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**Lisa A. Anderl**  
Senior Attorney  
Law Department

September 22, 2000

Via Airborne Express

Ms. Carole J. Washburn, Secretary  
Washington Utilities and  
Transportation Commission  
1300 S. Evergreen Park Dr. S.W.  
P.O. Box 47250  
Olympia, WA 98504-7254

Re: Docket No. UT-993007  
Request for Approval of First Amendment to SGAT Agreement  
for McLeodUSA Telecommunications

Dear Ms. Washburn:

Please find enclosed an original and seven (7) copies of the Request for Approval of First Amendment to SGAT Agreement for McLeodUSA Telecommunications as well as the Amendment No. 1 to the SGAT Agreement between McLeodUSA Telecommunications, Inc. and Qwest Corporation, formerly U S WEST Communications. Qwest and McLeodUSA negotiated this Amendment under the terms of the Telecommunications Act of 1996.

The parties respectfully request that this matter be placed on the next Consent Agenda for expedited approval.

The Order on Arbitration Procedure also requests that a proposed order accompany the filing. Qwest requests a waiver of that requirement, and is not providing one with this filing, as the Commission has, in the past, used its own format for Orders. If this is not satisfactory to the Commission, please contact me and I will forward a proposed order immediately.

RECEIVED  
APPROVAL OF FIRST AMENDMENT  
00 SEP 26 AM 10:43  
STATE OF WASH.  
UTIL. AND TRANSP.  
COMMISSION

Mr. Carole Washburn

September 22, 2000

Page 2

Please contact me at (206) 345-1574, or my paralegal, Elizabeth M. Weber, at (206) 398-2504 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lisa A. Anderl".

Lisa A. Anderl

Enclosures

cc: Deborah Hartl (with enclosures)  
David Conn at McLeodUSA (with enclosures)

RECEIVED  
REQUEST FOR APPROVAL AMENDMENT  
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STATE OF WASH.  
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BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of Request for Approval of First )  
Amendment to SGAT Agreement Between ) Docket No. UT- 993007  
McLeodUSA Telecommunications, Inc. and )  
Qwest Corporation, formerly U S WEST ) REQUEST FOR APPROVAL OF FIRST  
Communications, Inc. ) AMENDMENT TO SGAT AGREEMENT  
) FOR MCLEODUSA  
) TELECOMMUNICATIONS

**I. INTRODUCTION**

Pursuant to Section III of the Interpretive and Policy Statement Regarding Negotiation, Mediation, Arbitration, and Approval of Agreements under the Telecommunications Act of 1996 ("Interpretive and Policy Statement") issued by this Commission in Docket No. UT-960269, Qwest Corporation ("Qwest"), formerly U S WEST Communications, Inc., and McLeodUSA Telecommunications, Inc. ("McLeodUSA") hereby submit for approval by the Washington Utilities and Transportation Commission ("Commission" or "WUTC") the attached First Amendment to the Statement of Generally Available Terms ("SGAT") Agreement that McLeodUSA entered into (the "Amendment"). This Amendment was executed on June 12 and 13, 2000. This Amendment supplements the original SGAT Agreement between McLeodUSA

1 and Qwest which was approved by the Commission on August 30, 2000 in Docket No. UT-  
2 993007. This amendment adds Reciprocal Compensation language regarding EAS and local  
3 traffic to the previously approved agreement.

4 The Agreement set forth the terms, conditions and prices for interconnection, unbundled  
5 elements, ancillary services and resale of telecommunications services which Qwest has offered  
6 to every Competitive Local Exchange Carrier ("CLEC") in the state of Washington. The  
7 Agreement stated that Qwest would provide these terms and conditions to McLeodUSA in each  
8 LATA in which both entities operate within the state of Washington.

9 This Amendment was reached through voluntary negotiations between representatives of  
10 both companies. It is submitted for approval pursuant to Section 252(e) of the Communications  
11 Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act") and the  
12 requirements of the Commission's Interpretive and Policy Statement.

## 13 II. REASONS FOR APPROVAL

14 Section 252(e)(2) of the Act directs that a state commission may reject an Agreement  
15 reached through negotiation and/or arbitration only if the Commission finds that:

- 16 1) The Agreement (or portions thereof) discriminates against a  
17 telecommunications carrier not a party to the Agreement; or
- 18 2) The implementation of such Agreement or portion is not consistent with the  
19 public interest, convenience and necessity.

20 Qwest and McLeodUSA respectfully submit that the Amendment provides no basis for  
21 either of these findings and thus request that the Commission approve the Amendment  
22 expeditiously.  
23

1 First, the Amendment does not discriminate against any other telecommunications  
2 carrier. There is no finding that the terms of this Amendment are more favorable than terms  
3 provided to other carriers.

4 Second, the Amendment is consistent with the public interest as identified in the pro-  
5 competitive policies of the state of Washington, the WUTC, the U.S. Congress and the Federal  
6 Communications Commission. In addition, because this Amendment does not discriminate  
7 against any other telecommunications carrier, state law policies prohibiting unreasonable  
8 discrimination are preserved by approval of this Amendment.

9 For the foregoing reasons, Qwest and McLeodUSA submit that approval of this  
10 Amendment is warranted because it satisfies the state and federal criteria for approval.

11 **III. UNDERSTANDING AND AGREEMENT OF PARTIES**

12 With respect to the Amendment, the Parties understand and agree that this amendment  
13 adds Reciprocal Compensation language regarding EAS and local traffic to the original  
14 agreement. Specifically, the parties agree that neither will charge the other for any rate element  
15 used in transporting or terminating local and internet-related calls which originate and terminate  
16 in the same local calling area. This clause is effective through December 31, 2002.

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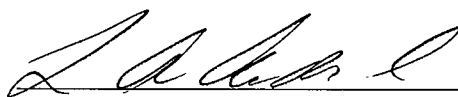
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**IV. CONCLUSION**

For the foregoing reasons, Qwest and McLeodUSA respectfully request expeditious approval of the Amendment. Both Parties request approval earlier than the 90 day time period allowed for by the Interpretive and Policy Statement.

Respectfully submitted this 22<sup>nd</sup> day of September, 2000.

Qwest



\_\_\_\_\_  
Lisa A. Anderl, WSBA No. 13236  
1600 - 7th Avenue, Room 3206  
Seattle, WA 98191  
(206) 345-1574

**Amendment No. 1 to the SGAT Agreement  
Between  
McLeodUSA Telecommunications Services, Inc.  
and  
USWC Communications, Inc.  
In the State of Washington**

This Amendment No. 1 ("Amendment") is made and entered into by and between McLeodUSA Telecommunications Services, Inc. ("McLeod") and USWC Communications, Inc. ("USWC").

**RECITALS**

McLeod and USWC entered into that certain SGAT Agreement for service in the state of Washington which will be submitted for approval before the Washington Utilities and Transportation Committee (the "Agreement"); and

McLeod and USWC wish to amend the Agreement under the terms and conditions contained herein;

NOW THEREFORE, the Parties agree to the following:

**1. Amendment Terms.**

This Amendment is made in order to add Reciprocal Compensation language to the Agreement.

Accordingly, Section 7.3.4, Exchange Service (EAS/Local) Traffic, sub-Section 7.3.4.1 End Office Call Termination, to the underlying Agreement is revised to add a new sub-section 7.3.4.1.3.1 under 7.3.4.1.3, as follows:

- (b) Other provisions of this Agreement to the contrary notwithstanding, for the period beginning March 1, 2000, and ending no later than December 31, 2002, neither party shall charge the other for any rate element necessary for transporting or terminating local and internet-related calls which originate and terminate in the same local calling area.

**2. Effective Date.**




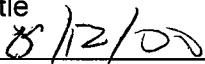
This Amendment shall be deemed effective upon approval by the appropriate state Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution.

**3. Further Amendments.**

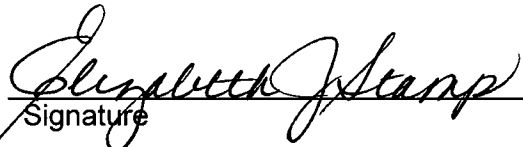


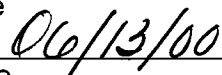
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both parties.

The parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**McLeodUSA Telecommunications  
Services, Inc.**

  
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Signature  
  
\_\_\_\_\_  
Name Printed/Typed  
  
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Date

**USWC Communications, Inc.**

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Name Printed/Typed  
  
\_\_\_\_\_  
Title  
  
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