

**U S WEST Communications**  
7800 E. Orchard Road, Suite 250  
Englewood, Colorado 80111  
(303) 793-6605-Phone  
(303) 793-6633-Fax  
kxmacne@uswest.com

**Kristine B. Macneal**  
Contract Administrator

Contract Development  
and Services

Law Department

RECEIVED  
COMMUNICATIONS DIVISION

99 DEC 13 AM 10:20

1300 S. EVERGREEN PARK DR.  
OLYMPIA, WA 98504  
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COMMUNICATIONS

**USWEST**

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December 10, 1999

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: Negotiated Second Amendment to the Wireline  
Interconnection Agreement between MCI Worldcom  
Communications, Inc. f/k/a MFS Intelenet, Inc. and U S WEST  
Communications, Inc.

Dear Ms. Washburn:

In accordance with the Order on Arbitration Procedure in Docket No. UT-960269, attached for your approval are eight (8) copies of the Second Amendment to the Interconnection Agreement between MCI Worldcom Communications, Inc. f/k/a MFS Intelenet, Inc. ("MFS") and U S WEST Communications, Inc. ("U S WEST"). U S WEST and MFS negotiated this Amendment for interconnection under the terms of the Telecommunications Act of 1996. Also enclosed is Request For Approval Of Second Amendment to Interconnection Agreement.

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

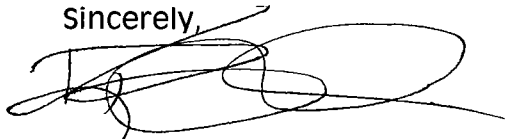
The Order on Arbitration Procedure also requests that a proposed order accompany the filing. U S WEST requests a waiver of that requirement, and is not providing one with this filing, as the Commission has, in the past, used its own format for Orders. If this is not satisfactory to the Commission please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



Proud Sponsor  
36 USC 380

Please contact me at (303) 793-6605 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kristine B. Macneal', written over a horizontal line.

Kristine B. Macneal

Enclosures

cc: Director-Interconnection Compliance (w/enc.)  
Elizabeth Weber (w/enc.)  
Michael Beach (w/enc.)  
Deborah Ching (w/enc.)

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BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of Request for Approval of Second )	
Amendment to Interconnection Agreement )	Docket No. UT-960323
Between MCI Worldcom Communications, Inc. )	
f/k/a MFS Intelenet, Inc. and U S WEST )	REQUEST FOR APPROVAL OF
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 MCI Worldcom Communications, Inc. f/k/a MFS Intelenet, Inc. ("MFS") hereby submit for approval by the Washington Utilities and Transportation Commission ("Commission" or "WUTC") the attached Second Amendment to Interconnection Agreement dated November 19, 1999 (the "Amendment"). This amendment supplements the original interconnection agreement between MFS and U S WEST which was approved by the Commission on January 8, 1997 in Docket No. UT-960323. This amendment

1 modifies sections of the original agreement regarding traffic reports. This Amendment deletes  
2 Section VI.I.2(b) of the interconnection agreement and inserts Section VI.I.6 at the end of  
3 Section VI.I.5.

4 The original Agreement set forth terms, conditions and prices under which U S WEST  
5 agreed to provide services for resale and certain Unbundled Network Elements, Ancillary  
6 Functions and additional features in each LATA in which both U S WEST and MFS operate  
7 within the state of Washington. The Agreement also had terms, conditions and prices under  
8 which the parties agreed to provide interconnection and reciprocal compensation for the  
9 exchange of local traffic for the purpose of offering telecommunications services. The  
10 Agreement stated that the pricing for these services was subject to the outcome of the  
11 Commission's determination in the Generic Pricing Docket, UT-960369, et al.

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

## 16 II. REASONS FOR APPROVAL

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

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

1 U S WEST and MFS respectfully submit that the Amendment provides no basis for either  
2 of these findings and thus request that the Commission approve the Agreement expeditiously.  
3 First, the Amendment does not discriminate against any other telecommunications carrier. There  
4 is no finding that the terms of this Amendment are more favorable than terms provided to other  
5 carriers.

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

11 For the foregoing reasons, U S WEST and MFS submit that approval of this Amendment  
12 is warranted because it satisfies the state and federal criteria for approval.

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

14 With respect to the Amendment, the Parties understand and agree that this amendment  
15 modifies sections of the original agreement regarding traffic reports.

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**IV. CONCLUSION**

For the foregoing reasons, U S WEST and MFS 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, in order to facilitate the immediate availability of additional local exchange competition between U S WEST and MFS.

Respectfully submitted this 8<sup>th</sup> day of December, 1999.

U S WEST Communications, Inc,



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

AMENDMENT NO. 2  
TO THE  
INTERCONNECTION AGREEMENT  
BETWEEN  
U S WEST COMMUNICATIONS, INC.  
AND  
MCI WORLDCOM COMMUNICATIONS, INC. F/K/A MFS INTELENET, INC.  
FOR THE STATE OF WASHINGTON

This Second Amendment to Interconnection Agreement (this "Second Amendment") is made and entered into as of the 19 day of November, 1999, by and between U S WEST Communications, Inc. ("USWC") and MCI Worldcom Communications, Inc., formerly MFS Intelenet, Inc. ("MFS"). USWC and MFS shall be known as the "Parties".

**RECITALS**

**WHEREAS**, USWC and MFS entered into an Interconnection Agreement, as amended, executed by the Parties on December 1, 1996, and approved by the Washington Utilities and Transportation Commission on January 8, 1997 (the "Agreement");

**WHEREAS**, USWC and MFS wish to further amend the Agreement under the terms and conditions contained herein.

**NOW THEREFORE**, in consideration of the promises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. DESCRIPTION OF AMENDMENT MODIFICATIONS:**

Section VI.I.2(b) of the Agreement is hereby deleted in its entirety and a new Section VI.I.6 is inserted at the end of Section VI.I.5 as follows:

VI.I.6 USWC shall provide MFS with traffic reports that will be used by the Parties during the joint forecasting and planning process contained in this Section. The content, format, and timing of the reports will be based on mutual agreement between the Parties and will consist of data showing, among other things, usage levels on local interconnection trunks, the extent of blockage on those trunks, and the need for such trunks to particular end offices.

**2. EFFECTIVE DATE:**

This Amendment shall be deemed effective upon approval by the Washington Utilities and Transportation Commission.

**3. EXECUTED IN COUNTERPARTS:**

This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute one and the same instrument.

**4. FURTHER AMENDMENTS:**

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

**WHEREFORE**, the Parties hereto have caused this Second Amendment to be executed by their respective duly authorized representatives.

**MCI WorldCom Communications, Inc.**

**U S WEST Communications, Inc.**

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

By: 

Kathy Fleming

\_\_\_\_\_  
Name Printed or Typed

\_\_\_\_\_  
Name Printed or Typed

\_\_\_\_\_  
Title

V.P. - Interconnection  
Title

\_\_\_\_\_  
Date

11/19/99  
Date



**2. EFFECTIVE DATE:**

This Amendment shall be deemed effective upon approval by the Washington Utilities and Transportation Commission.

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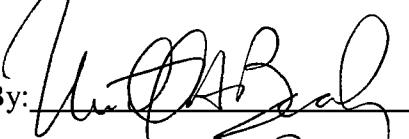
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**WHEREFORE**, the Parties hereto have caused this Second Amendment to be executed by their respective duly authorized representatives.

**MCI WorldCom Communications, Inc.**

**U S WEST Communications, Inc.**

By: 

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

MICHAEL A BEAUFORT  
Name Printed or Typed

\_\_\_\_\_  
Name Printed or Typed

VICE PRESIDENT  
Title

\_\_\_\_\_  
Title

11/17/99  
Date

\_\_\_\_\_  
Date