

U S WEST, Inc.  
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 & Services

Law Department

May 15, 2000

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: Second Amendment to the Interconnection Agreement between  
NEXTLINK Washington, LLC and U S WEST Communications, Inc.

Dear Ms. Washburn:

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

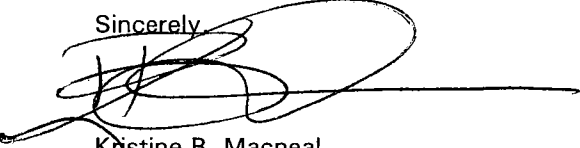
This amendment supplements the original interconnection agreement between NEXTLINK and U S WEST which was approved by the Commission on April 30, 1997 in Docket No. UT-960356. This amendment deletes in its entirety and replaces Subsection A of the Section VIII; Reciprocal Compensation Arrangements.

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 letter 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,

  
Kristine B. Macneal



cc: Rex Knowles (w/enc.)  
Proud Sponsor Elizabeth Weber (w/enc.)  
36 USC 380

**USWEST**  
life's better here®

RECEIVED  
MAY 16 AM 10:00  
STATE OF WASH.  
UTIL. AND TRANSP.  
COMMISSION

RECEIVED  
00 MAY 16 11:10:00  
STATE OF WASH.  
UTIL. AND TRANSP.  
COMMISSION

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of Request for Approval of Second )  
Amendment to Interconnection Agreement ) Docket No. UT-960356  
Between NEXTLINK Washington, LLC and )  
U S WEST Communications, Inc. ) REQUEST FOR APPROVAL OF  
 ) SECOND AMENDMENT TO  
 ) INTERCONNECTION AGREEMENT  
 )

**I. INTRODUCTION**

Pursuant to Section III of the Interpretive and Policy Statement Regarding Negotiation, Mediation, Arbitration, and Approval of Agreements under the Telecommunications Act of 1996 ("Interpretive and Policy Statement") issued by this Commission in Docket No. UT-960269, U S WEST Communications, Inc. ("U S WEST ") and NEXTLINK Washington, LLC ("NEXTLINK") hereby submit for approval by the Washington Utilities and Transportation Commission ("Commission" or "WUTC") the attached Second Amendment to Interconnection Agreement dated April 27, 2000 (the "Amendment"). This amendment supplements the original interconnection agreement between NEXTLINK and U S WEST which was approved by the

1 Commission on April 30, 1997 in Docket No. UT-960356. The Amendment replaces language  
2 regarding reciprocal compensation arrangements.

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

## 14 II. REASONS FOR APPROVAL

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

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

21 U S WEST and NEXTLINK respectfully submit that the Amendment provides no basis  
22 for either of these findings and thus request that the Commission approve the Amendment  
23 expeditiously. First, the Amendment does not discriminate against any other

1 telecommunications carrier. There is no finding that the terms of this Amendment are more  
2 favorable than terms provided to other carriers.

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

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

### 10 III. UNDERSTANDING AND AGREEMENT OF PARTIES

11 With respect to the Amendment, the Parties understand and agree that this Amendment  
12 deletes in its entirety Section VIII, Subsection A and replaces it with new language regarding  
13 reciprocal compensation arrangements.

### 14 IV. CONCLUSION

15 For the foregoing reasons, U S WEST and NEXTLINK respectfully request expeditious  
16 approval of the Amendment. Both Parties request approval earlier than the 90 day time period

17 ///

18 ///

19 ///

20 ///

21 ///

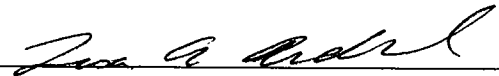
22

23

1 allowed for by the Interpretive and Policy Statement, in order to facilitate the immediate  
2 availability of additional local exchange competition between U S WEST and NEXTLINK.

3 Respectfully submitted this 11<sup>th</sup> day of May, 2000.

4 U S WEST Communications, Inc,

5  
6   
7 Lisa A. Anderl, No. 13236  
8 Attorney for U S WEST Communications, Inc.  
9 1600 - 7th Avenue, Room 3206  
10 Seattle, WA 98191  
11 (206) 345-1574

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

**SECOND AMENDMENT TO THE INTERCONNECTION AGREEMENT  
BETWEEN  
NEXTLINK WASHINGTON, L.L.C.  
AND  
U S WEST COMMUNICATIONS, INC.**

This Second Amendment ("Amendment") is made and entered into by and between NEXTLINK Washington, L.L.C. ("NEXTLINK") and U S WEST Communications, Inc. ("USWC").

**RECITALS**

NEXTLINK and USWC entered into that certain Interconnection Agreement for service in the state of Washington which was approved by the Washington Utilities and Transportation Commission ("Commission") on April 30, 1997 (the "Agreement"); and

NEXTLINK and USWC wish to amend the Agreement under the terms, conditions, and rates contained herein, and to amend the Agreement as follows:

NOW THEREFORE, the Parties agree to the following:

**1. DESCRIPTION OF AMENDMENT AND MODIFICATIONS:**

Subsection A. of Section VIII., RECIPROCAL COMPENSATION ARRANGEMENTS, is deleted in its entirety and replaced with the following:

**VIII. RECIPROCAL COMPENSATION ARRANGEMENTS**

A. The following describes the compensation arrangements for transport and termination of Local Exchange Traffic between the Parties:

1. The following compensation rates shall apply for traffic carried from NEXTLINK to USWC:

**a. Rate Structure -- Local Traffic**

1. Call Termination

a. The Parties agree that call termination rates as described in Appendix A will apply reciprocally for the termination of local/EAS traffic per minute of use.

b. For traffic terminated at an USWC or NEXTLINK end office, the end office call termination rate in Appendix A shall apply.

- c. For traffic terminated at a USWC or NEXTLINK tandem switch, the tandem call termination rate in Appendix A shall apply. The tandem call termination rate provides for end office call termination, tandem switched transport and tandem switching.

The Parties acknowledge that NEXTLINK will initially serve all of its customers within a given LATA through a single NEXTLINK switch. The Parties also acknowledge that NEXTLINK may, in the future, deploy additional switches in each LATA.<sup>1</sup>

- d. For purposes of call termination, the initial NEXTLINK switch shall be treated as a tandem switch.<sup>2</sup>
- e. Pursuant to the Arbitrator's decision in Docket No. UT-960323, USWC's proposed paragraph has been deleted.

## 2. Transport

- a. If the Parties elect to each provision their own one-way trunks to the other Party's end office for the termination of local traffic, each Party will be responsible for its own expenses associated with the trunks and no transport charges will apply. Call termination charges shall apply as described above.
- b. If one Party desires to purchase direct trunk transport from the other Party, the following rate elements will apply. Transport rate elements include the direct trunk transport facilities between the POI and the terminating party's tandem or end office switches.. The applicable rates are described in Appendix A.

---

<sup>1</sup> This sentence is included pursuant to the Arbitrator's decision in Docket No. UT-960323.

<sup>2</sup> This sentence is included pursuant to the Arbitrator's decision in Docket No. UT-960323.

- c. Direct-trunked transport facilities are provided as dedicated DS3 or DS1 facilities without the tandem switching functions, for the use of either Party between the point of interconnection and the terminating end office or tandem switch.
- d. If the Parties elect to establish two-way direct trunks, the compensation for such jointly used 'shared' facilities shall be adjusted as follows. The nominal compensation shall be pursuant to the rates for direct trunk transport in Appendix A. The actual rate paid to the provider of the direct trunk facility shall be reduced to reflect the provider's use of that facility. The adjustment in the direct trunk transport rate shall be a percentage that reflects the provider's relative use (i.e., originating minutes of use) of the facility in the busy hour.
- e. Multiplexing options are available at rates described in Appendix A.

b. Toll Calls

Applicable to intraLATA toll calls based on intrastate Switched Access rates as set forth in USWC's Switched Access tariff.

- c. NEXTLINK shall pay a transit rate set forth in Exhibit A when NEXTLINK uses a USWC access tandem to originate a call to another LEC, a WSP or another NEXTLINK end office. If NEXTLINK receives a call through USWC's access tandem that originates from another LEC, NEXTLINK will not charge USWC any rate elements for this call, regardless of whether the call is local or toll. NEXTLINK will establish an appropriate billing relationship directly with the other LEC.



2. The following compensation rates shall apply for traffic carried from USWC to NEXTLINK:

**a. Rate Structure -- Local Traffic**

1. Call Termination

- a. The Parties agree that call termination rates as described in Appendix A will apply reciprocally for the termination of local/EAS traffic per minute of use.
- b. For traffic terminated at an USWC or NEXTLINK end office, the end office call termination rate in Appendix A shall apply.
- c. For traffic terminated at a USWC or NEXTLINK tandem switch, the tandem call termination rate in Appendix A shall apply. The tandem call termination rate provides for end office call termination, tandem switched transport and tandem switching.

The Parties acknowledge that NEXTLINK will initially serve all of its customers within a given LATA through a single NEXTLINK switch. The Parties also acknowledge that NEXTLINK may, in the future, deploy additional switches in each LATA.<sup>3</sup>

- d. For purposes of call termination, the initial NEXTLINK switch shall be treated as a tandem switch.<sup>4</sup>
- e. Pursuant to the Arbitrator's decision in Docket No. UT-960323, USWC's proposed paragraph has been deleted.

---

<sup>3</sup> This sentence is included pursuant to the Arbitrator's decision in Docket No. UT-960323.

<sup>4</sup> This sentence is included pursuant to the Arbitrator's decision in Docket No. UT-960323.

## 2. Transport

- a. If the Parties elect to each provision their own one-way trunks to the other Party's end office for the termination of local traffic, each Party will be responsible for its own expenses associated with the trunks and no transport charges will apply. Call termination charges shall apply as described above.
- b. If one Party desires to purchase direct trunk transport from the other Party, the following rate elements will apply. Transport rate elements include the direct trunk transport facilities between the POI and the terminating party's tandem or end office switches.. The applicable rates are described in Appendix A.
- c. Direct-trunked transport facilities are provided as dedicated DS3 or DS1 facilities without the tandem switching functions, for the use of either Party between the point of interconnection and the terminating end office or tandem switch.
- d. If the Parties elect to establish two-way direct trunks, the compensation for such jointly used 'shared' facilities shall be adjusted as follows. The nominal compensation shall be pursuant to the rates for direct trunk transport in Appendix A. The actual rate paid to the provider of the direct trunk facility shall be reduced to reflect the provider's use of that facility. The adjustment in the direct trunk transport rate shall be a percentage that reflects the provider's relative use (i.e., originating minutes of use) of the facility in the busy hour.
- e. Multiplexing options are available at rates described in Appendix A.

b. Toll Rate

Charges applicable to toll calls are based on intrastate Switched Access rates as described in NEXTLINK's intrastate Switched Access tariff. For the mileage-sensitive rate element, if any, mileage is calculated based on the airline miles between the Vertical and Horizontal (V&H) coordinates of the NEXTLINK switch where the Local Interconnection Trunk Group terminates and the NEXTLINK Routing Point.

c. USWC shall pay a transit rate equal to the rate set in the first sentence of subsection A.1.c., above, when USWC uses a NEXTLINK switch to originate a call to another LEC, a WSP or another USWC Central Office.

2. EFFECTIVE DATE

This Amendment shall be deemed effective as of September 9, 1999, pursuant to the Commission's Order in docket No. UT-990340.


3. FURTHER AMENDMENTS

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

The parties, intending to be legally bound, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

NEXTLINK Washington, L.L.C.

U S WEST Communications, Inc.

  
Authorized Signature

  
Authorized Signature

R. Gerard Saleme  
Name Typed or Printed

Elizabeth Stamp  
Name Typed or Printed

Senior Vice President  
Title

Director - Interconnect Negotiations  
Title

4-26-00  
Date

04/27/00  
Date

**APPENDIX A  
U S WEST AND NEXTLINK INTERCONNECTION RATES  
WASHINGTON**

***INTERCONNECTION - LOCAL EXCHANGE***

<b><i>Local Call Termination</i></b>	<b>Agreed Price</b>	
EndOffice – Per Minute of Use	\$0.003141	
Tandem Switch – Per Minute of Use (Note 1)	\$0.005416	
(includes End Office Call Termination and Tandem Transport)		
<p>Note 1: the above local tandem call termination rate includes tandem transmission, based on an assumed transport mileage of 10 miles. Should the average tandem transmission mileage experienced by the Parties exceed 10 miles, the Parties agree to adjust the tandem call termination rate based on the tandem transmission rates set forth below.</p>		
	<b>Proposed Price Recurring</b>	<b>Proposed Price Nonrecurring</b>
<b><i>Entrance Facility</i></b>		
DS1, Electrical	\$99.78	\$563.92
DS3, Electrical	\$404.24	\$668.95
	<b>Proposed Price Fixed</b>	<b>Proposed Price Per Mile</b>
<b><i>Direct Trunked Transport</i></b>		
DS1 - 0 Miles	None	None
DS1 - Over 0 to 8	\$41.72	\$0.67
DS1 - Over 8 to 25	\$41.72	\$0.84
DS1 - Over 25 to 50	\$41.73	\$2.97
DS1 - Over 50	\$41.73	\$3.49
DS3 - 0 Miles	None	None
DS3 - Over 0 to 8	\$283.30	\$13.83
DS3 - Over 8 to 25	\$284.17	\$15.03
DS3 - Over 25 to 50	\$291.31	\$39.19
DS3 - Over 50	\$293.91	\$44.74
	<b>Price Recurring</b>	<b>Price Nonrecurring</b>
<b><i>Multiplexing, per arrangement</i></b>		
DS3 to DS1	\$218.58	\$418.45
<b><i>Local Transit Traffic Rate</i></b>	<b>Price</b>	
Tandem Switching, per MOU	\$0.006000	