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Jennifer Ross, Director
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ORIGINAL

April 30, 2004

Donna Canzano McNulty, Esq.
MCI
Law and Public Policy
1203 Governor's Square Boulevard
Suite 201
Tallahassee, FL 32301

RECEIVED FPSC
MAY -4 AM 10:32
COMMISSION
CLERK

Re: Adoption Under Section 252(i) of the Communications Act

Dear Ms. McNulty:

Verizon Florida Inc., f/k/a GTE Florida Inc. ("Verizon"), has received a copy of four letters, each dated February 23, 2004, that you sent to Ms. Blanca Bayo of the Florida Public Service Commission (the "Commission"), with respect to the adoption, under Section 252(i) of the Act, by each of MCI metro Access Transmission Services LLC ("MCI m"), MCI WORLDCOM Communications, Inc. ("MCIW"), Intermedia Communications, Inc. ("Intermedia") and Metropolitan Fiber Systems of Florida, Inc. ("MFS") (MCI m, MCIW, Intermedia and MFS, individually an "MCI Entity" or "MCI" and, collectively, the "MCI Entities" or "MCI"), in Verizon's service territory in Florida, of the Interconnection, Resale and Unbundling Agreement, dated July 18, 1997, as amended and in effect as of February 23, 2004, between AT&T Communications of the Southern States, Inc. ("AT&T") and Verizon, which has been approved by the Commission as an effective agreement in the State of Florida, in Docket No. 001-274-TP, as such agreement existed on February 23, 2004 after giving effect to operation of law (the "Terms"). Verizon does not oppose the MCI Entities' adoption of the Terms at this time. Please note the following with respect to the MCI Entities' adoption of the Terms.

CMP Bates
COM _____
CTR _____
ECR _____
GCL 1
OPC _____
MMS _____
RCA _____
SCR _____
SEC 1
OTH _____

1. MCI adopts (and agrees to be bound by) the Terms as they are in effect on February 23, 2004 after giving effect to operation of law, and in applying the

DOCUMENT NUMBER DATE

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FPSC-COMMISSION CLERK

Terms, agrees that the applicable MCI Entity's name shall be substituted in place of AT&T Communications of the Southern States, Inc. and AT&T in the Terms wherever appropriate.

2. For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or that is otherwise not required by both 47 U.S.C. Section 251(c)(3) and 47 C.F.R. Part 51. Moreover, Verizon, on February 20, 2004, filed a petition at the Commission to arbitrate amendments to interconnection agreements (including the Terms) with respect to the Triennial Review Order ("TRO Arbitration"). Once the Commission issues an effective order approving an amendment with respect to the Triennial Review Order in the TRO Arbitration (an "Approved Amendment"): (1) the terms of such Approved Amendment shall be deemed to amend this adoption effective on the effective date of such Commission order, (2) MCI agrees to be bound by the terms of such Approved Amendment effective on the effective date of such Commission order, and (3) Verizon and MCI shall execute an amendment to this adoption to memorialize that this adoption is amended by the terms of such Approved Amendment effective on the effective date of such Commission order; provided, however, failure by either party to do so shall not be cited as a basis for contesting the effectiveness of the provisions in (1) and (2) above.
3. For the avoidance of any doubt, MCI's adoption of the Terms is subject, among other things, to the provisions of Section 5 of the Amendment entered into between the parties, effective as of December 1, 2003.
4. Notice to Verizon as may be required under the Terms shall be provided as follows:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972-718-5988
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1515 N. Court House Road
Suite 500
Arlington, VA 22201
Facsimile: 703-351-3664

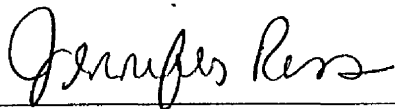
5. Each MCI Entity represents and warrants that it is a certified provider of local telecommunications service in the State of Florida, and that its adoption of the Terms will cover services in the State of Florida only.
6. In the event an interconnection agreement between Verizon and an MCI Entity is currently in effect in the State of Florida (each an "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
7. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of MCI's 252(i) election.
8. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
9. Verizon reserves the right to deny MCI's adoption and/or application of the Terms, in whole or in part, at any time:
 - (a) when the costs of providing the Terms to MCI are greater than the costs of providing them to AT&T;
 - (b) if the provision of the Terms to MCI is not technically feasible; and/or
 - (c) to the extent that Verizon otherwise is not required to make the Terms available to MCI under applicable law.

10. Should MCI attempt to apply the Terms in a manner that conflicts with paragraphs 1-9 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.

11. In the event that a voluntary or involuntary petition has been or is in the future filed against MCI under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and MCI's adoption of the Terms shall in no way impair such rights of Verizon; and (ii) all rights of MCI resulting from MCI's adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

Sincerely,

VERIZON FLORIDA INC.
f/k/a GTE FLORIDA INC.



Jennifer Ross
Director - Negotiations

cc: Ms. Blanca Bayo, Director
Office of the Commission Clerk
and Administrative Services
Florida Public Service Commission

Dayna Garvin, MCI
Matthew Harthun, Esq., MCI