTE. This appears to be internal communication at
17 Sprint. It does not raise a substantive contract issue.

18
19 22. Attachment III, Section 15.1.2.1. This section addresses testing element
20 combinations. Sprint claims it conflicts with the 8th Circuit's vacation of 47 CFR
21 51.315(c)-(f). Sprint does not deny that it provides combinations, or that they are
22 tested, let alone explain how a vacated regulation conflicts with a contract
23 provision.

24

1 23. Attachment III, Section 15.2.4.3. This section restricts Sprint’s ability to
2 use multiple technologies in one loop. Sprint again cites the 8th Circuit’s vacation
3 of some element combination rules. Sprint apparently is confusing the
4 combination of elements with the technical restrictions on combining different
5 technologies in the provision of a loop. This section has nothing to do with
6 element combinations and is not affected or addressed by the element combination
7 regulations, vacated or not.

8
9 24. Attachment III, Section 15.2.4.5.2.1 This section is another technical
10 specification for loops, without regard to the combination of technologies used to
11 provide the loop. Sprint again cites the vacation of the unbundled network
12 element combination regulations, and again has confused the combination of
13 technologies within a loop to combinations of elements.

14
15 25. Attachment III, Section 15.2.4.7. This section is a technical specification
16 for connections to operator systems. Sprint claims that “OS no longer a UNE.”
17 Again, there has been no factual finding that Sprint provides MCImetro with
18 customized routing. Even if there had been, this section really addresses the
19 connection to operator systems, and does not by itself require the provision of
20 operator services as a network element.

21
22 26. Attachment III, Section 15.6.1.10.4. This section addresses trunking
23 requirements for interconnection, specifically, for operator service calls from
24 Sprint to MCImetro. Although Sprint cites that operator services are not provided

1 as UNEs, this section has nothing to do with Sprint's provision of operator
2 services. The section even requires one-way trunks from Sprint to MCImetro.

3
4 27. Attachment IV, Section 1.1. Section 1.1 discusses exchanging traffic.
5 Sprint cites the FCC's recent order on ISP-bound traffic as a conflict. The FCC's
6 order, however, deals with compensation for ISP-bound traffic, not the exchange
7 of traffic. There is nothing in the FCC order changing arrangements for
8 exchanging traffic.

9
10 28. Attachment V, Section 2.3. Section 2.3 permits Sprint to require escorts
11 for MCImetro to access its collocation space. Sprint cites "collocation orders"
12 generally, apparently pointing out that Sprint no longer is permitted to require such
13 escorts. I agree that there would be a conflict with law, if Sprint attempted to
14 require an escort in disobedience to regulations prohibiting this requirement. It is
15 possible, however, to perform the contract and obey the law, simply by not
16 requiring an escort. In any event, this change of law works in MCImetro's favor.

17
18 29. Attachment V, 2.4. Section 2.4 permits MCImetro to collocate equipment
19 "in accordance with FCC Rules and Regulations." Sprint cites an FCC regulation
20 and the D.C. Circuit opinion of the regulation, but does not explain how a contract
21 requiring adherence to regulations can conflict with a regulation.

22
23 30. Attachment V, Section 2.5 Section 2.5 requires Sprint to permit MCImetro
24 to connect with other collocators at Sprint's premises. Sprint cites a D.C. Circuit
25 opinion on this topic. The FCC has promulgated new regulations since the D.C.

1 Circuit opinion, but none of these orders or regulations prohibit MCImetro from
2 connection with other carriers, so there is no conflict.

3
4 31. Attachment V, Section 2.23. Although Sprint cites Section 2.23, Sprint
5 discusses a provision of Section 2.22, dealing with notification of construction
6 progress. Sprint claims the requirement for Sprint to inform MCImetro of
7 construction progress conflicts with 47 CFR 51.321(f), but the regulation does not
8 seem to discuss progress notification at all.

9
10 32. Attachment V, Generally. Sprint cites multiple orders and a court decision,
11 without mentioning which contract sections are at issue and with what laws they
12 conflict. Without more information from Sprint, it is not possible for me to assess
13 whether it is possible to perform the contract and obey the law. I can say,
14 however, that I am not aware of any provisions of the contract that conflict with
15 the law.

16
17 33. Attachment VI, Sections 1-3. Sprint does not cite any laws, and merely
18 states that these sections “need[] to be updated with current rules and regulations.”
19 Apparently Sprint equates its desire to renegotiate this contract with a conflict with
20 law.

21
22 34. Attachment VII, Section 3. Section 3 contains a statement of fact, that
23 “Number Portability is currently being worked in industry forums.” Sprint cites no
24 law, but states correctly that the method to implement number portability has been
25 achieved. The portion of Section 3 that Sprint cites is, as I said, a statement of

1 fact. It does not impose an obligation on either party. It cannot be performed or
2 breached. It cannot, therefore, conflict with any law.

3
4 35. Attachment VIII, Section 1.1.3. This section requires Sprint to provide
5 MCImetro with 12 months' notice of operational or technological changes. Sprint
6 does not cite any laws with which it believes this section conflicts, nor am I aware
7 of any.

8
9 36. Attachment VIII, Sections 2.2.15.1, 2.2.15.3-5. These sections discuss
10 ordering of network element combinations. They describe combinations mutually
11 agreed to, and specifically require combinations that already are combined in
12 Sprint's network. Sprint cites the 8th Circuit vacation of 47 CFR 51.315(c)-(f), but
13 it is my understanding that Sprint does not refute that it must provide combinations
14 that already are combined in its network. There is, therefore, no conflict between
15 the law and the contract.

16
17 37. Attachment VIII, Section 4.1.5. Section 4.1.5 discusses usage information
18 and its exchange. Sprint does not cite what in particular in this 3-page section is in
19 conflict with the law, nor does Sprint cite any laws. I am not aware of any
20 conflicts between this language and the law.

21
22 38. Attachment VIII, Sections 6.2.2-6.2.3. These sections deal with the routing
23 and provisioning of operator services and directory assistance. Sprint states again
24 that operator services and directory assistance are "no longer UNEs." While this is
25 not an accurate statement, it also is not germane to this contract language.

1 Regardless of whether Sprint provides operator services and directory assistance as
2 unbundled network elements, it still must provide them under 47 USC 251(b)(3).
3 The only potential difference is one of price. The contract language at issue here
4 does not discuss pricing, it just provides detailed information about the service.
5 Sprint does not cite how these details conflict with the law.

6

7 39. Additional comments. Sprint cites four additional topics which are covered
8 in the law and not in the contract, plus one topic where a regulation was vacated
9 (without any reference to the contract). Sprint does not explain how there is, or
10 could be, a conflict where the contract is silent and the law imposes requirements.
11 In addition, I should point out that the contract requires in Part A, Section 6, that
12 the parties abide by the law. The contract, therefore, is not exactly silent on these
13 matters. It requires adherence to the very regulations that Sprint cites.

14

15 **Q. PLEASE SUMMARIZE YOUR ANALYSIS OF THE CONTRACT**
16 **PROVISIONS CITED IN SPRINT'S MAY 24, 2001 LETTER.**

17 A. There does not appear to be any situation in which it is impossible simultaneously
18 to obey the law and to perform the contract. Thus there is no conflict with the
19 applicable laws, orders and regulations. The fact that the contract obligates the
20 parties to do more than is required by law is not a "conflict" within the meaning of
21 Section 2.2 of Part A of the agreement. In addition, none of the contract
22 provisions identified by Sprint is "insufficiently clear to be effectuated" under
23 Section 6 of Part A of the Agreement as a result of any of the legal actions cited by
24 Sprint.

25

1 **Q. ABSENT A CHANGE IN LAW THAT TRIGGERS THE REQUIREMENT**
2 **FOR AMENDING SPECIFIC PROVISIONS IN THE AGREEMENT, IS**
3 **MCIMETRO UNDER ANY GENERAL OBLIGATION TO**
4 **RENEGOTIATE THE AGREEMENT UPON REQUEST BY SPRINT?**

5 A. No. Neither the contract nor the applicable laws and regulations contains any
6 general renegotiation requirement.

7
8 **Q. YOU HAVE ADDRESSED EACH CONTRACT SECTION RAISED IN**
9 **SPRINT'S LETTER REQUESTING RENEGOTIATION AND EXPLAINED**
10 **WHY THE CONTRACT DOES NOT REQUIRE AN AMENDMENT.**
11 **DOES THIS MEAN MCIMETRO WILL NOT AGREE TO ANY**
12 **AMENDMENTS?**

13 A. No, not at all. My testimony merely illustrates that Sprint has not raised any issues
14 that implicate the contract's change of law provision. We certainly are willing to
15 consider any amendments that Sprint proposes, even though there is no apparent
16 contractual obligation for us to do so.

17
18 **Q. DOES SPRINT'S DECISION TO TERMINATE THE CONTRACT**
19 **COMPLY WITH THE APPLICABLE CONTRACT PROVISIONS?**

20 A. In my opinion it does not. As discussed at length above, there is no conflict
21 between the contract and the law. Therefore MCI metro cannot be in breach of the
22 contract provisions that require it to negotiate amendments when such a conflict
23 exists.

24
25 Even if MCI metro were required to negotiate some amendments, however, Section

1 2.2 provides that in the event the parties fail to agree on a necessary amendment,
2 their remedy is to invoke the dispute resolution procedures under Section 23 of
3 Part A of the agreement. Sprint did not follow these procedures and its attempt to
4 terminate the contract for breach would be premature, even if a breach were found
5 to exist.

6

7 **Q. WHAT IMPACT HAS THERE BEEN FROM SPRINT'S DECISION NOT**
8 **TO FOLLOW THE DISPUTE RESOLUTION PROCEDURES OF**
9 **SECTION 23, BUT INSTEAD TO TERMINATE THE CONTRACT?**

10 A. Based on its decision to terminate the agreement, Sprint stopped providing service
11 to MCImetro as discussed in the testimony of Mr. Martinez. If Sprint had properly
12 followed the dispute resolution procedures, it is clear that it must continue to
13 perform under the agreement while the dispute is being resolved by the
14 Commission.

15

16 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

17 A. Yes.

18

19

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25

Director, Local Carrier Markets
Sprint Local Telecommunications Division
2330 Shawnee Mission Parkway
MailStop: MSFRWA0301
Westwood, KS 66205

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Date: April 6, 2000

RE: The MCImetro/Sprint Interconnection Agreement dated 4/16/97
Approved by the Florida Public Service Commission 5/20/97

Dear Sprint

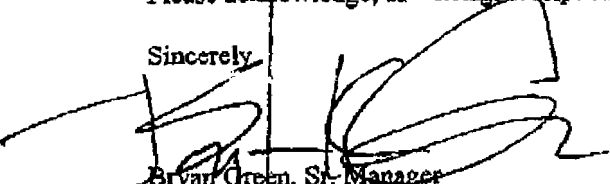
MCImetro would like to renew the above-referenced Agreement pursuant to Part A, Section 3 thereof which states:

"This Agreement shall become binding upon the Effective Date and continue for a period of three (3) years from the Commission approval date ("Approval Date") unless earlier terminated or withdrawn in accordance with Section 20 (Termination). Renewal after the initial term for successive one (1) year terms shall be at MCI's option upon written notice to Sprint."

Please consider this letter an exercise of MCI's option to renew the current Agreement to extend the term of the Agreement for one year from the Approval Date of such with the Florida Public Service Commission, making its new expiration date, pending future renewals, 5/20/2001.

Please acknowledge, in writing, receipt of this communication.

Sincerely


Bryan Green, Sr. Manager
MCIWorldCom
Carrier Agreements - South
(770) 625-6820
Bryan.Green@wcom.com

Cc: Vice President- Law and External Relations
Sprint - Florida, Inc.
555 Lake Border Drive
Apopka, FL 32703

Cc: David Sered
John Monroe
Marcel Henry
Harry Miller

BG:lsw



**MCI Telecommunications
Corporation**

Two Northwinds Center
2520 Northwinds Parkway
Alpharetta, GA 30004

Docket No. _____
Monroe Exhibit _____ (JM-2)
Page 2 of 2

May 18, 2001

Director, Local Carrier Markets
Sprint Local Telecommunications Division
2330 Shawnee Mission Parkway
Mailstop: KSFRWA0301
Westwood, KS 66205

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

RE: The MCImetro/Sprint Interconnection Agreement dated 4/16/97 Approved by the Florida Public Service Commission 5/20/97

Dear Sprint:

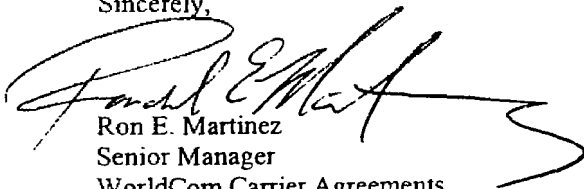
MCImetro would like to renew the above-referenced Agreement pursuant to Part A, Section 3 thereof, which states:

“This Agreement shall become binding upon the Effective Date and continue for a period of three (3) years from the Commission approval date (“Approval Date”) unless earlier terminated or withdrawn in accordance with Section 20 (Termination). Renewal after the initial term for successive one (1) year terms shall be at MCI’s option upon written notice to Sprint.”

Please consider this letter an exercise of MCI’s option to renew the current Agreement to extend the term of the Agreement for one year from the Approval Date of such with the Florida Public Service Commission, making its new expiration date, pending future renewals, 5/20/2002.

Please acknowledge, in writing, receipt of this notification.

Sincerely,



Ron E. Martinez
Senior Manager
WorldCom Carrier Agreements
(770) 625-6830
ron.martinez@wcom.com

cc: Vice President – Law and External Relations
Sprint – Florida, Inc.
555 Lake Border Drive
Apopka, FL 32703

cc: Lori Warren
John Monroe
Donna McNulty
Marcel Henry



John W. Clayton
Director
Local Carrier Markets

Local Telecommunications Division
6480 Sprint Parkway
Overland Park, KS 66251
Mailstop KSOPHM0310-3A453
Voice 913 315 7839
Fax 913 315 0628
john.clayton@mail.sprint.com

May 24, 2001

Attention: Director-Carrier Markets
Southern Financial Operations
MCI Telecommunications Corporation
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004

Re: Florida Interconnection Agreement Between MCImetro Access Transmission Services, Inc. and Sprint-Florida, Incorporated

Dear Madam or Sir:

Please accept this letter as Sprint's official request to renegotiate certain provisions of the Interconnection Agreement referenced above. Sprint is invoking its right to renegotiate terms and conditions under Part A, Section 2.2 and Section 6.

Part A, Section 2.2 provides that in the event the FCC or the Florida PSC promulgates rules, regulations or orders which conflict with or make unlawful any provision of the Agreement, MCI and Sprint will promptly and in good faith negotiate to amend the Agreement to substitute contract provisions which are consistent with such rules, regulations or orders. Further, Section 6 states that in the event any rules or regulations are held invalid, the Parties shall promptly renegotiate any provisions of the Agreement which, in the absence of such invalidated rule or regulation, are insufficiently clear to be effectuated.

As you know, it has been almost four years since the Florida Agreement was first executed and many of the provisions are either stale or conflict with current law. As evidence, MCI has also requested modifications to the current Agreement. I have enclosed a matrix of items that need to be renegotiated for your review (Attachment). Please note that this list is for illustration only and should not be considered an exhaustive list of negotiation items. Although not noted in the matrix, Sprint does reserve the right to immediately incorporate changes consistent with the most recent FCC order (96-98 and 99-68 released April 27, 2001) on reciprocal compensation once it goes into effect.

I have also enclosed a draft of our standard Interconnection Agreement for your review. The changes needed to bring this four year old Florida Agreement into compliance with current law are so numerous, we believe the most expedient course of action is to replace the Agreement in its entirety. This document serves as a our baseline for the replacement Agreement in Florida as well as any other states where MCI desires or needs new agreements. In addition, be aware that MCI has requested an interconnection agreement in New Jersey, the North Carolina Agreement expired on July 1, 2000 and MCI is operating without agreements in Oregon and Pennsylvania.

Our lead negotiator is John Chuang (913-315-7844 or john.y.chuang@mail.sprint.com). Please contact John Chuang or me with the name of the individual that will serve as your lead so we can move forward.

Sincerely,



John Clayton
Director – Local Markets

cc: Commercial Counsel - Law & Public Policy - MCImetro
Brian Green
Ron Martinez
Lori Warren
John Chuang
Tom Grimaldi
Kathryn Feeney
Janette Luehring

Attachment

Section	Language	Basis of renegotiations
3 rd Whereas	"purchase on an unbundled basis Network Elements . . . separately or in any combination"	The 8 th Circuit vacated 51.315(c)-(f), only required not to separate network elements (combinations that the LEC must provide are limited)

Part A – General Terms and Conditions

1.2	"Sprint shall provide the services in any combination requested by MCI." "	The 8 th Circuit vacated 51.315(c)-(f), only required not to separate network elements, combinations that the LEC must provide are limited
13.3	"Sprint . . . will provide . . . unbundled network elements including . . . operator service and directory assistance"	Sprint provides customized routing, OS and DA no longer required UNEs – FCC UNE remand order – 51.519(f)
25.1	Relates to branding of OS and DA	If Sprint provides customized routing, OS and DA no longer required UNEs – FCC UNE remand order – 51.519(f)

Part B – Definitions

"combinations"	Definition	The 8 th Circuit vacated 51.315(c)-(f), only required not to separate network elements, combinations that the LEC must provide are limited
"Expanded Interconnection Services"	Definition	Collocation orders (CC 98-147, March 31, 1999 and August 10, 2000) specific rulings on collocation, distinction from "Expanded Interconnection Services" separate collocation offering
"Wire Center"	References EIC service	Same as above

Attachment I – Price Schedule

3	Resale Discount	51.609 vacated by 8 th Circuit
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Attachment III – Network Elements

2.4	Sprint shall offer each Network Element individually and any Technically Feasible combination with any other Network Element . . .	The 8 th Circuit vacated 51.315(c)-(f), combinations that the LEC must provide are limited
2.5	Where Sprint provides combined Network Elements . . . Sprint shall perform, at its expense, any work necessary to interconnect such Network Elements.	The 8 th Circuit vacated 51.315(c)-(f), combinations that the LEC must provide are limited, only required to "not separate requested network elements that the incumbent currently combines."
2.7	OS and DA listed as UNEs	UNE Remand order – OS and DA no longer required UNEs provided Sprint offers customized routing
3.4	Unless otherwise requested by MCI, each Network Element and the connections between Network Elements provided by Sprint to MCI shall be made available to MCI on a priority basis, at any Technically Feasible point, that is equal to or better than the priorities that Sprint provides to itself, Sprint's own	Contrary to service quality rules 8 th Circuit vacated superior quality rules 51.305(a)(4) and 51.311(c)

Attachment

	subscribers, to a Sprint Affiliate or to any other entity.	
4.1.1	If a particular grade of service is installed but MCI/m uses the Loop to provide a service that exceeds the engineered capacity of a medium (i.e., interferes with other services) a mutually agreed upon process will be developed to resolve the issue.	Inconsistent with interference rules 51.233
4.4.2.3	MCI/m may require Sprint to provide copper twisted pair Loop Feeder which is unfettered by any intervening equipment (e.g., filters, load coils, and range extenders) ...	UNE Remand order permits recovery of costs for line conditioning – 51.319(3)(i)(ii) and (iii)
Section 5 NID		UNE Remand order
6.2	"Distribution shall be capable of transmitting signals for the following services . . . ISDN, ADSL, HDSL, and DS1-level signals."	FCC Order 01-26
6.3	"Sprint will provide Distribution to be a copper twisted pair which are unfettered by any intervening equipment (e.g., filters, load coils, range extenders)..."	Inconsistent with interference rules 51.233
Section 7. Local Switching	Does not include language to limit availability of switching in top 50 MSAs	UNE Remand conditions on availability of local switching
Section 8. Operator Systems		UNE Remand – OS no longer offered at UNE rates.
9.1	Definition of common transport	UNE Remand – definition of shared transport 51.319(d)(1)(iii)
NOTE	Need network to look at SCP, STP and databases to see if rule changes effected these sections	Also need Mark Megee to review. – John – I'm not sure if Mark ever looked at this, I don't have anything from him
15.1.2.1	Testing for combinations	The 8 th Circuit vacated 51.315(c)-(f), combinations limited
15.2.4.3	Loop combination Architecture Constraints	8 th Circuit vacated 51.315(c)-(f)
15.2.4.5.2.1	Downtime for loop combinations	related to previous sections for UNE combinations
15.2.4.7	Operator services – PM	OS no longer a UNE
15.6.1.10.4	Sprint Operator Services Trunk	OS no longer a UNE

Attachment IV

1.1	Agreement silent on internet traffic	FCC recently ruled that internet traffic is not local.
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Attachment V - Collocation

2.3	Escort required to access space	Collocation orders
2.4	Type of equipment to be collocated	FCC rule 51.323 and D.C. Circuit 3/17/00
2.5	Interconnection with other collocators	D.C. Circuit decision 3/17/00
2.23	Notify when construction 50% complete	51.321(f) allow reasonable access during construction."
Generally		Changes due to FCC Orders in Docket 98-147 dated

Attachment

		March 31, 1999 and August 10, 2000, DC Circuit case March 17, 2000
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Attachment VI – Rights of way, Conduit, Pole attachments

Section 1	Needs to be updated with current rules and regulations.	
Section 2	Needs to be updated with current rules and regulations	
Section 3	Needs to be updated with current rules and regulations	

Attachment VII – Number Portability

Section 3	"Number Portability is currently being worked on in industry forums."	LNP resolved
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Attachment VIII – General Business Requirements

1.1.3	Operation and Technological Changes – twelve months notice	
2.2.15.1, 2.2.15.3, 2.2.15.4, 2.2.15.5,	MCIm may order and Sprint shall provision unbundled Network Elements either individually or in any mutually agreed combination on a single order. Network Elements ordered as combined shall be provisioned as combined by Sprint . . .	The 8 th Circuit vacated 51.315(c)-(f), combinations that the LEC must provide are limited, only required to "not separate requested network elements that the incumbent currently combines."
4.1.5	Testing, Changes and Controls	
6.2.2, 6.2.3.	OS/DA	OS/DA no longer UNEs

In addition:

1. The agreement does not cover the FCC rules relating to advanced services (§§51.230, 231, 232, 233).
2. The superior quality rule vacated (§§51.305(4) and 311(c)).
3. The agreement does not include requirements from the UNE remand order for dark fiber, databases, subloops, packet switching (§51.319).
4. The agreement does not include the FCC requirements as to line sharing (§51.319(h)).
5. The agreement does not include additional requirements for collocation from Docket 98-147 (§51.323).