

ORIGINAL



Richard Chapkis
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Legal Department

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040066 JRP
040067 JRP
040068 JRP

February 9, 2004

Ms. Blanca S. Bayo, Director
Division of Commission Clerk and
Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

RECEIVED 14:00
FEB - 9 AM 9: 58
COMMISSION
CLERK

Re: Operational Effectiveness of Interconnection Agreements

Dear Ms. Bayo:

Verizon Services Corp. on behalf of its Incumbent Local Exchange Carrier ("ILEC") affiliates and MCI's competitive local exchange carrier ("CLEC") affiliates (Metropolitan Fiber Systems of Florida, Inc., MCImetro Access Transmission Services LLC, and Intermedia Communications, Inc.) have agreed to extend the operational effectiveness of each of the interconnection agreements between them for the state of Florida until February 29, 2004.

The parties have been actively discussing and negotiating terms to replace those of the existing interconnection agreements and desire to continue operating under the existing expired agreements in a manner consistent with the terms of these agreements until at least February 29, 2004. The parties fully expect to finalize negotiations for new agreements prior to February 29, 2004.

The enclosed letter and associated attachments provide additional detail regarding the negotiations between the parties. The purpose of this letter is to inform the Commission of the status of such negotiations and to clarify that the contractual obligations in the existing interconnection agreements will continue for this short interim period. Please contact me if you have any questions regarding this update.

- AUS _____
- CAF _____
- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
- OPC _____
- MMS _____
- SEC _____
- OTH _____

Sincerely,

Richard A. Chapkis

Richard A. Chapkis
RAC:tas
Enclosures

c: Donna McNulty, Esq. (w/e)

copy to each docket

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DOCUMENT NUMBER - DAT

01822 FEB-9 4

FPSC-COMMISSION CLERK



Jennifer Ross
Director – Negotiations
Wholesale Services

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Valhalla, NY 10595

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Fax: 914-747-1055
e-mail: jennifer.e.ross@verizon.com

December 22, 2003

VIA FAX AND OVERNIGHT COURIER

Mr. Marcel Henry
MCI
5055 Northpoint Parkway
2nd Floor
Alpharetta, Georgia 30022

Dear Mr. Henry:

Under the Negotiations Agreement, as amended (a copy of which is enclosed), and pursuant to a letter dated March 20, 2003 (a copy of which is enclosed), the operational effectiveness of the interconnection arrangements between our operating affiliates in FL, TX, VA (f/GTE) and WA was extended until December 31, 2003, unless (a) otherwise agreed to by the parties, (b) superceded by an effective successor interconnection agreement or (c) otherwise provided under applicable law. None of these conditions have occurred to date. As such and, since the parties wish to continue their interconnection agreement negotiations as envisaged by the Negotiations Agreement (e.g., possibly through adoption of successor interconnection agreements in the four subject jurisdictions), you have requested that the parties extend the operational effectiveness of these interconnection arrangements in a manner consistent with the terms of the expired agreements (as amended from time to time) until February 29, 2004. Verizon is willing to do so, subject to the parties' agreement that, except as set forth above (i.e., the December 31, 2003 date is changed to February 29, 2004), the provisions of the Negotiations Agreement shall remain unchanged and in effect.

DOCUMENT NUMBER-DA7

01822 FEB-9 3

FPSC-COMMISSION CLER

Sincerely,



Jennifer Ross
Director – Negotiations
Wholesale Services
(914) 741-7689

Enclosures

MCI Concurrence

MCI hereby agrees to the terms of this letter on and as of December 22, 2003.

MCI WORLDCOM COMMUNICATIONS, INC.
On its own behalf and on behalf of its CLEC Affiliates

By: _____

Name: Marcel Henry

Title: Vice President

Steven J. Pitterle
Director - Negotiations
Network Services



600 Hidden Ridge HQE03B13
P.O. Box 152092
Irving, Texas 75038

Phone 972/718-1333
Fax 972/718-1279
steve.pitterle@verizon.com

March 20, 2003

VIA FAX AND OVERNIGHT COURIER

Ms. Dayna Garvin
WorldCom
2678 Bishop Dr., Ste. 200
San Ramon, CA 94596

Dear Ms. Garvin:

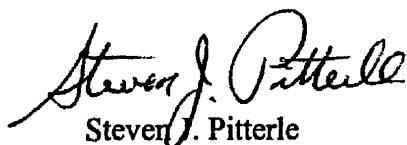
Verizon has reviewed WorldCom's request regarding the continuation of the operational terms of the Interconnection Agreements described in Section 7 of the Negotiations Agreement between WorldCom and Verizon. Under the Negotiations Agreement, as amended (a copy of which is enclosed), and as continued on March 25, 2002 by letter (a copy of which is enclosed), the operational effectiveness of the interconnection arrangements between our operating affiliates in FL, TX, VA (fGTE) and WA was extended until March 24, 2003, unless (a) otherwise agreed to by the parties, (b) superseded by an effective successor interconnection agreement or (c) otherwise provided under applicable law. None of these conditions have occurred to date. As such and, since the parties wish to continue their interconnection agreement negotiations as envisaged by the Negotiations Agreement, you have requested that the parties extend the operational effectiveness of these interconnection arrangements in a manner consistent with the terms of the expired agreements until December 31, 2003. Verizon is willing to do so, subject to the following conditions:

1. For the avoidance of any doubt, except as set forth above (i.e., the March 24, 2003 date is changed to December 31, 2003), the provisions of the Negotiations Agreement shall remain unchanged and in effect;

2. For the avoidance of any doubt, the parties continue to acknowledge that the effective date referenced in Section 9 of the Negotiations Agreement is June 14, 2001 based on the FCC's Internet Order.

If the terms of this letter are satisfactory, please sign this letter below noting your concurrence and return it to me.

Sincerely,



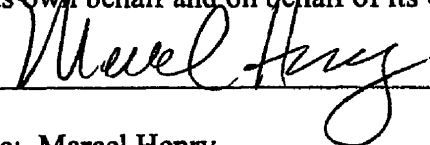
Steven J. Pitterle
Director – Negotiations
Network Services
(972) 718-1333

Enclosures

WorldCom Concurrence

WorldCom hereby agrees to the terms of this letter on and as of March 20, 2003.

MCI WORLDCOM COMMUNICATIONS, INC.
On its own behalf and on behalf of its CLEC Affiliates

By: 

Name: Marcel Henry

Title: Vice President National Carrier and Contract Management

March 22, 2002

VIA FAX AND OVERNIGHT COURIER

Ms. Kathy Jespersen
WorldCom
205 North Michigan Avenue
Chicago, IL 60601

Dear Ms. Jespersen:

This is in reply to your letter to Calvin Twyman of March 12, 2002 regarding the continuation of the operational terms of the Interconnection Agreements described in Section 7 of the Negotiations Agreement between WorldCom and Verizon. Under the Negotiations Agreement, the operational effectiveness of the interconnection arrangements between our operating affiliates in FL, TX, VA (fGTE) and WA were extended until March 24, 2002, unless (a) otherwise agreed to by the parties, (b) superseded by an effective successor interconnection agreement or (c) otherwise provided under applicable law. None of these conditions have occurred to date. As such and, since the parties are continuing their interconnection agreement negotiations as envisaged by the Negotiations Agreement, you have requested that the parties extend the operational effectiveness of these interconnection arrangements in a manner consistent with the terms of the expired (or expiring) agreements for FL, TX, VA (fGTE) and WA until March 24, 2003. Verizon is willing to do so, subject to the following conditions:

1. For the avoidance of any doubt, except as set forth above (i.e., the March 24, 2002 date is changed to March 24, 2003), the provisions of the Negotiations Agreement shall remain unchanged and in effect; and
2. For the avoidance of any doubt, the parties acknowledge that, as of the date hereof, the effective date referenced in Section 9 of the Negotiations Agreement is June 14, 2001, based on the FCC Internet Order.

If these conditions are satisfactory, please sign this letter below noting your concurrence and return it to me.

Also, I would like to note for the record, with respect to your summation of statements made by Mr. Twyman describing the state of negotiations between the Parties under the pending FCC VA Arbitration, Mr. Twyman was restating the understanding that has been verbally agreed to by our respective attorneys. That understanding is that the parties have not stopped negotiations, but rather have continued to negotiate during the Arbitration and have reached a number of agreements on various issues that the Parties intend, as a general matter, to carry over to the national negotiations.

With respect to your question regarding the frequency of meetings, under our mutual understanding, Verizon and WorldCom expect to resume more frequent negotiations for the states covered by the Negotiations Agreement following release of the FCC's pending order for Virginia.

Sincerely,



Steve Pitterle
Verizon
(972) 718-1333

Cc: Calvin Twyman
Chris Antoniou

WorldCom Concurrence

WorldCom agrees to continue the operational effectiveness of the interconnection arrangements for its CLEC affiliates in FL, TX, VA (fGTE) and WA in accordance with the terms set forth in this letter.

MCI WORLDCOM COMMUNICATIONS, INC.
On its own behalf and on behalf of its CLEC Affiliates

By: _____

Name: John A. Trofimuk

Date: 3-25-02

Title: Central Region Executive Telco & Line Cost Management

NEGOTIATIONS AGREEMENT

THIS NEGOTIATIONS AGREEMENT (this "Agreement") is entered into this 21st day of November (the "Effective Date"), by and between Verizon Services Corp., by and on behalf of itself and its Incumbent Local Exchange Carrier ("ILEC") Affiliates as in existence on the Effective Date hereof, as well as on behalf of future ILEC Affiliates, if any, to the extent that any such future ILEC Affiliate covers the same service territory as an ILEC Affiliate in existence on the Effective Date hereof covers (the "ILEC Affiliates"; Verizon Services Corp. and its ILEC Affiliates collectively referred to as "Verizon"), and MCI WORLDCOM Communications, Inc., by and on behalf of itself and its present and future Competitive Local Exchange Carrier ("CLEC") Affiliates (the "CLEC Affiliates; MCI WORLDCOM Communications, Inc. and its present and future CLEC Affiliates collectively referred to as "MCI WorldCom"). Verizon and MCI WorldCom are referred to herein, as applicable, each individually as a "Party" and; collectively, the "Parties".

WHEREAS, Verizon and MCI WorldCom wish to set forth herein the procedures that will govern their negotiations of successor interconnection agreements.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, each on its own behalf and on behalf of its respective successors and assigns, hereby agrees as follows:

(1) **Initiation of NY, NJ and TX Agreement Negotiations.** The Parties agree to begin negotiations for the new interconnection agreements with the Verizon operating telephone companies in New York, New Jersey and Texas (the "new NY, NJ and TX Agreements") as set forth below. No later than December 1, 2000, MCI WorldCom, on behalf of each MCI WorldCom CLEC Affiliate operating in those three states, shall deliver to Verizon a letter requesting interconnection, and commencing negotiations, pursuant to Section 252 of the Communications Act of 1934, as amended (the "Act"). If MCI WorldCom fails to so deliver a request letter by such date, its signature on this Agreement shall constitute a request to initiate negotiations under the Act as of December 1, 2000.

(2) **MCI WorldCom Initial Review of Verizon Product Terms.** As of September 18, 2000, MCI WorldCom began combining certain language from its desired interconnection agreement terms (the "WorldCom Terms", which MCI WorldCom transmitted to Verizon electronically on September 22, 2000) into the interconnection agreement incorporating Verizon's standard product descriptions and operational procedures (the "Verizon Product Terms", which Verizon transmitted to MCI WorldCom electronically on August 30, 2000) to produce a redlined document. The redlined document will reflect those portions of the Verizon Product Terms that MCI WorldCom has tentatively accepted and also will contain proposed MCI WorldCom language that it wishes Verizon to consider. This redlined document will be created in good faith and will not constitute a wholesale deletion of the language in the Verizon Product Terms.

MCI WorldCom intends to present installments to Verizon of such redlined Verizon Product Terms on a rolling basis with a new topic (e.g., collocation, 911, UNEs, etc.) presented electronically approximately every week, with the first such installment to be delivered to Verizon on or about December 1, 2000. No later than January 1, 2001, MCI WorldCom will deliver to Verizon in electronic format the last installment of the redlined Verizon Product Terms.

(3) **Verizon Review of MCI WorldCom Comments.** Going forward, the Parties will negotiate in good faith as follows. Upon receipt of each installment of the redlined Verizon Product Terms pursuant to paragraph 2 above, Verizon will review MCI WorldCom's proposals promptly. Based upon such review, Verizon will promptly provide to MCI WorldCom a good faith, written response to each MCI WorldCom installment; if MCI WorldCom does not electronically deliver installments, pursuant to paragraph 2 above, comprising a complete review of the Verizon Product Terms by January 1, 2001, Verizon may also elect to provide to MCI WorldCom a written response (in this case with respect to the WorldCom Terms). In either case, the Verizon response will be comprised of an explanatory memorandum and/or a redline of the Verizon Product Terms incorporating those portions of MCI WorldCom's suggested changes with which Verizon tentatively agrees.

(4) **Negotiations Sessions.** The Parties intend to hold the first negotiation session by conference call or meeting regarding one or more of the earlier MCI WorldCom installments no later than thirty days after Verizon's receipt of the first installment of the redlined Verizon Product Terms from MCI WorldCom. The Parties intend to conduct additional negotiation sessions as needed thereafter.

(5) **Initiation of Negotiations in Other Jurisdictions.** It is MCI WorldCom's position that only MCI WorldCom (and not Verizon) may initiate negotiation of an interconnection agreement under the Act. It is Verizon's position that Verizon may also initiate negotiation of an interconnection agreement under the Act. Without either MCI WorldCom or Verizon waiving its respective foregoing position and, in order to reach closure on this Agreement, MCI WorldCom, on behalf of each MCI WorldCom CLEC Affiliate operating in the subject jurisdictions set forth directly below, hereby requests to initiate negotiation of an interconnection agreement under the Act with respect to each applicable Verizon operating telephone company set forth below (such request being effective on the respective dates set forth below); provided, however, that the Parties may agree in writing that MCI WorldCom may withdraw (or change the effective date of) its request with respect to such jurisdiction(s). If the Parties agree to extend any of such dates, all subsequent dates in the schedule will be extended as necessary (to the same extent that the prior date is extended) so that negotiations are not initiated in more than three states in any one month period.

State/Jurisdiction

Earliest Date Notice of Negotiation May Be Provided

Massachusetts
Michigan

February 20, 2001
February 20, 2001

| | |
|---|--------------------|
| California | March 27, 2001 |
| Washington | March 27, 2001 |
| Florida | April 24, 2001 |
| Virginia [Verizon South, Inc. (former GTE) only] | April 24, 2001 |
| Pennsylvania | May 22, 2001 |
| New Hampshire | May 22, 2001 |
| Indiana | June 19, 2001 |
| Ohio | June 19, 2001 |
| Rhode Island | July 17, 2001 |
| District of Columbia | July 17, 2001 |
| North Carolina | August 21, 2001 |
| Maine | August 21, 2001 |
| Oregon | September 25, 2001 |
| Kentucky | September 25, 2001 |
| Delaware | September 25, 2001 |

(6) **Use of the NY, NJ and TX Agreement Negotiations.** It is the Parties' shared intention that, subject to any state-specific issues (including issues relating to technical feasibility, pricing, labor agreements and performance measurements), negotiations in each of the subject jurisdictions set forth in paragraph 5 above will benefit from incorporation of the work performed in the ongoing course of negotiations of voluntarily-agreed to portions of the new NY, NJ and TX Agreements. The Parties agree that the proposed schedule above is, in effect, an arbitration schedule in the event that the Parties cannot reach a negotiated resolution on all issues. Thus, the Parties agree that they will use the results of the negotiations for the new NY, NJ and TX Agreements (but not the results of any arbitrations) as the basis going forward in all of the listed jurisdictions; provided, however, that state-specific operational, regulatory, pricing, performance and technical issues, and issues arbitrated in New York, New Jersey or Texas, may need to be negotiated and/or arbitrated in the subject jurisdictions set forth in paragraph 5 above.

(7) **FL, TX, VA (GTE) and WA Agreements.** Subject to paragraph 9 below, the Parties agree that, while engaged in §251/252 negotiations as set forth in this Agreement, the Verizon operating telephone companies for the former GTE territories in Florida, Texas, Virginia, and Washington, and the MCI WorldCom CLEC affiliates operating in such former GTE territories, will continue the operational effectiveness of their interconnection arrangements in a manner consistent with the terms of the expired (or expiring) agreements between them (the "FL, TX, VA and WA Agreements") until March 24, 2002, unless (a) otherwise agreed to by the parties, (b) superceded by an effective successor interconnection agreement or (c) otherwise provided under applicable law.

(8) **Filing with the VA State Corporation Commission.** With respect to the Virginia interconnection agreement between Verizon South, Inc. and MCImetro Access Transmission Services of Virginia, Inc., MCI WorldCom and Verizon agree to file with

the Virginia State Corporation Commission, not later than ten business days after the Effective Date hereof, a letter (a) explaining that the Parties have agreed to continue the operational effectiveness of MCImetro Access Transmission Services of Virginia, Inc.'s interconnection arrangements with Verizon South, Inc. in accordance with this Agreement, and (b) withdrawing MCI WorldCom's Motion Requesting Contract Term Extension filed on June 7, 2000 with the Virginia State Corporation Commission.

(9) **Internet Traffic Order or Statute.** If the FCC, the applicable state commission or a court of competent jurisdiction should issue or release an unstayed order, or if a federal or state legislative authority should enact a statute, that by its terms (a) expressly supercedes or modifies existing interconnection agreements and (b) specifies a rate or compensation structure for reciprocal compensation, inter-carrier compensation, or access charges that is to apply to Internet Traffic, the terms of such order or statute shall apply to all interconnection agreements and arrangements between the Parties that are subject to such order or statute, subject to any subsequent modification or reversal of such statute or order. If such order or statute does not expressly supercede or modify existing interconnection agreements, then the Parties nonetheless agree that the order or statute shall do so, as of the effective date of the order or statute, with respect to each interconnection arrangement that, pursuant to the terms of this Agreement, continues the operational effectiveness of Verizon's interconnection with any WorldCom CLEC Affiliate beyond the original term of the Parties' expired (or expiring) interconnection agreements, subject to any subsequent modification or reversal of such statute or order (i.e., arrangements pursuant to the FL, TX, VA and WA Agreements under paragraph 7 hereof).

(10) **Reservations of Rights.** Nothing in this Agreement shall in any way waive or modify Verizon's position that the MCI WorldCom CLEC Affiliates in each Verizon jurisdiction must operate under a common interconnection agreement (or under separate, identical interconnection agreements). Nothing in this Agreement shall in any way waive or modify MCI WorldCom's position that its rights under Sections 251 and 252 of the Act are not affected by the negotiation/arbitration process contemplated hereunder (and the final interconnection agreements entered into thereby). Each Party reserves its right to address this issue in regulatory and/or judicial fora of competent jurisdiction.

(11) **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective predecessors, successors (by merger or otherwise) and assigns.

(12) **Entire Agreement.** This Agreement represents the entire agreement between the Parties relating to the subject matter hereof and supersedes any other oral or written agreements and understandings relating thereto.

(13) **Choice of Law.** This Agreement shall be governed by, and construed and enforced in accordance with, applicable federal laws and the laws of the State of New York, without reference to its choice of law principles.

(14) Counterparts. This Agreement may be executed in one or more counterparts and transmitted by facsimile, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

(15) Joint Work Product. The Parties acknowledge that this Agreement is the joint work product of the Parties, that, for convenience, this Agreement has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Agreement, no inferences shall be drawn against either Party on the basis of authorship of this Agreement.

(16) Captions. The Parties acknowledge that the captions in this Agreement have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any provision of this Agreement.

(17) Definition of "Affiliate". As used in this Agreement, the term "Affiliate" shall have the meaning set forth therefor in the Act.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives under seal as of the Effective Date set for herein.

VERIZON SERVICES CORP.

On its own behalf and on behalf of its ILEC Affiliates

By: 

Name: Jeffrey A. Masoner

Title: Vice President - Interconnection Services

MCI WORLDCOM COMMUNICATIONS, INC.

On its own behalf and on behalf of its CLEC Affiliates

By:  11/21/00

Name: John A. Trofimuk

Title: Central Region Executive
Telco & Line Cost Management