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December 22, 2000

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RECORDS AND  
REPORTING

Ms. Blanca S. Bayó  
Director, Division of Records and Recording  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

001815-TP

Re: Negotiations Agreement between Verizon Communications and MCI WorldCom Communications, Inc., which amends terms of Florida interconnection agreements.

Dear Ms. Bayó,

Pursuant to section 252(e) of the Telecommunications Act of 1996, MCI WorldCom Communications, Inc., on behalf of its ALEC affiliates MCImetro Access Transmission Services, LLC and MCI WorldCom Communications, Inc. ("MCImetro" and "MCI WorldCom" respectively), is submitting to the Florida Public Service Commission a "Negotiations Agreement" which contains provisions which amend the Florida interconnection agreements that MCImetro and MCI WorldCom have with Verizon. Sixteen copies of the Negotiations Agreement are attached.

In this Negotiations Agreement, the parties have agreed to continue the operational effectiveness of their Florida interconnection agreements between them until March 24, 2002 with certain caveats as provided in paragraph 7. The parties also have agreed to incorporate applicable future FCC, state commission or court actions, or federal or state enacted legislation regarding Internet Traffic Orders or Statutes into their Florida interconnection agreements as provided in paragraph 9.

Accordingly, WorldCom respectfully requests that pursuant to section 252(e), the Florida Public Service Commission approve within 90 days of its submission the Negotiations Agreement as it amends the parties' interconnection agreements.

If you have any questions regarding this matter, please contact me at your earliest convenience.

Sincerely,

*Donna Canzano McNulty*  
Donna Canzano McNulty

cc: Kim Caswell, Verizon

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## NEGOTIATIONS AGREEMENT

THIS NEGOTIATIONS AGREEMENT (this "Agreement") is entered into this 21<sup>st</sup> 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 Affiliates, if any, to the extent that any such future Affiliate covers the same service territory as an 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 MCIWorldCom a good faith, written response to each MCIWorldCom installment; if MCIWorldCom 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 MCIWorldCom 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. .

<b><u>State/Jurisdiction</u></b>	<b><u>Earliest Date Notice of Negotiation May Be Provided</u></b>
Massachusetts	February 20, 2001
Michigan	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