

Joan Gage
State Manager – Regulatory Affairs



Verizon Northwest Inc.
1800 41st Street
P.O. Box 1003
Everett, Washington 98201
Mailcode: WA0101RA

Phone 425 261-5238
Fax 425 261-5262

May 22, 2002

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

RECEIVED
REGULATORY SERVICES DIVISION
02 MAY 24 AM 8:44
OFFICE OF THE SECRETARY
WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION
1300 S. EVERGREEN PARK DRIVE SW
OLYMPIA, WA 98504-7250

Dear Ms. Washburn:

Subject: **AMENDMENT TO INTERCONNECTION AGREEMENT BETWEEN
VERIZON NORTHWEST INC. and SPRINT SPECTRUM**

Attached are an original and three copies of Amendment No. 1 to the above referenced Interconnection Agreement. The original agreement was approved by the Commission in Docket No. UT-993014 on February 23, 2000.

Please call me on 425-261-5238 with any questions.

Very truly yours,

Joan Gage
State Manager – Regulatory Affairs

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Attachment

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

VERIZON NORTHWEST INC.

and

SPRINT SPECTRUM L.P.

**FOR THE STATE OF
WASHINGTON**

This Amendment No. 1 (this "Amendment") is effective June 14, 2001 ("Amendment Effective Date"), by and between Verizon Northwest Inc., f/k/a GTE Northwest Incorporated ("Verizon"), and Sprint Spectrum L.P. ("Spectrum"). (Verizon and Spectrum may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, Verizon and Spectrum are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934 (the "Act") for Washington, which was effective December 2, 1999 (the "Agreement"); and

WHEREAS, on April 18, 2001, in the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 ("Order"), the Federal Communications Commission affirmed its prior determination that Internet traffic is not subject to reciprocal compensation under Section 251(b)(5) of the Act, but exercised its authority under Section 201 of the Act to establish a transitional plan for intercarrier compensation for Internet traffic; and

WHEREAS, in accordance with the Order, Verizon has elected to offer an optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the Act, under which such traffic exchanged between Verizon and a local exchange carrier or CMRS provider in a given state will be subject to compensation at the same rate applicable to intercarrier compensation for Internet traffic in that state under the terms of the Order; and

WHEREAS, Spectrum has elected to amend the Agreement to accept the optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the Act being offered by Verizon;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Amendment to Agreement. Effective as of the Amendment Effective Date, the Agreement is amended as follows:

- 1.1 Notwithstanding any other provision of the Agreement, the following provisions shall apply to and be a part of the Agreement:

- 1.1.1 Reciprocal Compensation Rates:

- 1.1.1.1 Appendix C of the Agreement is amended by deleting from the section "Local Transport and Termination Rates" Paragraph A, "Transport and Termination Rate," and replacing Paragraph A with the following:

- 1.1.1.1.1 "A. Local Traffic Transport and Termination Rate

- 1.1.1.1.1.1 June 14, 2001 through December 13, 2001 -- \$0.0015 per minute of use;

- 1.1.1.1.1.2 December 14, 2001 through June 13, 2003 -- \$0.0010 per minute of use; and

- 1.1.1.1.1.3 June 14, 2003 and thereafter -- \$0.0007 per minute of use."

- 1.1.1.2 The rates provided for in Section 1.1.1.1 above shall apply to the Parties in an equal and symmetrical manner.

- 1.1.1.3 The rates provided for in Section 1.1.1.1 above shall apply until such time as they are replaced prospectively by new rates as may be approved or allowed into effect from time to time by the Commission in accordance with applicable FCC orders and FCC regulations, or by the FCC, subject to a stay or other order issued by any court of competent jurisdiction.

- 1.1.2 Reciprocal compensation shall not apply to traffic that is not subject to reciprocal compensation under Section 251(b)(5) of the Act.
- 1.1.3 "Internet Traffic" means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.
- 1.1.4 Local Traffic does not include any Internet Traffic.
- 1.1.5 Reciprocal compensation shall not apply to Internet Traffic.
- 1.1.6 The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the Order and other applicable FCC orders and FCC regulations.
- 1.1.7 The determination of whether traffic is Local Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the Order (including, but not limited to, in accordance with the rebuttable presumption established by the Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the Order for rebutting such presumption before the Commission).
- 1.1.8 A Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the Order and other applicable FCC orders and FCC regulations.

2. Termination. If the Order is stayed, vacated or modified, in whole or in part, by the FCC or another governmental entity of competent jurisdiction, each Party shall have the right to terminate this Amendment by written notice to the other Party. The termination shall be effective upon receipt of the notice of termination by the other Party. In the event of such termination of this Amendment, the language of the Agreement, on a prospective basis, effective with the effective date of the termination, shall revert to the language of the Agreement (including any other amendments to the Agreement entered into by the Parties on, before or after the Amendment Effective Date) as it would have existed if this Amendment had not been entered into by the Parties. The provisions of this Section 2 shall be in addition to and not in limitation of any other provisions of the Agreement (including, but not limited to, Article III, Section 32, "Changes in Legal Requirements," and Article III, Section 40, "Subsequent Law") that might apply if the Order is stayed, vacated or modified.

3. Scope of Amendment. Except to the extent set forth in Section 1 of this Amendment, the rates, charges and other provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement. The dates shown in Section 1.1.1.1 above are not intended to modify the term of the Agreement or to affect either Party's right to exercise any right of termination it may have under the Agreement.

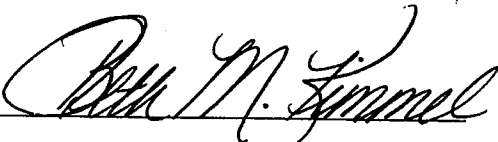
4. Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, charges and other provisions of the Agreement to the extent necessary to give effect to the rates, charges and other provisions of this Amendment. In the event of a conflict between a rate, charge or other provision of this Amendment and a rate, charge or other provision of the Agreement, this Amendment shall govern.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the Amendment Effective Date.

Sprint Spectrum L.P.

Verizon Northwest Inc.

By: 

By: 

Printed: Beth Kimmel

Printed: Jeffrey A. Masoner

Title: Director - Numbering and Interconnection Management

Title: Vice-President - Interconnection Services Policy & Planning

Date: 5/9/02

Date: _____

Lida C. Tong
Director
Regulatory & Governmental Affairs



GTE Service Corporation

1800 - 41st Street
P.O. Box 1003
Everett, WA 98201
Tel: 425 261-5691
Fax: 425 261-5262

February 14, 2000

Mail Code: WA0101RA

Ms. Carole J. Washburn
Executive Secretary
Washington Utilities and
Transportation Commission
Chandler Plaza Building
1300 S Evergreen Park Drive SW
P.O. Box 47250
Olympia, Washington 98504-7250

RECEIVED
00 FEB 15 11:11:04
STATE OF WASH
UTILITY DIVISION

Dear Ms. Washburn:

Subject: **GTE NORTHWEST INCORPORATED/SPRINT SPECTRUM
L.P., UT-993014**

Enclosed is a revision to Article III, General Provisions to the fully executed GTE Northwest Incorporated/Sprint Spectrum L.P. Interconnection Agreement for the state of Washington. Also enclosed is a letter signed by the Sprint Spectrum L.P. representative agreeing to the revision.

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

Very truly yours,

Bonnie Sanders

LCT
Lida C. Tong
Director - Regulatory & Governmental Affairs

BGS048W.doc
Enclosures

c: Mr. Douglas M. Puckett (w/o enclosure)
Sprint Spectrum L.P.
11880 College Blvd., #1066
Overlook Park, Kansas 66210

Steve Kanitra
Interconnection/Negotiations
Wholesale Markets



GTE Network
Services

INAAKB
19845 N. US 31
Westfield, IN 46074
317/896-6398
FAX: 317/896-6832

February 11, 2000

Mr. Jack Weyforth
Sprint Spectrum L.P.
1880 College Blvd., #1066
Overland Park, KS 66210

RE: Interconnection Agreement between GTE Northwest Incorporated and SPRINT
SPECTRUM L.P.

Dear Mr. Weyforth:

As we have discussed, attached is a revised page III-1 of our interconnection agreement for the state of Washington. This page reflects the modification to paragraph 2.2 required by the commission staff. In the last line of this sentence, the word "will" has been inserted in place of the word "may" that had been in our original agreement.

Please review the attached page and indicate your acceptance by signing below. Please forward the original executed copy of this letter, along with the attached revised page III-1, to ..

Ms. Bonnie Sanders
1800 41st Street
Everett, WA 98201
Phone: 425-261-5464
Fax: 425-261-5262

Bonnie will file the revision with the commission. It would be helpful if you would fax Bonnie an advance copy of the executed letter and revised page III-1. I would appreciate it if you would fax a copy to me as well.

If you have any questions about this, please call me at 317-896-6398.

Sincerely,

Stephen A. Kanitra
Staff Manager-Interconnection/Negotiations
Wholesale Markets

Enclosures

I agree to the changes made in accordance with the Washington Utilities and Transportation Commission's request to modify Article III, Paragraph 2.2.

Jack Weyforth
Sprint Spectrum L.P.

ARTICLE III
GENERAL PROVISIONS

OLD
replaced
2-15-00

1. Scope of General Provisions. Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Provisions apply to all Articles and Appendices of this Agreement.
2. Term and Termination.
 - 2.1 Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be from the Effective Date of this Agreement until July 30, 2000 and shall continue in effect for consecutive six (6) month terms unless either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term ("Termination Date"). In the event notice is given less than 90 calendar days prior to the end of the current term, this Agreement shall remain in effect for 90 calendar days after such notice is received, provided, that in no case shall the Termination Date be extended beyond 90 calendar days after the end of the current term.
 - 2.2 Post-Termination Arrangements. Except in the case of termination as a result of either Party's Default, under Section 2.3 below, or a termination upon sale, pursuant to Section 2.4, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue:
 - (a) As if under this Agreement, if either Party has requested negotiations for a new agreement pursuant to Sections 251 and 252 of the Act, (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one hundred eighty (180) calendar days following the Termination Date, whichever is earlier.
 - (b) If this Agreement is not continued pursuant to subsection (a) preceding, the existing service arrangements may continue without interruption under (i) under a new agreement voluntarily executed by the Parties; (ii) standard terms and conditions approved and made generally effective by the Commission, if any; (iii) tariff terms and conditions made generally available to all Local Providers; or (iv) any rights under Section 252(i) of the Act.
 - 2.3 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include:
 - (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
 - (b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation any of the material terms or conditions of this Agreement.
 - 2.4 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof of such Party if such Party sells or otherwise transfers the area or portion thereof. The Party