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WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

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BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of Request for Approval of Second)
Amendment to the Type 2 Wireless) Docket No. UT-970306
Interconnection Agreement Between United)
States Cellular Mobile Telephone Network and) REQUEST FOR APPROVAL OF
U S WEST Communications, Inc.) SECOND AMENDMENT TO
) INTERCONNECTION AGREEMENT
)

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, U S WEST Communications, Inc. ("U S WEST ") and United States Cellular Mobile Telephone Network ("United States Cellular") hereby submit for approval by the Washington Utilities and Transportation Commission ("Commission" or "WUTC") the attached Second Amendment to Interconnection Agreement dated June 13, 2000 (the "Amendment"). This Amendment supplements the original interconnection agreement between United States Cellular and U S WEST which was approved by the Commission on September 10, 1997 in Docket No. UT-

1 970306. This amendment adds terms and conditions for Inter Local Calling Area.

2 The original Agreement set forth terms for Wireless Interconnection and extended certain
3 arrangements for the purpose of offering wireless to wireline or wireline to wireless services
4 within each LATA in which U S WEST and United States Cellular both operate within
5 Washington. The Agreement included terms, conditions, and prices for Wireless network
6 interconnection, access to unbundled network elements, and ancillary network services. The
7 Agreement stated that the pricing for these services was subject to the outcome of the
8 Commission's determination in the Generic Pricing Docket, UT-960369, et al.

9 This Amendment is submitted for approval pursuant to Section 252(e) of the
10 Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act")
11 and the requirements of the Commission's Interpretive and Policy Statement.

12 II. REASONS FOR APPROVAL

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

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

19 U S WEST and United States Cellular respectfully submit that the Amendment provides
20 no basis for either of these findings and thus request that the Commission approve the
21 Amendment expeditiously. First, the Amendment does not discriminate against any other
22 telecommunications carrier. There is no finding that the terms of this Amendment are more
23 favorable than terms provided to other carriers.

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

6 For the foregoing reasons, U S WEST and United States Cellular submit that approval of
7 this Amendment is warranted because it satisfies the state and federal criteria for approval.

8 III. UNDERSTANDING AND AGREEMENT OF PARTIES

9 With respect to the Amendment, the Parties understand and agree that this amendment
10 adds terms and conditions for Inter Local Calling Area, an interconnection DS1 service which
11 will allow United States Cellular to establish a virtual point of connection ("POC").

12 IV. CONCLUSION

13 For the foregoing reasons, U S WEST and United States Cellular respectfully request
14 expeditious approval of the Amendment. Both Parties request approval earlier than the 90 day
15 time period allowed for by the Interpretive and Policy Statement, in order to facilitate the
16 immediate availability of additional local exchange competition between U S WEST and United
17 States Cellular.

18 Respectfully submitted this 12th day of July, 2000.

19 U S WEST Communications, Inc,

20
21 

22 Lisa A. Anderl, WSBA No. 13236
23 1600 - 7th Avenue, Room 3206
24 Seattle, WA 98191
(206) 345-1574

Amendment No. 2 to the Interconnection Agreement

Between

United States Cellular Mobile Telephone Network

And

U S WEST Communications, Inc.

For the States of Idaho, Iowa, Oregon & Washington

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STATE OF IOWA
UTILITIES AND TRANSP.
COMMISSION

This Amendment No. 2 ("Amendment") is made and entered into by and between United States Cellular Mobile Telephone Network, ("United States Cellular") and U S WEST Communications, Inc. ("U S WEST").

RECITALS

United States Cellular and U S WEST entered into that certain Interconnection Agreement for service in the states Idaho, which was approved by the Idaho Public Utilities Commissions on May 8, 1997; Iowa, which was approved by the Iowa Utilities Board on April 17, 1997; Oregon, which was approved by the Oregon Public Utilities Commission on April 24, 1997; and Washington, which was approved by the Washington Utilities and Transportation Commission on May 28, 1997. (the "Underlying Agreement"); and

United States Cellular and U S WEST wish to amend the Agreement under the terms and conditions contained herein, and to amend the Agreement as follows:

NOW THEREFORE, the Parties agree to the following:

1. DESCRIPTION OF AMENDMENT.

This Amendment is made in order to add terms and conditions for Inter Local Calling Area ("InterLCA Facility") as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein.

2. EFFECTIVE DATE.

This Amendment shall be deemed effective upon approval by the appropriate Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. A minimum of three weeks is required to make all system updates. U S WEST will begin accepting orders upon execution of the Amendment, however actual order processing will not begin until all system updates have been completed.

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.

**United States Cellular
Mobile Telephone Network**

James Nam
Authorized Signature

JAMES NAUMAN
Name Typed or Printed

DIR-NETWORK ENGINEER
Title

6-9-00
Date

U S WEST Communications, Inc.

Elizabeth Stamp
Authorized Signature

Elizabeth Stamp
Name Typed or Printed

Director - Interconnect
Title

06/13/00
Date

ATTACHMENT 1

1. Description

Inter Local Calling Area ("InterLCA Facility") is an interconnection DS1 offering that allows United States Cellular to establish a virtual POC in a distant calling area.

2. Inter Local Calling Area (LCA) Facility

- 2.1 United States Cellular may request U S WEST-provided facilities to transport EAS/Local Traffic from a virtual POC in a U S WEST EAS/LCA to a POC located in a distant EAS/LCA (a 'distant POC'). The U S WEST-provided facilities interconnecting a U S WEST EAS/LCA to a distant POC are Type 2 InterLCA Facilities.
- 2.2 The actual origination of the InterLCA Facility shall be the U S WEST Wire Center located in the EAS/LCA associated with United States Cellular's NXX. The Termination point is in the POC in the distant EAS/LCA.
- 2.3 If the distance between the U S WEST Wire Center in the EAS/LCA and the Serving Wire Center is twenty miles or less, the fixed and per-mile rates for Dedicated Transport shall apply in accordance with Appendix A of the Underlying Agreement.
- 2.4 If the distance between the U S WEST Wire Center in the EAS/LCA and the Serving Wire Center of the distant POC is greater than twenty miles, the fixed and per-mile Dedicated Transport rates shall apply to the first twenty miles in accordance with Appendix A of the Underlying Agreement, and the remaining miles are rated as intrastate monthly fixed and per mile DS1 Private Line Transport Services. The Private Line Transport Services rates are contained in the applicable state Private Line catalogs and Tariffs.
- 2.5 The facilities connecting the distant POC to the U S WEST Wire Center will be rated as intrastate DS1 Private Line Transport Services. The Private Line Transport rates are contained in the applicable state Private Line catalogs and Tariffs.
- 2.6 United States Cellular will be charged for the first twenty miles of the InterLCA Facility as specified in Appendix A of the Underlying Agreement, to reflect the portion of the InterLCA facility that is used by U S WEST to transport U S WEST-originated traffic to United States Cellular. U S WEST shall not be required to reduce the Private Line Transport Services rates for the portion of the InterLCA Facility that exceeds 20 miles in length.
- 2.7 The InterLCA facility may be utilized with a DS1 to DS0 multiplexer in the U S WEST Wire Center. A DS0 level Type 2 Interconnection trunk may use the InterLCA DS1 as Customer Facility Assignment (CFA) within the originating EAS/LCA.

- 2.8 In addition United States Cellular may choose to purchase a Private Line Transport Services DS3 from U S WEST as a CFA on which the Type 2 InterLCA Facility would ride. United States Cellular will purchase a Private Line DS3 to DS1 multiplexer to support the DS1 InterLCA Facility. If United States Cellular chooses to utilize a Private Line DS3 as CFA, these rates will be billed out of the applicable Private Line Transport Services catalogs or Tariffs.
- 2.9 The InterLCA Facility cannot be used to access unbundled network elements.
- 2.10 The InterLCA Facility is available only where facilities are available. U S WEST is not obligated to construct new facilities to provide a InterLCA Facility.