

UT-023064 (IA)
1-8-03



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December 5, 2002

Ms. Carole Washburn, Secretary
Washington Utilities and
Transportation Commission
Box 47250
1300 S. Evergreen Park Drive SW
Olympia, WA 98504-7250

02 DEC -3 11 09 55
COMMUNICATIONS CENTER
OLYMPIA, WA 98504

Re: CMRS Interconnection Agreement between Sprint PCS and United Telephone Company of the Northwest (Sprint)

Dear Ms. Washburn:

Pursuant to Section 252 (a) and (e) of the Telecommunications Act of 1996 ("the Act"), enclosed for submission is a courtesy hard copy of the fully executed CMRS Interconnection Agreement between Sprint PCS and United Telephone Company of the Northwest (Sprint). The companies request that the Commission approve this Agreement under Section 252(e) (1) and (2)(A) of the Act.

An electronic copy of the agreement has been e-mailed to the Records Center on this date.

Should you have any questions concerning this submission or need additional information, please contact Glenn Harris at (541) 387-9290 or by e-mail at glenn.harris@mail.sprint.com.

Sincerely,

Nancy L. Judy
Nancy L. Judy

Enclosure

cc (w/o enclosure):
Director, Local Carrier Markets, Sprint
General Atty – Law & External, Sprint
Legal/Regulatory Dept., Sprint PCS
Mgr. – Interconnection Mgmt, Sprint PCS
Wendy Gray, Regional Carrier Markets, Sprint



**Commercial Mobile Radio Services (CMRS)
INTERCONNECTION
AGREEMENT**

FOR THE STATE OF WASHINGTON

**Effective: July 1, 2002
Ending: June 30, 2004**

***SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, AS
AGENT FOR WIRELESSCO, L.P., A DELAWARE LIMITED
PARTNERSHIP, AND
SPRINTCOM, INC., A KANSAS CORPORATION AND
COX COMMUNICATIONS PCS, L.P., A DELAWARE LIMITED
PARTNERSHIP, AND
APC PCS, L.L.C., A DELAWARE LIMITED PARTNERSHIP, AND
PHILLIECO, L.P., A DELAWARE LIMITED PARTNERSHIP,
ALL FOREGOING ENTITIES JOINTLY D/B/A SPRINT PCS***

and

UNITED TELEPHONE COMPANY OF THE NORTHWEST

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INTERCONNECTION AGREEMENT

This Interconnection Agreement (the "Agreement"), is entered into by and between Sprint Spectrum L.P., a Delaware limited partnership, as agent for Wirelesco, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas Corporation and Cox Communications PCS, L.P., a Delaware limited partnership, and APC PCS, L.L.C., a Delaware limited partnership, and Phillieco, L.P., a Delaware limited partnership, all foregoing entities jointly d/b/a Sprint PCS (herein collectively referred to as "PCS"), and United Telephone Company of the Northwest, an Oregon corporation ("LTD") hereinafter collectively, "the Parties," entered into and effective this 1st day of July, 2002 ("Effective Date"), for a term ending June 30, 2004 ("End Date").

WHEREAS, the Parties wish to interconnect their networks for the transmission and termination of Local Traffic (as defined herein) between LTD and PCS; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the applicable orders, rules and regulations of the Washington Utilities and Transportation Commission (the "Commission"); and

WHEREAS, the parties wish to replace any and all other prior interconnection agreements, both written and oral, applicable to the state of Washington;

Now, therefore, in consideration of the terms and conditions contained herein, PCS and LTD hereby mutually agree as follows:

PART A – DEFINITIONS

1. DEFINED TERMS

- 1.1. Certain terms used in this Agreement shall have the meanings as otherwise defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement which are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2. "Act" means the Communications Act of 1934, as amended.
- 1.3. "Affiliate" is as defined in the Act.
- 1.4. "Ancillary Traffic" means all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:

- 1.4.1. Directory Assistance;
- 1.4.2. E911;
- 1.4.3. Operator call termination (busy line interrupt and verify); and
- 1.4.4. Information services requiring special billing (e.g., 900 and 950).
- 1.5. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all official legal holidays.
- 1.6. "Central Office Switches" ("COs") are switching facilities within the public switched telecommunications network, including, but not limited to:
 - 1.6.1. "End Office Switches" ("EOs") are landline switches from which end-user Telephone Exchange Services are directly connected and offered.
 - 1.6.2. "Tandem Switches" are switches which are used to connect and switch trunk circuits between and among Central Office Switches.
 - 1.6.3. "Mobile Switching Centers" ("MSCs") are an essential element of the CMRS network which perform the switching for the routing of calls among its mobile subscribers and subscribers in other mobile or landline networks. The MSC also coordinates intercell and intersystem call hand-offs and records all system traffic for analysis and billing.
 - 1.6.4. "Remote Switches" are switches in landline networks that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.
- 1.7. "Collocation" is as defined by the FCC or the Commission.
- 1.8. "Commercial Mobile Radio Services" ("CMRS") means a radio communication service as set forth in 47 C.F.R. Section 20.3.
- 1.9. "Commission" refers to the state regulatory commission for the state in which this Agreement is filed.
- 1.10. "Common Transport" means a local interoffice transmission path between two Tandem Switches, between a Tandem Switch and an LTD End Office Switch, between two End Office Switches, between an LTD End Office Switch and a Remote Switch, or between a LTD Tandem Switch and third-party Central Office Switch. Common transport is shared between multiple customers.
- 1.11. "Competitive Local Exchange Carrier" ("CLEC") or "Alternative Local Exchange Carrier" ("ALEC") means any entity or person authorized to provide local exchange services in competition with an ILEC.
- 1.12. "Dedicated Transport" provides a local interoffice transmission path between LTD's Central Office Switch and the PCS's Central Office Switch. Dedicated transport is limited to the use of a single customer.

- 1.13. "Effective Date" is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.
- 1.14. "End Date" is the date this Agreement terminates as referenced in the opening paragraph.
- 1.15. "Electronic Interfaces" means access to operations support systems consisting of pre-ordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.16. "FCC" means the Federal Communications Commission.
- 1.17. "Incumbent Local Exchange Carrier" ("ILEC") is any local exchange carrier that was, as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. Section 69.601(b) of the FCC's regulations.
- 1.18. "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third party provides the intermediary transiting service. Indirect traffic does not require a physical direct trunk group between the Parties.
- 1.19. "Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc. within, between or among networks for the transmission and routing of exchange service and exchange access. The architecture of interconnection may include collocation and/or mid-span meet arrangements.
- 1.20. "Interexchange Carrier" ("IXC") means a provider of interexchange telecommunications services.
- 1.21. "InterMTA Traffic." For purposes of reciprocal compensation, InterMTA Traffic means telecommunications traffic between LTD and PCS that, at the beginning of the call, originates in one MTA but terminates in a different MTA.
- 1.22. "InterMTA Traffic Factor" means the estimate of traffic that either originates outside and terminates inside the MTA or originates inside and terminates outside the MTA.
- 1.22. "Local Traffic" means, for purposes of reciprocal compensation under this Agreement, telecommunications traffic between LTD and PCS that, at the beginning of the call, originates and terminates within the same MTA. This shall not affect LTD's landline calling scope or other interexchange arrangements, which shall be determined in accordance with Commission-approved local calling areas. For this purpose, Local Traffic does not include any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties. Neither Party waives its rights to participate and fully present its respective positions in any proceeding dealing with the compensation for Internet traffic.
- 1.23. "Major Trading Area" ("MTA") refers to the largest FCC-authorized wireless license territory which serves as the definition for local service area for CMRS traffic for purposes of reciprocal compensation under Section 251(b)(5) as defined in 47 C.F.R. 24.202(a).
- 1.24. "Multiple Exchange Carrier Access Billing" ("MECAB") refers to the document prepared by the Billing Committee of the Alliance for Telecommunications Industry

Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECAB document contains the recommended guidelines for the billing of access services provided to a customer by two or more telecommunications carriers, or by one telecommunications carrier in two or more states within a single LATA.

- 1.25. "Multiple Exchange Carrier Ordering And Design ("MECOD") Guidelines for Access Services – Industry Support Interface" refers to the document developed by the Ordering/Provisioning Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECOD document contains the recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.
- 1.26 Non-local traffic – For purposes of reciprocal compensation under this agreement, telecommunications traffic between LTD and PCS that is InterMTA or Ancillary Traffic.
- 1.27. "NANP" means the North American Numbering Plan.
- 1.28. "NPA" means Numbering Plan Area, which is sometimes referred to as an area code.
- 1.29. "NXX," "NXX Code," or "Central Office Code," or "CO Code" is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a ten-digit telephone number within the NANP.
- 1.30. "OBF" means the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).
- 1.31. "Parity" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by LTD of services, Network Elements, functionality or telephone numbering resources under this Agreement to PCS, including provisioning and repair, at least equal in quality to those offered to LTD, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, LTD shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to PCS as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.
- 1.32. "Percent Local Usage" or "PLU" means the percentage of traffic between the Parties that, at the beginning of the call, originates and terminates within the same MTA.
- 1.33. "Point Of Interconnection" ("POI") is a technically feasible point of demarcation where the networks of LTD and PCS interconnect for the exchange of traffic that is designated by a CLLI (Common Language Location Identifier) code.

- 1.34. "Tandem Switching" means the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the tandem switch) including but not limited to, the switching centers of CLECs, LTD, independent telephone companies, and wireless carriers.
- 1.35. "Tariff" means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
- 1.36. "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.
- 1.37. "Telecommunications Carrier" means any provider of Telecommunications Services as defined in 47 U.S.C. 153, Section 3.
- 1.38. "Telecommunication Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.39. "Transit Service" means the delivery of Transit Traffic.
- 1.40. "Transit Traffic" means traffic that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.
- 1.41. "Trunk-Side" refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity or another central office switch. Trunk-side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.
- 1.42. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more Central Offices, used for the provision of basic exchange services and access services, are located.

PART B – GENERAL TERMS AND CONDITIONS

1. SCOPE OF THIS AGREEMENT

- 1.1. This Agreement specifies the rights and obligations of each Party with respect to the establishment of rates, terms and conditions for interconnection with the other Party's network under Sections 251 and 252 of the Act ("Interconnection Services"). The Interconnection Services set forth herein address the exchange of traffic between PCS and LTD. If such traffic is Local Traffic, the provisions of this Agreement shall

apply. The Interconnection services covered by this Agreement are for Wireless Interconnection for CMRS carriers only in association with CMRS services. Wireless Interconnection hereunder is intended for Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. Such Wireless Interconnection will not be used to terminate other types of traffic exchanged on the network under the terms and conditions of this Agreement.

- 1.2. Other interconnections are covered by separate contract, tariff or price lists. PCS may also take such other services not covered by this agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-interconnection Services"). The rates, terms and conditions for such Non-interconnection Services shall be as designated in the applicable tariff or separate agreement. Any Ancillary services (e.g., directory assistance, operator services, etc.) will be billed at the standard rates for those services.
- 1.3. LTD shall not discontinue any interconnection arrangement or Telecommunications Service provided or required hereunder without providing PCS reasonable notice, but in no case less than sixty (60) days' prior written notice or as otherwise required by law, of such discontinuation of such service or arrangement. LTD agrees to cooperate with PCS in any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.
- 1.4. LTD will comply with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations as may be amended from time to time, regarding notification for network changes and upgrades.
- 1.5. The services and facilities to be provided to PCS by LTD in satisfaction of this Agreement may be provided pursuant to LTD Tariffs and then current practices on file with the appropriate Commission or FCC.

2. REGULATORY APPROVALS

- 2.1. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. LTD and PCS shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications. PCS shall not order services under this Agreement before the Effective Date except as may otherwise be agreed in writing between the Parties. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.
- 2.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission ("Applicable Rules") as of the Effective Date. In the event of any amendment to the Act, any

effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award or other legal action purporting to apply the provisions of the Act which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

- 2.3. Article 2.2 shall control notwithstanding any other provision of this Agreement to the contrary. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, the Parties shall present any such issues to the Commission or the FCC to establish appropriate interconnection arrangements under the Act in light of the Amended Rules, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules.
- 2.4. Additional services, beyond those specified herein, requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by written amendment hereto.

3. TERM AND TERMINATION

- 3.1. This Agreement shall be deemed effective upon the Effective Date, provided however that if PCS has any outstanding past due obligations to LTD related to interconnection, this Agreement will not be effective until such time as the undisputed past due obligations with LTD are paid in full. No order or request for services under this Agreement shall be processed before the Effective Date unless agreed to by both parties.
- 3.2. For any Interconnection arrangements covered by this Agreement that may already be in place, the Parties agree that, once this Agreement is deemed effective, the rates contained in Attachment I shall be applied to those arrangements. To the extent that LTD is not able to bill the new rates for the pre-existing Interconnection arrangements on the Effective date, the Parties agree that, once billing is possible, the rate will be applied to the pre-existing Interconnection arrangements retroactively to the Effective date of this Agreement. The Parties agree that interim billing processes, as defined in subsequent sections of this Agreement, will be implemented as needed.
- 3.3. Except as provided herein, LTD and PCS agree to provide service to each other under the terms of this Agreement for a period ending on the End Date.

- 3.4. Reserved.
- 3.5. In the event of default, the non-defaulting Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within thirty (30) days after written notice thereof. Default is defined to include:
- 3.5.1. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or
- 3.5.2. Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.
- 3.6. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.
- 3.7. Notwithstanding the above, should LTD sell or trade substantially all the assets in an exchange or group of exchanges that LTD uses to provide Telecommunications Services, then LTD may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon 60 days prior written notice.

4. POST TERMINATION INTERIM SERVICE ARRANGEMENTS

- 4.1. Because the original term of this Agreement is two years or less, the Parties agree that, unless either Party gives notice to the other Party 60 days prior to the End Date that such Party declines to provide or receive uninterrupted service under this Agreement following the End Date, notice of intent to negotiate under Sections 251 and 252 of the Act shall be deemed to have been given by PCS to LTD as of the End Date. In such event, the End Date will be extended for 160 days. If the Parties are actually in arbitration before the appropriate Commission or FCC prior to the End Date, this Agreement will continue in effect only until the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC resolving the issues set forth in such arbitration.
- 4.2. In the event that this Agreement expires under §3.3, and at the time of expiration, the Parties are negotiating under §252(a) of the Act, then at the request of either Party, the Parties shall provide each other interconnection services after the End Date under the same terms as the expired Agreement. Service under these terms will continue in effect only until the earlier to occur of (i) one year from the End Date, or (ii) the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC, approving an agreement resulting from the resolution of the issues set forth in such arbitration request.

5. AUDITS AND EXAMINATIONS

- 5.1. As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement. Either Party (the "Requesting Party") may perform one Audit per 12-month period commencing with the Effective Date. Any Audit will cover the most recent 12-month period prior to the request for the audit.
- 5.2. Upon sixty (60) days written notice by the Requesting Party to the other "Audited Party," Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described sixty (60) day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the beginning date, time, place and manner in which the Audit shall be performed. Audited Party agrees to provide Audit support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines). The parties agree that the final audit report will be completed and submitted to the Audited party within sixty (60) days of the beginning date of the Audit.
- 5.3. Each Party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this §5.3, a "special data extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent Audit.
- 5.4. Adjustments, credits or payments shall be made and any corrective action shall commence within 30 days from Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. Adjustments or credits are limited to the twelve-month period that coincides with the Audit period. One and one-half percent (1.5%) or the highest interest rate allowable by law for commercial transactions, whichever is

lower, shall be assessed and shall be computed by compounding monthly from the time of the error or omission to the day of payment or credit.

- 5.5. Neither the right to audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless a statement expressly waiving such right appears in writing, is signed by an authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.
- 5.6. This Article 5 shall survive expiration or termination of this Agreement for a period of two years after expiration or termination of this Agreement.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of LTD to ensure, at no separate or additional cost to PCS, that it has obtained any necessary licenses in relation to intellectual property of third parties used in LTD's network to the extent of LTD's own use of facilities or equipment (including software) in the provision of service to its end-user customers, but not that may be required to enable PCS to use any facilities or equipment (including software), to receive any service, to perform its respective obligations under this Agreement, or to provide service by PCS to its end-user customers.
- 6.2. Following notice of an infringement claim against LTD based on the use by PCS of a service or facility, PCS shall at PCS's expense, procure from the appropriate third parties the right to continue to use the alleged infringing intellectual property or if PCS fails to do so, LTD may charge PCS for such costs as permitted under a Commission order.

7. LIMITATION OF LIABILITY

- 7.1. Neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Article 8 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall either Party's liability to the other for a service outage exceed an amount equal to the proportionate charge for the service(s) provided for the period during which the service was affected.

8. INDEMNIFICATION

- 8.1. Each Party agrees to defend indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent caused by the negligence or willful misconduct or omission of the indemnifying Party.
- 8.2. PCS shall defend, indemnify and hold harmless LTD from all claims by PCS's subscribers.
- 8.3. LTD shall defend, indemnify and hold harmless PCS from all claims by LTD's subscribers.
- 8.4. The indemnifying Party under this Article agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand.
- 8.5. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Article and to cooperate in every reasonable way to facilitate defense or settlement of claims.
- 8.6. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Article for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.
- 8.7. When the facilities or services of other companies or carriers are used in establishing connections to and/or from points not reached by a Party's facilities, neither Party shall be liable for any act or omission of the other companies or carriers.
- 8.8. In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for (i) any loss relating to a third party agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and (ii) Consequential Damages (as defined in §7.1 above).

9. CONFIDENTIALITY AND PUBLICITY

- 9.1. All information which is disclosed by one Party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").
- 9.2. For a period of three years from receipt of Confidential Information, Recipient shall (1) use it only for the purpose of performing under this Agreement, (2) hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and (3) safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 9.3. Recipient shall have no obligation to safeguard Confidential Information (1) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (2) which becomes publicly known or available through no breach of this Agreement by Recipient, (3) which is rightfully acquired by Recipient free of restrictions on its Disclosure, or (4) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.
- 9.4. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This §9.4 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.
- 9.5. Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each Party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

9.6. Except as otherwise expressly provided in this Article 9, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Article 222 of the Act.

10. WARRANTIES

10.1. Except as specifically provided elsewhere in this agreement to the contrary, neither Party makes any representations or warranties, express or implied, with respect to quality, functionality or characteristics of the services provided pursuant to this Agreement, including, but not limited to, implied warranties of merchantability and/or fitness for a particular purpose. No representation or statement made by either Party or any of its agents or employees, oral or written, including, but not limited to, any specifications, descriptions or statements provided or made shall be binding upon either Party as a warranty.

11. ASSIGNMENT AND SUBCONTRACT

11.1. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement upon written notice to the other Party. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed PCS or LTD and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

11.2. Except as herein before provided, and except for an assignment confined solely to moneys due or to become due, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void. It is expressly agreed that any assignment of moneys shall be void to the extent that it attempts to impose additional obligations other than the payment of such moneys on the other Party or the assignee additional to the payment of such moneys.

12. GOVERNING LAW

12.1. This Agreement shall be governed by and construed in accordance with the Act and the FCC's Rules and Regulations, and other authoritative statements, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state where this Agreement is filed, without regard to its conflicts of laws principles, shall govern.

13. RELATIONSHIP OF PARTIES

13.1. It is the intention of the Parties that each shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

14. NO THIRD PARTY BENEFICIARIES

14.1. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent PCS from providing its Telecommunications Services to other carriers.

15. NOTICES

15.1. Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person, or sent by certified mail, postage prepaid, return receipt requested, on the date the mail is delivered or its delivery attempted.

If to LTD:	Director Sprint Local Carrier Markets Mailstop KSOPHM0310-3A453 6480 Sprint Parkway Overland Park, KS 66251	If to PCS:	Legal / Regulatory Dept. Sprint PCS KSOPHN0212 6450 Sprint Parkway Overland Park, KS 66251
With a Copy to:	General Attorney – Law & External Affairs – Sprint LTD MS: KSOPHN0202-2A521 6450 Sprint Parkway Overland Park, KS 66251	with a copy to:	Mgr.-Interconnection Mgmt Sprint PCS KSOPAM0101 11880 College Blvd. Overland Park, KS 66210

15.2. If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Article 15.

16. WAIVERS

16.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

16.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

16.3. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

17. SURVIVAL

17.1. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to Articles 5, 6, 7, 8, 9, 10, 11, 21, and 23.

18. FORCE MAJEURE

18.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Article 18 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Subject to Article 3 hereof, in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by LTD, LTD agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of PCS.

19. DISPUTE RESOLUTION PROCEDURES

19.1. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. Upon such a submission, the Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than 60 days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement, provided, however, that neither Party shall be required to act in any unlawful fashion.

- 19.2. If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within 30 days of its receipt of the invoice containing such disputed amount give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.
- 19.3. If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within 30 days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.
- 19.4. If the Parties are unable to resolve issues related to the Disputed Amounts within 30 days after the Parties' appointment of designated representatives pursuant to §19.3, then either Party may file a complaint with the Commission in accordance with §19.1. The Commission may direct payment of any or all funds to be paid to either Party. Such payment will be made within thirty days after final determination of such dispute.

20. COOPERATION ON FRAUD

- 20.1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud.

21. TAXES

- 21.1. Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing

records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

22. AMENDMENTS AND MODIFICATIONS

22.1. No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

23. SEVERABILITY

23.1. Subject to Article 2 – Regulatory Approvals, if any part of this Agreement becomes or is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

24. HEADINGS NOT CONTROLLING

24.1. The headings and numbering of Articles, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

25. ENTIRE AGREEMENT

25.1. This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

26. COUNTERPARTS

26.1. This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

27. SUCCESSORS AND ASSIGNS

27.1. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

28. IMPLEMENTATION

28.1. This Agreement sets forth the overall terms and conditions, and standards of performance for services, processes, and systems capabilities that the Parties will provide to each other. The Parties understand that the arrangements and provision of

services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties may agree to form a team that shall further develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement.

29 CONTRACT AFFILIATIONS

29.1 Nothing in this Agreement shall prohibit PCS from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under the PCS's brand name. Traffic originating on such extended networks shall be treated as PCS traffic under the terms and conditions of this Agreement, and such third parties shall be treated as agents of PCS under this Agreement. Before any such third party manager is permitted to order facilities, interconnection, or services under the terms of this Agreement, they will be required to provide LTD a Letter of Authorization signed by PCS identifying such third party as manager of the PCS's network. PCS or its or its third party managers shall provide all billing and contact information necessary to process such orders.

PART C – INTERCONNECTION AND RECIPROCAL COMPENSATION

1. INTERCONNECTION

- 1.1. PCS shall interconnect with LTD's facilities as follows for the purpose of routing or terminating traffic as covered under this Agreement:
- 1.2. PCS may interconnect its network facilities at any one or more technically feasible Points of Interconnection (collectively referred to as "POI") within LTD's network. The Parties agree to interconnect at one or more of LTD's Tandem Switches or to LTD's End Office Switches. For each LATA in which PCS establishes Interconnection with LTD, PCS must establish at least one physical POI.
- 1.3. Interconnection Facilities
 - 1.3.1. Interconnection mid-span meet arrangements will be made available to PCS.
 - 1.3.2. For construction of new facilities for Interconnection, LTD shall be responsible for provisioning 50% of the interconnection facilities or to LTD's wire center boundary, whichever is less. PCS shall be responsible for provisioning 50% of the interconnection facilities or to LTD's wire center boundary, whichever is greater.
 - 1.3.3. If a mid-span meet arrangement is established via construction of new facilities or re-arrangement of existing physical facilities between LTD and PCS, the relative use factor will be adjusted to reflect the proportionate

percentage of the route provided by each party. Or, should either Party prefer, new interconnection facilities may be provisioned via third party facilities or PCS can lease tariffed services from LTD. If PCS chooses to lease tariff services from LTD, special construction charges, if applicable, will be charged in accordance with LTD's access service tariff.

- 1.3.4. If third-party-leased facilities are used for Interconnection, or if leased facilities are provided under a meet-point arrangement between LTD and a third-party, the POI will be defined as the LTD office in which the leased circuit terminates.
- 1.3.5. If LTD-provided-leased facilities are used, the POI will be defined as the demarcation between LTD's facility and PCS's equipment as long as the end point is within a LATA containing an LTD wire center.
- 1.4. Interconnection to LTD is possible with the following types of interconnection:
 - 1.4.1. Type 1 Interconnection. Type 1 Interconnection is a trunk connection with line treatment at an end-office that uses trunk-side signaling protocols in conjunction with a feature generically referred to as Trunk With Line Treatment. A Type 1 Interconnection uses multifrequency (MF) address pulsing and supervision only. Type 1 Interconnection allows PCS to establish connections to valid NXX codes within the local calling area, including mandatory EAS/ECS areas, of the End Office where the Type 1 Interconnection exists.
 - 1.4.2. Type 2A Interconnection. A Type 2A Interconnection is a trunk-side connection to an LTD Tandem Switch that uses either MF or SS7 signaling and supervision. A Type 2A Interconnection provides access to the valid NXX codes served by End Offices subtending the Tandem Switch. A Type 2A Interconnection cannot be used to reach Operator Services, E911, or to carry 800 or 900 traffic.
 - 1.4.3. Type 2B Interconnection. A Type 2B Interconnection is a trunk-side connection to an LTD End Office that uses either MF or SS7 signaling and supervision. A Type 2B Interconnection only provides access to the valid NXX codes served by that End Office and Remote Switches subtending that End Office and cannot be used to reach Operator Services, E911, or to carry 800 or 900 traffic.
 - 1.4.4. Type 2C Interconnection. A Type 2C Interconnection is a trunk-side connection to an LTD E911 tandem office that provides access to the Public Safety Answering Point (PSAP).
 - 1.4.5. Type 2D Interconnection. A Type 2D Interconnection is a trunk-side connection directly to an LTD Operator Services System switch that provides access to operator services call processing capabilities.

- 1.5. Where PCS requires 800 traffic or Ancillary Traffic, separate trunking will be provided at PCS's expense as required for interconnection and routing to such ancillary services.
- 1.6. LTD agrees to provide PCS with collocation space in its facilities through a separate agreement that is consistent with the Act, FCC or Commission rules.
- 1.7. Choosing a Rate Center
 - 1.7.1. When LTD delivers traffic to or receives traffic from PCS on a Type 2A basis, PCS may choose a rate center for each NPA/NXX that is located within the serving area of the Tandem Switch to which PCS is interconnected.
 - 1.7.2. For Type 2A and Type 2B interconnections, until such time as the assignment of less than whole NPA/NXX codes to each rate center is technically and economically feasible for a Party, and that Party implements a program for the assignment of less than whole NPA/NXX codes, such Party shall assign whole NPA/NXX codes to each rate center.
 - 1.7.3. PCS will also designate a rating point and routing point for each NPA/NXX code assigned for PCS's use. PCS shall designate one location as the routing point for each NPA/NXX assigned for PCS's use, and such routing point shall be within the same LATA as the rate center associated with the NPA-NXX, but not necessarily within the rate center area itself. Rate center areas may be different for each Party, as appropriate. The routing point associated with each NPA/NXX assigned for PCS's use need not be the same as the corresponding rate center point, nor must it be located within the corresponding rate center area, nor must there be a unique and separate routing point corresponding to each unique and separate rate center. Notwithstanding the above, the routing point may be in a different LATA than the rating point in circumstances where a routing point is located in the same Tandem Switch serving territory as the rating point.
 - 1.7.4. Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain either Party's choice regarding the size of the local calling area(s) that either Party may establish for traffic originated by its customers, which local calling areas may be larger than, smaller than, or identical to, the other Party's local calling areas.
 - 1.7.5. For all occasions where PCS uses numbers from the NPA/NXX blocks to provide fixed (non-mobile) telecommunications services, PCS will identify in writing to LTD the physical address of the customers using fixed telecommunications services, if known. In these circumstances, the proper jurisdiction of traffic exchanged between LTD and PCS will then be determined based upon the fixed location of PCS's and LTD's respective customers. Applicable access charges will apply for calls which traverse a

local toll route and terminate to PCS's or LTD's customers that utilize fixed telecommunications services.

- 1.8 The provisions of this Article 1 shall apply to LTD's interconnection to PCS's network.
- 1.9 For all E911 traffic originating from PCS, it is the responsibility of PCS to negotiate with the appropriate state or local public safety answering agency the manner in which E911 traffic from PCS will be processed.

2. EXCHANGE OF TRAFFIC

- 2.1. Where the Parties interconnect for the purpose of exchanging traffic between networks, the provisions of this Article 2 will apply.
- 2.2. Each Party agrees to establish trunk groups from each POI to their designated switching center(s) including, but not limited to, those containing End Office Switches, Tandems Switches, 911 routing switches, and directory assistance/operator service switches if available and necessary. Type 2A interconnection trunks carry only Local Traffic under the terms of this Agreement. Charges for the separate trunks will be calculated in accordance with Paragraph 4.1 herein. LTD requires separate trunks from PCS to originate and terminate interLATA traffic and to provide switched access service to IXCs.
- 2.3. Until either Party can determine actual traffic jurisdiction on each land to mobile or mobile to land call, the Parties have agreed to use an InterMTA traffic factor and a percent interstate usage factor ("PIU") to estimate the amount of InterMTA and interstate traffic respectively. Because of the unique MTA geography of the areas served by the Parties, the Parties agree that the InterMTA traffic factor shall be 5% and shall be applied only on minutes of use terminating from PCS to LTD. PCS will bill land to mobile traffic as if 100% of the traffic is local. The Parties will agree on a PIU factor, such that the agreed percentage of InterMTA traffic shall be treated as interstate. When either Party can determine actual traffic jurisdictions, a state-specific traffic study using a minimum of 60 days of sample traffic information will be used to derive the actual InterMTA traffic factor. The results of the traffic study will be used going forward upon mutual agreement of the Parties; provided, however, that the InterMTA factor and PIU shall not be revised more often than once every six (6) months. PCS agrees to work with LTD to ensure the necessary traffic data required for sampling purposes is available for such study.
- 2.4. The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.
- 2.5. Where available, LTD will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks. To

the extent LTD provides ANSI optional parameters for its own use, LTD shall provide the same to PCS.

- 2.6. In the event SS7 facilities are not available from LTD, PCS may, at its option, obtain multifrequency signaling.
- 2.7. Where available, LTD agrees to provide carrier identification parameter (CIP) within PCS's SS7 call set-up signaling protocol at no charge.
- 2.8. LTD shall support intercompany 64 KBPS clear channel where it provides such capability to its end users.
- 2.9. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of SS7-based features between their networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end users.
- 2.10. Each Party is responsible for the transport of originating calls from its network to the technically feasible point of interconnection, and each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.
- 2.11. Use of a third party provider of SS7 trunks, for connection PCS to the Sprint SS7 systems is permitted.

3. TYPES OF TRAFFIC AND SERVICES

- 3.1. This Agreement applies only to the exchange of Local Traffic, which also includes Transit Traffic, Indirect Traffic and Ancillary Traffic, but only to the extent this traffic is also IntraMTA traffic. Although Non-Local Traffic may be transmitted over the same facilities used for Local Traffic, the rates and terms for the exchange of Non-Local Traffic are handled elsewhere, as referenced in paragraphs 1.1 and 1.2 of Part B and 4.1 of Part C.
- 3.2. To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, and where the Parties have a Type 2A Interconnection, LTD will provide Transit Services for PCS's connection of its end user to a local end user of: (1) CLECs, (2) an ILEC other than LTD, and (3) other CMRS carriers.

4. COMPENSATION

- 4.1. Non-Local Traffic
 - 4.1.1. Compensation for Non-Local Traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.

4.1.2. Toll or Special Access code (e.g., 950, 900) traffic originating from line-side connections (see Type 1 interconnections in Part C, paragraph 1.4.1) between LTD and PCS will be routed to the assigned PIC for the line connection, or to the appropriate interexchange carrier when 1010XXX dialing is used. PCS is liable to the assigned interexchange provider for any charges occurring from such traffic. In areas where LTD is the designated toll carrier, for lines that are IntraLATA PIC assigned to LTD or in areas that do not support IntraLATA presubscription, IntraLATA toll will be charged at the appropriate rate out of LTD's tariff. IntraLATA toll resulting from 0- or 0+ operator calls will also be charged at LTD's tariffed rate.

4.2. Local Traffic. Under this Agreement, each Party is only required to compensate the other Party for terminating Local Traffic. The rates set forth on Attachment I shall apply. In the event the FCC or the Commission establishes rates, terms and conditions for transport and termination of local telecommunications traffic, or for specific components included therein, that differ from the rates, terms and conditions established pursuant to this Agreement, the rates, terms and conditions established by the FCC or the Commission shall be implemented in this Agreement as of the date the rates, terms and conditions are made effective by the FCC or the Commission.

4.2.1. Reciprocal compensation for Local Traffic

4.2.1.1. Usage Charges. Each rate element utilized in completing a call shall be charged for completion of that call. For example, a call terminating from PCS over LTD facilities to an LTD End Office through an LTD Tandem Switch would include usage based charges from LTD to PCS for Tandem Switching, Common Transport to the End Office, and End Office switching.

4.2.1.2. Usage Rate Elements.

4.2.1.2.1. End Office Switching (Termination). The End Office Switching rate will be applied to all minutes of use terminating to an LTD End Office.

4.2.1.2.2. Common Transport. Common Transport rates apply to traffic transported between LTD's End Offices and LTD's Tandem Switches, between LTD's End Offices and Remotes subtending those End Offices, and between LTD End Offices where Type 1 Interconnections exist.

4.2.1.2.4. Tandem Switching. The Tandem Switching rate element is charged on every minute of use that is switched by LTD's Tandem Switch.

4.2.2 Traffic Termination Rate Elements

- 4.2.2.1 The terminating Party will bill the originating Party for traffic originated by the originating Party. The Party terminating traffic originated by the other party will bill the other party for each terminating minute.
 - 4.2.2.2 Type 2A Interconnection Charge. The terminating Party will bill Tandem Switching, Common Transport and End Office Switching rate elements as reflected in Attachment I for all direct Local Traffic terminating via a Type 2A Interconnection.
 - 4.2.2.3 Type 2B Interconnection Charge. The terminating Party will bill the End Office Switching rate element, and will bill Common Transport when traffic terminates to a Remote Switch. These rate elements are reflected in Attachment I for all direct Local Traffic terminating via a Type 2B Interconnection.
 - 4.2.2.4 Type 1 Interconnection Charge. The terminating Party will bill two End Office Switching rate elements and a Common Transport rate element as reflected in Attachment I for all direct Local Traffic terminating via a Type 1 Interconnection.
- 4.3. Indirect Traffic Terminating to LTD. Each rate element utilized in completing a call shall be charged for completion of that call. The rate elements for terminating Indirect Traffic include (1) Tandem Switching where applicable, (2) End Office Switching, and (3) Common Transport, which are chargeable at the rates set forth in Attachment I.
- 4.5. Transit Traffic. PCS shall pay a transit rate, comprised of the Common Transport and Tandem Switching rate elements, as set forth in Attachment I when PCS uses an LTD tandem to terminate Transit Traffic to a third-party LEC or another carrier. LTD shall pay PCS a transit rate equal to the LTD rate referenced above when LTD uses a PCS switch to terminate Transit Traffic to a third-party LEC or another carrier. Common Transport charges do not apply to transited traffic if the transiting Party is collocated with the third-party LEC or another carrier to which the traffic is transited.
- 4.6. Paging Traffic. LTD will not engage in reciprocal compensation arrangements with carriers providing paging services until such time as such carriers have filed with and received approval of relevant cost studies from the Commission.
- 4.7. PCS shall bill based on actual minutes of use. To the extent that PCS does not have the necessary information or capability to bill LTD based upon actual direct Local Traffic, PCS will bill LTD based upon 25% (20% - 80%) of the amount billed by LTD to PCS. This billing arrangement assumes that approximately 80% of the total traffic between the Parties is traffic terminating to LTD.

- 4.8 Unless otherwise stated in this Agreement, Ancillary Traffic will be exchanged and billed in accordance with applicable tariffs or price lists, whether the traffic is Local/EAS or non-local.
- 4.9 Reciprocal compensation where an MTA includes multiple states shall be based on the rates in the state where the terminated NPA-NXX rate center is located.
- 4.10. Interconnection Facilities
- 4.10.1 The Dedicated Transport rates in the rate attachments herein apply to dedicated transport facilities that PCS leases from LTD that are wholly within LTD's serving territory.
- 4.10.2 Nonrecurring Charges. All new interconnections or additions to existing interconnections between PCS's connecting facilities or MSCs and LTD's Central Offices are subject to nonrecurring charges, as listed in the Attachments to this Agreement.
- 4.10.3 Special access rates apply to network interconnection facilities that PCS leases from LTD in a meet point arrangement. The charges shall be determined by LTD's applicable access service tariff for such facilities.
- 4.10.4 Where interconnection facilities are used for two-way traffic, the applicable non-recurring and recurring charges, if any, will be reduced by the agreed upon percentage representing the estimated or actual percentage of traffic terminated on PCS's network that was originated by LTD.
- 4.10.5 To the extent that PCS uses actual minutes of use to calculate facilities chargeback, the chargeback percentage should not change more than semiannually. The chargeback percentage for the initial six (6) months will be agreed upon by the parties. No chargeback percentage change shall be applied retroactively.
- 4.10.6. If PCS provides 100% of the interconnection facility within LTD service area, PCS may charge LTD for a proportionate amount based on relative usage using the lesser of (1) LTD's monthly dedicated interconnection rate; (2) its own monthly costs if filed and approved by a commission of appropriate jurisdiction; or (3) the actual monthly lease cost of the interconnecting facility.
- 4.10.7 Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. However, neither Party can dictate what the other Party will order to serve the ordering Party's customers. The Party serving the Internet service provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such facility. The Parties agree to follow the rules/orders of the FCC regarding compensation for the delivery of Internet traffic.

5. CHARGES AND PAYMENT

- 5.1. In consideration of the services provided under this Agreement, the Parties shall pay the charges set forth in Attachment I subject to the provisions of Part B, paragraphs 2.2 and 2.3 hereof.
- 5.2. Subject to the terms of this Agreement, the Parties shall pay undisputed invoices within 30 days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next Business Day.
- 5.3. Billed amounts which are being investigated, queried, or for which claims have been or may be filed, are not due for payment until such investigations, claims, or queries have been resolved in accordance with the provisions governing dispute resolution of this Agreement.
- 5.4. The Parties will assess late payment charges to each other in accordance with the applicable tariff or, if there is no tariff, the Billing Party will assess a late payment charge equal to the lesser of 1.5% or the maximum rate allowed by law per month of the balance due, until the amount due, including late payment charges, is paid in full.
- 5.5. LTD will not accept any new or amended order for Telecommunications Services Interconnection or other related services under the terms of this Agreement from PCS while any past due, undisputed charges remain unpaid for any service, and reserves the right to terminate existing services for which payment has not yet been received.

6. BILLING

- 6.1. Each Party acknowledges that the transiting provider does not have any responsibility to pay any Telecommunications Carrier charges for termination of any identifiable Transit Traffic from the originating Party. Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third party LEC, CLEC, or CMRS provider for the exchange of transit traffic to that third party, unless the Parties agree otherwise in writing.
- 6.2. Each terminating Party is responsible for billing the originating company for traffic terminated on its respective networks. For Indirect Traffic, the originating Party will provide the originating billing information to the terminating Party if technically feasible. If the originating Party cannot provide the originating billing information to the terminating Party, then the terminating Party must obtain the originating billing information from the third-party transit provider. . Each Party will bill the other based on actual records, and the reciprocal compensation percentages noted in 4.9 will not apply to Indirect Traffic. It is each Party's responsibility to enter into appropriate contractual arrangements with the third-party transit provider in order to obtain the originating billing information from the transit provider.

- 6.3. When a third-party's tandem and/or Transit Service is used to interconnect the Parties, measurements provided by the transit provider may be used to determine the terminating traffic volumes.
- 6.4. Meetpoint.
- 6.4.1 When the Parties jointly provide switched access services to an interexchange carrier ("IXC") the Parties will establish industry standard Meet Point access arrangements to support the exchange of traffic with the IXC. Pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("MECAB") document, MECAB-006, issue 6, February 1998, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service, such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge. Such exchange of data shall commence on the effective date of this Agreement.
- 6.4.2 If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time. Each party shall provide the other Party the billing name, billing address, and carrier identification ("CIC") of the IXCs that may utilize any portion of either Party's network in a MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Each Party shall implement "Multiple Bill Alternative Implementation Option One" wherein each Party bills the IXC for its portion of the jointly provided switched access services.
- 6.5. LTD and PCS agree to conform to MECAB and MECOD guidelines for meet-point billing arrangements.
- 6.6. No discrete development charges shall be imposed on PCS or LTD for the establishment of standard meet-point billing arrangements.
- 6.7. Exchange of Records
- 6.7.1. PCS and LTD agree to exchange records, as necessary, based upon standards mutually agreed to by the Parties. PCS and LTD further agree they will work toward implementing a record exchange process in accordance with industry standards.
- 6.7.2. PCS and LTD agree that, until industry standards are developed, they will communicate all billing and record format information through non-industry standard processes. PCS and LTD further agree to pursue the development of systems to manage these processes in the future. Upon development of industry standards, both PCS and LTD agree to work towards implementation of these standards.

- 6.8. LTD and PCS agree to exchange test files to support implementation of billing prior to live bill production. Upon request, PCS and LTD agree to provide a call detail report.

PART D – NETWORK MAINTENANCE AND MANAGEMENT

1. GENERAL REQUIREMENTS

1.1. The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability.

1.2. Each Party shall provide a 24-hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.

1.3. LTD will process PCS maintenance requests at Parity.

1.4. Notice of Network Change. In accordance with Part B, paragraph 1.4 of this Agreement, the Parties agree to provide each other reasonable notice of network changes. This includes the information necessary for the transmission and routing of services using each other's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks. At a minimum, LTD shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is considered part of this requirement.

1.5. LTD will ensure that all applicable alarm systems that support PCS customers are operational and the support databases are accurate. LTD will respond to PCS customer alarms at Parity with response to alarms for its own carrier customers.

1.6. Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.

2. RESTORATION OF SERVICE IN THE EVENT OF OUTAGES

2.1 LTD shall perform restoration of network elements and services in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences at Parity, in accordance with the following priorities. First, restoration priority shall be afforded to those network elements and services affecting its own end users or identified PCS end users relative to national security or emergency preparedness capabilities and those affecting public safety, health, and welfare, as those elements and services are identified by the appropriate government agencies. Second, restoration priority shall be afforded between LTD and PCS. All service shall be restored as expeditiously as practicable and in a non-discriminatory manner.

3. SERVICE PROJECTIONS

- 3.1. LTD and PCS will provide a non-binding two-year intercompany forecast for traffic utilization over trunk groups. These forecasts shall be updated semi-annually or at other standard intervals as mutually agreed to by both Parties. The forecast shall include the following information for each trunk group:
 - 3.1.1. Common Language Location Identifier (CLLI-MSG) codes for tandem and end office locations;
 - 3.1.2. Two-Six Codes for each trunk group;
 - 3.1.3. Quantity of trunks in service;
 - 3.1.4. Share usage and share overflow information. This information will be derived by taking the highest usage of a 20-day period (generally a four-week period, not to include weekends or holidays) from the previous 12 months, or other interval as local conditions warrant and are mutually agreed to by both Parties;
 - 3.1.5. Major network projects that affect the other Party. Major network projects include, but are not limited to, trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the two-year forecast window.

4. QUALITY OF SERVICE

- 4.1. Interconnection quality of service shall be at Parity with that provided by LTD for its own services.
- 4.2. A blocking standard of 1% during the average busy hour shall be maintained for all local interconnection facilities.
- 4.3. PCS and LTD shall negotiate a process to expedite network augmentations and other orders when initiated by the other Party.
- 4.4. PCS and Sprint may mutually develop operating statistical process measurements to ensure that a negotiated service quality level is maintained. Such statistics will be exchanged under an agreed upon schedule.
- 4.5. The Parties must provide order confirmation within 24 hours of completion to ensure that all necessary translation work is completed on newly installed facilities or augments.

PART E – ACCESS TO TELEPHONE NUMBERS


1. GENERAL REQUIREMENTS

1.1. It is the responsibility of each Party to program and update its own switches to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose fees or charges on the other Party for required programming and switch updating activities.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

PCS

LTD

By: 

By: 

Name: Anthony G. Krueck

Name: William E. Cheek

Title: VP – Engineering & Network Design

Title: President – Wholesale Markets

Date: 10-29-02

Date: 11/19/02

ATTACHMENT I – PRICE LIST

Description	State - WA
SERVICE ORDER	
Manual Service Order	\$31.29
Electronic Service Order	\$4.25
TERMINATING COMPENSATION	
End Office Switching Per Minute of Use	\$0.004663
Tandem Switching Per Minute of Use	\$0.001995
Common Transport per Minute of Use	\$0.004090
TRANSPORT	
Inter-exchange DS1 Dedicated Transport	See rate schedule
Inter-exchange DS3 Dedicated Transport	See rate schedule
NRC DS1	\$194.60
NRC DS3	\$206.85
INTERCONNECTION	
Intra-exchange Interconnection DS1	See rate schedule
Intra-exchange Interconnection DS3	ICB
NRC DS1	\$194.60
NRC DS3	\$206.85
Disconnect Intra-exchange Interconnection DS1	\$36.98
DS1 Electrical X-Connect	\$2.36
DS3 Electrical X-Connect	\$21.20
DS1 Facility Cross Connect	\$1.18
FEATURES	
STP Port	\$452.64
NRC STP Port	\$305.96
STP Switching	\$2.08
911 Tandem Port & NRC 911 Tandem Port	N/A

*The prices in this table are for Interconnection Services as described in this Agreement. Carrier may also take such other services not covered by this Agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement (“Non-Interconnection Services”). The rates, terms and conditions for such Non-Interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g. Directory assistance, operator services, etc.) will be billed at the standard rates for those services.

ATTACHMENT II – INTRAEXCHANGE INTERCONNECTION RATES

Wireless Intraexchange Interconnection Rates

Exchange	CLLI	Band	DS1 Intraexchange Interconnection
Toppenish	TPNSWAXXR	1	\$ 91.63
Grandview	GDVWAXAR	2	\$ 99.96
Poulsbo	PLSBWAXXH	2	\$ 99.96
Prosser	PRSRWAXAR	2	\$ 99.96
Sunnyside	SNSDWAXXH	2	\$ 99.96
Granger	GRNGWAXAR	3	\$ 125.32
Mabton	MBTNWAXXR	3	\$ 125.32
Wapato	WPATWAXXR	3	\$ 125.32
White Salmon	WHSWAXXR	3	\$ 125.32
Zillah	ZLLHWAXAR	3	\$ 125.32
Bickelton	BCTNWAXXR	4	\$ 193.51
Brinnon	BRNNWAXXR	4	\$ 193.51
Center	CNTRWAXXR	4	\$ 193.51
Columbia	CLMAWAXAR	4	\$ 193.51
Dallesport	DLPTWAXAR	4	\$ 193.51
Gardiner	GRNRWAXXR	4	\$ 193.51
Glenwood	GLWDWAXAR	4	\$ 193.51
Goldendale	GLDLWAXAR	4	\$ 193.51
Harrah	HRRHWAXAR	4	\$ 193.51
Klickitat	KLCTWAXXR	4	\$ 193.51
Lyle	LYLEWAXAR	4	\$ 193.51
Mattawa	MTWAWAXAR	4	\$ 193.51
Paterson	PASNWAXAR	4	\$ 193.51
Quilcene	QLCNWAXAR	4	\$ 193.51
Roosevelt	RSVTWAXAR	4	\$ 193.51
Stevenson	STSNWAXAS	4	\$ 193.51
Trout Lake	TRLKWAXXR	4	\$ 193.51
White Swan	WHSWAXXR	4	\$ 193.51
Whitstran	WHTSWAXAR	4	\$ 193.51
Willard	WLRDWAXXR	4	\$ 193.51
Wishram	WSHRWAXAR	4	\$ 193.51

ATTACHMENT III – INTEREXCHANGE INTERCONNECTION RATES

Interexchange Interconnection Transport Rates

Originating	Terminating	Originating	Terminating	Dedicated DS0	Dedicated DS1	Dedicated DS3
CNTRWAXX	BRNNWAXX	Center	Brinnon		\$ 284.67	\$ 8,530.71
CNTRWAXX	PTTWWA01	Center	Port Townsend		\$ 284.67	\$ 8,530.71
CLMAWAXA	BNCYWAXX	Columbia	Benton City		\$ 569.34	\$ 15,663.59
CLMAWAXA	KNWCWAXA	Columbia	Kennewick		\$ 569.34	\$ 15,663.59
CLMAWAXA	RCLDWAXB	Columbia	Richland		\$ 569.34	\$ 15,663.59
DLPTWAXA	THDLORXA	Dallesport	The Dalles		\$ 1,129.21	\$ 11,813.54
GRNRWAXX	SEQMWA01	Gardiner	Sequim		\$ 746.87	\$ 18,946.42
GRNRWAXX	PTANWA01	Gardiner	Port Angeles		\$ 746.87	\$ 18,946.42
HRRHWAXA	YAKAW02	Harrah	Yakima		\$ 569.34	\$ 15,663.59
KLCTWAXX	GLDLWAXA	Klickitat	Goldendale		\$ 588.98	\$ 7,132.88
PLSBWAXX	BMTNWA01	Poulsbo	Bremerton usw		\$ 52.00	ICB
PLSBWAXX	SLDLWASI	Poulsbo	Silverdale		\$ 284.67	\$ 7,132.88
PLSBWAXX	KGTNWAXA	Poulsbo	Kingston *		\$ 284.67	\$ 8,530.71
PRSRWAXA	GDVWWAXA	Prosser	Grandview		\$ 462.20	\$ 8,530.71
PRSRWAXA	PASNWAXA	Prosser	Paterson		\$ 462.20	\$ 8,530.71
QLCNWAXA	BRNNWAXX	Quilcene	Brinnon		\$ 284.67	\$ 8,530.71
QLCNWAXA	CNTRWAXX	Quilcene	Center		\$ 284.67	\$ 8,530.71
QLCNWAXA	PTTWWA01	Quilcene	Port Townsend		\$ 569.34	\$ 15,663.59
SNSDWAXX	GDVWWAXA	Sunnyside	Grandview		\$ 462.20	\$ 8,530.71
SNSDWAXX	GRNGWAXA	Sunnyside	Granger		\$ 284.67	\$ 7,132.88
SNSDWAXX	YAKAW02	Sunnyside	Yakima		\$ 91.00	ICB
TPNSWAXX	GRNGWAXA	Toppenish	Granger		\$ 284.67	\$ 7,132.88
TPNSWAXX	YAKAW02	Toppenish	Yakima		\$ 284.67	\$ 7,132.88
WPATWAXX	HRRHWAXA	Wapato	Harrah		\$ 569.34	\$ 15,663.59
WPATWAXX	YAKAW02	Wapato	Yakima		\$ 569.34	\$ 15,663.59
WHSLWAXX	LYLEWAXA	White Salmon	Lyle		\$ 588.98	\$ 7,132.88
WHSLWAXX	TRLKWAXX	White Salmon	Trout Lake		\$ 2,580.12	ICB
WHSWWAXX	HRRHWAXA	White Swan	Harrah		\$ 569.34	\$ 15,663.59
WHTSWAXA	PRSRWAXA	Whitstran	Prosser		\$ 462.20	\$ 8,530.71
WHTSWAXA	GDVWWAXA	Whitstran	Grandview		\$ 462.20	\$ 8,530.71
WLRDWAXX	WHSLWAXX	Willard	White Salmon		\$ 2,580.12	ICB
WSHRWAXA	DLPTWAXA	Wishram	Dallesport		\$ 1,129.21	\$ 11,813.54
WSHRWAXA	THDLORXA	Wishram	The Dalles		\$ 1,129.21	\$ 11,813.54
ZLLHWAXA	GRNGWAXA	Zillah	Granger		\$ 284.67	\$ 7,132.88
ZLLHWAXA	TPNSWAXX	Zillah	Toppenish		\$ 284.67	\$ 7,132.88
ZLLHWAXA	YAKAW02	Zillah	Yakima		\$ 284.67	\$ 7,132.88