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March 30, 2001

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

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Dear Ms. Washburn:

Subject: **FIRST AMENDMENT TO INTERCONNECTION AGREEMENT
VERIZON NORTHWEST, INC. AND LEVEL 3
COMMUNICATIONS, LLC, DOCKET UT-990323**

Enclosed for filing with the Commission is a copy of the fully executed First Amendment to the Verizon Northwest, Inc. f.k.a. GTE Northwest, Incorporated/ Level 3 Communications, LLC 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.

If you have any questions regarding this amendment, please contact Bonnie Sanders at 425/261-5464.

Sincerely,

Bonnie Sanders

Lida C. Tong
Director – Regulatory & Governmental Affairs

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Enclosure

Jor

**FIRST AMENDMENT TO THE
ADOPTED TERMS
BETWEEN
VERIZON NORTHWEST INC.
f/k/a GTE NORTHWEST INCORPORATED
AND
LEVEL 3 COMMUNICATIONS, LLC.**

THIS FIRST AMENDMENT TO THE ADOPTED TERMS ("Amendment") is entered into as of this 23rd day of September, 2000, by and between Verizon Northwest Inc., f/k/a/ GTE Northwest Incorporated ("Verizon"), and Level 3 Communications, LLC ("Level 3"). (Verizon and Level 3 being referred to collectively as the "Parties" and each individually as a "Party".) This Amendment amends the Adopted Terms between the Parties pertaining to services provided by Verizon and Level 3 in the state of Washington (the "State").

RECITALS

WHEREAS, Level 3 has previously adopted terms (the "Adopted Terms") of the Interconnection, Resale and Unbundling Agreement between Verizon and AT&T ("Underlying Agreement") pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "Act");

WHEREAS, the Underlying Agreement was approved by the Washington Utilities & Transportation Commission's ("Commission") Order dated September 25, 1997 in Docket No. UT960307, and Level 3's adoption of the Adopted Terms pursuant to an adoption letter (the "Adoption Letter") was filed April 16, 1999;

WHEREAS, the Underlying Agreement, and thus the Adopted Terms (absent this Amendment), shall terminate effective September 24, 2000 (the "Termination Date");

WHEREAS, Verizon and Level 3 are currently in good faith negotiations regarding an interconnection agreement pursuant to Section 251 and 252 of the Act to replace the Adopted Terms (the "New Interconnection Agreement");

WHEREAS, negotiations between Verizon and Level 3 under Section 252 of the Act will not be completed before the Adopted Terms expire or are terminated;

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 Adopted Terms.

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, Term of Agreement, under the General Terms and Conditions of the Adopted Terms shall be amended and restated in its entirety to read:

This Agreement shall remain in effect until May 14, 2001 ("Amended Termination Date"). If, on the Amended Termination Date, the Parties are engaged in good faith negotiations 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, which each Party shall have the right to provide at any time after the Amended Termination Date.

2. Except as provided herein, all other provisions contained in the Adopted Terms, including but not limited to all other terms, conditions and reservations of rights contained in the Adoption Letter, shall remain unchanged and in full force and effect.¹ Capitalized terms used, but not defined herein, shall have the meaning ascribed to them in the Adopted Terms.

3. The Parties intend that, regardless of when this Amendment is approved by the Commission, the effective date of this Amendment shall be September 23, 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, Verizon does not waive any right, and hereby expressly reserves each and all of its rights, to challenge and/or defend the legality of certain arbitrated terms, rates and/or charges included in the Adopted Terms ("Arbitrated Terms"), 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 Verizon court challenge regarding certain of the

¹ Verizon's reservation of rights and positions regarding the Adopted Terms set forth in the Adoption Letter are reiterated as if fully set forth herein. In addition, Verizon further expressly reserves its rights pursuant to the Adopted Terms in the event that such terms 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). Level 3 does not necessarily agree with any of the positions adopted or reservations of rights made by Verizon in any portion of the Adoption Letter other than those to which Level 3 expressly and specifically countersigned. Level 3 further does not necessarily agree with any of the positions adopted by Verizon in this Amendment. Level 3 also does not agree that any of the positions adopted by Verizon in either the Adoption Letter or in this Amendment shall amend or in any manner affect or control interpretation of the express terms of the Adopted Terms.

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. 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.

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: 

Name: JEFFREY A. MASONER

Title: VP-INTERCONNECTION SCS

Level 3 Communications, LLC.

By: 

Name: Kevin J. Dundon

Title: Senior Vice President