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October 9, 2002

Mr. Jeffrey S. Wagaman, Executive Director  
Kansas Corporation Commission  
1500 SW Arrowhead Road  
Topeka, Kansas 66604-4027

STATE CORPORATION COMMISSION

OCT 09 2002

*Jeffrey S. Wagaman* Docket  
Room

RE: Interconnection agreement between SWBT and Sprint Communications Company  
L.P.

Dear Mr. Wagaman:

Enclosed for filing with the Commission is an original and three (3) copies of an Application for Approval of the Interconnection Agreement between Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company ("SWBT") and Sprint Communications Company L.P. ("Sprint") executed on October 1, 2002 and supporting affidavit of Michael Scott, Area Manager-Regulatory Issues of SWBT.

Also attached for approval is an UNE amendment executed on October 1, 2002, which adds DS3 digital loop, OC3 loop, OC12 and OC48 combination language as well as Unbundled Dedicated Transport language. It is included as an amendment and not a part of the original Interconnection Agreement because the Agreement is negotiated while the UNE amendment is from the K2A. In order to preserve the K2A and not make it a negotiated agreement, the two step process was used.

The Agreement and the attachments incorporated therein are an integrated package and are the result of negotiation and compromise. Upon Commission approval the Agreement will supersede and replace the Interconnection Agreement between SWBT and Sprint approved by the Commission in Docket No. 97-SCCC-167-ARB. There are no outstanding issues between the parties that need the assistance of mediation or arbitration. SWBT files this Agreement seeking Commission approval of its terms and conditions consistent with the Federal Act of 1996.

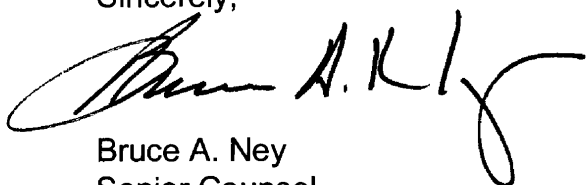
SWBT represents and believes in good faith that the implementation of this Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. SWBT specifically requests that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of this agreement, in keeping with the support for competition previously demonstrated by the Commission.

Contact information for Sprint is listed below.

CLEC Officer Name:	CLEC Attorney Name:
Mr. W. Richard Morris	Ms. Lisa Creighton-Hendricks
V.P. State External Affairs	Attorney
6450 Sprint Parkway	6450 Sprint Parkway
Overland Park, KS 66251	Overland Park, KS 66251
Phone: 913-315-9176	Phone: 913-315-9363
Fax: 913-315-0752	Fax: 913-523-9829

The Commission's prompt attention to this matter would be appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce A. Ney", with a stylized flourish at the end.

Bruce A. Ney  
Senior Counsel

Enclosures

cc: Ms. Eva Powers (transmittal letter only)  
Mr. Joseph White (transmittal letter only)  
Mr. Larry Cooper  
Mr. W. Richard Morris

**BEFORE THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS**

OCT 09 2002

Application of Southwestern Bell )  
Telephone Company for Approval of )  
Interconnection Agreement Under the )  
Telecommunications Act of 1996 With )  
Sprint Communications Company L.P. )

Docket No. 03-SWBT-301-IAT

*Jeffery S. Wasaman* Docket  
Room

**APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY FOR  
APPROVAL OF INTERCONNECTION AGREEMENT UNDER THE  
TELECOMMUNICATIONS ACT OF 1996**

Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company ("SWBT") hereby files this Application for Approval of an Interconnection Agreement ("the Agreement") and a Modification to the Agreement with Sprint Communications Company L.P. ("Sprint"), under the Telecommunications Act of 1996, Public Law No. 104-104 ("Federal Act") and would respectfully show the Kansas Corporation Commission ("Commission") the following:

**I. AGREEMENT REACHED**

SWBT presents to this Commission for approval the Agreement and Modification negotiated and executed pursuant to the terms of the Federal Act (Agreement and Modification, Attachment I). After comprehensive, good faith negotiations to address all of the complex issues involved in the Agreement and Modification, the parties executed both on October 1, 2002, and filed herewith, together with attachments incorporated therein. Upon Commission approval the Agreement and Modification will supersede and replace the Interconnection Agreement between SWBT and Sprint approved by the Commission in Docket No. 97-SCCC-167-ARB. There are no outstanding issues between SWBT and Sprint that need the assistance of mediation or arbitration.

## **II. REQUEST FOR APPROVAL**

SWBT seeks the Commission's approval of the Agreement and Modification, consistent with the provisions of the Federal Act.

SWBT believes that the implementation of this Agreement and Modification comply fully with Section 252(e) of the Federal Act because the Agreement and Modification are consistent with the public interest, convenience and necessity and do not discriminate against any telecommunications carrier. The Agreement and Modification promote diversity in providers, provide interconnectivity, and will increase customer choices for telecommunications services.

SWBT respectfully requests that the Commission grant expeditious approval of this Agreement and Modification, without change, suspension or other delay in its implementation. This is a bilateral agreement, reached as a result of negotiation and compromise and the parties do not believe a docket or intervention by other parties is necessary or appropriate.

## **III. STANDARD FOR REVIEW**

The statutory standards of review are set forth in Section 252(e) of the Federal Act which provides as follows:

Section 252(e) of the Federal Act:

### **(e) APPROVAL BY STATE COMMISSION**

- (1) APPROVAL REQUIRED.**--Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted

to shall approve or reject the agreement, with written findings as to any deficiencies.

- (2) **GROUND FOR REJECTION**--The State Commission may only reject --(A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that --

- (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
- (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity; or

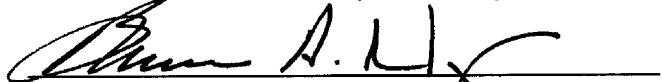
The affidavit of Michael Scott, Area Manager-Regulatory Issues, establishes that the Agreement and Modification submitted herein satisfy these standards. (Affidavit, Attachment II).

#### **IV. KANSAS LAW**

The negotiated and executed Agreement is consistent with the Kansas regulatory statutes.

#### **VI. CONCLUSION**

For the reasons set forth above, SWBT respectfully requests that the Commission approve the Agreement and Modification expeditiously.



TIMOTHY S. PICKERING (TX#24003748)

BRUCE A. NEY

(#15554) ✓

MELANIE N. SAWYER

(#19945)

220 E. Sixth Street, Room 515

Topeka, Kansas 66603-3596

(785-276-8413)

Attorneys for Southwestern Bell Telephone Company

**INTERCONNECTION AGREEMENT AND  
AMENDMENT  
to  
INTERCONNECTION AGREEMENT UNDER  
UNDER  
SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

**by and between**

**SOUTHWESTERN BELL TELEPHONE L.P. d/b/a  
SOUTHWESTERN BELL TELEPHONE COMPANY**

**and**

**SPRINT COMMUNICATIONS COMPANY L.P.**

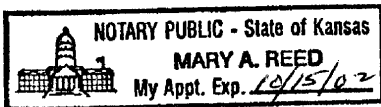


4. The implementation of this Agreement is consistent with the public interest, convenience and necessity. The Agreement will further the transition of telecommunications competition in the State of Kansas, a policy of this State and the United States. The Agreement allows diversity in providers, provides interconnectivity, and will increase customer choices for telecommunications services.
5. This Agreement does not discriminate against any telecommunications carrier. The Agreement is available to any similarly situated provider in negotiating a similar agreement.
6. The negotiated and executed Agreement is consistent with Kansas law.

*Michael Scott*

Michael Scott

Subscribed and sworn to before me this 9<sup>th</sup> day of October, 2002.



*Mary A. Reed*  
Notary Public

My Commission Expires: *October 15, 2002*



**AMENDMENT  
TO  
INTERCONNECTION AGREEMENTS UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

**between one or more of**

**Illinois Bell Telephone Company,  
Indiana Bell Telephone Company Incorporated,  
Michigan Bell Telephone Company d/b/a Ameritech Michigan,  
Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company,  
The Ohio Bell Telephone Company,  
Pacific Bell Telephone Company,  
The Southern New England Telephone Company, Southwestern Bell Telephone, L.P.  
d/b/a Southwestern Bell Telephone Company<sup>1</sup>,  
Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin**

**and**

**Sprint Communications Company L.P.**

The Interconnection Agreements by and between Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin ("ILEC") and Sprint Communications Company L.P. ("CLEC") ("the underlying Agreements") are hereby amended as follows:

- I. Section 7.5 of the Appendix UNE of the underlying Agreements is amended to add language as follows:

**7.5.5 DS3 Digital Loop**

**7.5.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the SBC-13STATE Central Office to the end user premises.**

**7.5.6 OC3 Loop**

**7.5.6.1 The OC3 155.520 Mbps loop provides an optical transmission facility from the SBC-SWBT, PACIFIC and/or NEVADA**

---

<sup>1</sup>On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership, doing business as Southwestern Bell Telephone Company ("SWBT").

central office to the end user premises. OC3 concatenated service is also available.

#### 7.5.7 OC12 Loop

7.5.7.1 The OC12 622.080 Mbps loop provides an optical transmission facility from the SBC-SWBT, PACIFIC and/or NEVADA central office to the end user premise. OC12 concatenated service is also available

#### 7.5.8 OC48 Loop

7.5.8.1 The OC48 2488.320 Mbps loop provides an optical transmission facility from the SBC-SWBT, PACIFIC and/or NEVADA central office to the end user premise. OC48 concatenated service is also available.

7.6 Unbundled DS1, DS3, and/or optical loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 (*"In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"*), including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with SBC-13STATE's processes implementing the Supplemental Order.

II. Section 13.3 of the Appendix UNE of the underlying Agreements is replaced in its entirety with the following language:

#### 13.3 Unbundled Dedicated Transport

13.3.1 Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications (when facilities exist and are technically feasible) between two Wire Centers or switches owned by SBC-12STATE or between a Wire Center or switch owned by SBC-12STATE and a CLEC owned or provided switch.

13.3.2 SBC-12STATE will provide Dedicated Transport as a point to point circuit dedicated to the CLEC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps) including OC3 concatenated (OC3-c), OC12 (622.08 Mbps) including OC12 concatenated (OC12-c), and OC48 (2488.32 Mbps) including OC48 concatenated (OC48-c). SBC-12STATE will provide higher speeds to CLEC as they are deployed in the SBC-12STATE network. SBC-12STATE provides OCN Dedicated Transport and Entrance Facilities as point to point bit rates, when and where facilities exist.

13.3.3 UDT includes the following elements:

- 13.3.3.1 Interoffice Transport - a circuit between two SBC12-STATE Wire Centers.
- 13.3.3.2 Entrance Facility - a circuit from **SBC-12STATE** serving Wire Center to the CLEC's location.
- 13.3.3.3 Multiplexing - an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as UDT entrance facility and/or interoffice transport.
- 13.3.3.4 Other Optional features are outlined in Appendix Pricing

- III. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. \_\_\_\_ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Inter-carrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. In addition to fully reserving its other rights, ILEC reserves its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions in the Agreement and to adopt on a date specified by ILEC the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the agreement. If the Parties are unable to agree upon the conforming modifications required

within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

- IV. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENTS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
- V. This Amendment shall be filed with and is subject to approval by each of the states respective Public Utility Commission and shall become effective following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreements was exchanged in triplicate on this 1<sup>st</sup> day of October, 2002, by ILEC, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

**Sprint Communications Company L.P.**

By: W. Richard Morris

Title: V.P. State External Affairs

Name: W. Richard Morris  
(Print or Type)

Date: September 11, 2002

**Southwestern Bell Telephone, L.P. d/b/a  
Southwestern Bell Telephone Company,  
By SBC Telecommunications, Inc.,  
Its authorized agent**

By: Mike Auinbauh

Title: President - Industry Markets

Name: Mike Auinbauh  
(Print or Type)

Date: OCT 01 2002

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996

**ILLINOIS BELL TELEPHONE COMPANY,  
INDIANA BELL TELEPHONE COMPANY INCORPORATED,  
MICHIGAN BELL TELEPHONE COMPANY  
D/B/A AMERITECH MICHIGAN, NEVADA BELL TELEPHONE  
COMPANY D/B/A SBC NEVADA BELL TELEPHONE COMPANY,  
THE OHIO BELL TELEPHONE COMPANY,  
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC PACIFIC BELL  
TELEPHONE COMPANY, THE SOUTHERN NEW ENGLAND  
TELEPHONE COMPANY, SOUTHWESTERN BELL TELEPHONE, L.P.  
D/B/A SOUTHWESTERN BELL TELEPHONE COMPANY AND/OR  
WISCONSIN BELL, INC. D/B/A AMERITECH WISCONSIN  
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**SUBJECT**

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**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252  
OF THE TELECOMMUNICATIONS ACT OF 1996**

by and among

**Illinois Bell Telephone Company,  
Indiana Bell Telephone Company Incorporated,  
Michigan Bell Telephone Company, Nevada Bell,  
The Ohio Bell Telephone Company,  
Pacific Bell Telephone Company,  
The Southern New England Telephone Company,  
Southwestern Bell Telephone Company, Wisconsin  
Bell, Inc. d/b/a Ameritech Wisconsin**

and

**Sprint Communications Company L.P.**



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**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement), is dated as of \_\_\_\_\_, 2002 by and among SBC Communications Inc. covering between one or more of the SBC Communications Inc. owned ILEC's. Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company (a Missouri corporation), Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin (only to the extent that the agent for each such SBC owned ILEC executes this Agreement for such SBC owned ILEC and only to the extent that such SBC owned ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below), and, Sprint Communications Company L.P. (**SPRINT**), (a Delaware limited partnership), shall apply to the states of Kansas, Oklahoma, Texas.

**WHEREAS, SPRINT** represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of unbundled Network Elements purchased from other entity(ies) and the resale of Telecommunications Services of other carriers.

**WHEREAS,** the Parties want to Interconnect their networks at mutually agreed upon points of interconnection to provide, directly or indirectly, Telephone Exchange Services and Exchange Access to residential and business End Users over their respective Telephone Exchange Service facilities in the states which are subject to this Agreement; and

**WHEREAS,** the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein; and

**WHEREAS,** for purposes of this Agreement, **SPRINT** intends to operate where one or more Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company (a Missouri corporation), Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin is the incumbent Local Exchange Carrier(s) and **SPRINT**, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission(s);

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