# 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.	<b>PARTIES</b>	Requesting Carrier	Affected Carrier	
Name	of Party:			
Contac	ct for Processing Qu	uestions:		
Nan	ne:			
Tele	ephone:			
E-m	ail:			
Contac	ct for Legal Questic	ons (if different):		
Nan	ne:			
Tele	ephone:			
E-m	ail:			
Other	Persons wanting E-	mail service of documents (if any	):	
Nan	ne:			
E-m	ail:			
2.	TYPE OF FILING (Check all that apply. For example, parties seeking to adopt a previously approve with new negotiated amendments should check both "Adoption" and "Amendment Adoption: Adopts interconnection agreement previously approved by the Commission.			
			&	
			der No(s).	
	Does filing adopt amendments to base agreement previously approved by the Commission?			
	NO			
	YES, a	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, a	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, a	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 Pacific Bell Wireless Northwest, LLC d/b/a Cingular Wireless and Qwest Corporation f.k.a U S WEST Communications, Inc. For the State of Oregon

This Amendment ("Amendment") is made and entered into by and between Pacific Bell Wireless Northwest, LLC d/b/a Cingular Wireless ("WSP") and Qwest Corporation, f.k.a. U S WEST Communications, Inc. ("Qwest").

# RECITALS

WHEREAS, WSP and Qwest entered into an Interconnection Agreement for service in the state of Oregon ("Agreement"); and

WHEREAS, WSP and Qwest desire to amend the Agreement by adding 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 modify the terms of Section (B)2.3.5.1, End Office and Tandem Switched Transport, to read as follows:

"(B)2.3.5.1 End Office and Tandem Switched Transport

(B)2.3.5.1.1 The Parties agree that, because this state is a new market for the WSP, end office Call Termination and tandem switched transport compensation for Exchange Service (EAS/Local) traffic shall be based upon the bill and keep compensation mechanism, whereby neither Party charges the other Party reciprocal compensation for the termination of EAS/Local traffic originated by the other Party. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this state until the earlier of: (1) the expiration of this agreement, or (2) further action by the Federal Communications Commission, or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001)."

Neither Party shall lose any of its rights from the original contract by entering into this Amendment.

#### 2. Effective Date.

This Amendment shall be deemed effective upon the Oregon State Commission's approval; however, the Parties may agree to implement the provisions of this Amendment upon execution.

# 3. Amendments; Waivers

The provisions of this Amendment, including the provisions of this sentence, may not be 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.

Pacific Bell Wireless Northwest, LLC d/b/a Cingular Wireless	Qwest Corporation
Michaelf, Von Wulden Authorized Signature	Authorized Signature
Michael F. Van Weelden Name Printed/Typed	L. T. Christensen Name Printed/Typed
Director - Scm-Network Title	<u>Director - Business Development</u> Title
11/7/03 Date	11/18/03 Date