

**RUTLEDGE, ECENIA, UNDERWOOD, PURNELL & HOFFMAN**  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AND COUNSELORS AT LAW

STEPHEN A. ECENIA  
KENNETH A. HOFFMAN  
THOMAS W. KONRAD  
R. DAVID PRESCOTT  
HAROLD F. X. PURNELL  
GARY R. RUTLEDGE  
R. MICHAEL UNDERWOOD  
WILLIAM B. WILLINGHAM

POST OFFICE BOX 551, 32302-0551  
215 SOUTH MONROE STREET, SUITE 420  
TALLAHASSEE, FLORIDA 32301-1841

GOVERNMENTAL CONSULTANTS:  
PATRICK R. MALOY  
AMY J. YOUNG

TELEPHONE (904) 681-6788  
TELECOPIER (904) 681-6515

October 17, 1995

URGENT  
FILE

Ms. Blanca S. Bayo, Director  
Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Betty Easley Conference Center  
Room 110  
Tallahassee, Florida 32399-0850

**HAND DELIVERY**

Re: Docket No. 950985-TP

Dear Ms. Bayo:

Enclosed herewith for filing in the above-referenced docket on behalf of Teleport Communications Group Inc./TCG South Florida ("TCG") and BellSouth Telecommunications, Inc. ("BellSouth") are the original and fifteen copies of a Joint Motion for Stay of Proceeding.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

Sincerely,

*Kenneth A. Hoffman*  
Kenneth A. Hoffman

- ACK
- AFA
- APP
- CAF  KAH/rl
- CMU  Chase
- CTR
- EAG
- LEG  Trib.3
- LM  5
- OPC
- RCH
- SEC
- WAS
- OTH

cc: Mr. Paul Kouroupas  
All Parties of Record

RECEIVED & FILED  
FPC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE  
10261 OCT 17 95  
FPC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Resolution of Petition(s) )  
to establish nondiscriminatory )  
rates, terms, and conditions for )  
interconnection involving local )  
exchange companies and alternative )  
local exchange companies pursuant )  
to Section 364.162, Florida )  
Statutes. )

---

Docket No. 950985-TP  
Filed: October 17, 1995

JOINT MOTION FOR STAY OF PROCEEDING

COME NOW, Teleport Communications Group Inc./TCG South Florida ("TCG") and BellSouth Telecommunications, Inc. ("BellSouth"), and jointly move for a stay of this proceeding as more specifically set forth below. In support of this Joint Motion, TCG and BellSouth state as follows:

1. TCG and BellSouth have reached a Stipulation and Agreement reflecting nondiscriminatory interim rates, terms and conditions for local interconnection pursuant to Section 364.162(2). A copy of the Stipulation and Agreement is attached hereto as Exhibit 1, and is incorporated herein by reference.

2. Under the Stipulation and Agreement, implementation of the local interconnection rates is contingent on Commission approval of BellSouth's proposed Alternative 1, as modified by the Stipulation and Agreement, in Docket No. 950696-TP.

3. TCG and BellSouth desire that this proceeding be stayed in order to: (a) permit sufficient time for a Commission vote on the issues in Docket No. 950696-TP; (b) preserve the time and resources expended by the parties to date in establishing a record for final hearing in the above-captioned docket in the event a final hearing is necessary; and (c) avoid the unnecessary

RECORDED - NUMBER DATE

10261 OCT 17 95

expenditure of time and resources of the parties and the Commission in the event a final hearing is unnecessary.


4. TCG and BellSouth will file a status report with the Commission on or before December 15, 1995, indicating whether a final hearing will be necessary. If the Commission approves BellSouth's proposed Alternative 1, as modified by the Stipulation and Agreement, in Docket No. 950696-TP, TCG will promptly file a Notice of Voluntary Dismissal in the above-captioned docket.

5. TCG and BellSouth recognize that the Commission is required to vote on TCG's Petition within 120 days following the date of filing of said Petition. See §364.162(3), Fla. Stat. TCG and BellSouth maintain and hereby stipulate that the 120 day period referred to above shall be tolled until the date of filing of the TCG/BellSouth status report. Further, in the event that a final hearing is necessary and the Commission is unable to schedule TCG's Petition for final hearing and vote on TCG's Petition within the tolled 120 day time period, then TCG waives its right to a final hearing and Commission vote within the tolled 120 day time period to the extent necessary to accommodate the calendar and scheduling of the Commission for a period not to exceed 60 days.

6. Counsel for TCG and BellSouth have conferred with the counsel for the other parties to this docket and are authorized to represent that no party objects to the stay requested herein.

WHEREFORE, TCG and BellSouth jointly request the Prehearing Officer to grant a stay of this proceeding in accordance with the terms and procedures set forth above.

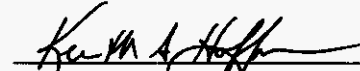
Respectfully submitted,



---

NANCY WHITE, ESQ.  
c/o NANCY H. SIMS  
150 S. Monroe Street  
Suite 400  
Tallahassee, FL 32301  
(904) 222-1201

Counsel for BellSouth  
Telecommunications, Inc.



---

KENNETH A. HOFFMAN, ESQ.  
WILLIAM B. WILLINGHAM, ESQ.  
P. O. Box 551  
Tallahassee, FL 32302-0551  
(904) 681-6788

and

JODIE DONOVAN-MAY, ESQ.  
TCG - Washington, DC  
2 Lafayette Centre  
Suite 400  
1133 Twenty First Street, NW  
Washington, DC 20036  
(202) 739-0010

Counsel for TCG

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Joint Motion for Stay of Proceeding was furnished by U. S. Mail and/or hand delivery(\*) this 17th day of October, 1995, to the following:

Lee L. Willis, Esq.\*  
J. Jeffrey Wahlen, Esq.\*  
MacFarlane, Ausley, et al.  
227 S. Calhoun Street  
Tallahassee, FL 32301

Anthony P. Gillman, Esq.\*  
Kimberly Caswell, Esq.  
GTE Florida Incorporated  
P. O. Box 110, FLTC0007  
Tampa, FL 31601-0110

Steven D. Shannon  
MCI Metro Access Transmission  
Svcs., Inc.  
2250 Lakeside Blvd.  
Richardson, TX 75082

Leslie Carter  
Digital Media Partners  
1 Prestige Place, Suite 255  
2600 McCormack Drive  
Clearwater, FL 34619-1098

F. Ben Poag\*  
Sprint/United-Florida  
Sprint/Centel-Florida  
P. O. Box 165000 (M.C. #5326)  
Altamonte Springs, FL 32716-  
5000

James C. Falvey, Esq.  
Swidler & Berlin, Chartered  
3000 K Street, N.W., Suite 300  
Washington, DC 20007

David Erwin, Esq.\*  
P. O. Box 1833  
Tallahassee, FL 32302-1833

Richard A. Gerstemeier  
Time Warner AxS of Florida,  
L.P.  
2251 Lucien Way, Suite 320  
Maitland, FL 32751-7023

Leo I. George  
Lonestar Wireless of Florida,  
Inc.  
1146 19th Street, N.W., Suite  
200  
Washington, DC 20036

Charles W. Murphy, Esq.\*  
Pennington Law Firm  
P. O. Box 10095  
Tallahassee, FL 32302

Patrick K. Wiggins, Esq.\*  
Wiggins & Villacorta, P.A.  
P. O. Drawer 1657  
Tallahassee, FL 32302

Andrew D. Lipman  
Metropolitan Fiber Systems of  
Florida, Inc.  
One Tower Lane, Suite 1600  
Oakbrook Terrace, IL 60181-4630

H. W. Goodall  
Continental Fiber Technologies,  
Inc.  
4455 Baymeadows Road  
Jacksonville, FL 32217-4716

Richard D. Melson, Esq.\*  
P. O. Box 6526  
Tallahassee, FL 32314

J. Phillip Carver, Esq.\*  
c/o Nancy H. Sims  
Southern Bell Telephone &  
Telegraph Company  
150 S. Monroe Street, Suite 400  
Tallahassee, FL 32301

John Murray  
Payphone Consultants, Inc.  
3431 N.W. 55th Street  
Fort Lauderdale, FL 33309-6308

Patricia Kurlin, Esq.\*  
Intermedia Communications of  
Florida, Inc.  
9280 Bay Plaza Blvd.  
Suite 720  
Tampa, FL 33619-4453

Gary T. Lawrence  
City of Lakeland  
501 East Lemon Street  
Lakeland, FL 33801-5079

Ms. Jill Butler\*  
2773 Red Maple Ridge  
Tallahassee, FL 32301

Graham A. Taylor  
TCG South Florida  
1001 W. Cypress Creek Road  
Suite 209  
Ft. Lauderdale, FL 33309-1949

Clay Phillips  
Utilities & Telecommunications  
Room 410  
House Office Bldg.  
Tallahassee, FL 32399

Greg Krasovsky  
Commerce & Economic  
Opportunities  
Room 4265  
Senate Office Bldg.  
Tallahassee, FL 32399

Charles Beck, Esq.  
Office of Public Counsel  
111 West Madison Street  
Room 812  
Tallahassee, FL 32399-1400

Nels Roseland  
Executive Office of the  
Governor  
Office of Planning & Budget  
The Capitol, Room 1502  
Tallahassee, FL 32399

Robert V. Elias, Esq.\*  
Division of Legal Services  
2540 Shumard Oak Boulevard  
Room 370  
Tallahassee, FL 32399-0850

Floyd R. Self, Esq.\*  
Messer, Caparello, et al.  
P. O. Box 1876  
Tallahassee, FL 32302

Michael W. Tye, Esq.\*  
AT&T  
106 East College Avenue  
Suite 1410  
Tallahassee, FL 32301

Robin D. Dunson, Esq.\*  
1200 Peachtree Street, NE  
Promenade I, Room 4038  
Atlanta, GA 30309

Sue E. Weiske  
Senior Counsel  
Time Warner Communications  
160 Inverness Drive West  
Englewood, CO 80112

Laura L. Wilson, Esq.\*  
FCTA  
310 N. Monroe Street  
Tallahassee, FL 32301

Donald L. Crosby, Esq.  
Continental Cablevision, Inc.  
Southeastern Region  
7800 Belfort Parkway, St. 270  
Jacksonville, FL 32256-6925

By:   
KENNETH A. HOFFMAN

inter.stay

**PRIVILEGED AND CONFIDENTIAL  
SUBJECT TO THE ATTORNEY-CLIENT  
PRIVILEGE AND WORK PRODUCT DOCTRINE**

**Stipulation and Agreement**

This Stipulation and Agreement is entered into by and between the undersigned parties to 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; Docket No. 950696-TP, addressing the establishment of an interim universal service/carrier of last resort recovery mechanism pursuant to Section 364.025, Florida Statutes; 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.

It is the undersigned parties' intention and understanding that this comprehensive Stipulation and Agreement will establish the interim prices, terms, conditions and mechanisms necessary to facilitate the introduction and development of local exchange competition, as required by the above-referenced sections of Florida Chapter Law 95-403, and will dispose of all outstanding issues in the aforementioned dockets. This Stipulation and Agreement also sets forth the undersigned parties' agreement with respect to other matters which relate to the Petition filed by Teleport Communications Group, Inc. (TCG) in Docket No. 950985-TP.

**PRIVILEGED AND CONFIDENTIAL  
SUBJECT TO THE ATTORNEY-CLIENT  
PRIVILEGE AND WORK PRODUCT DOCTRINE**

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 as follows:

**A. Local Interconnection - Docket No. 950985-TP**

Section 364.162, Florida Statutes, provides that an 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 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 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, and one party, Teleport Communications Group ("TCG"), has filed a petition with the Commission to establish the rates, terms and conditions for interconnection and the exchange of traffic with BellSouth. After further negotiations, however, the undersigned parties now agree to the following interim prices, terms and conditions for interconnection and the exchange of traffic:



**PRIVILEGED AND CONFIDENTIAL  
SUBJECT TO THE ATTORNEY-CLIENT  
PRIVILEGE AND WORK PRODUCT DOCTRINE**

1. Local interconnection is defined as the delivery of local traffic to be terminated on each company's local network. The delivery of local traffic shall be reciprocal and compensation will be mutual. Each ALEC will pay BellSouth, and vice versa, unless it is mutually agreed that the administrative costs associated with local interconnection are greater than the net monies exchanged, in which case the parties will exchange local traffic on an in-kind basis; foregoing compensation in the form of cash or a cash equivalent. In the absence of an in-kind traffic exchange, the parties will compensate each other pursuant to BellSouth's intrastate switched network access rate elements. (See Attachment A which is incorporated herein by reference.) For purposes of charging for local interconnection, BellSouth will employ its intrastate switched network access service rate elements - exclusive of the Residual Interconnection Charge and the Carrier Common Line Charge - on a per minute of use basis for terminating local traffic. Each undersigned ALEC will have local interconnection rates that are no higher than those charged by BellSouth.
  
2. In order to mitigate the potential adverse impact on a local exchange provider (i.e., BellSouth or an ALEC) 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, no local

**PRIVILEGED AND CONFIDENTIAL  
SUBJECT TO THE ATTORNEY-CLIENT  
PRIVILEGE AND WORK PRODUCT DOCTRINE**

exchange provider will be required to compensate the other local exchange provider for more than one-hundred-ten percent (110%) of the minutes of use of the local exchange provider with the lower minutes of use in the same month. For example, if in a given month BellSouth 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 BellSouth's local exchange network, the ALEC would be required to compensate BellSouth for local interconnection on the basis of 11,000 terminating minutes (10,000 mins. x 110% = 11,000 mins.), and BellSouth would compensate the ALEC for 10,000 terminating minutes.

3. BellSouth will provide intermediary tandem switching and transport to connect the end user of an ALEC to the end user of another ALEC, a LEC other than BellSouth, or wireless telecommunications service provider for the purpose of making a local call. When BellSouth provides this intermediary function, it will bill a \$.002 per minute charge over and above its local interconnection charge that applies when a BellSouth end user is involved.
4. When BellSouth or an ALEC provides intermediary functions for network access, i.e., between an IXC and an ALEC, the ALEC and BellSouth will each provide their own network access service elements on a meet-point basis. Each carrier will bill its own network access service rate elements to the IXC. BellSouth or

**PRIVILEGED AND CONFIDENTIAL  
SUBJECT TO THE ATTORNEY-CLIENT  
PRIVILEGE AND WORK PRODUCT DOCTRINE**

the ALEC will bill the residual interconnection charge ("RIC") to the IXC when either provides the intermediary tandem function.

5. Whenever BellSouth delivers traffic to an ALEC for termination on the ALEC's network, if BellSouth cannot determine whether the traffic will be local or toll because of the manner in which the ALEC uses NNX codes, BellSouth 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 BellSouth with sufficient information to make a determination as to whether the traffic is local or toll. Provided, however, that the ALEC has access to a sufficient quantity of numbering sources. In the event the ALEC cannot determine whether traffic delivered to BellSouth is local or toll, then the same provisions shall also apply.
6. BellSouth has proposed an interim universal service/carrier of last resort mechanism in testimony and exhibits submitted by A.J. Varner and P.F. Martin, dated August 14, 1995, in Docket No. 950696-TP. The adoption of Alternative 1, as described in the testimony and exhibits, would allow BellSouth to eliminate the carrier common line and residual interconnection rate elements from intrastate switched access rates (and interstate if the same plan were adopted by the FCC

**PRIVILEGED AND CONFIDENTIAL  
SUBJECT TO THE ATTORNEY-CLIENT  
PRIVILEGE AND WORK PRODUCT DOCTRINE**

for Florida).<sup>1</sup> The rates for local interconnection and terminating switched network access associated with intrastate toll calls (and interstate, if adopted by the FCC) would be identical and the undersigned parties could terminate all traffic regardless of its jurisdiction at the same rates notwithstanding Section 364.16(3)(a), Florida Statutes. However, if BellSouth's proposed Alternative 1, as modified by this Stipulation and Agreement, i.e., the ALEC's assessable revenues for the period January 1, 1996 through December 31, 1997, will be zero, is not adopted by the Commission and the intrastate terminating switched access rates consequently differ from the local interconnection rates, the parties recognize that the local interconnection arrangements agreed to herein are not appropriate and are null and void. In that event, the parties will begin to negotiate different local interconnection arrangements as expeditiously as possible. These negotiations should include some interim arrangements that could become effective on January 1, 1996, while further negotiations or Commission proceedings, if necessary, continue. 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, 1996.

---

<sup>1</sup> Even with the elimination of the CCL and RIC elements from the intrastate switched network access service, there will be a \$.0012 per minute residual amount in the interstate switched network access rates.

**PRIVILEGED AND CONFIDENTIAL  
SUBJECT TO THE ATTORNEY-CLIENT  
PRIVILEGE AND WORK PRODUCT DOCTRINE**

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 and are to remain in effect for a two (2) year period ending December 31, 1997, and the undersigned parties agree to renegotiate the prices, terms and conditions prior to the end of the two (2) year period, based on specific traffic data. This period can be extended for up to six months if an ALEC is unable to operate because the ALEC is unable to obtain the necessary local interconnection arrangements, NNXs, etc. from BellSouth in a timely fashion.

The undersigned parties stipulate and agree that the local interconnection and traffic arrangements agreed to herein are interim and that the parties, no later than July 1, 1997, shall commence negotiations with regard to the 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, any party may petition the Commission to establish appropriate interconnection arrangements. The parties will encourage the Commission to issue its order by not 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,

**PRIVILEGED AND CONFIDENTIAL  
SUBJECT TO THE ATTORNEY-CLIENT  
PRIVILEGE AND WORK PRODUCT DOCTRINE**

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.

It is further understood and agreed that TCG and BellSouth shall jointly petition the Commission for a stay of this proceeding, but if the Commission does not grant the stay expeditiously TCG will dismiss without prejudice its petition filed with the Commission in this docket.

**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 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. 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 those network features, functions and capabilities that are technically and economically feasible of unbundling as set forth in Attachment B which is incorporated herein by reference. It is understood by the parties that the list of network features, functions and capabilities is not

**PRIVILEGED AND CONFIDENTIAL  
SUBJECT TO THE ATTORNEY-CLIENT  
PRIVILEGE AND WORK PRODUCT DOCTRINE**

exhaustive and the parties commit to cooperate in the negotiation of additional network features, functions and capabilities as the parties' future needs require.

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

Section 364.025, Florida Statutes, requires the Commission to establish an interim universal service/carrier of last resort ("US/COLR") recovery mechanism by January 1, 1996. This interim mechanism is to be applied in a manner that ensures that each alternative local exchange company ("ALEC") contributes its fair share of the local exchange telecommunications company's ("LEC's") recovery of investment in fulfilling its carrier of last resort 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 the interim universal service/carrier of last resort (US/COLR) recovery mechanism proposed by BellSouth (Alternative 1) in the direct testimony and associated exhibits of BellSouth's witnesses Alphonso J. Varner and Peter F. Martin, dated August 14, 1995, as modified by this Stipulation and Agreement, is an acceptable alternative under the requirements of Florida law concerning the interim US/COLR mechanism. Notwithstanding the foregoing, the parties are entering this Stipulation and Agreement as a result of negotiations and compromise and for the purpose of facilitating the development of local

**PRIVILEGED AND CONFIDENTIAL  
SUBJECT TO THE ATTORNEY-CLIENT  
PRIVILEGE AND WORK PRODUCT DOCTRINE**

exchange competition as intended by the Florida Legislature. Accordingly, the parties in no way waive their right to petition the Commission pursuant to Section 364.025(3), Florida Statutes. In the event the BellSouth-proposed US/COLR recovery mechanism - Alternative 1 - is adopted and implemented by the Commission, each ALEC payment required thereby will be based upon its proportionate share of assessable revenues.<sup>2</sup> The undersigned parties also agree that, in order to assure that the proper amounts of assessable revenues are being reported and the associated amounts of assessments are being collected, the Commission shall periodically audit each telecommunications service provider's appropriate records.

The undersigned parties agree for purposes of determining payments from the ALECs for the period January 1, 1996 through December 31, 1997, the assessable revenues will be zero and no payments will be due. Thereafter, each ALEC will be billed under the BellSouth-proposed US/COLR recovery mechanism. The undersigned parties agree that for the period after December 31, 1997, the parties may renegotiate the foregoing provisions to the extent permitted by Florida law and Commission rules.

The undersigned parties agree to use their best efforts to persuade the Commission to adopt BellSouth's proposed interim US/COLR recovery mechanism - Alternative 1, as modified by this Stipulation and Agreement. The undersigned parties also agree to use their best efforts

---

<sup>2</sup> Assessable revenues means revenues associated with the ALEC's provision of basic local telecommunications services - as defined in Section 364.02(2), Florida Statutes - and their associated vertical or ancillary services. Assessable revenues do not include ALEC revenues received from basic local telecommunications services offered at a price comparable to the incumbent LEC's or Lifeline service or from local interconnection and network access services.



**PRIVILEGED AND CONFIDENTIAL  
SUBJECT TO THE ATTORNEY-CLIENT  
PRIVILEGE AND WORK PRODUCT DOCTRINE**

to persuade the Commission and the Legislature to establish a permanent US/COLR recovery mechanism at the earliest possible date; provided, however, that such efforts shall not be construed or used as an admission by the undersigned parties concerning the necessity for a permanent US/COLR recovery mechanism.

**D. Temporary Telephone Number Portability - Docket No. 950737-TP**

At the Commission's regular agenda conference held on September 12, 1995, the Commission approved the Stipulation and Agreement of the parties to Docket No. 950737-TP, which addressed every issue relating to the implementation of a temporary telephone number portability solution, except the price to be charged for the temporary telephone number portability solution and the advantages and disadvantages of Remote Call Forwarding. The undersigned parties agree that the Commission-approved Stipulation and Agreement shall be incorporated herein by reference and be attached to this Stipulation and Agreement as Attachment C.

With regard to the price to be paid for remote call forwarding, which is the temporary telephone number portability solution to be implemented January 1, 1996, the undersigned parties agree to pay \$1.50 per line, per month, plus a non-recurring charge of no more than \$25.00 per order for remote call forwarding used between carriers. For additional paths, the undersigned parties agree to pay \$.75 per month, per additional path, plus a non-recurring charge of no more than \$25.00 per order. To the extent location portability is involved, i.e.,

**PRIVILEGED AND CONFIDENTIAL  
SUBJECT TO THE ATTORNEY-CLIENT  
PRIVILEGE AND WORK PRODUCT DOCTRINE**

movement of the customer to a different location, the rates applicable to end users for remote call forwarding would be charged.

In the event that an ALEC and the interexchange carriers have direct connections (i.e., no BellSouth tandem is involved) for all traffic except for terminating traffic through remote call forwarding (necessitating the inclusion of a BellSouth tandem), then the access revenues associated with these calls will be due to the ALEC.

**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 on October \_\_, 1995, and remains in effect until each of the matters and issues addressed herein has been implemented or resolved as contemplated by the undersigned parties.

**PRIVILEGED AND CONFIDENTIAL  
SUBJECT TO THE ATTORNEY-CLIENT  
PRIVILEGE AND WORK PRODUCT DOCTRINE**

**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. The undersigned parties further agree that, in the event the Commission does not adopt this Stipulation and Agreement in its entirety, the Stipulation and Agreement shall, nonetheless, be binding upon the parties as if it had been adopted by the Commission, except as set forth elsewhere in this Stipulation and Agreement. The undersigned parties also stipulate and agree that the Commission shall, immediately upon approval of this Stipulation and Agreement, close Docket Nos. 950737-TP, 950984-TP and 950985-TP. The undersigned parties further agree to request the Commission to keep open Docket No. 950696-TP solely for the purpose of: (1) implementing the adoption of BellSouth's proposed interim US/COLR recovery mechanism - Alternative 1 as modified by this Stipulation and Agreement; and (2) for purposes of satisfying the Legislature's mandate to the Commission to research the issue of a permanent US/COLR mechanism and to determine and recommend

**PRIVILEGED AND CONFIDENTIAL  
SUBJECT TO THE ATTORNEY-CLIENT  
PRIVILEGE AND WORK PRODUCT DOCTRINE**

a reasonable and fair mechanism for providing to the greatest number of customers basic local exchange telecommunications service at an affordable price.

**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.

**PRIVILEGED AND CONFIDENTIAL  
SUBJECT TO THE ATTORNEY-CLIENT  
PRIVILEGE AND WORK PRODUCT DOCTRINE**

**J. 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.

**K. Purposes**

The undersigned parties acknowledge that this Stipulation and Agreement is being entered into for the purposes of complying with the requirements of Florida Chapter Law 95-403 with respect to negotiating the matters at issue in Docket Nos. 950737-TP, 950984-TP and 950985-TP; and in order to avoid the expense and uncertainty inherent in resolving the matters at issue in Docket No. 95696-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. Entering into or carrying out this Stipulation and Agreement or any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession by any of the undersigned parties, or to be a waiver of any applicable claim or defense, otherwise available, nor does it indicate that any party other than BellSouth believes that a universal service "subsidy" exists or is necessary beyond what has historically been recognized as a "toll-to-local" subsidy in the switched access charge rate design.

**PRIVILEGED AND CONFIDENTIAL  
SUBJECT TO THE ATTORNEY-CLIENT  
PRIVILEGE AND WORK PRODUCT DOCTRINE**

**L. 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.

**M. 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.

**N. 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.

**PRIVILEGED AND CONFIDENTIAL  
SUBJECT TO THE ATTORNEY-CLIENT  
PRIVILEGE AND WORK PRODUCT DOCTRINE**

IN WITNESS WHEREOF, this Stipulation and Agreement has been executed as of the  
17 day of October, 1995, by the undersigned representatives for the parties hereto.

Teleport Communications Group, Inc.

BellSouth Telecommunications, Inc.

By:   
Authorized Representative

By:   
Authorized Representative

\_\_\_\_\_  
By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
By: \_\_\_\_\_  
Authorized Representative

**PRIVILEGED AND CONFIDENTIAL  
SUBJECT TO THE ATTORNEY-CLIENT  
PRIVILEGE AND WORK PRODUCT DOCTRINE**

---

By: \_\_\_\_\_  
Authorized Representative

---

By: \_\_\_\_\_  
Authorized Representative

---

By: \_\_\_\_\_  
Authorized Representative

---

By: \_\_\_\_\_  
Authorized Representative



**PRIVILEGED AND CONFIDENTIAL  
SUBJECT TO THE ATTORNEY-CLIENT  
PRIVILEGE AND WORK PRODUCT DOCTRINE**

**ATTACHMENT A**

**BELLSOUTH FLORIDA - INTRASTATE  
SWITCHED ACCESS**

Rate Elements	Proposed 11/04/95	With BellSouth Alternative 1 Proposal
Carrier Common Line		
Originating	\$0.01061	--
Terminating	\$0.02927	--
Transport <sup>1</sup>		
DS1 Local Channel - Entrance Facility	\$0.00062	\$0.00062
Residual Interconnection	\$0.005159	--
Switched Common Transport per minute of use per mile	\$0.00004	\$0.00004
Facilities Termination per MOU	\$0.00036	\$0.00036
Access Tandem Switching	\$0.00074	\$0.00074
Local Switching 2	\$0.00876	<u>\$0.00876</u> \$0.01052 <sup>2</sup>

<sup>1</sup> Assumptions:

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

<sup>2</sup> If BellSouth's Alternative 1 proposal is adopted by the Florida Public Service Commission, this will also be the local interconnection rate.

**PRIVILEGED AND CONFIDENTIAL  
SUBJECT TO THE ATTORNEY-CLIENT  
PRIVILEGE AND WORK PRODUCT DOCTRINE**

**ATTACHMENT B**

**UNBUNDLED NETWORK FEATURES, FUNCTIONS  
AND CAPABILITIES**

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

**(1) Access to 911/E911 Emergency Network.**

For basic 911 service, BellSouth 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 BellSouth and route that call to BellSouth 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.

**PRIVILEGED AND CONFIDENTIAL  
SUBJECT TO THE ATTORNEY-CLIENT  
PRIVILEGE AND WORK PRODUCT DOCTRINE**

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 homing arrangement as provided by BellSouth. 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 trunks 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. BellSouth will work cooperatively with the ALEC to define record layouts, media requirements, and procedures for this process.

In some instances BellSouth 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 BellSouth be entitled to compensation from both parties for the same function.

**PRIVILEGED AND CONFIDENTIAL  
SUBJECT TO THE ATTORNEY-CLIENT  
PRIVILEGE AND WORK PRODUCT DOCTRINE**

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

BellSouth will include ALEC's customers' primary listings in the white page (residence and business listings) and yellow page (business listings) directories, as well as the directory assistance data-base, as long as the ALEC provides information to BellSouth in a manner compatible with BellSouth's operational systems. BellSouth will not charge the ALECs to (a) print their customers' primary listings in the white pages and yellow page directories; (b) distribute directory books to their customers; (c) recycle their customers' directory books; and (d) maintain the Directory Assistance data-base. BellSouth will work cooperatively with the ALECs on issues concerning lead time, timeliness, format, and content of listing information.

**(3) IntraLATA 800 Traffic.**

BellSouth will compensate ALECs for the origination of 800 traffic terminated to BellSouth pursuant to the ALEC's originating switched access charges, including the data-base query. The ALEC will provide to BellSouth the appropriate records necessary for BellSouth to bill its customers. The records will be provided in a standard ASR format for a fee of \$0.015 per record. At such time as an ALEC elects to provide 800 services, the ALEC will reciprocate this arrangement. Should BellSouth be permitted to provide interLATA 800 services prior to the expiration of this Stipulation and Agreement, BellSouth will be responsible for

**PRIVILEGED AND CONFIDENTIAL  
SUBJECT TO THE ATTORNEY-CLIENT  
PRIVILEGE AND WORK PRODUCT DOCTRINE**

compensating the ALEC for the origination of such traffic as well on the same terms and conditions as described above.

**(4) Number Resource Administration.**

So long as BellSouth continues to act as the local administrator of the North American Numbering Plan, BellSouth will assign and administer Central Office Codes (NNX/NXX) consistent with the industry developed "Central Office Code (NNX/NXX) Assignment Guidelines." This document was last published by Bellcore on November 16, 1994 as IL-94/11-013.

**(5) Busy Line Verification/Emergency Interrupt Services.**

BellSouth and the ALECs shall mutually provide each other busy line verification and emergency interrupt services pursuant to tariff.

**(6) Network Design and Management.**

BellSouth 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

**PRIVILEGED AND CONFIDENTIAL  
SUBJECT TO THE ATTORNEY-CLIENT  
PRIVILEGE AND WORK PRODUCT DOCTRINE**

traffic blocking criteria. BellSouth 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 BellSouth'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.**

BellSouth and the ALECs will provide LEC-to-LEC Common Channel Signalling (CCS) to one another, where available, in conjunction with all traffic in order to enable full interoperability of 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, and BellSouth and the ALECs 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.

**PRIVILEGED AND CONFIDENTIAL  
SUBJECT TO THE ATTORNEY-CLIENT  
PRIVILEGE AND WORK PRODUCT DOCTRINE**

**(8) Network Expansion.**

For network expansion, BellSouth 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 BellSouth and the ALEC. BellSouth 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, BellSouth will offer use of its signaling network on an unbundled basis at tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

## ATTACHMENT C

### STIPULATION AND AGREEMENT

Chapter 364.16(4), Florida Statutes, requires the Florida Public Service Commission to have a temporary service provider number portability mechanism in place on January 1, 1996. The statute further requires industry participants to form a number portability standards group by September 1, 1995 for the purpose of developing the appropriate costs, parameters, and standards for number portability. Negotiating the temporary number portability solution is one task that the group is to perform. This standards group was formed on July 26, 1995, and consists of the members listed on Attachment A to this agreement. If parties are unable to come to agreement on the temporary solution, the Florida Public Service Commission has reserved dates for an evidentiary proceeding under Chapter 120.57, Florida Statutes.

As a result of workshops held by the members of the standards group, an agreement has been reached as to the methods of providing temporary number portability. This Stipulation is entered into by and between the undersigned parties to Docket No. 950737-TP, Investigation into a Temporary Local Telephone Number Portability Solution to Implement Competition in Local Exchange Markets.

The parties agree that Chapter 364.16(4), Florida Statutes, requires a service provider temporary number portability solution. Service provider number portability allows an end user at a given location to change service from a local exchange



company (LEC) to an alternative local exchange company (ALEC) or vice versa, or between two ALECs, without changing local telephone numbers.

The parties further agree that a temporary service provider number portability mechanism that can be implemented in most LEC central offices at the present time is Remote Call Forwarding. With Remote Call Forwarding, a call to the old telephone number is first sent to the switch of the former local service provider, and then forwarded (ported) to the switch of the new local service provider. This is a temporary mechanism that can be implemented using existing switch and network technology. While remote call forwarding is not an appropriate solution to the issue of permanent number portability, the parties agree that it can be used as a temporary number portability mechanism.

The parties therefore agree that the LECs shall offer Remote Call Forwarding to certificated ALECs as a temporary number portability mechanism, effective January 1, 1996. Likewise, the parties agree that ALECs shall offer Remote Call Forwarding to LECs as a temporary number portability mechanism, effective on the date they begin to provide local exchange telephone service. All parties agree that the provision of reliable end user access to emergency services such as 911/E911 is necessary to protect the public health, safety and welfare. This stipulation is entered into with the understanding that Remote Call Forwarding does not provide technical impediments to the availability and reliable transfer of relevant information to 911/E911 systems.

All parties shall work together and with the 911 coordinators to successfully integrate the relevant ALEC information into the existing 911/E911 systems. The recurring price for Remote Call Forwarding will be on a per-line per-month basis and will be uniform throughout an individual LEC's existing service territory. The price charged by an individual LEC for Remote Call Forwarding shall not be below the costs of that LEC to provide Remote Call Forwarding for purposes of providing temporary number portability. The price charged for Remote Call Forwarding offered by an ALEC will mirror the price charged by the LEC.

The parties recognize that there are other related compensation issues that are not addressed in this agreement, including compensation for termination of ported calls and the entitlement to terminating network access charges on ported calls. These items will be negotiated by the parties, or resolved by the Commission, as local interconnection issues under Chapter 364.162.

The parties further agree that Flexible Direct Inward Dialing is an alternative temporary number portability mechanism. With Flexible Direct Inward Dialing, the number is routed to the switch of the former local service provider, which translates it to look like a direct inward dialed call terminating in the switch of the new local exchange provider. The parties recognize that Flexible Direct Inward Dialing involves certain technical and administrative issues that have not yet been fully addressed.

The parties agree that the LECs will continue to negotiate with the ALECs who desire to utilize Flexible Direct Inward Dialing as a method of providing temporary number portability to resolve any technical and administrative issues and to establish the prices, terms and conditions upon which Flexible Direct Inward Dialing will be offered. In the event the parties are unable to satisfactorily negotiate the price, terms and conditions, either party may petition the Commission which shall, within 120 days after receipt of the petition and after opportunity for a hearing, determine whether Flexible Direct Inward Dialing is technically and economically feasible and, if so, set nondiscriminatory rates, terms and conditions for Flexible Direct Inward Dialing. The prices and rates shall not be below cost.

Nothing in this Stipulation shall preclude the use of other feasible options for temporary number portability that may be developed in the future.

The parties further agree that the work of the number portability standards group will continue, under Chapter 364.16(4), Florida Statutes, to investigate and develop a permanent number portability solution.

(SIGNATURES BEGIN ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this  
Stipulation and Agreement as of the 30th day of August, 1995.

BELLSOUTH TELECOMMUNICATIONS, INC.  
D/B/A SOUTHERN BELL TELEPHONE AND  
TELEGRAPH COMPANY

By: *Nancy H. Sims*

GENERAL TELEPHONE COMPANY OF FLORIDA,  
INC.

By: \_\_\_\_\_

SPRINT/UNITED TELEPHONE COMPANY OF  
FLORIDA

By: \_\_\_\_\_

SPRINT/CENTRAL TELEPHONE COMPANY OF  
FLORIDA

By: \_\_\_\_\_

METROPOLITAN FIBER SYSTEMS OF FLORIDA,  
INC.

By: \_\_\_\_\_

MCI METRO ACCESS TRANSMISSION SERVICES,  
INC.

By: *Rico D. Mesa*

IN WITNESS WHEREOF, the parties have executed this  
Stipulation and Agreement as of the 30th day of August, 1995.

BELLSOUTH TELECOMMUNICATIONS, INC.  
D/B/A SOUTHERN BELL TELEPHONE AND  
TELEGRAPH COMPANY

By: \_\_\_\_\_

GENERAL TELEPHONE COMPANY OF FLORIDA,  
INC.

By: *[Handwritten Signature]*

SPRINT/UNITED TELEPHONE COMPANY OF  
FLORIDA

By: \_\_\_\_\_

SPRINT/CENTRAL TELEPHONE COMPANY OF  
FLORIDA

By: \_\_\_\_\_

METROPOLITAN FIBER SYSTEMS OF FLORIDA,  
INC.

By: \_\_\_\_\_

MCI METRO ACCESS TRANSMISSION SERVICES,  
INC.

By: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Stipulation and Agreement as of the 30th day of August, 1995.

BELLSOUTH TELECOMMUNICATIONS, INC.  
D/B/A SOUTHERN BELL TELEPHONE AND  
TELEGRAPH COMPANY

By: \_\_\_\_\_

GENERAL TELEPHONE COMPANY OF FLORIDA,  
INC.

By: \_\_\_\_\_

SPRINT/UNITED TELEPHONE COMPANY OF  
FLORIDA

By: F.B. Bag \_\_\_\_\_

SPRINT/CENTRAL TELEPHONE COMPANY OF  
FLORIDA

By: F.B. Bag \_\_\_\_\_

METROPOLITAN FIBER SYSTEMS OF FLORIDA,  
INC.

By: \_\_\_\_\_

MCI METRO ACCESS TRANSMISSION SERVICES,  
INC.

By: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this  
Stipulation and Agreement as of the 30th day of August, 1995.

BELLSOUTH TELECOMMUNICATIONS, INC.  
D/B/A SOUTHERN BELL TELEPHONE AND  
TELEGRAPH COMPANY

By: \_\_\_\_\_

GENERAL TELEPHONE COMPANY OF FLORIDA,  
INC.

By: \_\_\_\_\_

SPRINT/UNITED TELEPHONE COMPANY OF  
FLORIDA

By: \_\_\_\_\_

SPRINT/CENTRAL TELEPHONE COMPANY OF  
FLORIDA

By: \_\_\_\_\_

METROPOLITAN FIBER SYSTEMS OF FLORIDA,  
INC.

By: *[Handwritten Signature]*

MCI METRO ACCESS TRANSMISSION SERVICES,  
INC.

By: \_\_\_\_\_

TIME WARNER AXS

By: *[Signature]*

DIGITAL MEDIA PARTNERS

By: *[Signature]*

FLORIDA CABLE TELECOMMUNICATIONS  
ASSOCIATION, INC.

By: *Samuel Wilson*

AT&T COMMUNICATIONS OF THE SOUTHERN  
STATES, INC.

By: *Michael W. De*

FLORIDA PUBLIC TELECOMMUNICATIONS  
ASSOCIATION

By: *[Signature]*

INTERMEDIA COMMUNICATIONS OF FLORIDA,  
INC.

By: \_\_\_\_\_

SPRINT COMMUNICATIONS COMPANY,  
LIMITED PARTNERSHIP

By: \_\_\_\_\_



TIME WARNER AXS

By: \_\_\_\_\_

DIGITAL MEDIA PARTNERS

By: \_\_\_\_\_

FLORIDA CABLE TELECOMMUNICATIONS ASSOCIATION, INC.

By: \_\_\_\_\_

AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.

By: \_\_\_\_\_

FLORIDA PUBLIC TELECOMMUNICATIONS ASSOCIATION

By: \_\_\_\_\_

INTERMEDIA COMMUNICATIONS OF FLORIDA, INC.

By: Patricia A. Kelli

SPRINT COMMUNICATIONS COMPANY, LIMITED PARTNERSHIP

By: \_\_\_\_\_

TIME WARNER AXS

By: \_\_\_\_\_

DIGITAL MEDIA PARTNERS

By: \_\_\_\_\_

FLORIDA CABLE TELECOMMUNICATIONS  
ASSOCIATION, INC.

By: \_\_\_\_\_

AT&T COMMUNICATIONS OF THE SOUTHERN  
STATES, INC.

By: \_\_\_\_\_

FLORIDA PUBLIC TELECOMMUNICATIONS  
ASSOCIATION

By: \_\_\_\_\_

INTERMEDIA COMMUNICATIONS OF FLORIDA,  
INC.

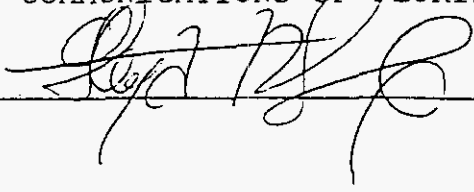
By: \_\_\_\_\_

SPRINT COMMUNICATIONS COMPANY,  
LIMITED PARTNERSHIP

By: Joey H. Key

MCCAW COMMUNICATIONS OF FLORIDA, INC.

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to be "R. J. ...", is written over a horizontal line. The signature is stylized and somewhat illegible.