

FLORIDA PUBLIC SERVICE COMMISSION
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M E M O R A N D U M

May 9, 1996

TO: DIRECTOR, DIVISION OF RECORDS AND REPORTING (BAYO)

FROM: DIVISION OF COMMUNICATIONS (CHASE, NORTON) *jc nbn RIT*
DIVISION OF LEGAL SERVICES (HATCH) *fl*

RE: DOCKET NO. 960228-TP - PETITION FOR APPROVAL OF
INTERCONNECTION AGREEMENT WITH INTERMEDIA COMMUNICATIONS
OF FLORIDA, INC. BY GTE FLORIDA INCORPORATED

AGENDA: MAY 21, 1996 - REGULAR AGENDA - PROPOSED AGENCY ACTION -
INTERESTED PERSONS MAY PARTICIPATE

CRITICAL DATES: COMMISSION MUST APPROVE OR DENY BY 5/22/96 PER
TELECOMMUNICATIONS ACT OF 1996

SPECIAL INSTRUCTIONS: I:\PSC\CMU\WP\960228TP.RCM

CASE BACKGROUND

On February 23, 1996, GTE Florida Incorporated (GTEFL) filed a petition for approval of an interconnection agreement with Intermedia Communications, Inc. (Intermedia). The agreement was executed on January 26, 1996, and GTEFL is seeking approval of the agreement under the Federal Telecommunications Act of 1996. The following recommendation addresses the petition.

DISCUSSION OF ISSUES

ISSUE 1: Should the Commission approve the proposed interconnection agreement between GTEFL and Intermedia that resolves all major issues involving these parties as they relate to universal service, number portability, resale/unbundling, and local interconnection?

RECOMMENDATION: Yes. The Commission should approve the proposed interconnection agreement between GTEFL and Intermedia, thus resolving all major issues involving these parties as they relate to universal service, number portability, resale/unbundling, and local interconnection. In addition, staff recommends that any party may choose to buy temporary number portability from GTEFL, for both recurring and nonrecurring charges, either out of the

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Commission ordered tariff or under the rates, terms, and conditions of the GTEFL/Intermedia agreement.

STAFF ANALYSIS: As stated in the Case Background, GTEFL is seeking approval of the interconnection agreement with Intermedia under the federal Telecommunications Act of 1996 (1996 Act). The agreement will resolve the major issues between the parties and allow them to begin to compete in the local exchange market (See Attachment I).

Both the 1996 Act and the recently revised Chapter 364, Florida Statutes, encourage parties to enter into negotiated agreements to bring about local exchange competition as quickly as possible. Under the 1996 Act, "any party may, at any point in the negotiation, ask the State commission to participate in the negotiation and to mediate any differences arising in the course of the negotiation." If the parties reach a negotiated agreement, under Section 252(e) of the 1996 Act it is to be filed with the state commission for approval. In addition, Section 252(a)(1) of the 1996 Act requires that "the agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement." Under Section 252(e)(4), the state commission must approve or reject the agreement within 90 days after submission or the agreement shall be deemed approved.

Staff has reviewed the GTEFL and Intermedia proposed agreement for compliance with both the Florida Statutes and the 1996 Act. The agreement contains sections on local interconnection, unbundling and resale, universal service, and temporary number portability.

Local Interconnection

Under the proposed agreement, the exchange of local traffic between GTEFL and Intermedia will be reciprocal and compensation will be mutual. The parties will pay each other GTEFL's terminating switched access rate, exclusive of the residual interconnection charge (RIC) and carrier common line elements of the switched access rate, on a per minute of use basis. This rate is \$.011136 per minute and is a tandem connection. However, neither party is required to compensate another for more than one hundred five percent of the total minutes of use of the party with the lower minutes of use in the same month. In addition, if the parties mutually agree, local traffic may be exchanged on an in-kind basis.

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Unbundling and Resale

Several network elements are proposed to be unbundled and made available to Intermedia under the agreement:

- (1) Access to 911/E911 Emergency Network
- (2) Directory Listings and Directory Distribution
- (3) IntraLATA 800 Traffic
- (4) Busy Line Verification/Emergency Interrupt Services
- (5) Class interoperability and Signaling
- (6) Local Loop

Some of the unbundling and resale sections lacked the detail required by Section 252(a)(1) of the 1996 Act. Staff contacted GTEFL and Intermedia about the lack of detail, and GTEFL and Intermedia submitted supplements to the agreement which contained the necessary detailed information (Attachment II).

Universal Service

With respect to universal service issues, the Commission, by Order No. PSC-96-0082-AS-TP issued January 17, 1996, established a generic policy to implement an interim mechanism that consists of two components. First, the LECs should continue to fund their universal service/carrier of last resort (US/COLR) requirements via markups on the rates of their services. Second, to the extent that a LEC can demonstrate the amount of its universal service subsidy and that it is suffering an erosion of its ability to sustain its US/COLR obligations due to local exchange competition, then an expedited petition process to obtain relief is allowed.

The language of the proposed GTEFL and Intermedia agreement differs somewhat from the Commission's order; however, staff believes the intent in the agreement comports with the Commission's policy decision. Under the proposed agreement the signatories agree that GTEFL will guarantee the provision of universal service as the carrier of last resort throughout its territory until January 1, 1998. Further, the proposed agreement is consistent with Commission policy, in that it allows GTEFL during the two-year period to petition the Commission for relief if it believes that competition is undermining its ability to sustain its US/COLR responsibilities. Staff would note that the proposed agreement contains language whereby the parties agree to urge the Commission to open a separate docket to pursue issues surrounding a permanent US/COLR mechanism. However, the Commission decided at the December 14, 1995 special agenda not to pursue development of

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the Commission's recommendation on a permanent US/COLR mechanism in formal proceedings.

Temporary Number Portability

The proposed agreement also differs from the Commission's decision on temporary number portability in Docket No. 950737-TP in two respects. First, the recurring monthly rates in the proposed agreement for ported numbers are higher than the rates adopted by the Commission. The recurring charge in the agreement is \$1.25 per line per month for residential or business lines. The Commission ordered \$1.00 per line per month for residential or business lines. The Commission did allow parties to negotiate different rates as part of a larger package. Second, while the Commission adopted a nonrecurring establishment charge of \$10.00 per order per customer account, the proposed agreement provides for a charge of \$5.00 per order. Although the nonrecurring charge is different and below the company's stated cost in Docket No. 950737-TP, staff believes that the agreement's provisions on temporary number portability should be viewed in conjunction with all other conditions in the agreement.

Staff does have concerns that allowing the nonrecurring charge for temporary number portability to be lower than the Commission ordered rate of \$10 might be discriminatory. However, under Section 252(i) of the 1996 Act, the LEC must make any part of an agreement available to a non-party "upon the same terms and conditions as those provided in the agreement." Staff recommends that any party may choose to buy temporary number portability from GTEFL, for both recurring and nonrecurring charges, either out of the Commission ordered tariff or under the rates, terms, and conditions of the GTEFL/Intermedia agreement. An ALEC may not purchase the temporary number portability nonrecurring charge from the GTEFL/Intermedia agreement and the recurring charges from GTEFL's tariff.

Conclusion

Table 1-1 compares the major elements of the GTEFL/Intermedia agreement with Commission ordered interconnection arrangements and Commission approved negotiated interconnection agreements.

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Table 1-1

	GTEFL/Intermedia Negotiated Agreement	BellSouth/FCTA Negotiated Agreement	BellSouth/MCImetro and MFS-FL Commission Ordered Arrangement
Local Interconnection	\$.011136/Minute 105% Cap **	\$.01052/Minute 105% Cap **	Mutual Traffic Exchange
Unbundled Loops	\$23.00 per month	\$21.15 per month	\$17.00 per month
Temporary Number Portability			
Recurring -	\$1.25 per line per month res. or bus.	\$1.25 per line per month res. and \$1.50 per line per month bus.	\$1.00 per line per month res. or bus.
Additional Path -	\$.50 per path	\$.50 per path	\$.50 per path
Nonrecurring -	\$5.00 per order	\$25.00 per order	\$10.00 per order per customer account

** Mutual Traffic Exchange will be used if both parties agree administrative costs of billing and auditing are too high.

In summary, the agreement, with supplements, complies with both the 1996 Act and Section 364, Florida Statutes. Therefore, staff believes that the Commission should approve the proposed interconnection agreement between GTEFL and Intermedia that resolves all major issues involving these parties as they relate to universal service, number portability, resale/unbundling, and local interconnection. Staff believes that the Commission should support negotiations between parties in order to help competition in the local exchange market develop more rapidly.

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ISSUE 2: Should Docket No. 960228-TP be closed?

RECOMMENDATION: Yes, with the adoption of staff's recommendation in Issue 1, Docket No. 960228-TP should be closed at the end of the the 21 day protest period.

STAFF ANALYSIS: This docket should be closed at the end of the 21 day protest period.

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of
Interconnection Agreement

Docket No. 960228-TP
Filed: February 23, 1996

**PETITION OF GTE FLORIDA INCORPORATED
FOR APPROVAL OF INTERCONNECTION AGREEMENT
WITH INTERMEDIA COMMUNICATIONS INC.**

GTE Florida Incorporated (GTEFL) files this petition before the Florida Public Service Commission seeking approval of an interconnection agreement which GTEFL has entered with Intermedia Communications Inc. (ICI). In support of this petition, GTEFL states:

1. Florida's new telecommunications law, Chapter Law 95-403, requires local exchange carriers such as GTEFL to negotiate with alternative local exchange carriers "mutually acceptable prices, terms and conditions of interconnection and for the resale of services and facilities." Fla. Stat. §364.162. In accordance with that provision, GTEFL has entered an agreement with ICI, which has been certificated as an alternative local exchange carrier as that term is defined in §364.02(1). This agreement was executed on January 26, 1996 and is attached hereto as Attachment A.

2. The United States Congress has also recently passed legislation amending the Communications Act of 1934. This act, referred to as the Telecommunications Act of 1996, requires that any "interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission." *Telecommunications Act of 1996*, §252(e). This requirement also applies to interconnection agreements negotiated before the date of enactment of that Act. *Id.* §252(a).

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3. Under the federal act, an interconnection agreement can be rejected by the state commission only if the commission finds that the agreement (or any portion thereof) discriminates against a telecommunications carrier not a party to the agreement or if the implementation of that agreement is not consistent with the public interest, convenience and necessity.

4. The agreement with ICI does not discriminate against other similarly situated carriers, which may order interconnection from GTEFL under similar terms and conditions. The agreement is also consistent with the public interest, convenience and necessity. As such, GTEFL seeks approval of the agreement from the Commission as required under the federal statutory provisions noted above.

Wherefore, GTEFL respectfully requests that the Commission approve the attached interconnection agreement entered with ICI and that GTEFL be granted all other relief proper under the circumstances.

Respectfully submitted on February 23, 1996.



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Attorneys for GTE Florida Incorporated

INTERCONNECTION AGREEMENT

This Interconnection Agreement (Agreement) is entered into by and between the undersigned parties to establish, on an interim basis, nondiscriminatory rates, terms and conditions for local interconnection pursuant to Section 364.162, Florida Statutes; address the establishment of an interim universal service/carrier of last resort recovery mechanism pursuant to Section 364.025, Florida Statutes; address a temporary telephone number portability solution, e.g., Remote Call Forwarding, pursuant to Section 364.16(4), Florida Statutes; and address unbundling and resale of local exchange telecommunications company network features, functions and capabilities pursuant to Section 364.161, Florida Statutes, to the extent identified herein.

The undersigned parties are entering into this Agreement for the purpose of commencing local exchange competition on an expedited basis and avoiding the uncertainty and expense of litigation. It is the intention of the undersigned parties that this Agreement remain in effect for two years beginning January 1, 1996. The undersigned parties understand that this is an interim Agreement for the reasons noted and the parties intend to renegotiate this Agreement at its conclusion. Prices, terms and conditions other than those set forth in this Agreement may be more appropriate upon the expiration of this Agreement in order to send the correct price signals to the market.

The parties intend for this Agreement to establish only interim prices, terms, conditions and mechanisms necessary to allow the introduction of local exchange competition, as required by the above-referenced sections of Florida Chapter Law 95-403. However, for the period until January 1, 1998, disputed issues raised by the aforementioned statutes shall be resolved as follows:

A. Local Interconnection

Section 364.16, Florida Statutes, requires, among other things, that each incumbent local exchange telecommunications company (LEC) provide access to and interconnection with its telecommunications facilities to any other provider of local exchange telecommunications services requesting such access and interconnection at non-discriminatory prices, rates, terms, and conditions established by the procedures set forth in Section 364.162, Florida Statutes. Section 364.162 provides that an alternative local exchange telecommunications company (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 LEC 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 (60) days, either party may petition the Commission to establish non-discriminatory rates, terms and conditions of interconnection and for the resale of LEC services and facilities. The parties were unable to negotiate mutually acceptable prices, terms and conditions of interconnection by August 31, 1995, or within sixty (60) days. After further negotiations, however, the undersigned parties now agree to the following interim prices, terms and conditions for interconnection and the exchange of traffic with GTE Florida Incorporated (GTEFL) through December 31, 1997:

1. "Local interconnection" is defined only for purposes of this Agreement as including the delivery of local traffic to be terminated on each company's local network, the LEC unbundled network features, functions and capabilities contained in Attachment D, and temporary telephone number

portability to be implemented pursuant to Section 364.16(4), Florida Statutes. While the parties have endeavored in good faith to resolve the issues relating to local interconnection, the parties recognize that they are unable to foresee and account for every issue that may arise as this Agreement is implemented. Thus, to the extent that the prices, terms and conditions for local interconnection are not specifically established herein, the additional prices, terms and conditions shall be established pursuant to negotiation or set by the Commission, upon request, as required by Section 364.161(6), Florida Statutes. If the Commission does not render its vote within 120 days, then the parties agree that the Commission's decision will be retroactive to the 120th day after a petition is filed.

2. The delivery of local traffic between each undersigned ALEC and GTEFL shall be reciprocal and compensation will be mutual. The parties will pay each other GTEFL's terminating switched access rate, exclusive of the Residual Interconnection Charge and Common Carrier Line elements of the switched access rate, on a per minute of use basis for terminating local traffic on each other's network within GTEFL's existing franchise area. The parties shall not route local traffic through the tandem switch unnecessarily to generate revenues. Examples of these rate elements and prices are identified on Attachment A, which is incorporated herein by reference. If it is mutually agreed at some future date, the parties may exchange local

traffic on an in-kind basis, foregoing compensation in the form of cash or cash equivalent.

3. On an interim basis, a local exchange provider shall not be required to compensate another local exchange provider for more than up to one-hundred-five percent (105%) of the total minutes of use of the local exchange provider with the lower minutes of use in the same month. This cap shall apply to the total local minutes of use calculated on a company-wide basis in the State of Florida. For example, if in a given month GTEFL 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 GTEFL's local exchange network, the ALEC would be required to compensate GTEFL for local interconnection on the basis of 10,500 terminating minutes (10,000 mins. X 105% = 10,500 mins.) and GTEFL would compensate the ALEC for 10,000 terminating minutes. Seven additional examples are contained on Attachment B, which is incorporated herein by reference. In order to determine the amount of local traffic terminated on each local provider's network, each local provider will report to the other provider the amount of local traffic terminated. Connectivity shall be established at each and every point where the facilities of GTEFL and the ALEC perform the physical function of delivering local traffic to be terminated in the other company's network. Such interconnecting facilities shall conform, at the minimum, to the telecommunications industry

standard of DS1 (Bellcore Standard No. TR-NWT-00499). Neither party shall construct facilities in order to necessitate the other party building unnecessary facilities. STP (signal transfer point) SS7 (Signalling System 7) connectivity is also required. The parties recognize that various aspects of the interconnection process (including physical interconnection arrangements (i.e., collocation, midspan meet) technical requirements, trouble reporting and resolution, billing processes, resolution of operating issues, provisioning, ordering, deadlines, performance standards, recording of traffic, including start and stop time, reporting and payment, dispute resolutions, rounding measurements, financial penalties for late payments, and the provision of inter-carrier clearinghouse functions are not resolved in this document, and the parties agree to cooperatively work toward resolution of these issues no later than March 31, 1996, and that either party may petition the Commission for resolution should unresolved issues remain on March 31, 1996. If the Commission does not render its vote within 120 days of the petition, then the parties agree that the Commission's decision will be retroactive to the 120th day after a petition is filed. The parties agree that resolution of these issues will ultimately result in additional written documents with which the parties will comply.

4. The parties stipulate and agree that the exchange of traffic on GTEFL's Extended Area Service, Extended Calling Service and other local calling routes shall be considered local traffic. The parties will therefore

compensate each other for such traffic pursuant to paragraphs 2 and 3 above.

5. The parties further agree that no traffic for which terminating access services charges would otherwise apply shall be carried through a local interconnection arrangement without paying the appropriate charge for such terminating access services as set forth in Section 364.16(3)(a), Florida Statutes. GTEFL agrees to provide ALECs with a sufficient quantity of numbering resources to enable ALECs to comply with this requirement.

6. Either GTEFL or an ALEC will provide intermediary tandem switching and transport to connect the end user of a local exchange provider to the end user of another ALEC, a LEC other than GTEFL, another telecommunications company (e.g., pay telephone provider, operator services provider), or a wireless telecommunications service provider for the purpose of making a local call. The local exchange provider performing this intermediary function will bill a \$.002 per minute charge over and above its appropriate local interconnection rate elements as shown on Attachment A.

7. When GTEFL or an ALEC provides intermediary functions for network access, i.e., between an IXC and an ALEC, the ALEC and GTEFL 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.

8. The delivery of intrastate toll traffic between each undersigned ALEC and GTEFL shall also be reciprocal and compensation will be mutual. Each undersigned ALEC and GTEFL shall pay each other identical rates for terminating the same type of traffic on each other's network. The parties will pay each other GTEFL's intrastate switched network access service rate elements on a per minute of use basis for originating and terminating intrastate toll traffic as appropriate within GTEFL's franchised area. For example, when an ALEC customer places a toll call to a GTEFL customer and the ALEC serves as the toll carrier, GTEFL will charge the ALEC terminating network access charges, the price of which will vary depending upon whether the call goes through a GTEFL tandem or is directly routed to the GTEFL end office. If the ALEC is serving as the GTEFL customer's presubscribed IXC, or the GTEFL customer uses the ALEC on a 10XXX basis, then GTEFL will charge the ALEC the appropriate originating network access charges. Likewise, if GTEFL is serving as the ALEC customer's presubscribed IXC, or the ALEC customer uses GTEFL on a 10XXX basis, the ALEC will bill GTEFL the appropriate originating network access charges. Examples of these network access rate elements and prices are identified on Attachment C, which is incorporated herein by reference.

The prices, terms and conditions of local interconnection agreed to herein are deemed transitional in nature. The parties deem them acceptable only in the interest of compromise to enable the introduction of local exchange competition to Florida's consumers beginning January 1, 1996.

The undersigned parties stipulate and agree that because the local interconnection and traffic arrangements agreed to herein are considered transitional, the agreements shall be renegotiated with the new provisions becoming effective after two years. Accordingly, by no later than June 1, 1997, the undersigned parties 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 of commencing negotiations, any party may petition the Commission to establish appropriate interconnection arrangements. The parties will encourage the Commission to issue its order by no 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, 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 on a reciprocal basis pursuant to the terms of this Agreement.

B. Unbundling and Resale of Local Exchange Telecommunications Company Network Features, Functions and Capabilities

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 D, which is incorporated herein by reference. It is understood by the parties that the list of network features, functions and capabilities is not exhaustive and the parties commit to cooperate in the negotiation of additional network features, functions and capabilities as the parties' future needs require.

GTEFL contends that the unbundled price of a local loop should be computed under economically efficient pricing models and should not be equated with existing special access tariff rates. However, in the interest of compromise and for the sole purpose of establishing unbundled loop prices for the State of Florida and given the time requirements of Chapter 364 of the Florida Statutes, GTEFL has agreed to utilize a rate that is the same as its existing special access rate. By agreeing to utilize such rates in

this settlement, GTEFL does not waive its right to change such rates as permitted by law, propose and advocate use of different pricing models in other proceedings involving the same or other parties or upon conclusion of the two years of this Agreement. The parties agree that the issue of imputation of LEC unbundled service prices into its retail rates is not addressed by this Agreement, and that the ALECs reserve their right to further address imputation for these services, including unbundled local loops.

C. Universal Service/Carrier of Last Resort

The parties agree that Section 364.025, Florida Statutes, contains a legislative finding that each telecommunications company should contribute its fair share to the support of the local exchange telecommunications company's universal service/carrier of last resort ("US/COLR") obligations. For a transitional period, the Commission is required to establish an interim US/COLR mechanism for maintaining universal service and funding carrier of last resort obligations, pending the implementation of a permanent mechanism. This interim mechanism is to be implemented by January 1, 1996, and applied in a manner that ensures that each alternative local exchange company contributes its fair share to the support of the local exchange telecommunications company's US/COLR obligations. The interim mechanism shall reflect a fair share of the LEC's recovery of investment made in fulfilling its COLR 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 parties stipulate and agree to the following interim mechanism to assure the provision of universal service through a carrier of last resort. The undersigned parties stipulate and agree that GTEFL will guarantee the provision of universal service as the carrier of last resort throughout its territory until January 1, 1998.

Notwithstanding the foregoing, if GTEFL subsequently believes that competition is in any way undermining its ability to provide universal service during the duration of this agreement, it may petition the Commission to commence a proceeding to quantify the amount of support, if any, needed to maintain universal service and seek a contribution from ALECs. The amount of support needed, if any, and related issues are matters of proof on a case-by-case basis. Moreover, the parties in no way waive their right to petition the Commission pursuant to Section 364.025(3), Florida Statutes.

The parties urge the Commission to open a separate docket to investigate and recommend to the Legislature what the Commission determines to be a fair and reasonable resolution of the issues surrounding a permanent universal service mechanism pursuant to Section 364.025(4), Florida Statutes. The undersigned parties also agree to use their best efforts to persuade the Commission and the Legislature to resolve the issues surrounding the establishment of 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 existence of or need for a subsidy, the necessity for a permanent US/COLR recovery

mechanism, or the appropriate methodology for determining a provider's fair share of contribution, if any, under a permanent mechanism.

D. Temporary Telephone Number Portability

At the Commission's regular agenda conference held on September 12, 1995, the Commission approved the 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, the advantages and disadvantages of Remote Call Forwarding, and the treatment of terminating access charges on a ported call. The undersigned parties agree that the Commission-approved Stipulation and Agreement shall be incorporated herein by reference and be attached to this Agreement as Attachment E.

With regard to the price to be paid for remote call forwarding between carriers, which is the temporary telephone number portability solution to be implemented by January 1, 1996, the undersigned parties agree to pay a recurring charge as follows: \$1.25 per line per month per residential customer for one path and \$1.25 per line per month per business customer for one path. For additional paths, the undersigned parties agree to pay \$.50 per month per additional path per residential customer and \$.50 per month per additional path per business customer, with no additional nonrecurring charge if the additional path is ordered at the same time as the first path. The undersigned parties further agree to pay a nonrecurring charge of \$5.00 per order for multiple lines placed for single end user customers in a single exchange.

The temporary number portability charges listed above shall also apply whenever a GTEFL customer switches to an ALEC and changes his/her location within the same GTEFL central office. The same charges will apply when an ALEC customer switches to GTEFL and changes his/her location within the same ALEC central office.

For that terminating toll traffic ported to the ALEC which requires use of the GTEFL tandem switching, the access arrangement should be for GTEFL and the ALEC to bill the traffic in accordance with meet-point billing arrangements. However, GTEFL is currently not technically capable of providing this access arrangement because it is unable to identify or provide the necessary access records to permit the ALECs to bill the IXCs directly for terminating access to ported numbers. The parties agree to work cooperatively to develop a mutually agreed upon surrogate method to approximate the access minutes, and a settlement process which permits the ALEC to recover those access revenues due to it as a co-provider of access services to IXCs. During the interim, until a surrogate can be mutually developed by the parties, GTEFL will bill the IXC full terminating switched access charges and remit the local interconnection revenues to the ALEC. If a GTEFL intraLATA call is delivered to the ALEC, GTEFL will pay the ALEC terminating access rates. The arrangement described in this paragraph shall work on a reciprocal basis.

E. Resolution of Disputes

The undersigned parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of any of the matters agreed to in this 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 Agreement.

F. Duration

This Agreement is effective as of January 1, 1996, and remains in effect until each of the matters and issues addressed herein has been implemented or resolved as contemplated by the undersigned parties or as modified by mutual consent of the parties. This Agreement shall still remain in effect for the undersigned parties in the event that the Commission orders GTEFL to impose different rates for other AL/ECs or carriers.

G. Representations

Each person signing this Agreement represents that he or she has the requisite authority to bind the party on whose behalf the person is signing. By signing this 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 Agreement, the comprehensive resolution of the issues set forth in this Agreement shall, nonetheless, be binding upon the undersigned parties. The parties further request the opening of a separate docket in the Commission's effort to satisfy the Legislature's mandate to research the issue of a permanent US/COLR mechanism and recommend what the Commission determines to be 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 Agreement was entered into to resolve issues and matters which are unique to the State of Florida. The undersigned parties further agree that this Agreement was the result of compromise and negotiation and was entered in order to avoid the expense and uncertainty of trying and appealing these issues before the Commission and the Courts. The undersigned parties therefore agree that none of the agreements and stipulations contained herein shall be proffered by an undersigned party or any of its affiliates in this or any other jurisdiction as evidence of any concession or as a waiver of any position taken by another undersigned party or affiliate 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 Agreement shall not be deemed a waiver of any of the provisions of this 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 Agreement.

J. Indemnity

The undersigned ALECs agree to forever indemnify and hold harmless GTEFL, its affiliates and any third-party provider or operator of facilities involved in the provision of services under this Agreement (collectively, the "Indemnified Parties") from and against any and all damages, losses, claims, actions, liabilities, demands, charges, suits, penalties, assessments or payments which any ALEC end user may assert against an

Indemnified Party arising out of or relating to the services provided in this Agreement. The ALEC shall further indemnify and hold harmless each Indemnified Party from and against any and all damages, losses, claims, actions, liabilities, demands, charges, suits, penalties, assessments or payments which any Indemnified Party may incur or which any Indemnified Party may be subjected to, arising out of, or otherwise based upon, actual or alleged defamation, libel, slander, interference with or misappropriation of any contract, proprietary or creative right or any other injury to any person or property arising out of the content transmitted by the ALEC or an end user, or any other act or omission of the ALEC or an end user. Any such indemnification shall include all costs and expenses (including, but not limited to, court costs and attorneys' fees).

K. Limitation of Liability

GTEFL's liability, whether in contract, tort or otherwise, under this Agreement shall be strictly limited in accordance with the limitation of liability provisions of its existing access tariff (attached hereto as Attachment F), regardless of whether the rates, terms and conditions of this Agreement are tariffed by GTEFL. Under no circumstance shall GTEFL be responsible or liable for indirect, incidental, or consequential damages to anyone resulting from this Agreement or from any failure on the part of GTEFL to perform under this agreement. Further, except as specifically provided in this Agreement and related tariffs, GTEFL makes no representations or warranties concerning the specific quality of any services provided under this Agreement. GTEFL disclaims, without limitation, any warranty or guarantee of merchantability or fitness for a particular

purpose, arising from course of performance, course of dealing, or from usages of trade.

L. Governing Law

This 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.

M. Purposes

The undersigned parties acknowledge that this Agreement is being entered into for the purposes of allowing the introduction of local exchange competition; complying with the requirements of Florida Chapter Law 95-403 with respect to negotiating the matters at issue under that Act; and in order to avoid the expense and uncertainty inherent in resolving the matters at issue in Docket No. 950696-TP. Neither this Agreement nor any action taken to reach, effectuate or further this Agreement may be construed as, or may be used as an admission by or against any party. Entering into or carrying out this 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 GTEFL believes that a universal service "subsidy" exists or is necessary.

N. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all the undersigned parties.

O. Joint Drafting

The undersigned parties participated in the drafting of this Agreement and, therefore, the terms of this Agreement are not intended to be constructed against any undersigned party by virtue of draftsmanship.

P. Single Instrument

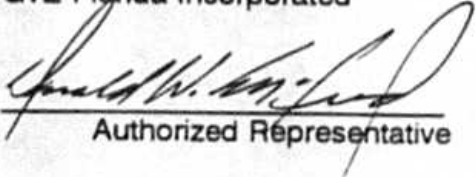
This Agreement may be executed in several counterparts, each of which, when executed, shall constitute an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed as of the 26th day of January, 1996, by the undersigned representatives for the parties hereto.

Florida Cable Telecommunications
Association, Inc.

By: _____
Authorized Representative

GTE Florida Incorporated

By: 
Authorized Representative

Intermedia Communications Inc.

By: 
Authorized Representative

Time Warner AXS/Digital Media Partners

By: _____
Authorized Representative

MCI Metro

By: _____
Authorized Representative

ATTACHMENT A

**GTE FLORIDA SWITCHED ACCESS RATE ELEMENTS AND RATE LEVELS
AS OF JANUARY 1, 1996**

Rate Elements	Rate Levels ³ as of January 1, 1996
Transport ¹	
DS1 Local Channel - Entrance Facility ²	\$.0012037
Switched Common Transport per minute of use per mile	\$.0000135
Facilities Termination per MOU	\$.0002688
Access Tandem Switching	\$.0007500
Local Switching	<u>\$.0089000</u>
	\$.0111360

¹ Assumptions:

- Tandem Connection with Common Transport
- No Collocation
- DS1 local channel @ 9000 minutes per month and 24 voice grade equivalent
- Zone 1 charges (Zones 2 and 3 rates are as contained in GTEFL's intrastate access service tariff)

² Rate shown for first system. Rate for additional system is \$.0006019. Total rate would be \$.0105342.

³ Rate levels shown in this example will vary based upon purchaser's requirements for specific network arrangements.

ATTACHMENT B

EXAMPLE OF "5% CAP"

Case 1:

GTEFL terminates 10,000
min. to ALEC X

ALEC X bills GTEFL for
10,000 min.

ALEC X terminates 15,000
min. to GTEFL

GTEFL bills ALEC X for
10,500 min (10,000 + 5%)

Case 2:

GTEFL terminates 15,000
min. to ALEC X

ALEC X bills GTEFL for 10,500
min (10,000 + 5%)

ALEC X terminates 10,000
min. to GTEFL

GTEFL bills ALEC X for 10,000
min.

Case 3:

GTEFL terminates zero
min. to ALEC X

ALEC X bills GTEFL zero

ALEC X terminates 10,000
min. to GTEFL

GTEFL bills ALEC X zero

Case 4:

GTEFL terminates 10,000
min. to ALEC X

ALEC X bills GTEFL zero

ALEC X terminates zero
min. to GTEFL

GTEFL bills ALEC X zero

Case 5:

GTEFL terminates 10,000
min. to ALEC X

ALEC X bills GTEFL for
10,000 min.

ALEC X terminates 10,200
min. to GTEFL

GTEFL bills ALEC X for
10,200 min. (difference is
less than cap)

Case 6:

GTEFL terminates 10,200
min. to ALEC X

ALEC X bills GTEFL for
10,200 min. (difference is less than
cap)

ALEC X terminates 10,000
min. to GTEFL

GTEFL bills ALEC X for 10,000
min.

Case 7:

GTEFL and ALEC X both
terminate 10,000 min. to
each other

ALEC X and GTEFL both bill each
other 10,000 min.

ATTACHMENT C

**GTE FLORIDA - INTRASTATE
SWITCHED ACCESS**

Rate Elements	Rates ³ as of January 1, 1996
Carrier Common Line	
Originating	\$.0251000
Terminating	\$.0382000
Transport¹	
DS1 Local Channel - Entrance Facility ²	\$.0012037
Residual Interconnection	\$.0134362
Switched Common Transport per minute of use per mile	\$.0000135
Facilities Termination per MOU	\$.0002688
Access Tandem Switching	\$.0007500
Local Switching 2	\$.0089000

¹ Assumptions:

- Tandem Connection with Common Transport
- No Collocation
- DS1 local channel @ 9000 minutes per month and 24 voice grade equivalents
- Zone 1 (Zones 2 and 3 rates are as contained in GTEFL's intrastate access service tariff)

² Rate shown for first system. Rate for additional system is \$.0006019.

³ Rate levels shown in this example will vary based upon purchaser's requirements for specific network arrangements.

ATTACHMENT D

UNBUNDLED NETWORK FEATURES, FUNCTIONS AND CAPABILITIES

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

(1) Access to 911/E911 Emergency Network.

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 GTEFL. 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. GTEFL will work cooperatively with the ALEC to define record layouts, media requirements, and procedures for this process.

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

(2) Directory Listings and Directory Distribution.

GTEFL will include the ALECs' 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 ALECs provide information to GTEFL in a manner compatible with GTEFL's operational systems. GTEFL 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. GTEFL will work cooperatively with the ALECs on issues concerning lead time, timeliness, format, and content of listing information.

(3) IntraLATA 800 Traffic.

GTEFL will compensate ALECs for the origination of 800 traffic terminated to GTEFL pursuant to the ALECs' originating switched access charges, including the data base query. The ALECs will provide to GTEFL the appropriate records necessary for GTEFL to bill their customers. The records will be provided in a standard ASR/EMR 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 GTEFL be permitted to provide interLATA 800 services prior to the expiration of this Agreement, GTEFL will be responsible for compensating the ALEC for the origination of such traffic as well on the same terms and conditions as described above.

(4) Number Resource Administration.

GTEFL agrees to work with any ALEC which makes a request and assist the ALEC in obtaining RAO codes from a regional bell operating company and any other billing and accounting codes necessary for the provision of local telephone numbers within GTEFL's jurisdiction.

(5) Busy Line Verification/Emergency Interrupt Services.

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

(6) Network Design and Management.

GTEFL 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 traffic blocking criteria. GTEFL 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 GTEFL's intention not to charge rearrangement, reconfiguration, disconnect, or other nonrecurring 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.

GTEFL 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 GTEFL and the ALECs will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between their respective networks.

(8) Network Expansion.

For network expansion, GTEFL 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 GTEFL and the ALEC. GTEFL 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, GTEFL 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.

(10) Local Loop.

The price of a GTEFL unbundled local loop shall be the same as the price set forth in GTEFL's Special Access Tariff.

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: Percy 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: Rio O. Mesa

IN WITNESS WHEREOF, the parties have executed this Stipulation and Agreement as of the 30th day of August, 1998.

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. Boag

SPRINT/CENTRAL TELEPHONE COMPANY OF
FLORIDA

By: F.B. Boag

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: *[Signature]*

MCI METRO ACCESS TRANSMISSION SERVICES,
INC.

By: _____

TIME WARNER AxS

By: *[Signature]*

DIGITAL MEDIA PARTNERS

By: *[Signature]*

FLORIDA CABLE TELECOMMUNICATIONS
ASSOCIATION, INC.

By: *[Signature]*

AT&T COMMUNICATIONS OF THE SOUTHERN
STATES, INC.

By: *[Signature]*

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. Kull

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.

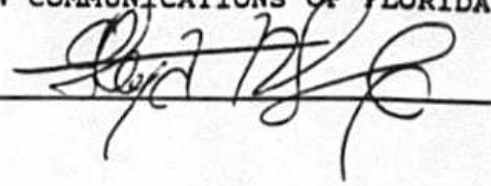
By: _____

SPRINT COMMUNICATIONS COMPANY,
LIMITED PARTNERSHIP

By: Jerry H. Key

MCCAW COMMUNICATIONS OF FLORIDA, INC.

By: _____

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be a name, possibly "John J. ...".

2. GENERAL REGULATIONS

2.1 Undertaking of the Telephone Company

2.1.1 Scope

- (A) (Reserved for Future Use)
- (B) The Telephone Company does not undertake to transmit calls or offer a telecommunications service under this tariff.
- (C) The Telephone Company shall be responsible only for the installation, operation, and maintenance of the services which it provides.
- (D) The Telephone Company will, for maintenance purposes, test its FIA only to the extent necessary to detect and/or clear troubles. Testing beyond normal parameters will be done as described in Section 6 following.
- (E) FIA are provided twenty-four hours daily, seven days per week.
- (F) The Company has the authority to disconnect the end user's service for nonpayment of the IC charges billed to the End User by the Company.

2.1.2 Limitations

- (A) The customer may not assign or transfer the use of FIA provided under this tariff except that, where there is no interruption of use or relocation of the FIA, such assignment or transfer may be made to:
 - (1) another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such FIA, and the unexpired portion of the minimum period and the termination liability applicable to such FIA, if any; or
 - (2) a court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such FIA, if any.

In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer which acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of FIA does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

- (B) The emergency provisioning and restoration of FIA shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority system for such activities. Section 13.4 describes the service arrangement.
- (C) (Reserved for Future Use)
- (D) The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

2.1.3 Liability

- (A) The Telephone Company's liability, if any, for willful misconduct is not limited by this tariff. With respect to any other claim or suit by a customer for damages associated with the installation, provision, termination, maintenance, repair or restoration of FIA, and subject to the provisions of (B) through (J) following, the Telephone Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the FIA for the period during which the provision of FIA was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a credit allowance for a provision of FIA interruption.

Certain material on this page formerly appeared on Page 2.

GERALD K. DIMSHORE, PRESIDENT
TAMPA, FLORIDA

EFFECTIVE: January 6, 1993
ISSUED: December 31, 1992

2. GENERAL REGULATIONS

(T)

2.1 Undertaking of the Telephone Company (Continued)

2.1.3 Liability (Continued)

- (B) The Telephone Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Telephone Company, for its own act or omission, hold liable any other carrier or customer providing a portion of a service.
- (C) (Reserved for Future Use)
- (D) The Telephone Company shall be indemnified, defended and held harmless by the IC or end user against any claim, loss or damage arising from the use of FIA offered under this tariff. The foregoing indemnity shall issue on the IC or the end user separately, each being responsible for its own acts and omissions, involving:
- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communications;
 - (2) Claims for patent infringement arising from combining or using the FIA furnished by the Telephone Company in connection with facilities or equipment furnished by the IC or end user; or
 - (3) All other claims arising out of any act or omission of the IC or end user in the course of using FIA provided pursuant to this tariff.
- (E) The Telephone Company does not guarantee or make any warranty with respect to its FIA when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the IC or end user from any and all claims by any person relating to the FIA so provided. The foregoing indemnity shall issue on the IC or the end user separately, each being responsible for its own acts and omissions.
- (F) Except in the case of willful misconduct, under no circumstances whatever shall the Telephone Company be liable for indirect, incidental, special or consequential damages; and this disclaimer shall be effective notwithstanding any other provisions hereof.
- (G) No license under patents is granted by the Telephone Company to the customer or shall be implied or arise by estoppel in the customer's favor with respect to any circuit, apparatus, system or method used by the customer in connection with FIA provided under this tariff. With respect to claims of patent infringement made by third persons, the Telephone Company will defend, indemnify, protect and save harmless the customer from and against all claims arising out of the use by the customer of FIA provided under this tariff.
- (H) The Telephone Company's failure to provide or maintain FIA under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the interruption allowance provisions of following. (T)
- (I) The Telephone Company shall reimburse the customer for damages to premises or equipment of the customer resulting from the provision of FIA by the Telephone Company on such premises, or by the installation or removal thereof, caused by the negligence or willful act of the Telephone Company. (N)
- (J) Should any federal, state or local jurisdiction determine that sales, use, gross receipts or any other taxes (including interest, penalties and surcharges thereon) are due by the Company as a result of the Company's purchase of accounts receivable, the Company will advise the customer and the customer shall be liable for any such tax, interest, penalties and surcharge, and the customer shall immediately reimburse the Company the amount of such tax, interest, penalties and surcharge paid by the Company. If the customer disagrees with the Company's determination that any taxes are due by the Company or disagrees with an assessment of any tax, penalty, surcharge and interest due by the Company as a result of the Company's purchase of accounts receivable, the customer shall, at its option and expense (including immediate payments of any such assessment), have the right to seek a ruling as to the inapplicability of any such tax or to protest any assessment and participate in any legal challenge to such assessment, but shall be liable for any tax, penalty, surcharge and interest ultimately determined to be due. (T)(N)

Certain material on this page formerly appeared on Page 3.


GERALD K. DINSMORE, PRESIDENT
TAMPA, FLORIDA

EFFECTIVE: January 6, 1993
ISSUED: December 31, 1992

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of GTE Florida Incorporated's Petition for Approval of Interconnection Agreement With Intermedia Communications Inc. was hand-delivered on February 23, 1996 to:

Staff Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850



Kimberly Caswell



Marceil Morrell**
Vice President & General Counsel - Florida

Associate General Counsel
Anthony P. Gillman**
Leslie Reicin Stein*

Attorneys*
Lorin H. Albeck M. Eric Edgington
Kimberly Caswell Joe W. Foster
Franklin H. Deak Ernesto Mayor, Jr.

* Licensed in Florida
** Certified in Florida as Authorized House Counsel

GTE Telephone Operations

One Tampa City Center
Post Office Box 110, FLTC0007
Tampa, Florida 33601
813-224-4001
813-226-5257 (Facsimile)



May 8, 1996

Ms. Blanca S. Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 960228-TP
Petition for Approval of Interconnection Agreement

Dear Ms. Bayo:

Please find enclosed for filing an original and fifteen copies of revisions made to certain attachments which were part of the Interconnection Agreement entered between GTE Florida Incorporated (GTEFL) and Intermedia Communications, Inc. (ICI). This agreement was filed with the Commission on February 23, 1996.

GTEFL is proposing the following revisions to the agreement* previously filed:

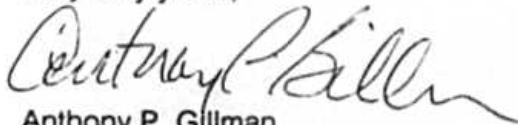
Attachment C has been revised to include the Information Surcharge;

Attachment D has been revised to include references to GTEFL's tariff; and

Attachment G, entitled "Agreement To Provision 9-1-1 Service" has been added as new attachment.

Service has been made as indicated on the Certificate of Service. If there are any questions regarding this matter, please contact me at (813) 228-3087.

Very truly yours,

A handwritten signature in black ink, appearing to read "Anthony P. Gillman". The signature is fluid and cursive, with a long horizontal flourish at the end.

Anthony P. Gillman

APG:tas
Enclosures

ATTACHMENT C

**GTE FLORIDA - INTRASTATE
SWITCHED ACCESS**

Rate Elements	Rates ³ as of January 1, 1996
Carrier Common Line	
Originating	\$.0251000
Terminating	\$.0382000
Transport ¹	
DS1 Local Channel - Entrance Facility ²	\$.0012037
Residual Interconnection Switched Common Transport per minute of use per mile	\$.0134362
Facilities Termination per MOU	\$.0000135
Access Tandem Switching	\$.0002688
Local Switching 2	\$.0007500
Information Surcharge	\$.0089000
	\$.0072000

¹ Assumptions:

- Tandem Connection with Common Transport
- No Collocation
- DS1 local channel @ 9000 minutes per month and 24 voice grade equivalents
- Zone 1 (Zones 2 and 3 rates are as contained in GTEFL's intrastate access service tariff)

² Rate shown for first system. Rate for additional system is \$.0006019.

³ Rate levels shown in this example will vary based upon purchaser's requirements for specific network arrangements.

ATTACHMENT D

UNBUNDLED NETWORK FEATURES, FUNCTIONS AND CAPABILITIES

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

(1) Access to 911/E911 Emergency Network.

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 GTEFL. 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. GTEFL will work cooperatively with the ALEC to define record layouts, media requirements, and procedures for this process.

In some instances GTEFL 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 GTEFL be entitled to compensation from both parties for the same function. Compensation for these services is addressed in Attachment G.

(2) Directory Listings and Directory Distribution.

GTEFL will include the ALECs' 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 ALECs provide information to GTEFL in a manner compatible with GTEFL's operational systems. GTEFL 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. GTEFL will work cooperatively with the ALECs on issues concerning lead time, timeliness, format, and content of listing information.

(3) IntraLATA 800 Traffic.

GTEFL will compensate ALECs for the origination of 800 traffic terminated to GTEFL pursuant to the ALECs' originating switched access charges, including the data base query. The ALECs will provide to GTEFL the appropriate records necessary for GTEFL to bill their customers. The records will be provided in a standard ASR/EMR 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 GTEFL be permitted to provide interLATA 800 services prior to the expiration of this Agreement, GTEFL will be responsible for compensating the ALEC for the origination of such traffic as well on the same terms and conditions as described above.

(4) Number Resource Administration.

GTEFL agrees to work with any ALEC which makes a request and assist the ALEC in obtaining RAO codes from a regional bell operating company and any other billing and accounting codes necessary for the provision of local telephone numbers within GTEFL's jurisdiction.

(5) Busy Line Verification/Emergency Interrupt Services.

GTEFL and the ALECs shall mutually provide each other busy line verification and emergency interrupt services pursuant to GTEFL's Facilities for Intrastate Access Tariff Section 8.3.

(6) Network Design and Management.

GTEFL 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 traffic blocking criteria. GTEFL 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 GTEFL's intention not to charge rearrangement, reconfiguration, disconnect, or other nonrecurring 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.

GTEFL 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 GTEFL and the ALECs will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between their respective networks.

(8) Network Expansion.

For network expansion, GTEFL 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 GTEFL and the ALEC. GTEFL 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, GTEFL 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 in accordance with GTEFL's GTOC FCC No. 1 Tariff Section 4.2.10 and 4.6.6.

(10) Local Loop.

The price of a GTEFL unbundled local loop shall be the same as the price set forth in GTEFL's Facilities for Intrastate Access Tariff Section 7.7.2.

AGREEMENT TO PROVISION 9-1-1 SERVICE

This Agreement (Agreement) is entered into between GTE Florida Incorporated (GTE), with its principal office located at One Tampa City Center, 201 North Franklin Street, Tampa, Florida 33602, and Intermedia Communications, Inc. (ICI), located at _____, for the provision of Enhanced 9-1-1 service.

WHEREAS, GTE is a telecommunications company certificated to provide local exchange and other telecommunications services within the State of Florida; and

WHEREAS, one of the services GTE provides is Enhanced 9-1-1 (E9-1-1) to the county government entities (Counties) pursuant to tariff. In order to provide this E9-1-1 service, GTE provides to the Counties certain network facilities and an E9-1-1 database management service/automatic location identification inquiry retrieval service for the purpose of providing E9-1-1 service; and

WHEREAS, ICI desires to purchase from GTE certain E9-1-1 features, facilities or services in order to provide ICI's customers the ability to access the existing countywide E9-1-1 service; and

WHEREAS, GTE is willing to furnish, install and maintain these features, facilities, or services subject to the terms and conditions set forth below.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

ARTICLE I.
DEFINITIONS

1. "Automatic Number Identification (ANI)" is a feature that identifies and displays the number of a telephone that originates a 9-1-1 call.
2. "Automatic Location Identification (ALI)" is a proprietary database developed for E9-1-1 systems that provides for a visual display of the caller's telephone number, address and the names of the emergency response agencies that are responsible for that address. The Alternative Local Exchange Company will provide ALI record information in National Emergency Number Association (NENA) Version #2 format. The ALI also shows a Service Provider Number Portability (SPNP) number if applicable.
3. "Alternative Local Exchange Company (ALEC)" is a company certificated by the Florida Public Service Commission to provide local exchange telecommunications services in Florida on or after July 1, 1995.

4. **"Emergency Response Agency"** is a governmental entity authorized to respond to requests from the public to meet emergencies.
5. **"National Emergency Number Association (NENA)"** is an association with a mission to foster the technological advancement, availability and implementation of 9-1-1.
6. **"Service Provider Number Portability (SPNP)"** is a service arrangement whereby ALEC end users changing local service providers may retain existing telephone numbers when remaining at their current location or changing their location within the geographic area served by the initial carrier's serving central office.
7. **"Database Records"** are the residential, business and government subscriber records used by GTE to create and maintain databases required for E9-1-1 purposes.
8. **"ICI Database Records"** are the ICI customer records to be provided by ICI to GTE for inclusion in GTE's E9-1-1 database.
9. **"Emergency Service Number (ESN)"** is a number assigned to the ALI and selective routing databases for all subscriber telephone numbers. The ESN designates a unique combination of fire, police and emergency medical service response agencies that serve the address location of each in-service telephone number.
10. **"Enhanced 9-1-1 Service (E9-1-1)"** means a telephone communication service which will automatically route a call dialed "9-1-1" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the emergency response agencies responsible for the location from which the call was dialed.
11. **"Master Street Address Guide (MSAG)"** is a database defining the geographic area of an E9-1-1 service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and emergency service numbers provided by the counties or their agents to GTE.
12. **"Public Safety Answering Point (PSAP)"** is the public safety communications center where 9-1-1 calls placed by the public for a specific geographic area will be answered.

13. "Selective Routing" is a service which automatically routes an E9-1-1 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 9-1-1, irrespective of telephone company exchange or wire center boundaries.

14. "Database Management System (DBMS)" is the computer system used to create, sort, manipulate and update the data required to provide selective routing and ALI.

15. "E9-1-1 Message Trunk" is a dedicated line, trunk or channel between two central offices or switching devices which provide a voice and signaling path for 9-1-1 calls.

16. "ALI Entry" is executed through GTE's ALI Gateway. ICI may purchase a software program from GTE that automates the process of building ALI records in the National Emergency Number Association (NENA) standard format. It provides limited accuracy checks to aid preparation of ALI records to be uploaded in GTE's DBMS.

17. "ALI Gateway (Gateway)" is a telephone company computer facility that interfaces with ICI's 9-1-1 administrative site to receive ALI data from ICI. Access to the Gateway will be via a dial-up modem using a common protocol.

18. "9-1-1 Site Administrator" is a person assigned by ICI to establish and maintain E9-1-1 service location information for its subscribers.

19. "P.01 Transmission Grade of Service (GOS)" means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

ARTICLE II. SERVICES TO BE PROVIDED BY GTE

1. E9-1-1 Trunk. GTE, at ICI's option, shall provide a minimum of two (2) E9-1-1 trunks per Numbering Plan Area (NPA) code [or that quantity which will maintain P.01 transmission grade of service, whichever is the higher grade of service]. These trunks will be dedicated to routing 9-1-1 calls from ICI's switch to a GTE selective router. The nonrecurring charge and monthly rates associated with 9-1-1 trunks are shown on Attachment A.

2. E9-1-1 Selective Routing. This service provides the selective routing of E9-1-1 calls received from ICI's switching office. This includes the ability to receive the ANI of ICI's subscriber, selectively route the call to the appropriate PSAP, and forward

the subscriber's ANI to the PSAP. This service also allows for selective transfer, speed calling, central office transfer, and certain maintenance functions for each PSAP. The nonrecurring charge and monthly rate associated with this service are shown on Attachment A.

3. E9-1-1 Automatic Location Information (ALI)/Selective Routing Database Administration. ALI is a proprietary database developed for E9-1-1 systems that is designed to be retrieved via an ANI input for display on a terminal at a PSAP attendant's position. The address component of the database is the correct address location associated with each subscriber's access line. These records are neither telephone company service records nor directory addresses, but a new database created specifically for the E9-1-1 system extracted from address information developed by GTE from the telephone companies participating in the system and the County(ies). The ALI database will be managed by GTE, but is the property of GTE and any participating telephone company and ALEC for those records provided by the company. The rates for this service are contained in the company's tariff to the County(ies).

4. E9-1-1 ALI Entry Software. This service is a personal computer software program that automates the process of building ALI records of ALEC customers in the National Emergency Number Association (NENA) standard format. It provides for some limited accuracy checks and uploading the records to GTE. The nonrecurring charge and monthly rate associated with this service are shown on Attachment A.

5. Selective Routing Boundary Maps. Copies of Selective Routing Boundary Maps are available at the rate listed in Attachment A. Each map shows the boundary around the outside of the set of exchange areas served by that selective router. The map provides ICI the information necessary to set up its network to route E9-1-1 callers to the correct selective router.

6. Service Provider Number Portability (SPNP). All ICI lines that have been ported via SPNP will reach the correct PSAP when 9-1-1 is dialed. GTE will send both the ported number and the ICI number (if both are received from ICI). The PSAP attendant will see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent.

7. Copies of MSAG. This service will be provided within three business days from the time requested. They will be provided on paper, diskette, magnetic tape, or in a format suitable for use with desktop computers at the rates listed in Attachment A.

ARTICLE III.
CUSTOMER REQUIREMENTS AND RESPONSIBILITIES

1. ICI is required to order or provide a minimum of two E9-1-1 service trunks per NPA code served, or that quantity which will maintain a P.01 transmission grade of service, whichever is the higher standard.
2. ICI shall ensure that its switch provides an eight-digit ANI consisting of an information digit and the seven-digit exchange code. ICI shall also ensure that its switch provides the line number of the calling station.
3. ICI shall be solely responsible for providing ICI database records to GTE for inclusion in GTE's ALI database on a timely basis.
4. ICI must send database records to GTE through GTE's ALI Gateway or other mutually acceptable medium. This can be done by using GTE's E9-1-1 ALI Entry Software or GTE will accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) Version #2 format and according to procedures set forth in GTE Practice No. 444-400-003, Enhanced 9-1-1 Standards for Data Exchange.
5. Record information for ICI using GTE ALI Entry Software must be forwarded according to the format and procedures established in GTE's "GTE ALI Entry User's Guide" which will be provided with the purchase of the GTE ALI Entry Software Program. ICI will assign an E9-1-1 site administrator charged with the responsibility of forwarding ICI end user ALI record information to GTE. If ICI plans to use its own software, ICI may order a copy of the "GTE ALI Entry User's Guide" at the rate listed on Attachment A.
6. ICI will provide information on new customers to GTE within one (1) business day of the order completion. GTE will update the database within two (2) business days of receiving the data from ICI. If GTE detects an error in the ICI provided data, the data will be returned to ICI within two (2) business days from when it was provided to GTE. ICI must also respond to requests from GTE to make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry will be allowed only in the event that the system is not functioning properly.

ARTICLE IV.
DISCLAIMER, LIMITATION OF LIABILITY

1. The rates charged for the E9-1-1 service do not include, and GTE does not undertake, the tasks of inspection or constant monitoring to discover errors, defects or malfunctions in the service. ICI is responsible for reporting all errors, defects and malfunctions to GTE.

2. 9-1-1 service provided under this Agreement is for the benefit of ICI. The provision of 9-1-1 service shall not be interpreted, construed or regarded as being either expressly or implied for the benefit of, or creating any obligation toward, any person or legal entity other than ICI.

3. GTE's liability, whether in contract, tort or otherwise, shall be limited to direct damages which shall not exceed the pro rata portion of the monthly charges for the service for the time period during which the service provided pursuant to this Agreement is inoperative, but not to exceed in total GTE's monthly charge to ICI. Under no circumstance shall GTE be responsible or liable for indirect, incidental or consequential damages including, but not limited to, damages arising from the use or performance of the equipment or software, or the loss of use of the software or equipment, and accessories attached thereto, delay, error or loss of data. In connection with this limitation of liability, the parties recognize that GTE may, from time to time, provide advice, make recommendations or supply other analysis related to the equipment or services described in this Agreement and, while GTE shall use its best efforts in this regard, ICI acknowledges and agrees that this limitation of liability shall apply to provision of such advice, recommendations and analysis.

4. GTE shall not be liable or responsible for any failure of the E9-1-1 system to provide accurate ALI for calls originating from ICI subscribers when the associated ALI has been provided by ICI to GTE.

5. ICI shall hold harmless and indemnify GTE from and against any and all claims, demands, causes of action, any liabilities whatsoever, including costs, expenses and reasonable attorney's fees, incurred as a result of personal injury, bodily injury, or property damage and any penalties and fines, arising out of, in connection with, or resulting from the acts or omissions by ICI in failing to provide customer data to GTE for inclusion in GTE's E9-1-1 System or for inaccuracies contained in the customer data provided to GTE for inclusion in the E9-1-1 database.

6. ICI agrees to indemnify, save and hold GTE harmless from any and all claims for injury or damages of any nature arising out of or as a result of any act or omission of ICI and its respective employees, directors, officers or agents in connection with implementing or the provision of the E9-1-1 system.

ARTICLE V.
PROPRIETARY INFORMATION

1. It is the parties' intent that all information obtained from ICI for inclusion in GTE's 9-1-1 database records shall be used solely by the Counties for answering, handling and responding to emergency calls in a manner consistent with the nature of the emergency. ICI shall develop and implement procedures to prevent the unauthorized or illegal use of the name, telephone and address of any of its subscribers in the database created by ICI for inclusion in GTE's database records.

ARTICLE VI.
TERMINATION AND CANCELLATION

1. Cancellation of any service or facility ordered under this Agreement in whole or in part by ICI prior to the establishment thereof will require payment to GTE of an amount equal to the cost of engineering, manufacturers' billing resulting from equipment orders, installations, assembly, labor, cost of removal, database development, and any other costs incurred by the Company up to the time of cancellation resulting from ICI's order for service.

2. If either party refuses or fails in any material respect to properly perform its obligations under this Agreement, violates any of the material terms or conditions of this Agreement, or in the event ICI permits unauthorized use of the E9-1-1 database, such refusal, failure or violation shall constitute a default. In such event, the nondefaulting party may notify the other party in writing of the default and allow that party 30 calendar days to cure such default. If the defaulting party does not cure the default within 30 calendar days, the non-defaulting party shall have the right to terminate this Agreement upon written notice to the other party and seek all appropriate legal remedies.

ARTICLE VII.
TERM

1. The effective date of this Agreement shall be the date of signature and acceptance by GTE. This Agreement shall continue in effect for a period of one (1) year following the date signed by GTE, and thereafter for successive one-year periods, unless terminated in accordance with Article VI, modified by mutual agreement of the parties, or terminated by ninety (90) days written notice from either party to the other.

2. This Agreement must be executed by authorized representatives of both parties. It will be considered to be in full force and effect on and after the effective date when signed by both parties.

ARTICLE VIII. PAYMENT TERMS

1. ICI shall pay any applicable one-time charges. The recurring charges for the system shall be billed monthly by GTE thirty (30) days in advance. The bill will be due upon presentation to ICI and will be considered delinquent if received after the late payment date printed on the bill. The late payment date will not be less than 22 days from the postmark date on the billing envelope.

2. If payment is not received by the late payment date printed on the bill or within 22 days from the postmark date on the billing envelope, a late charge penalty will be applied as defined in GTE's General Services Tariff, Section A2.4.6.

ARTICLE IX. SUBCONTRACTORS

GTE may enter into subcontracts with third parties, including GTE affiliates, for the performance of any of GTE's duties and obligations herein.

ARTICLE X. INFRINGEMENT

1. GTE shall defend at its own expense all claims, proceedings, and/or suits alleging infringement or misappropriation of any patent, trademark, copyright, trade secret or violation of any other intellectual property or proprietary rights by reason of the use, sale or licensing of system software furnished to ICI under this Agreement, or the use of licensed system software within the scope of the licenses granted under this Agreement, and shall defend, indemnify, protect and save ICI from all claims, actions, suits, costs, expenses, damages, including reasonable attorneys' fees and payments, as a result of such claims of infringement or misappropriation, and if the use shall be enjoined, GTE shall, at its option, replace the enjoined system software or service with a suitable substitute free of the infringement or misappropriation; or shall procure for ICI's benefit a license or other right to use the same, or shall remove the enjoined system software and refund to ICI the amount paid to GTE therefor for such infringing or misappropriated system software. GTE shall have total control over the defense,

negotiation and settlement of each case. However, ICI shall be permitted to participate in such defense, negotiation or settlement by counsel at its own choosing and expense.

2. No undertaking of GTE in this section shall apply to any infringement or misappropriation or any claim of infringement or misappropriation or claim which arises solely from GTE's adherence to ICI's written instructions or directions or which arise solely from the use of system software with equipment, devices or software not supplied by GTE other than:

A. Commercial merchandise which is available on the open market with which system software is designated to operate; or

B. Items of GTE's origin, design or selection.

3. ICI shall give GTE prompt notice of any claims of such infringement or misappropriation and of all suits and, except as otherwise indicated herein, full opportunity and authority to assume the sole defense thereof where GTE is obligated to indemnify ICI hereunder, including appeals, and to settle such suits, and shall furnish upon GTE's request and at GTE's expense all disclosure information and reasonable assistance available to ICI.

ARTICLE XI. NOTICES

All notices provided for in this Agreement shall be in writing addressed to the appropriate party's representative designated below at the respective address set forth or to such other address or representative as is specified by notice provided. If such notice is sent by mail it shall be certified, return receipt requested, and shall be considered given when deposited in the U.S. mail.

ICI Address

GTE Address

ARTICLE XII. GENERAL PROVISIONS

1. Independent Contractor Relationship. GTE shall remain an independent contractor in performing services under this Agreement and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment

of labor, hours of labor, health and safety, working conditions and payment of wages. The persons provided by GTE shall be solely GTE's employees and shall not be considered employees of ICI. GTE shall be responsible for payment of federal, state and municipal taxes and costs such as Social Security, unemployment, Workers' Compensation, disability insurance, and federal and state withholding with respect to its employees.

2. Limitation of Actions. No action, regardless of form, arising out of the subject matter of this Agreement may be brought by either party more than two (2) years after the cause of action has accrued.

3. Delayed Performance. In the event performance of this Agreement, or any obligation hereunder, is prevented, restricted or interfered with by reason of acts of God, wars, revolution, civil corruption, acts of public enemy, embargo, acts of the Government in its sovereign capacity, labor difficulties, including, without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment from vendor, changes requested by ICI, or any other circumstances beyond the reasonable control and without the fault or negligence of the party affected. The party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased), provided, however, that the party so affected shall use its best reasonable efforts to avoid or remove such causes of nonperformance and both parties shall proceed whenever such causes are removed or cease.

4. Assignment. ICI may not assign this Agreement without GTE's written consent.

5. Waiver. The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force.

6. Tariffs. To the extent this Agreement is inconsistent with the terms of any GTE tariff approved and on file with the Florida Public Service Commission, the terms and conditions of any such tariff shall supersede the terms of this Agreement and shall apply to the provision of the service by GTE to ICI. Each party agrees to cooperate with each other and with any regulatory agency to obtain any required regulatory approvals. During the term of this Agreement, each party agrees to continue to cooperate with the other and with any regulatory agency, as necessary, so that the

benefits of this Agreement may be achieved. GTE agrees that it will not provide this service to any other customer similarly situated to ICI at rates or on terms and conditions more favorable than those provided to ICI.

7. Governing Law; Venue. This Agreement is to be governed and construed according to the substantive law of the State of Florida. ICI consents to personal jurisdiction in that state, and the parties further agree that proper venue shall be there. The prevailing party in any such action shall be entitled to recover costs and reasonable attorneys' fees.

8. Severability. Any provision of this Agreement prohibited by law or regulation in the State of Florida shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement, unless the general intent of the Agreement would be altered.

9. Section Headings. The section headings in this Agreement are for convenience only and do not constitute any part of this Agreement and shall not be considered in its interpretation.

10. Amendments, Modifications and Supplements. Amendments, modifications and supplements to this Agreement are allowed and will be binding on the parties after the effective date, provided such amendments, modifications and supplements are in writing, and signed by an authorized representative of each party who has the authority to accept such changes. The term "this Agreement" shall be deemed to include any such future amendments, modifications and supplements.

11. Entire Agreement. This Agreement and all attachments and written modifications shall constitute the entire agreement of the parties pertaining to the subject matter of this Agreement and shall supersede all prior negotiations, proposals and representations, whether written or oral, concerning such subject matter. No representations, understandings, agreements or warranties, express or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein. Any alteration or modification of this Agreement must be in writing, signed by the authorized representatives of the parties, which, for GTE, is the individual authorized to accept this Agreement.

This Agreement is a binding contract when signed by the authorized representatives of ICI and GTE, but shall not be valid unless signed and accepted by GTE where indicated below. The effective date of this Agreement is the date indicated where agreed to and executed for GTE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Agreed to and executed for ICI

By Thomas E. Allen
Name THOMAS E. ALLEN JR
Title VICE PRES. SA. Planning & Res. Mgt.
Date 5-7-96
Executed at 4:00pm at
ICI Tampa HQ

Agreed to and executed for GTE

By [Signature]
Name JOHN P. BLANCHARD
Title Vice Pres. Law & Gov Aff - ACTING
Date 5-7-96
Executed at 5:02 pm
of Tampa

**9-1-1 SERVICE
ATTACHMENT A
EFFECTIVE MAY 1, 1996**

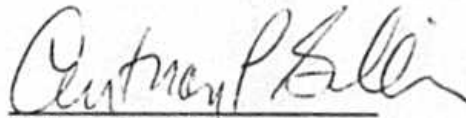
<u>Description</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
E9-1-1 trunk, fixed rate each trunk	\$ 89.00	\$26.00
E9-1-1 trunk, per airline mile each trunk	N/A	1.50
E9-1-1 Selective Routing, per trunk	260.00	30.00
Selective Routing Boundary Maps	44.00	N/A
E9-1-1 ALI Entry Software, per package (optional)	250.00	11.00
E9-1-1 ALI Entry User's Guide, per copy (optional)	30.00	N/A
MSAG Copies, per county diskette or magnetic tape	45.00	N/A
paper copy	110.00	N/A

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of a letter to Blanca Bayo dated May 8, 1996 with attached revisions to the Agreement between GTE Florida Incorporated and Intermedia Communications Inc. was hand-delivered and/or sent via first class mail on May 8, 1996 to:

Staff Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Patrick K. Wiggins
Wiggins and Villacorta, P.A.
501 East Tennessee St.
Suite B
Tallahassee, FL. 32308


Anthony P. Gillman