

UT-970361
(IA) 1-24-01
verizon

Lida C. Tong
Director
Regulatory & Governmental Affairs

Verizon Northwest Inc.
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December 26, 2000

Ms. Carole J. Washburn
Executive Secretary
Washington Utilities and
Transportation Commission
P.O. Box 47250
Olympia, Washington 98504-7250

RECEIVED
REGULATORY MANAGEMENT
00 DEC 27 AM 9:15
STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

Dear Ms. Washburn:

Subject: **FIRST AMENDMENT TO INTERCONNECTION
AGREEMENT BETWEEN VERIZON NORTHWEST
INC. f.k.a. GTE NORTHWEST INCORPORATED
AND U.S. CELLULAR, DOCKET NO. UT-UT-970361**

Enclosed for filing with the Commission is a copy of the executed First Amendment to the Verizon Northwest Inc. f.k.a. GTE Northwest, Incorporated/U.S. Cellular Interconnection Agreement for the state of Washington. The companies request that the Commission approve this Amendment under Section 252(e)(1)(2)(A). This is a fully agreed upon, negotiated Amendment between the parties.

Please contact Bonnie Sanders at 425/261-5464 with any questions you may have.

Sincerely,

Bonnie Sanders

Jor Lida C. Tong
Director - Regulatory & Governmental Affairs

BGS812W.doc
Enclosure

c: Jim Naumann (w/o enclosure)
Director – Network Engineering
U.S. Cellular
8410 W Bryn Mawr, Suite 700
Chicago, IL 60631-3486

**FIRST AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
VERIZON NORTHWEST, INC. F/K/A GTE NORTHWEST INCORPORATED
AND
US CELLULAR**

THIS FIRST AMENDMENT to Interconnection, Agreement (the "Agreement") which became effective December 17, 1997, is by and between Verizon Northwest, Inc. f/k/a GTE Northwest Incorporated (collectively "Verizon") and US Cellular ("US Cellular"), Verizon and US Cellular being referred to collectively as the "Parties" and individually as a "Party". This First Amendment covers services in the state of Washington (the "State").

WHEREAS, the Agreement, was approved by the Commission's Order dated December 10, 1997 in Docket No. UT-970361 (Agreement); and

WHEREAS, subsequent to the approval of the Agreement, US Cellular and Verizon agreed to amend the Agreement; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement; and

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. Article II, Section 1.44 of the Agreement which stated:

Local Traffic – for purposes of compensation between Parties, means traffic that is originated by an end user of one Party and terminates to the end user of the other Party within the same MTA (Major Trading Area) and, for Verizon-originated traffic, within the same LATA, provided that the end user of US Cellular receives service on a two-way basis pursuant to the US Cellular CMRS license.

Is hereby modified and replaced with the following language:

Local Traffic – for purposes of compensation between the Parties, means:

- (a) Verizon Traffic that is originated by a Verizon end user customer and terminated to a two-way wireless end user customer of US Cellular located within the same MTA. "Verizon Traffic" is traffic originated by a Verizon end user customer and routed by Verizon as part of a Verizon retail service offering including, but not limited to, local service, EAS, and intraLATA toll service. Verizon Traffic does not include traffic originated by a Verizon end user customer that is subsequently routed by another carrier, such as an IXC, as part of a service provided by that other carrier to that Verizon end user customer.

- (b) US Cellular Traffic that is originated by an end user customer of US Cellular and terminated to a Verizon end user customer located within the same MTA. "US Cellular Traffic" is traffic originated by a two-way wireless end user customer of US Cellular and routed by US Cellular as part of a wireless service of US Cellular.

The applicable cell site at the beginning of the call will determine the location of the end user customer of US Cellular. Local Traffic excludes Enhanced Service Provider (ESP) and Internet Service Provider (ISP) traffic, including but not limited to Internet, 900/976, etc., and Internet Protocol based long distance telephony.

2. If any provision in the Agreement conflicts with this First Amendment, this First Amendment shall control.
3. By execution of this First Amendment, the Agreement shall continue in effect in accordance with, and subject to, the term and termination provisions of the Agreement.

IN WITNESS WHEREOF, each Party has executed this First Amendment and it shall be effective upon execution by both Parties.*

VERIZON NORTHWEST, INC. f/k/a
GTE NORTHWEST INCORPORATED

US CELLULAR

By: *Steven J. Pitterle*

By: *James Nauman*

Name: Steven J. Pitterle

Name: *JAMES NAUMAN*

Title: Director-Negotiations
Network Services

Title: *DIR-NETWORK ENGINEERING*

Date: December 14, 2000

Date: *12-8-00*

APPROVED BY LEGAL DEPT.	
<i>DWF</i>	<i>11/1/00</i>
ATTORNEY	DATE

* Verizon has agreed to allow this Amendment to become effective upon execution in order to permit US Cellular to proceed with implementation of its competitive business strategies and plans prior to the approval of the Amendment by the Commission. Notwithstanding the possible rejection or modification of this Agreement by the Commission, the Parties agree that all of their obligations and duties hereunder shall remain in full force and effect pending the final disposition of the Commission review and approval process.