



20575 NW Von Neumann Drive,
Suite 150
Hillsboro, OR 97006

March 5, 2010

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

Re: ARB 425 – Amendment No. 1 to Agreement between Verizon Northwest Inc. and Tribal One Broadband Technologies d/b/a Orca Communications

Dear Ms. Walker:

Attached please find an original and two copies of an amendment to an interconnection agreement between Verizon Northwest Inc. and Tribal One Broadband Technologies d/b/a Orca Communications.

If you have any questions concerning this filing, please contact me at 972-718-3418.

Sincerely,

Kim Douglass
Sr. Staff Consultant – Regulatory and Government Affairs
kimberly.a.douglass@verizon.com

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	<i>Competitive Carrier</i>	<i>Incumbent Local Exchange Carrier</i>
Name of Party:	<input type="text" value="ORCA Communications"/>	<input type="text" value="Verizon Northwest Inc."/>
Contact for Processing Questions:		
Name:	<input type="text" value="Karl Kennedy"/>	<input type="text" value="Kim Douglass"/>
Telephone:	<input type="text" value="541-756-3899"/>	<input type="text" value="972-718-3418"/>
E-mail:	<input type="text" value="karlkennedy@orcacomm.com"/>	<input type="text" value="kimberly.a.douglass@verizon.com"/>
Contact for Legal Questions (if different):		
Name:	<input type="text"/>	<input type="text"/>
Telephone:	<input type="text"/>	<input type="text"/>
E-mail:	<input type="text"/>	<input type="text"/>
Other Persons wanting E-mail service of documents (if any):		
Name:	<input type="text"/>	<input type="text" value="vzcontractadmin@verizon.com"/>
E-mail:	<input type="text"/>	<input type="text"/>

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 approved by the Commission.

- Docket ARB
- Parties to prior agreement &

New Agreement: Seeks approval of new negotiated agreement.

Does adoption or agreement replace an existing agreement between the parties?

- NO
- YES, Docket ARB

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

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

VERIZON NORTHWEST INC.

and

TRIBAL ONE BROADBAND TECHNOLOGIES d/b/a ORCA COMMUNICATIONS

FOR THE STATE OF OREGON

This Amendment No. 1 (this "Amendment") is made by and between Verizon Northwest Inc. ("Verizon"), a corporation organized under the laws of the State of Washington, with offices at 1800 41st Street, Everett WA 98201, and Tribal One Broadband Technologies d/b/a Orca Communications, a Coquille Indian Tribe limited liability company, with offices at 3201 Tremont, North Bend, Oregon 97459 ("Tribal One"), and shall be deemed effective on February 1, 2010 (the "Amendment Effective Date"). Verizon and Tribal One are hereinafter referred to collectively as the "Parties" and each individually as a "Party." This Amendment covers services in Verizon's service territory in the State of Oregon.

WITNESSETH:

WHEREAS, Verizon and Tribal One are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated January 28, 2002 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; and

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit") issued a decision affirming in part and vacating in part the TRO (the "D.C. Circuit Decision"); and

WHEREAS, on August 20, 2004, the FCC released an Order in WC Docket No. 04-313 and CC Docket No. 01-338 (the "Interim Rules Order") setting forth certain interim rules regarding the temporary reinstatement of unbundling obligations for certain Network Elements with respect to which the D.C. Circuit Decision held that the FCC had made no lawful impairment finding under Section 251 of the Act; and

WHEREAS, on February 4, 2005, the FCC released an Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338 (the "TRRO") setting forth rules that supplanted, effective March 11, 2005, the temporary rules set forth in the Interim Rules Order and addressing the remanded issues raised in the D.C. Circuit Decision; and

WHEREAS, pursuant to Section 252(a) of the Act, the Parties wish to amend the Agreement in order to incorporate rates, terms and provisions regarding Verizon's provision of routine network modifications pursuant to the TRO;

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. The Agreement is amended to incorporate the rates, terms and provisions set forth in this Amendment (including, without limitation, the Pricing Attachment to the Routine Network Modification Amendment and Exhibit A to the Pricing Attachment to the Routine Network Modification Amendment), all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other rate, term or provision of the Agreement, a Tariff or a Verizon Statement of Generally Available Terms and Conditions under 47 U.S.C. § 252(f) ("SGAT").
2. General Conditions.
 - 2.1 Notwithstanding any other provision of the Agreement, this Amendment, a Tariff, or a Verizon SGAT, Verizon shall be obligated to provide unbundled Network Elements (UNEs), combinations of unbundled Network Elements (including, but not limited to, combinations of unbundled Loops and unbundled Dedicated Transport [sometimes referred to as Expanded Extended Loops or EELs]), and routine network modifications, to Tribal One under this Amendment only to the extent required by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.
 - 2.2 Nothing contained in this Amendment shall be deemed to obligate Verizon to offer or provide access on an unbundled basis at rates prescribed under 47 U.S.C. § 251(c)(3) to any facility that is or becomes a Discontinued Facility, whether as a stand-alone unbundled Network Element, as part of a Combination, or otherwise.
3. Routine Network Modifications.
 - 3.1 General Conditions. In accordance with, but only to the extent required by, both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and subject to the conditions set forth in Section 2 above:
 - 3.1.1 Verizon shall make such routine network modifications, at the rates and charges set forth in the Pricing Attachment to the Routine Network Modification Amendment, as are necessary to permit access by Tribal One to the Loop, Dedicated Transport, or Dark Fiber Transport facilities available under the Amended Agreement (including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport), where the facility has already been constructed. Routine network modifications applicable to Loops or Transport are those modifications that Verizon regularly undertakes for its own Customers and may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport are those modifications that Verizon regularly undertakes for its own Customers and may include, but are not limited to: splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable Tribal One to light a Dark Fiber Transport facility that it has obtained from Verizon under the Amended Agreement. Verizon shall not be obligated to provide optronics for the purpose of lighting Dark Fiber Transport. Routine network modifications do not include the construction of a new Loop or new Transport facilities, trenching, the pulling of cable, the installation of new aerial, buried, or underground cable for a requesting telecommunications carrier, the placement of new cable, securing permits or rights-of-way, or constructing and/or placing new manholes or conduits.

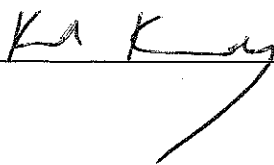
- 3.1.2 Verizon shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability.
- 3.1.3 Verizon shall not be required to perform any routine network modifications to any facility that is or becomes a Discontinued Facility.
- 3.2 Performance Plans. Verizon may exclude its performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are performed from standard provisioning intervals and performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.
- 3.3 Nothing contained in this Section 3 shall be deemed: (a) to establish any obligation of Verizon to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 any facility that the Amended Agreement does not otherwise require Verizon to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51; or (b) to obligate Verizon to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51 access to any Discontinued Facility.
4. Miscellaneous Provisions.
- 4.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, terms and provisions of the Agreement to the extent necessary to give effect to the rates, terms and provisions of this Amendment. In the event of a conflict between the rates, terms and provisions of this Amendment and the rates, terms and provisions of the Agreement, this Amendment shall govern, provided, however, that the fact that a rate, term or provision 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 4.1.
- 4.2 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.
- 4.3 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 rate, term or provision of this Amendment.
- 4.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly herein. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to extend or amend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.
- 4.5 Reservation of Rights. Notwithstanding any contrary provision in the Agreement, this Amendment, a Tariff, or a Verizon SGAT, nothing contained in the Agreement, this Amendment, a Tariff, or a Verizon SGAT, shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated, any order, rule, regulation, decision, ordinance or statute, issued by the Commission, the FCC, any court or any other governmental authority, related to, concerning or that may affect, either Party's rights or obligations under the Agreement, this Amendment, a Tariff, a Verizon SGAT, or Applicable Law.

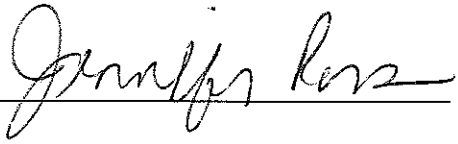
- 4.6 Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against either Party.
- 4.7 Definitions. Except as otherwise stated in this Amendment (including, but not limited to, in Subsections 4.7.1 through 4.7.7, following), capitalized terms used in this Amendment shall have the meanings set out in the Agreement. Notwithstanding any other provision in the Agreement, a Tariff or a Verizon SGAT, as used in this Amendment, the following terms shall have the meanings set forth below:
- 4.7.1 Dark Fiber Transport. An optical transmission facility, within a LATA, that Verizon has not activated by attaching multiplexing, aggregation or other electronics, between Verizon switches (as identified in the LERG) or Wire Centers. Dark fiber facilities between (i) a Verizon switch or Wire Center and (ii) a switch or Wire Center of Tribal One or a third party are not Dark Fiber Transport.
- 4.7.2 Dedicated Transport. A DS1 or DS3 transmission facility between Verizon switches (as identified in the LERG) or Wire Centers, within a LATA, that is dedicated to a particular end user or carrier. Transmission facilities or services provided between (i) a Verizon switch or Wire Center and (ii) a switch or Wire Center of Tribal One or a third party are not Dedicated Transport.
- 4.7.3 Discontinued Facility. Any facility that Verizon, at any time, has provided or offered to provide to Tribal One on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and/or 47 C.F.R. Part 51 (whether under the Agreement, a Tariff, a Verizon SGAT, or otherwise), but which by operation of law has ceased or ceases to be subject to an unbundling requirement under 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51.
- 4.7.4 DS1 Dedicated Transport. Dedicated Transport having a total digital signal speed of 1.544 Mbps.
- 4.7.5 DS3 Dedicated Transport. Dedicated Transport having a total digital signal speed of 44.736 Mbps.
- 4.7.6 DS1 Loop. A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user customer's premises, suitable for the transport of 1.544 Mbps digital signals. This loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS1 Loop requires the electronics necessary to provide the DS1 transmission rate. DS1 Loops are sometimes also known as DS1 "Links."
- 4.7.7 DS3 Loop. A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user customer's premises, suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). This Loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS3 Loop requires the electronics necessary to provide the DS3 transmission rate. DS3 Loops are sometimes also known as DS3 "Links."

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

Tribal One Broadband Technologies d/b/a Orca Communications

Verizon Northwest Inc.

By: 

By: 

Printed: Karl Kennedy

Printed: Jennifer Ross

Title: President

Title: Director - Interconnection

Pricing Attachment to the Routine Network Modification Amendment

1. General
 - 1.1 As used in this Attachment:
 - 1.1.1 "Services" means and includes any Network Element, routine network modification, or other service, facility, equipment or arrangement, provided pursuant to this Amendment; and,
 - 1.1.2 "Charges" means the rates, fees, charges and prices for a Service.
 - 1.2 Charges for Services provided under the Amended Agreement shall be those set forth in Exhibit A of this Pricing Attachment and in the Amended Agreement (including any cross references therein to applicable Tariffs). For rate elements provided in Exhibit A of this Pricing Attachment that do not include a Charge, if any, whether marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Amendment Effective Date. The Charges identified in Exhibit A of this Pricing Attachment as "TBD" 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.
 - 1.3 In the absence of Charges for a Service established pursuant to Section 1.2 of this Attachment, the Charges for the Service shall be the Charges required, approved, 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 Charges are not subject to a stay issued by any court of competent jurisdiction.
 - 1.4 In the absence of Charges for a Service established pursuant to Sections 1.2 through 1.3 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

EXHIBIT A¹

OR NETWORK MODIFICATION – RATE ELEMENT	NON-RECURRING CHARGES
ENGINEERING QUERY ²	TBD
ENGINEERING WORK ORDER ³	TBD
EXPEDITE ENGINEERING QUERY ^{2, 4}	TBD
EXPEDITE ENGINEERING WORK ORDER ^{3, 4}	TBD
LINE AND STATION TRANSFER	TBD
CLEAR DEFECTIVE PAIR	TBD
REASSIGNMENT OF NON-WORKING CABLE PAIR	TBD
BINDER GROUP REARRANGEMENT	TBD
REPEATER – INSTALLATION	TBD
APPARATUS CASE – INSTALLATION	TBD
RANGE EXTENDERS - DS-0 Installation	TBD
RANGE EXTENDERS - DS-1 Installation	TBD
CHANNEL UNIT TO UNIVERSAL/COTTED DLC SYSTEM (existing)	TBD
SERVING TERMINAL - INSTALLATION / UPGRADE	TBD
ACTIVATE DEAD COPPER PAIR	TBD
MULTIPLEXER - 1/0 – INSTALLATION	TBD
MULTIPLEXER - 1/0 – RECONFIGURATION	TBD
MULTIPLEXER - 3/1 – INSTALLATION	TBD
MULTIPLEXER - 3/1 – RECONFIGURATION	TBD
MULTIPLEXER - OTHER - INSTALLATION	TBD
MOVE DROP	TBD
CROSS-CONNECTION - EXISTING FIBER FACILITY	TBD
LINE CARD – INSTALLATION	TBD
COPPER REARRANGEMENT	TBD
CENTRAL OFFICE TERMINAL – INSTALLATION	TBD
IDLC ONLY CONDITION	TBD
OTHER REQUIRED MODIFICATIONS	TBD
DARK FIBER	
Dark Fiber Routine Network Modifications	TBD

¹ This Exhibit may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Amended Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references), and for the avoidance of any doubt, nothing in this Exhibit shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Amended Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Amended Agreement.

For the avoidance of any doubt, if an item is marked as “TBD” in the table above and the underlying Agreement contains a rate and/or charge for that item, then any such rate or charge shall apply notwithstanding the “TBD” indicator in the table above.

² Engineering Query charges apply in addition to charges for actual network modification and Engineering Work Order charges where applicable.

³ Engineering Work Order charges apply in addition to charges for actual network modification and Engineering Query charges where applicable.

⁴ Expedite charges apply in addition to other listed rates.