
CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing. **Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement electronically to the e-mail addresses listed below.**

1. PARTIES *Requesting Carrier* *Affected Carrier*

Name of Party:

Contact for Processing Questions:

Name:

Telephone:

E-mail:

Contact for Legal Questions (if different):

Name:

Telephone:

E-mail:

Other Persons wanting E-mail service of documents (if any):

Name:

E-mail:

2. TYPE OF FILING (Check all that apply. For example, parties seeking to adopt a previously approved agreement with new negotiated amendments should check both "Adoption" and "Amendment" categories.)

Adoption: Adopts interconnection agreement previously approved by the Commission.

Parties to prior agreement _____ & _____

Approved in Docket ARB _____, Order No(s). _____

- Does filing adopt amendments to base agreement previously approved by the Commission?

NO

YES, approved in Docket ARB _____, Order No(s). _____

New Agreement: Seeks approval of new negotiated agreement.

- Does this filing replace an agreement between the same parties that was previously approved by the Commission?

NO

YES, approved in Docket ARB _____, Order No(s). _____

Amendment: Amends an existing carrier-to-carrier agreement.

- If the original agreement was negotiated, has it been approved by Commission?

NO, decision pending in Docket ARB _____

YES, approved in Docket ARB _____, Order No(s). _____

- If original agreement was an adoption, what was its docket number? Docket ARB _____

Other: Please explain.

**Amendment to the Interconnection Agreement between
Qwest Corporation and
Umatilla Electric Cooperative Association**

For the State of Oregon

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Umatilla Electric Cooperative Association ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") which was executed between the Parties on November 21, 2002 and is currently pending before the Oregon Public Utility Commission ("Commission"); and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment Terms

This Amendment is made in order to delete in its entirety Section 7.3.4.3 of the Agreement and replace it with the following:

7.3.4.3 The Parties agree to exchange all EAS/Local (§251(b)(5)) traffic at the state ordered reciprocal compensation rate.

Further, Exhibit A to the Agreement is hereby amended to elect the "State Ordered Rates" under the option for EAS/Local Traffic Reciprocal Compensation.

2. Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree that the state ordered reciprocal compensation rates will apply to all EAS/Local (§251(b)(5)) traffic as of the execution date of this Amendment.

3. Further Amendments

The provisions of this Amendment, including the provisions of this sentence, may not be interpreted, amended, modified or supplemented, and waivers or consents to departures

from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

4. Entire Agreement

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, amendments or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Umatilla Electric Cooperative Association



Signature

John D. Robinson

Name Printed/Typed

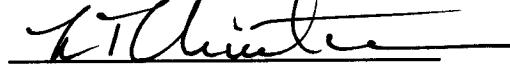
Manager, Business Services

Title

February 12, 2003

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director – Business Policy

Title

2/26/03

Date