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Tallahassee, Florida 32301-1556

Marshall M. Criser III  
Regulatory Vice President

April 5, 2001

Mrs. Blanca S. Bayo  
Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

010406-TP

Re: Approval of an Amendment to the Interconnection, Unbundling, and Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Sprint Communications Company Limited Partnership pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Sprint Communications Company Limited Partnership are submitting to the Florida Public Service Commission an amendment to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Sprint Communications Company Limited Partnership. The Commission approved the initial agreement between the companies in Order No. 01-0784 FOF-TP issued March 26, 2001 in Docket 010084-TP. This amendment adds Dark Fiber to the agreement.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Sprint Communications Company Limited Partnership within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties aver that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,

A handwritten signature in cursive script that reads "Marshall M. Criser III".

Regulatory Vice President

(24)

DOCUMENT NUMBER-DATE

04258 APR-5 2001

FPSC-RECORDS/REPORTING

**ATTACHMENT TO TRANSMITTAL LETTER**

The Agreement entered into by and between Sprint Communications Company Limited Partnership and BellSouth Telecommunications, Inc., dated March 12, 2001, for the state of Florida consists of the following:

ITEM	NO. PAGES
Amendment	2
Attachment 1	4
TOTAL	6

**Amendment  
To the  
Agreement Between  
Sprint Communications Company Limited Partnership and  
BellSouth Telecommunications, Inc.  
Florida  
Dated November 7, 2000**

Pursuant to this Amendment (the "Amendment"), Sprint Communications Company Limited Partnership ("Sprint"), a Delaware Limited Partnership, and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Stand-Alone High Frequency Spectrum Agreement in Florida between the Parties dated November 7, 2000 ("Agreement"). This Amendment is made effective upon the date that it is signed by both Parties ("Effective Date") which is March 12, 2001.

WHEREAS, Sprint desires to obtain, and BellSouth desires to provide, access to the Dark Fiber Network Element; and

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. BellSouth shall provide Sprint access to the Dark Fiber Network Element pursuant to the rates, terms and conditions set forth in Attachment 1 to this Amendment, incorporated herein by reference.
2. Ordering, provisioning, billing, collocation, maintenance and repair shall be conducted pursuant to the existing interconnection agreement between the Parties, which expired on June 30, 2000.
3. All of the other provisions of the Agreement, dated November 7, 2000, shall remain in full force and effect.
4. BellSouth will submit this Amendment to the Florida Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment in duplicate on the day and year written below.

**BellSouth Telecommunications, Inc.**

**Sprint Communications Company  
Limited Partnership**

Chris Boltz  
Signature

W. Richard Morris  
Signature

Chris Boltz  
Name

W. Richard Morris  
Name

Managing Director  
Title

Vice President - External Affairs Local Markets  
Title

3-12-01  
Date

March 9, 2001  
Date

## Dark Fiber

### 1 General

BellSouth agrees to provide access to Dark Fiber at the rates set forth in this Attachment. The Parties agree that Dark Fiber will be used in the provisioning of local exchange and exchange access service.

### 2 Unbundled Dark Fiber

#### 2.1 Definition

Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

#### 2.2 Requirements

2.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available unless BellSouth can demonstrate to a state commission that it adversely affects BellSouth's ability to provide service as a "carrier of last resort". BellSouth shall offer all Dark Fiber to Sprint pursuant to the prices set forth in this Attachment.

2.2.2 Sprint may test the quality of the Dark Fiber to confirm its usability and performance specifications.

2.2.3 BellSouth shall use its best efforts to provide to Sprint information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from Sprint ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").

2.2.4 BellSouth shall use its best efforts to make Dark Fiber available to Sprint within 10 business days after it receives written confirmation from Sprint that the Dark Fiber previously deemed available by BellSouth is wanted for use by Sprint. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Sprint to connect or splice Sprint provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

### 3 Rates

3.1 The prices that Sprint shall pay to BellSouth for Dark Fiber are as set forth below. These rates are interim and subject to true up.

UNBUNDLED DARK FIBER	USOC	FL
Dark Fiber - Interoffice (four fiber strands) per route mile or fraction thereof, per month	1L5DF	\$28.82
NRC - Per each four-fiber dark fiber arrangement - 1st	UDF14	\$1,278.62
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDF14	\$275.82
NRC -Disconnect--1st	UDF14	\$587.64
NRC -Disconnect--Add'l	UDF14	\$366.34
Dark Fiber - Local Channel(four fiber strands) per route mile or fraction thereof, per month	1L5DC	\$58.35
NRC - Per each four-fiber dark fiber arrangement - 1st	UDFC4	\$1,278.62
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDFC4	\$275.82
NRC -Disconnect--1st	UDFC4	\$587.64
NRC -Disconnect--Add'l	UDFC4	\$366.34
Dark Fiber - Local Loop (four fiber strands) per route mile or fraction thereof, per month	1L5DL	\$58.35
NRC - Per each four-fiber dark fiber arrangement - 1st	UDFL4	\$1,278.62
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDFL4	\$275.82
NRC -Disconnect--1st	UDFL4	\$587.64
NRC -Disconnect--Add'l	UDFL4	\$366.34

**4 True-Up**

4.1 The interim prices for Dark Fiber shall be subject to true-up according to the following procedures:

4.2 The interim prices shall be true-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having

jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 11 of Attachment 1 – General Terms and Conditions.

4.3 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 11 of Attachment 1 – General Terms and Conditions, so long as they file the resulting Agreement with the Commission as a “negotiated Agreement” under Section 252(e) of the Act.

4.4 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and Sprint specifically or upon all carriers generally, such as a generic cost proceeding.

**5 Operational Support Systems (OSS)**

5.1 BellSouth has developed and made available the following electronic interfaces by which Sprint may submit LSRs electronically.

- LENS            Local Exchange Navigation System
- EDI             Electronic Data Interchange
- TAG            Telecommunications Access Gateway

5.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

<b>OPERATIONAL SUPPORT SYSTEMS</b>	<b>FL</b>
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50 SOMECH
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	\$19.99 SOMAN

5.3 Cancellation OSS Charge

5.3.1 Sprint will incur an OSS charge for an accepted LSR that is later canceled by Sprint.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.