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October 23, 2002

**VIA EMAIL AND US MAIL**

Ms. Carole Washburn  
Executive Secretary  
Washington Utilities and Transportation Commission  
1300 S. Evergreen Park Drive S.W.  
Olympia, Washington 98504-7250

**Subject: Interconnection Agreement between United Telephone Company of the Northwest, d/b/a Sprint and United States Cellular; Docket UT-023044**

Dear Ms. Washburn:

Sprint submitted an interconnection agreement to the Commission for approval on behalf of itself and United States Cellular. Staff determined that the language in Section 4.1 of the agreement did not meet the Commission's criteria for term and termination, under the Telecommunications Act of 1996.

Therefore, Sprint and United States Cellular jointly submit four copies of the attached replacement page in order to address the Commission's concerns. The parties ask the Commission to please remove the existing page 9 and replace it with the attached page 9.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "W. E. Hendricks".

William E. Hendricks, Esq.

cc: United States Cellular – James Naumann  
Larry Berg, Administrative Law Judge  
Kristen Russell, Telecommunications Analyst  
Director Local Carrier Markets – Sprint

Enclosure

the event of the alleged default and the defaulting Party does not remedy the alleged default within 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 Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services, then Sprint 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. 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.

*Sprint / US Cellular  
CMRS Interconnection Agreement – WA  
Effective Date: 04/01/02*