
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 NO. 1

to the

INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

between

**VERIZON NORTHWEST INC.,
f/k/a GTE NORTHWEST INCORPORATED**

and

AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC.

THIS AMENDMENT No. 1 (this "Amendment") is made this 28th day of January 2004 (the "Effective Date"), by and between Verizon Northwest Inc., f/k/a GTE Northwest Incorporated, a Washington corporation ("Verizon") with its principal place of business at 1800 41st Street, Everett, Washington 98201, and AT&T Communications of the Pacific Northwest, Inc., a Washington corporation ("AT&T") with its principal place of business at One AT&T Way, Bedminster, New Jersey 07921. (Verizon and AT&T may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in the Verizon service territory in the State of Oregon (the "State").

WITNESSETH:

WHEREAS, Verizon and AT&T are Parties to an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996 filed with the Commission dated January 27, 1999 (the "Agreement"); and

WHEREAS, subsequent to the approval of the Agreement, AT&T notified Verizon that it desired to amend the Agreement as set forth herein; and

WHEREAS, the Agreement contains disputed language marked as the "Combination Issue" subject to amendment by the Parties; and

WHEREAS, the Parties wish to amend the Agreement such that Verizon would make available to AT&T UNE-P Combinations (as defined in Section 1(a) below) pursuant to the terms hereof; and

WHEREAS, the Parties further wish to amend the Agreement such that Verizon would make available to AT&T Line Splitting (as defined in Section 1(b) below) pursuant to the terms hereof.

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. Amendments to the Agreement. Effective as of the date first set forth above, the Agreement is amended hereby as follows:

(a) Platform Combinations. To the extent required by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, as well as subject to the conditions set forth herein, upon AT&T's request, Verizon shall provide a platform combination (a "UNE-P Combination") consisting of an Unbundled Local Loop (including the NID), a Local Switching Element, shared transport unbundled network elements and other network elements, if any, that Verizon is required by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide as part of a UNE-P Combination. To the extent Verizon is required by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide a UNE-P Combination to AT&T, Verizon shall provide such UNE-P Combination in accordance with, and subject to, requirements established by Verizon that are consistent with 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 (such requirements, the "Combo Requirements"). Verizon shall make the Combo Requirements publicly available in an electronic form. Without limiting Verizon's rights pursuant to Applicable Law or any other section of the Agreement to terminate its provision of a UNE-P Combination (or an applicable network element) and, notwithstanding any other provision of this Amendment or otherwise, if Verizon provides a UNE-P Combination to AT&T, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51 to provide such UNE-P Combination (or an applicable network element), Verizon may terminate its provision of such UNE-P Combination (or applicable network element(s)) to AT&T on prior written notice thereof provided after the relevant determination becomes effective (provided, however, that the number of days' notice shall be the period, if any, prescribed by the Commission, the FCC, a court or other governmental body of appropriate jurisdiction in its determination and, in the absence of a prescribed period, shall be thirty (30) days).

(b) Line Splitting. Subject to the conditions set forth herein, AT&T may provide integrated voice and data services over the same Loop by engaging in "Line Splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any Line Splitting between AT&T and another LEC shall be accomplished by prior negotiated arrangement between those LECs. To achieve a Line Splitting capability, AT&T may utilize supporting Verizon OSS to order and combine in a Line Splitting configuration an available, unbundled xDSL Compatible Loop terminated to a collocated splitter and Digital Subscriber Line Access Multiplexer ("DSLAM") equipment provided by its data partner (or itself), unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross-connects, under the prices, terms and conditions set forth in their respective interconnection agreement(s). AT&T shall provide Verizon with the information required by FCC Rules regarding the type of xDSL technology that it deploys on each Loop facility employed in Line Splitting. Unless the Parties agree otherwise, this information will be conveyed by the Network Channel/Network Channel Interface Code (NC/NCI) or equivalent. AT&T or its data partner shall provide any splitters used in a Line Splitting configuration. To the extent AT&T seeks to migrate an applicable, existing UNE configuration (e.g., a UNE-P Combination) to a Line Splitting configuration using the same network elements utilized in the pre-existing UNE arrangement, it may do so to the extent such a migration is addressed by (and in such case consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in) the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences. Notwithstanding any provision of this Amendment or otherwise, the foregoing Verizon obligations (and AT&T rights) in connection with Line Splitting shall apply only to the extent Verizon is required to undertake such obligations and AT&T has such rights, in each case under both 47 U.S.C. Section 251(c)(3) and 47 C.F.R. Part 51. Without limiting Verizon's rights pursuant to Applicable Law or any other section of the

Agreement to terminate its provision of Line Splitting (or applicable network element(s)) and, notwithstanding any other provision of this Amendment or otherwise, if Verizon provides Line Splitting to AT&T, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by 47 U.S.C. Section 251(c)(3) or 47 C.F.R. Part 51 to provide such Line Splitting arrangements (or applicable network element(s)), Verizon may terminate its provision of such Line Splitting arrangements (or applicable network element(s)) to AT&T on prior written notice thereof provided after the relevant determination becomes effective (provided, however, that the number of days' notice shall be the period, if any, prescribed by the Commission, the FCC, a court or other governmental body of appropriate jurisdiction in its determination and, in the absence of a prescribed period, shall be thirty (30) days).

(c) The following definition shall be added to Attachment 11 (Definitions) of the Agreement:

“xDSL” is as defined and offered in this Agreement. The small “x” before the letters DSL signifies reference to DSL as a generic industry standard transmission technology, as opposed to a specific DSL “flavor.”

(d) Limitations. Notwithstanding anything set forth in the Agreement or this Amendment:

(1) Nothing contained in the Agreement or this Amendment shall be deemed to constitute an agreement by Verizon that any item identified in the Agreement or this Amendment as a network element is (A) a network element under 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51, or (B) a network element Verizon is required by 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51 to provide to AT&T on an unbundled basis. Nothing contained in the Agreement or this Amendment shall limit Verizon’s or AT&T’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 Oregon Public Utility Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon’s obligations or AT&T’s rights under the Agreement, this Amendment or Applicable Law.

(2) Notwithstanding anything set forth in the Agreement or this Amendment, Verizon shall be required to provide Line Splitting or a UNE-P Combination (or a network element included as part of a UNE-P Combination or Line Splitting configuration) only where necessary facilities are available; as such, Verizon has not agreed in this Amendment to perform network modifications (routine or otherwise) in connection with provision of Line Splitting or a UNE-P Combination (or a network element included as part of a UNE-P Combination or Line Splitting configuration). The Parties reserve their rights to negotiate terms relating to routine network modifications in connection with provision of Line Splitting and/or UNE-P Combinations.

(e) Notwithstanding anything else set forth in the Agreement or this Amendment and subject to the conditions set forth in Section 1(d) of this Amendment:

(1) Verizon shall provide access to UNE-P Combinations and Line Splitting, as well as Unbundled Local Loops, Local Switching Elements, shared transport network elements and other network elements, if any, included as part of a UNE-P Combination or Line Splitting configuration, subject to charges based on rates and/or rate structures that are consistent with 47

U.S.C. § 252 (rates and/or rate structures for access to UNE-P Combinations and Line Splitting, as well as Unbundled Local Loops, Local Switching Elements, shared transport network elements and other network elements, if any, included as part of a UNE-P Combination or Line Splitting configuration, collectively, the "Rates" and, individually, a "Rate"). These Rates are as Verizon communicated to AT&T in a December 31, 2001 industry letter titled "UNE Rates for Existing Interconnection Agreements," as amended from time to time, and shall apply until such time as they are replaced by new rates as may be approved or allowed to go into effect by the Oregon Public Utility Commission or the FCC from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction for the State of Oregon.

(f) The Parties agree that the terms and conditions in this Amendment resolve all disputed language in the Agreement marked as the Combination Issue as it applies, and only to the extent it applies, to UNE-P Combinations. All disputed language in the Agreement marked as the Combination Issue as it applies to other forms of Combinations remains unresolved and, pursuant to Section 1.1 of the Agreement, shall not be applied or used by the Parties until the Parties further amend the Agreement consistent with 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a 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 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.

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 provision of this Amendment.

5. Scope of this Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after Effective Date.

SIGNATURE PAGE

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

**AT&T COMMUNICATIONS OF
THE PACIFIC NORTHWEST, INC.**

VERIZON NORTHWEST INC.

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner

Title: _____

Title: Vice President – Interconnection Services
Policy and Planning