

Date: **December 17, 2004**Number: **CLEC04-457**Effective Date: **NA**Category: **Interconnection**Subject: **(BUSINESS PROCESSES) Negotiation of Successor Agreements to the M2A – General Procedures and Overview (Follow-Up) - MO**Related Letters: **NA**Attachment: **Yes**States Impacted: **Missouri**Response Deadline: **January 7, 2005**Contact: **Terri Mansir
Lead Negotiator/Coordinator
214-858-0708
X2AMAIL@TXMAIL.SBC.COM**Conference Call/Meeting: **NA**

To All Missouri Certified Local Exchange Carriers

Re: Negotiation of Successor Agreements to the M2A – General Procedures and Overview (Follow-Up)

The Missouri 271 Agreement ("M2A") expiration date of March 6, 2005, continues to draw near, with close to 60 days of the negotiation window now gone. The intention of this Accessible Letter is to request all CLECs which have not responded to SBC Missouri with their intentions concerning a successor agreement, do so no later than January 7, 2005. SBC Missouri continues to offer several options (restated below) aimed at effective resource management. For CLECs that desire to negotiate a successor agreement under either Option 1 or 2 below, SBC Missouri requests that all initial redlines be provided no later than January 14, 2005, in order to finalize negotiation calendars and begin discussions. The Missouri Code of State Regulations, 4 CSR 240-36.040(7), requires the petitioning party to reflect its disputed language in bold font and the responding party to identify its disputed language in underscore font. For those CLECs which do not choose Option 3 or 4 below, SBC Missouri is planning to be the Petitioning Party. SBC Missouri will, therefore, reflect its proposed language in bold font. SBC Missouri cannot assume responsibility if CLEC's language is not conformed to these regulations. However, SBC Missouri would prefer to file Joint DPLs with each specific CLEC or CLEC group in order to make a more organized and orderly filing. At this time, SBC Missouri plans to file its Petition on Thursday, March 31st. In order to do so, all DPLs and contract language must be finalized no later than Thursday, March 17th.

SBC Missouri continues to offer four options for this negotiation project. First, a CLEC may request bilateral negotiations, which will be scheduled with assigned SME Negotiators rather than the traditional single assigned Negotiator. The second option is to negotiate collectively in a smaller group where the parties agree to utilize the same baseline document, but where each party may sponsor specific language necessary for its individual business plan. The third option is to execute the Memorandum of Understanding (attached) which indicates that the CLEC will not engage in either negotiation or active participation in an arbitration proceeding in exchange for adopting a successor agreement resulting from the arbitration proceeding. If CLEC selects the third option, SBC Missouri will personalize the document for signature purposes. Finally, a fourth option that is available to every CLEC is SBC's 13-State Generic interconnection agreement.

For either Options 1 or 2, SBC Missouri is providing the attached Renegotiations Checklist form identifying which appendices CLEC is requesting to negotiate and the times CLEC(s) is (are) available for negotiations. In those instances, where SBC Missouri's language proposal is acceptable and no further discussions are needed, SBC Missouri requests that this be noted to ensure a full interconnection agreement is created. Upon receipt of this checklist, SBC Missouri will contact the individual identified to create a firm schedule, as well as provide a calendar with SBC Missouri Negotiator names and conference bridge information. If CLEC requests that one or more negotiations sessions take place in person, SBC Missouri will work with CLEC(s) to accommodate such a request, if possible.

SBC Missouri's proposed redlines, in Word format are easy to download, and are located at <https://clec.sbc.com/clec/shell.cfm?section=2282>. CLEC counter proposed redlines for SBC Missouri's consideration should be forwarded to the following e-mail address specifically used for these special projects. M2A correspondence/redlines should be addressed to X2AMAIL@TXMAIL.SBC.COM.

SBC Missouri remains committed as stated in its June 10, 2004 Accessible Letter (**CLECALLO4-095**) not to unilaterally increase the pricing of mass market UNE-P, or USTA II-affected high-capacity loops, or USTA II-affected high-capacity dedicated transport between SBC Missouri's offices through at least the remainder of 2004. This commitment means that SBC Missouri will continue providing to our wholesale customers mass-market UNE-P, DS1 and DS3 loops, and DS1 and DS3 dedicated transport between SBC Missouri central offices, and will not unilaterally increase the applicable state-approved prices for these facilities through December 31, 2004. Of course, those TELRIC rates are otherwise subject to change in accordance with the provisions of each CLEC's interconnection agreement.

It is SBC Missouri's intention to work cooperatively with all CLECs in the coming months to create a smooth transition from the M2A (or, as applicable, M2A provisions) to a successor agreement.



MOU.doc (40 KB)

M2A Renegotiations
Checklist.d...

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and [CLEC NAME] to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

- SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,
- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent [CLEC NAME] a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that CLEC NAME has a successor agreement in place when the M2A expires, the Parties agree as follows:

Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.

4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and [CLEC NAME] have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:

SBC

CLEC NAME

M2A Renegotiations Checklist

CLEC Name: ____

Contact Person: ____

Phone: ____

E-mail: ____

Option I - Negotiate by Appendix: ☐ Yes ☐ NoIf yes, please select the method of your negotiations: ☐ Bilateral☐ Collective led by _____

Please indicate which of the following will be negotiated:

Subject*Date(s) Proposed

- | | | | | | | |
|------------------------------|-----------------------------|------------------------|-------|-------|-------|-------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | GTC | _____ | _____ | _____ | _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Resale | _____ | _____ | _____ | _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | UNE | _____ | _____ | _____ | _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Network | _____ | _____ | _____ | _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Recip Comp | _____ | _____ | _____ | _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Collocation | _____ | _____ | _____ | _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Structure Access (ROW) | _____ | _____ | _____ | _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | E911 | _____ | _____ | _____ | _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Network Security | _____ | _____ | _____ | _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Performance Measures | _____ | _____ | _____ | _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Directory Listings | _____ | _____ | _____ | _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | White Pages | _____ | _____ | _____ | _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Clearing House | _____ | _____ | _____ | _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Numbering | _____ | _____ | _____ | _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Directory Assistance | _____ | _____ | _____ | _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Operator Services | _____ | _____ | _____ | _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Recording | _____ | _____ | _____ | _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | DSL | _____ | _____ | _____ | _____ |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | OSS | _____ | _____ | _____ | _____ |

☐ All of the above

*Pricing will be associated with specific subject matter appendix

Option II - Joint Stipulation into MFN ☐ Yes ☐ NoOption III - 13 State Generic ☐ Yes ☐ NoPLEASE COMPLETE AND RETURN TO X2AMAIL@TXMAIL.SBC.COM