

March 1, 2007

Ms. Cheryl Walker
Administrative Hearings
Oregon Public Utility Commission
550 Capitol Street, N. E., Suite 215
Salem, Oregon 97301-2551

Re: Amendment # 1 to the Agreement between Verizon Northwest Inc. and PriorityOne Telecommunications, Inc.

Dear Ms. Walker:

Attached you will find an original, plus two copies of an amendment between Verizon Northwest Inc. and PriorityOne Telecommunications, Inc.

If you have any questions regarding this filing, please call me at 503/645-7909.

Sincerely,

Renee Willer
Regulatory Manager

Enclosures

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 *Competitive Carrier* *Incumbent Local Exchange 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 NOTE: Parties making multiple requests (such as seeking to adopt a previously approved agreement and Commission approval of new negotiated amendments to that agreement) should submit a separate checklist for each requested action.

Adoption: Adopts existing carrier-to-carrier agreement filed with Commission.

- Docket ARB
- Parties to prior agreement &
- Check one:

Adopts base agreement only; or

Adopts base agreement and subsequent amendments approved in Order No(s).

New Agreement: Seeks approval of new negotiated agreement.

- | | |
|---|---|
| <ul style="list-style-type: none">• Does filing replace an existing agreement between the parties?• NO• YES, Docket ARB | <ul style="list-style-type: none">• If filing involves Qwest Communications, does it utilize the terms of an SGAT?• NO• YES, Revision |
|---|---|

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

Docket ARB

Other: Please explain.

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

VERIZON NORTHWEST INC., F/K/A GTE NORTHWEST INCORPORATED

and

PRIORITYONE TELECOMMUNICATIONS, INC.

FOR OREGON

This Amendment No. 1 (this "Amendment") shall be deemed effective on February 15, 2007 (the "Amendment Effective Date") by and between Verizon Northwest Inc., f/k/a GTE Northwest Incorporated ("Verizon"), a Washington corporation with offices at 1800 41st Street, Everett, WA 98201, and PriorityOne Telecommunications, Inc., ("PriorityOne"), an Oregon corporation with offices at 808 Adams Avenue, La Grande, OR 97850. (Verizon and PriorityOne may be hereinafter referred to individually as a "Party" and collectively as the "Parties"). This Amendment covers services in the State of Oregon (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated January 29, 2002, (the "Adoption Letter"), PriorityOne adopted in the State of Oregon, the terms of the interconnection agreement between Integra Telecom of Oregon Inc. and Verizon that was approved by the Oregon Public Utility Commission (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as the "Agreement"); and

WHEREAS, PriorityOne has requested that the Parties amend the Agreement to address the matters set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Agreement. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment (including, without limitation, Exhibit A attached hereto), all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Verizon Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").

911 ATTACHMENT

1.1 911/E-911 Arrangements

- 1.1.1 911 provides a caller access to the appropriate emergency service agency by dialing a 3-digit universal telephone number "911". Verizon

provides and maintains such equipment and software at the 911/E-911 Tandem Office/Selective Router and 911/ E-911 Database as is necessary to provide 911/E-911 Services in areas where Verizon is the designated 911/E-911 Service Provider.

- 1.2 Verizon shall make the following information available to PriorityOne, to the extent permitted by Applicable Law. Such Information is currently available at the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website):
 - 1.2.1 a listing of the CLLI code (and SS7 point code when applicable) of each 911/E-911 Tandem Office(s)/Selective Router(s) and associated geographic location served for areas where Verizon is the designated 911/E-911 Service Provider;
 - 1.2.2 a listing of appropriate Verizon contact telephone numbers and organizations that currently have responsibility for operations and support of Verizon 911/E-911 network and database systems; and
 - 1.2.3 where Verizon maintains a Master Street Address Guide (MSAG) on behalf of the local jurisdiction, Verizon shall provide to PriorityOne a complete copy of such MSAG annually upon written request for each county within the LATA(s) specified in this Agreement, where PriorityOne is providing local exchange service, provided that Verizon is permitted to do so by the local jurisdiction.
- 1.3 E-911 Database Electronic Interface
 - 1.3.1 Where Verizon manages the ALI Database, information regarding the ALI Database is currently available electronically at the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website).
 - 1.3.2 Where Verizon manages the ALI Database, Verizon will:
 - 1.3.2.1 store PriorityOne end user data provided by PriorityOne in the ALI Database;
 - 1.3.2.2 provide PriorityOne access to the ALI Database for the initial loading and updating of PriorityOne end user records in accordance with information contained in the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website); and
 - 1.3.2.3 provide PriorityOne an error and status report based on updates to the ALI Database received from PriorityOne.
 - 1.3.3 Where Verizon manages the ALI Database, PriorityOne will:
 - 1.3.3.1 provide MSAG valid E-911 data for each of its end-users for the initial loading of, and any ongoing updates in Verizon's E-911 database;
 - 1.3.3.2 utilize the appropriate Verizon electronic interface to update its E-911 database information related to the end

user (and all such E-911 database information shall conform to Verizon standards, which are provided at the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website);

1.3.3.3 use its company ID on all end-user records in accordance with NENA standards; and

1.3.3.4 correct any errors that occur during the entry of its data to the Verizon E-911 database.

1.3.4 In the event PriorityOne uses a third party to input data through the electronic interface with Verizon, PriorityOne must provide a Letter of Authorization, in a form acceptable to Verizon, identifying the party that will serve as its agent.

1.4 911/E-911 Interconnection

1.4.1 PriorityOne may, in accordance with Applicable Law, interconnect to the Verizon 911 Tandem Office(s)/Selective Router(s) or Verizon interface points. Verizon will designate interface points, e.g. digital cross connect systems (DCS), where PriorityOne may interconnect to Verizon, for the provision of 911/ E-911 Services and for access to all subtending PSAPs that serve the areas in which PriorityOne provides services.

1.4.2 In order to interconnect with Verizon for E-911 purposes, PriorityOne will:

1.4.2.1 interconnect with each Verizon 911 Selective Router(s) that serves the exchange areas in which PriorityOne is authorized to and will provide telephone exchange service;

1.4.2.2 provide a minimum of two (2) one-way outgoing E-911 trunks dedicated for originating 911 emergency service calls from the PriorityOne switch to each Verizon 911 Selective Router, using SS7 signaling where available, as necessary;

1.4.2.3 [Intentionally left blank];

1.4.2.4 provide sufficient trunking and facilities to route PriorityOne originating 911 calls to the designated Verizon 911 Selective Router/ E-911 Tandem. PriorityOne is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity;

1.4.2.5 determine the proper quantity of trunks and facilities from its switch(es) to the Verizon 911 Selective Router/ E-911 Tandem;

1.4.2.6 engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or at such other minimum grade of service as

required by Applicable Law or duly authorized governmental authority;

- 1.4.2.7 monitor its 911 trunks for the purpose of determining originating network traffic volumes. If the PriorityOne traffic study indicates that additional trunks are needed to meet the current level of 911 call volumes, PriorityOne shall order or otherwise provide adequate additional trunks;
- 1.4.2.8 promptly test all 911 trunks and facilities between the PriorityOne network and the Verizon 911 Selective Router(s) to assure proper functioning of 911 service. PriorityOne agrees that it will not pass live 911 traffic until successful testing is completed; and
- 1.4.2.9 isolate, coordinate and restore all 911 network maintenance problems from its switch to the Verizon 911 Tandem Office(s)/Selective Router(s) or Verizon interface points. PriorityOne will advise Verizon of the circuit identification when notifying Verizon of a failure or outage.

1.5 911/E-911 General

- 1.5.1 Verizon and PriorityOne will work cooperatively to arrange meetings with the Controlling 911 Authorities to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the initial 911/E-911 arrangements
- 1.5.2 PriorityOne will compensate Verizon for provision of 911/E-911 Services pursuant to the Pricing Attachment of this Agreement.
- 1.5.3 PriorityOne and Verizon will comply with all Applicable Law (including 911 taxes and surcharges as defined by Applicable Law) pertaining to the provision of 911/E-911 Services.
- 1.5.4 PriorityOne will collect and remit, as required, any E-911 applicable surcharges from its end users in accordance with Applicable Law.
- 1.5.5 PriorityOne will enter data into the 911 database under the NENA Standards for LNP. This includes, but is not limited to using PriorityOne's NENA ID to lock and unlock records and the posting of the PriorityOne NENA ID to the ALI record where such locking and unlocking feature for 911 records is available, or as defined by local standards. PriorityOne is required to promptly lock and migrate its 911 records in accordance with NENA standards. In the event that a carrier exits a market, it shall ensure that its records are unlocked in accordance with NENA standards.

1.6 Good Faith Performance

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of Oregon a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with PriorityOne reasonable terms and conditions (including, without limitation, rates and implementation

timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

2. Miscellaneous Provisions.

- 2.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
- 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 2.3 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.
- 2.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 2.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.
- 2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

2.9 Definitions. Notwithstanding any other provision in the Agreement, this Amendment or any Verizon Tariff or SGAT, the following terms, as used in this Amendment, shall have the meanings set forth below:

2.9.1 Tariff.

2.9.1.1 Any applicable Federal or state tariff of a Party, as amended from time to time; or

2.9.1.2 Any standard agreement or other document, as amended from time to time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service.

The term "Tariff" does not include any Verizon statement of generally available terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

PRIORITYONE TELECOMMUNICATIONS, INC.

By: _____

Printed: Kelly Mutch

Title: President

VERIZON NORTHWEST INC.

By: _____

Printed: Jeffrey A. Masoner

Title: Vice President – Interconnection Services

PRICING ATTACHMENT TO AMENDMENT NO. 3

1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Charges for Services shall be as stated in this Section 1 of this Attachment.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in Verizon's applicable Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Exhibit A to this Pricing Attachment. For rate elements provided in Exhibit A to this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Amendment Effective Date. When Verizon finishes developing such a Charge, Verizon shall notify PriorityOne in writing of such Charge in accordance with, and subject to, the notices provisions of the Amended Agreement and thereafter shall bill PriorityOne, and PriorityOne shall pay to Verizon, for Services provided under this Amendment on the Amendment Effective Date and thereafter in accordance with such Charge. Any notice provided by Verizon to PriorityOne pursuant to this Section 1.4 shall be deemed to be a part of Exhibit A to this Pricing Attachment immediately after Verizon sends such notice to PriorityOne and thereafter.
- 1.5 The Charges stated in Exhibit A to this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Exhibit A to this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Amendment or the Amended Agreement, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be Verizon's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. Regulatory Review of Prices

Notwithstanding any other provision of this Amendment or the Amended Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Exhibit A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

EXHIBIT A

I. Rates and Charges for 911

See applicable State Tariff.