

**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

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REGISTRATION DIVISION

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STATE OF WASH.  
UTIL. AND TRANSP.  
COMMISSION

**USWEST**  
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August 16, 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 First Amendment to the Interconnection  
Agreement, between NEXTLINK Washington, Inc. and U S  
WEST Communications, Inc.**

Dear Ms. Washburn:

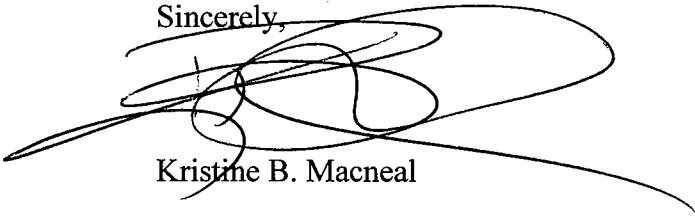
In accordance with the Order on Arbitration Procedure in Docket No. UT-960269, attached for your approval are eight (8) copies of the First Amendment to the Interconnection Agreement between NEXTLINK Washington, Inc. ("NEXTLINK") and U S WEST Communications, Inc. U S WEST and NEXTLINK negotiated this Amendment for interconnection under the terms of the Telecommunications Act of 1996. Also enclosed is the Request for Approval of First Amendment to the 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.

I have enclosed an extra copy of the Pleadings and a return envelope so that you may file stamp and return same to this office upon its receipt. If you have any questions or need any further information, please do not hesitate to contact me at (303) 793-6605. I thank you in advance for your cooperation in this matter.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read 'Kristine B. Macneal', written over the word 'Sincerely,'.

Kristine B. Macneal

Enclosures

cc: Rex Knowles (w/enc.)  
Elizabeth Weber (w/enc.)  
Director-Interconnection Compliance(w/enc.)

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DEPARTMENT OF COMMUNICATIONS

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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 Interconnection Agreement ) Docket No. UT-960356  
Between NEXTLINK Washington, Inc. and )  
U S WEST Communications, Inc. ) REQUEST FOR APPROVAL OF FIRST  
 ) 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 NEXTLINK Washington, Inc. ("NEXTLINK") hereby submit for approval by the Washington Utilities and Transportation Commission ("Commission" or "WUTC") the attached First Amendment to Interconnection Agreement dated August 2, 1999 (the "Amendment"). This amendment supplements the original interconnection agreement between NEXTLINK and U S WEST which was approved by the Commission on April 30, 1997 in Docket No. UT-960356. This amendment regarding Interim

REQUEST FOR APPROVAL  
OF FIRST AMENDMENT

1 Number Portability (INP) Product Offering for Coordinated Out of Hour Cuts, is intended to be a  
2 supplement to the Agreement and incorporated into it.

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

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

## 15 II. REASONS FOR APPROVAL

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

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

22 U S WEST and NEXTLINK respectfully submit that the Amendment provides no basis  
23 for either of these findings and thus request that the Commission approve the Amendment

24 REQUEST FOR APPROVAL  
OF FIRST AMENDMENT

1 expeditiously. First, the Amendment does not discriminate against any other  
2 telecommunications carrier. There is no finding that the terms of this Amendment are more  
3 favorable than terms 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 Agreement 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, U S WEST and NEXTLINK 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 modifies sections of the original agreement regarding Interim Number Portability (INP) Product  
14 Offering for Coordinated Out of Hour Cuts.

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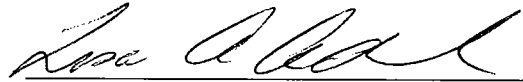
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**IV. CONCLUSION**

For the foregoing reasons, U S WEST and NEXTLINK 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 NEXTLINK.

Respectfully submitted this 13<sup>th</sup> day of August, 1999.

U S WEST Communications, Inc,



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

## **FIRST AMENDMENT TO INTERCONNECTION AGREEMENT FOR THE STATE OF WASHINGTON**

This First Amendment dated June 9, 1999 to Interconnection Agreement for the State of Washington entered into between U S WEST Communications, Inc. ("USWC") and NEXTLINK Washington, Inc. ("NEXTLINK").

### **Recitals**

USWC and NEXTLINK have entered into the Interconnection Agreement as approved by the Washington Utilities and Transportation Commission on April 30, 1997 (the "Agreement").

### **Amendment**

Now therefore, the Parties agree to amend the Agreement by making the following changes:


1. Section XVIII shall be deleted and replaced with the following:

"This Agreement shall become effective upon Commission approval, pursuant to Sections 251 and 252 of the Act, shall terminate on August 15, 2000, or unless otherwise agreed to by the Parties, and shall be binding upon the Parties during that term, notwithstanding Section 252(i) of the Act. The Parties agree to commence negotiations on a new agreement no later than 160 calendar days prior to the termination date specified above; provided that NEXTLINK may exercise its opt in rights pursuant to Section 252(i) of the Act, at the conclusion of the term of this Agreement. In the event that, on or before July 21, 2000, either, i) negotiations have not been concluded and a new agreement has not been approved by the Commission or ii) NEXTLINK has not adopted and had approved by the Commission an interconnection agreement with USWC pursuant to Section 252(i) of the Act, then the window of opportunity to file for arbitration to resolve outstanding contractual issues in accordance with the Act, will open on July 21, 2000, and will close August 15, 2000, or as otherwise prescribed by the Act or as otherwise agreed to by the Parties. In the event either Party files for arbitration in accordance with the Act, this Agreement shall remain in effect until such time as the arbitration has been resolved and a new agreement between the Parties has been approved by the Commission."

Except as otherwise amended pursuant to this Amendment, the Agreement remains unmodified and in full force and effect.

NEXTLINK Washington Inc.

U S WEST Communications, Inc

  
Signature

  
Signature

R. Gerard Salemme  
Name Printed or Typed

Kathy Fleming  
Name Printed or Typed

Senior Vice President  
Title

V.P. - Interconnection  
Title

7/7/99  
Date

8/2/99  
Date