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1501 S. Capitol Way  
Olympia, WA 98501-2200

Dan Youmans  
State Manager  
Law and Government Affairs

RECEIVED  
FIRST AMENDMENT  
00 OCT 25 PM 2:46

STATE OF WASH.  
UTIL. AND TRANSP.  
COMMISSION

October 24, 2000

Ms. Carole Washburn  
Executive Secretary  
Washington Utilities and Transportation Commission  
1300 So. Evergreen Park Drive, S.W.  
Olympia, WA 98504

Re: Docket No. UT-960307 – AT&T-GTE Northwest Arbitration  
First Amendment to AT&T/GTE Northwest Interconnection Agreement

Dear Ms. Washburn:

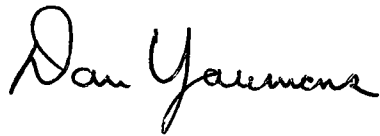
AT&T Communications of the Pacific Northwest, Inc. ("AT&T") hereby submits the attached voluntary agreement entitled "First Amendment to the Interconnection, Resale and Unbundling Agreement between Verizon Northwest, Inc. and AT&T Communications of the Pacific Northwest, Inc." (the "Agreement") for filing and approval under Section 252 of the Telecommunications Act of 1996. Pursuant to Section 252 (e) of the Act, all agreements concerning access, interconnection, unbundling and network termination adopted by negotiations or arbitration, must be submitted to the Commission for review and approval. The Amendment is interim and provides for AT&T and Verizon, f/k/a GTE Northwest Incorporated ("Verizon") to continue their interconnection arrangement pursuant to the Interconnection, Resale, and Unbundling Agreement between AT&T and Verizon (the "Underlying Agreement") approved on August 25, 1997 in the above referenced proceeding.

AT&T and Verizon are currently engaged in good faith negotiations to replace the Underlying Agreement with a new interconnection agreement. However, negotiations between Verizon and AT&T were not completed before September 24, 2000, the date that Verizon contends the Underlying Agreement ended. The Amendment continues the interconnection agreement between AT&T and Verizon from September 25 through March 24, 2001. If, on the amended terminated date, the Parties are engaged in good faith negotiations for a new agreement, the Agreement shall continue in effect on a month-to-month basis until it has been replaced by a new agreement, or until terminated by either Party upon thirty (30) days written notice to the other Party.

The Agreement meets the standards contained in 47 U.S.C. 252 (e) (2) in that (a) the Agreement does not discriminate against a telecommunications carrier not a party to the agreement, and (b) implementation of the Agreement will be consistent with the public interest, convenience, and necessity. The Agreement continues in place the interconnection arrangements between AT&T and Verizon that the Commission previously approved on August 25, 1997. The Amendment ensures that there will be no interruption of services mutually provided by AT&T and Verizon to their customers and therefore, promotes the public interest, convenience and necessity.

By agreement between AT&T and GTE, only one party to the Agreement is filing this letter. Enclosed are an original and 19 copies of the Agreement.

Sincerely,

A handwritten signature in black ink that reads "Dan Youmans". The signature is written in a cursive, flowing style.

Dan Youmans  
AT&T Communications of the Pacific Northwest, Inc.

Enclosure

cc: L. Fredrik Cederqvist, AT&T  
Gavin Hill, Esq., Verizon  
G. Ridgley Loux, Esq., AT&T  
Mitchell Menezes, Esq., AT&T

**FIRST AMENDMENT TO THE  
INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT  
BETWEEN  
VERIZON NORTHWEST, INC. f/k/a GTE NORTHWEST INCORPORATED  
AND  
AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC.**

**THIS FIRST AMENDMENT TO THE INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT** ("Amendment") is entered into on this 20<sup>th</sup> day of October, 2000, by and between Verizon Northwest, Inc. ("Verizon") and AT&T Communications of the Pacific Northwest, Inc. ("AT&T") (Verizon and AT&T being referred to collectively as the "Parties" and each individually as a "Party"). This Amendment amends the Interconnection, Resale and Unbundling Agreement pertaining to services provided by Verizon and AT&T in the state of Washington (the "State").

**RECITALS**

**WHEREAS**, AT&T and Verizon are Parties to an Interconnection, Resale and Unbundling Agreement (the "Agreement") that was arbitrated pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act");

**WHEREAS**, the Agreement was approved by the Washington Utilities and Transportation Commission's ("Commission") Order dated August 25, 1997 in Docket No. UT-960307;

**WHEREAS**, pursuant to the term and termination provisions of the Agreement, Verizon has taken steps to cause the Agreement to terminate effective September 24, 2000 ("Termination Date");

**WHEREAS**, Verizon and AT&T are currently in good faith negotiations regarding an interconnection agreement pursuant to Section 251 and 252 of the Act to replace the Agreement (the "New Interconnection Agreement");

**WHEREAS**, negotiations between the Parties under Section 252 of the Act for the New Interconnection Agreement will not be completed before the Agreement will expire or terminate;

**WHEREAS**, AT&T has maintained that interruption in service under the Agreement is impermissible under state and federal law, even though Verizon contends that the Agreement will terminate or has been terminated; and

**WHEREAS**, in light of the foregoing, and subject to the terms and conditions set forth herein, the Parties agree to amend the term of the Agreement.

## AMENDMENT

**NOW, THEREFORE**, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties hereby agree that Section 2 of the Agreement's General Terms and Conditions shall be amended and restated in its entirety to read:

This Agreement shall remain in effect until March 24, 2001 ("Amended Termination Date"). If, on the Amended Termination Date, the Parties are engaged in good faith negotiations or arbitrations under Sections 251 and 252 of the Act for a new agreement, this Agreement shall continue in effect on a month-to-month basis from the Amended Termination Date (i) until this Agreement has been replaced by a new agreement, or (ii) until terminated by either Party upon thirty (30) days written notice to the other Party, whichever is earlier. After the Amended Termination Date, either Party shall have the right to terminate the continuing month-to-month term for any reason whatsoever.

2. Except as provided herein, all other provisions contained in the Agreement, including but not limited to all other terms, conditions and reservations of rights, shall remain unchanged and in full force and effect. Capitalized terms used, but not defined herein, shall have the meaning proscribed to them in the Agreement.

3. The Parties intend that, regardless of when this Amendment is approved by the Commission, the effective date of this Amendment shall be September 24, 2000 (the "Amendment Effective Date"). In light of this, the Parties hereby agree that their obligations pursuant to the Amendment shall remain in effect during the period when the Commission reviews and approves this Amendment, notwithstanding the Commission's possible initial rejection thereof during such period.

4. By entering into this Amendment, neither party waives any right, and hereby expressly reserves each and all of their rights, to challenge and/or defend the legality of the Agreement. In addition, GTE does not waive and hereby expressly reserves, its rights to challenge and/or defend the legality of certain arbitrated terms, rates and/or charges included in the Agreement ("Arbitrated Terms")<sup>1</sup>, including its rights to assert or continue to assert that: (a) certain of the Arbitrated Terms are unlawful, illegal and improper, including, without limitation, the positions stated in any pending or future

<sup>1</sup> Verizon further reserves its rights pursuant to the Agreement in the event that such arbitrated rates and charges are impacted due to changes in legal requirements, including but not limited to the decisions by the United States Court of Appeals for the District of Columbia on March 7, 2000 (*See GTE Services Corp. et al. v. Federal Communications Commission and the United States of America*, No. 99-1176, consolidated with, No. 99-1201, 2000 U.S. App. LEXIS 4111 (D.C. Cir. 2000)) and the United States Court of Appeals for the Eighth Circuit on July 18, 2000 (*See Iowa Utilities Bd. et al. v. Federal Communications Commission and the United States of America*, No. 96-3321).

Verizon court challenge regarding certain of the Arbitrated Terms; (b) the Arbitrated Terms do not afford Verizon the opportunity to recover its actual costs, as mandated by the Act and applicable law; (c) the Arbitrated Terms should not become effective until such time as the Commission has established an explicit, specific, predictable, sufficient and competitively neutral universal service mechanism that provides Verizon the opportunity to recover its actual costs; and (d) certain provisions of the FCC's First, Second, Third and Fourth Report and Order in FCC Docket No. 96-98 and other FCC orders or rules (collectively, the "FCC Orders") are unlawful, illegal and improper. By entering into this Amendment, AT&T neither agrees with such assertions or contentions of Verizon, nor waives and hereby expressly reserves all of its rights to oppose or continue to oppose any and all such assertions or contentions by Verizon. Verizon further expressly reserves its past, present and future rights to challenge and seek review of any and all Arbitrated Terms or any permanent rates or charges established in any generic rate proceeding or any other proceeding, in any court or commission of competent jurisdiction or other available forum. AT&T likewise expressly reserves its past, present and future rights to challenge and seek review of any and all Arbitrated Terms of any permanent rates, charges or terms established in any generic rate proceeding or any other proceeding, in any court or commission of competent jurisdiction or other available forum.

5. By entering into this Amendment, the Parties do not waive, and hereby expressly reserve their respective rights to assert: (a) ESP/ISP Traffic (i.e., any traffic bound to any enhanced service provider or Internet service provider) is (or is not) "local" traffic for which reciprocal compensation is due under Section 251(b)(5) of the Act and/or Part 51, Subpart H of the FCC Rules; and/or (b) that the Party originating such traffic is (or is not) otherwise obligated to pay to the other Party the local terminating switching rate for such traffic.

6. This Amendment constitutes the entire agreement of the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Amendment other than those specifically set forth herein.

7. If any provision in the Agreement conflicts with this Amendment, this Amendment shall control.

8. This Amendment shall be solely governed by and interpreted under applicable federal law and Washington law, without regard for any choice of law principles in Washington law.

9. This Amendment may be signed in counterparts and may be transmitted by facsimile.

IN WITNESS WHEREOF, each Party has executed this Amendment and it shall be effective upon the Amendment Effective Date.

Verizon Northwest, Inc. f/k/a  
GTE Northwest Incorporated

By: Steven J. Pitterle

Name: Steven J. Pitterle

Title: Director-Negotiations  
Network Services

AT&T Communications of the  
Pacific Northwest, Inc.

By: Bruce Cooper

Name: Bruce Cooper

Title: Regional Vice President  
Local Services & Access  
Management

Legal: AEA

UT-960307

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**Janet Browne**  
Docket Manager  
(303) 298-6502

1875 Lawrence Street  
Denver, CO 80202

STANDARD MAIL  
FIRST CLASS PERMIT  
DENVER, CO 80202

January 14, 1999

Ms. Carole J. Washburn  
Executive Secretary  
Washington Utilities & Transportation Commission  
1300 S. Evergreen Park Dr. S.W.  
P.O. Box 47250  
Olympia, Washington 98504-7250

Re: Change of AT&T Counsel

Dear Ms. Washburn:

Please change AT&T's and TCG's counsel of record in all dockets before the Washington Utilities and Transportation Commission in which AT&T is participating to:

Mary B. Tribby *229666*  
AT&T Law Department  
1875 Lawrence Street, Suite 1500  
Denver, CO 80202  
(303) 298-6508 (phone)  
(303) 298-6301 (fax)  
mbtribby@att.com (e-mail)

Ron Gayman should continue to receive copies as previously requested. Karen Notsund should also continue to receive copies for TCG.

Parties of record for all active dockets have also been notified of this change.

I can be reached at (303) 298-6502 if you have any questions. Thank you.

Very truly yours,

*Janet Browne*  
Janet Browne

cc: Parties of Record

*RMS*

## CERTIFICATE OF SERVICE

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

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Vancouver, WA 98660

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/SPRINT  
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Washington, D.C., 20007

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8140 Ward Parkway  
Kansas City, MO 64114

Pam Ballard  
Shared Communications Services, Inc.  
810 S.E. Belmont  
Portland, OR 97214

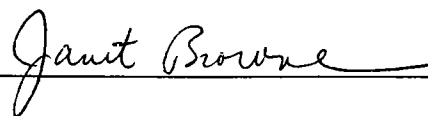
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Santa Clara, CA 95050

J. Scott Bonney  
Nextlink Washington LLC  
155 108<sup>th</sup> Avenue NE, Suite 810  
Bellevue, WA 98004

Lewis Powell, Esq.  
Hunton and Williams  
Riverfront Plaza, East Tower  
951 East Byrd Street  
Richmond, VA 23219

  
\_\_\_\_\_

UT-960307



GTE Service Corporation

One GTE Place  
Thousand Oaks, CA 91362-3811  
805 372-6000  
CA500LB

October 30, 1998

To: Washington Commission  
All parties of Various PUC Proceedings - Northwest

Subject: Appearance Lists for GTE Northwest Incorporated

Please remove my name from the service lists before the Washington Commission effective immediately. Please substitute my name with the following:

Stephen P. Sanchez  
Manager-Integrated Programs  
GTE Northwest Incorporated - WA0101RA  
1800 - 41st Street  
Everett, WA 98201  
Tel: (425) 261-5000  
Fax:(425) 261-5262

We are sorry for the inconvenience, but the delays caused by the routing through California have proven to be unacceptable. In the case of representatives for GTE Northwest other than myself on the appearance lists, please do not remove those individuals.

Thank you for your immediate attention to this request.

Very truly yours,

Susan D. Rossi  
Attorney  
GTE California Incorporated  
One GTE Place - CA500LB  
Thousand Oaks, CA 91362

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RECORDS MANAGEMENT  
98 NOV -4 AM 8:46  
STATE OF WASH.  
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