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June 29, 2001

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

010933-7P

Re: Petition of Sprint-Florida, Incorporated for Approval of an  
Amendment No. 2 to Interconnection, Unbundling and Resale  
Agreement with KMC Telecom, Inc.

Dear Ms. Bayó:

Enclosed for filing is the original and seven (7) copies of Sprint-Florida, Incorporated's Petition for approval of an Amendment No. 2 to Interconnection, Unbundling and Resale Agreement with KMC Telecom II, Inc.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer.

Thank you for your assistance in this matter.

Sincerely,

Susan S. Masterton

SSM/th  
Enclosures

DOCUMENT NUMBER-DATE  
08107 JUN 29 2001  
FPSC RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval	)	Docket No.
of Amendment No. 2 to	)	
Interconnection, Unbundling	)	
And Resale	)	
Agreement Between	)	
Sprint- Florida, Incorporated	)	Filed: June 29, 2001
<u>And KMC Telecom II, Inc.</u>	)	

PETITION OF SPRINT-FLORIDA, INCORPORATED  
FOR APPROVAL OF AMENDMENT NO. 2 TO INTERCONNECTION, UNBUNDLING  
AND RESALE AGREEMENT WITH KMC TELECOMM II, INC.

Sprint-Florida, Incorporated (Sprint-Florida) files this Petition with the Florida Public Service Commission seeking approval of Amendment No. 2 to the Interconnection, Unbundling and Resale Agreement which Sprint-Florida has entered with KMC Telecomm II, Inc.

In support of this Petition, Sprint-Florida states:

1. Florida Telecommunications law, Chapter 364, Florida Statutes as amended, requires local exchange carriers such as Sprint-Florida to negotiate "mutually acceptable prices, terms and conditions of interconnection and for the resale of services and facilities" with

alternative local exchange carriers. Section 364.162, Florida Statutes (1996).

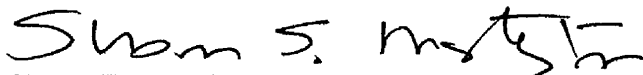
2. Telecommunications Act of 1996, requires that any such "agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission" 47 U.S.C. §252(e).
3. Sprint-Florida entered an Agreement with KMC Telecom II, Inc. effective March 15, 1999. The Agreement has been approved by the Commission pursuant to federal law. Order No. PSC-99-1530-FOF-TP states that "any supplements or modifications to this agreement...must be filed with the Commission".
4. In accordance with the above provisions, Sprint-Florida has entered into an Amendment No. 2 to the Agreement with KMC Telecom II, Inc. This amendment was executed on February 6, 2001; and is attached hereto as Attachment A.
5. Under the Federal Act, an agreement (or amendment thereto) can be rejected by the State commission only if the commission finds that it 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. 47 U.S.C § 252(e)(2).
6. The Amendment No. 2 with KMC Telecom II, Inc. does not discriminate against other similarly situated carriers which may order services and facilities from Sprint-Florida under similar terms and conditions. The

the Amendment No. 2 from the Florida Public Service Commission as required by the Federal statutory provisions noted above.

Wherefore, Sprint-Florida respectfully requests that the Florida Public Service Commission approve the Amendment No. 2 to the Interconnection, Unbundling and Resale Agreement between Sprint-Florida and KMC Telecom II, Inc.

Respectfully submitted this 29th day of June, 2001.

Sprint-Florida, Incorporated

A handwritten signature in black ink that reads "Susan S. Masterton". The signature is written in a cursive style and is positioned above a horizontal line.

Susan S. Masterton  
Attorney  
Sprint-Florida, Incorporated  
Post Office Box 2214  
MS: FLTLHO0107  
Tallahassee, Florida 32301  
850/599-1560

**AMENDMENT NO. 2 TO THE  
MASTER NETWORK INTERCONNECTION AND RESALE AGREEMENT**

**BETWEEN**

**SPRINT**

**AND**

**KMC TELECOM II, INC.**

This Amendment No. 2 to the Master Network Interconnection and Resale Agreement dated September 13<sup>th</sup>, 2000 ("Agreement") is entered into and effective this 8<sup>th</sup> day of January, 2001 ("Effective Date") is between Sprint-Florida, Incorporated ("Sprint") and KMC Telecom II, Inc. ("CLEC"). Except as otherwise indicated, defined terms in this Amendment have the same meaning as in the Agreement.

**1. BACKGROUND**

- 1.1. Sprint and CLEC entered into the Agreement on September 13th, 2000.
- 1.2. Previous amendments to the Agreement are as follows:  
Amendment No. 1, replacing the Network Elements section of the Agreement, and adding additional definitions.
- 1.3. Sprint and CLEC agree to modify the Agreement as set forth in this Amendment No. 2.

In consideration of the promises and agreements contained in this Amendment, the parties agree as follows:

**2. AMENDMENT**

- 2.1. ATTACHMENT III NETWORK ELEMENTS will be amended to include the following:

**17. COMBINATION OF NETWORK ELEMENTS**

- 17.1. CLEC may order Unbundled Network Elements either individually or in the combinations of EEL as specifically set forth in this Section of the Agreement.

**17.2 Definitions**

- 17.2.1. EEL – Enhanced Extended Link (EEL), EEL for purposes of this Agreement refer to the existing unbundled network elements, specifically NID, loop, multiplexing (MUX) if necessary and transport, in the Sprint Network.

### **17.3 General Terms and Conditions**

- 17.3.1. Sprint will allow CLEC to order each Unbundled Network Element individually in order to permit CLEC to combine such Network Elements with other Network Elements obtained from Sprint as provided for herein, or with network components provided by itself or by third parties to provide telecommunications services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Sprint's network, or in combination with any other Network Elements that are currently combined in Sprint's Network.
- 17.3.2. Sprint will provide CLEC access to EEL as provided in this Agreement. CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use EEL to provide a telecommunications service under this Agreement. Any request by CLEC for Sprint to provide combined UNE's that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Section 2.22 and made available to CLEC upon implementation by Sprint of the necessary operational modifications.
- 17.3.3. The provisioning of EEL combinations is limited to existing facilities and Sprint is not obligated to construct additional facilities to accommodate any request by CLEC.

### **17.4 Specific Combinations and Pricing**

- 17.4.1. In order to facilitate the provisioning of EEL Sprint shall support the ordering and provisioning of these specific combinations as set forth below.
- 17.4.2. The Parties agree to negotiate an acceptable interim solution and support the development of industry standards for joint implementation. Ordering and provisioning for EEL will be converted to industry standards within a reasonable period of time after those standards have been finalized and Sprint has had the opportunity to implement necessary operation modifications.
- 17.4.3 Sprint offers the following combinations of network elements.
- 17.4.3.1. EEL is the combination of the NID, Loop, and Dedicated Transport network elements.
- 17.4.3.1.1. Sprint will offer the combination of unbundled loops with unbundled dedicated transport as described herein to provide EEL at the applicable recurring and non-recurring charges as specified

in Attachment 1 for EEL, the applicable recurring and nonrecurring charges for cross connects and Service Order Charges. Sprint will provide crossconnect unbundled 2 or 4-wire analog or 2-wire digital loops to unbundled voice grade/DS0, DS1, or DS3 dedicated transport facilities (DS0 dedicated transport is only available between Sprint central offices) for CLEC's provision of circuit switched telephone exchange service to CLEC's own end user customers.

17.4.3.1.2. Multiplexing shall be provided as necessary as part of dedicated transport.

17.4.3.1.3. In order to obtain EELs a requesting carrier must be providing a "significant amount of local exchange service" over the proposed EEL to the end user customer, as that phrase is defined by the FCC.

17.4.3.1.4. Notwithstanding the above limitations, Sprint will offer EELs where the component UNEs are not previously or currently combined where Sprint is not required to provide local switching for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas.

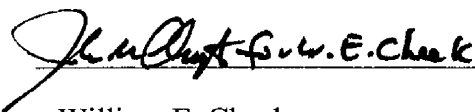
### **3. GENERAL**

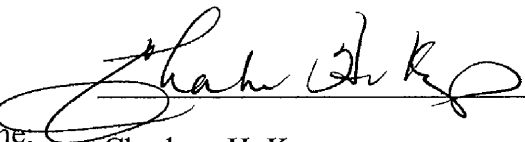
- 3.1. Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment will control.
- 3.2. This Amendment No. 2 executed by authorized representatives of Sprint and CLEC is made a part of and incorporates the terms and conditions of the Agreement.

IN WITNESS WHEREOF, Sprint and CLEC has caused this Amendment No. 2 to be executed by its duly authorized representatives.

**“Sprint”**

**“CLEC”**

By:   
Name (typed): William E. Cheek

By:   
Name: Charlene H. Keys

Title: Vice President - Sales and Account Management

Title: Vice President – Carrier Management

Date: 2/6/01

Date: January 8, 2001