



Mailing: 1800 41<sup>st</sup> St.  
WA0105RA  
Everett, WA 98201

October 8, 2010

Washington Utilities and  
Transportation Commission  
P.O. Box 47250  
1300 S. Evergreen Park Drive SW  
Olympia, Washington 98504-7250

2010 OCT 12 AM 9:59

Subject: **AMENDMENT TO INTERCONNECTION AGREEMENT between VERIZON  
NORTHWEST INC. and NEW CINGULAR WIRELESS SERVICES, INC.  
COMPANY  
Ref. Docket UT-990397**

To Whom It May Concern:

Please find attached Amendment No. 3 to an interconnection agreement between Verizon Northwest Inc. (formerly known as GTE Northwest Incorporated) and New Cingular Wireless Services, Inc. (formerly known as AT&T Wireless Services, Inc.). A filing for this agreement was made on July 2, 2010 in this docket with a cover letter and draft order attached but the Amendment No. 3 to the agreement was inadvertently omitted.

Please advise Rick Applegate of this filing. If there are any questions, I can be reached at 425.261.6380.

Sincerely,

A handwritten signature in black ink, appearing to read "Lin Fogg", with a long horizontal flourish extending to the right.

Lin Fogg  
Manager – Regulatory/Legislative

**AMENDMENT NO. 3**  
**TO THE**  
**INTERCONNECTION AGREEMENT**  
**BETWEEN**  
**VERIZON NORTHWEST INC.,**  
**F/K/A GTE NORTHWEST INCORPORATED**  
**AND**  
**NEW CINGULAR WIRELESS SERVICES, INC.,**  
**F/K/A AT&T WIRELESS SERVICES, INC.**  
**FOR THE STATE OF WASHINGTON**

This Amendment No. 3 (this "Amendment") shall be deemed effective on October 1, 2009 (the "Amendment Effective Date") by and between Verizon Northwest Inc. ("Verizon"), formerly known as GTE Northwest Incorporated, a corporation organized under the laws of the State of Washington, with offices at 1800 41<sup>st</sup> Street, Everett, WA 98201, and New Cingular Wireless Services, Inc. ("New Cingular"), formerly known as AT&T Wireless Services, Inc., a corporation organized under the laws of the State of Delaware, with offices at 1277 Lenox Park Blvd., Suite 4A42, Atlanta, GA 30319. (Verizon and New Cingular may be hereinafter referred to each, individually as a "Party" and collectively as the "Parties"). This Amendment only covers the services addressed herein that Verizon provides in its operating territory in the State of Washington.

**WITNESSETH:**

**WHEREAS**, Verizon and New Cingular are the parties to the "Interconnection Agreement Between GTE Northwest Incorporated and AT&T Wireless Services, Inc. for the State of Washington," dated October 13, 1999, as amended from time-to-time prior to the Amendment Effective Date (the "Agreement"); and

**WHEREAS**, the Parties have agreed to amend the Agreement to address the matters set forth in this Amendment;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Agreement. The Agreement is amended to incorporate the rates, terms, conditions and provisions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other rate, term, condition or provision of the Amended Agreement, a Verizon Tariff or a Verizon Statement of Generally Available Terms and Conditions under 47 U.S.C. § 252(f) ("SGAT").
  - 1.1 Tandem Switching Traffic (Transiting)
    - 1.1.1 Subsection B, "Tandem Switching Rate (Transiting)," of the section "Local Transport and Termination Rates" of Appendix A, "Rates and Charges for Transport and Termination of Traffic," of the Agreement is amended by deleting the following language:

"Rate applied per MOU: \$0.0016"

and replacing the deleted language with the following language, which is hereby made a part of the Amended Agreement:

"Rate applied per MOU: \$0.0048324".

1.1.2 The new "Tandem Switching Rate (Transiting)" set out in Section 1.1.1 of this Amendment, preceding ("Rate applied per MOU: \$0.0048324"), shall apply on and after October 1, 2009 and shall be subject to change from time-to-time in accordance with the Amended Agreement.

2. Miscellaneous Provisions.

- 2.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, terms, conditions and provisions of the Agreement to the extent necessary to give effect to the rates, terms, conditions and provisions of this Amendment. In the event of a conflict between the rates, terms, conditions and provisions of this Amendment and the rates, terms, conditions and provisions of the Agreement, this Amendment shall govern; provided, however, that the fact that a rate, term, condition or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.1.
- 2.2 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent set forth expressly in this Amendment, the rates, terms, conditions and provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to extend or amend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.
- 2.3 Capitalization. Capitalized terms used in this Amendment and not otherwise defined in this Amendment shall have the meanings set forth in the Agreement. Capitalized terms used in this Amendment and not otherwise defined in this Amendment or in the Agreement, but defined in the Communications Act of 1934, 47 U.S.C. § 151, et seq. (the "Act"), shall have the meanings set forth in the Act.
- 2.4 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.5 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.

2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

**New Cingular Wireless Services, Inc.**

**Verizon Northwest Inc.**

By: Curtis D. Gardner

By: \_\_\_\_\_

Printed: Curtis D. Gardner

Printed: Jennifer E. Ross

Title: Sr. Contract Mgr.

Title: Director – Interconnection Services

Date: 6/21/10

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

**New Cingular Wireless Services, Inc.**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Verizon Northwest Inc.**

By: Jennifer E. Ross

Printed: Jennifer E. Ross

Title: Director – Interconnection Services

Date: 6/23/2010