Law Office of Richard A. Finnigan

Richard A. Finnigan (360) 956-7001 rickfinn@localaccess.com 2112 Black Lake Blvd. SW Olympia, Washington 98512 Fax (360) 753-6862

Kathy McCrary, Paralegal (360) 753-7012 kathym@localaccess.com

January 17, 2006

VIA E-FILING AND U.S. MAIL

Cheryl Walker Oregon Public Utility Commission PO Box 2148 Salem OR 97308-2148

Re:

Docket No. ARB 592; Traffic Exchange Agreement Amendment Between Gervais Telephone Company and Sprint Spectrum L.P./Nextel Operations, Inc.

Dear Ms. Walker:

The purpose of this Amendment is to add Nextel to the previously approved Traffic Exchange Agreement. Pursuant to the requirements of OAR 860-016-0020(3), enclosed you will find the completed Carrier-to-Carrier Agreement Checklist. Pursuant to OAR 860-016-0020(4), copies of the Checklist, Amendment and this letter have been provided by electronic mail.

Also enclosed are the original and two copies of the Amendment. This should complete the filing requirements contained in OAR 860-016-0020. If there is anything else that needs to be done, please let me know.

RICHARD A. MNNIGAN

RAF/km Enclosures

cc:

Jack Weyforth (w/o encl.) John Hoffmann (w/o encl.) Requesting Carrier

1.

Name of Party:

PARTIES

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.

Affected Carrier

Conta	ct for Processing Questions:		
Nan	ne:		
Tele	ephone:		
E-m	nail:		
Conta	ct for Legal Questions (if di	fferent):	
Nan	ne:		
Tele	ephone:		
E-m	nail:		
Other	Persons wanting E-mail ser	vice of documents (if any):	
Nan	ne:		
E-m	ail:		
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 agree	ement &	
	• 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.		
	 Does filing replace a 	n existing agreement between the same parties?	

• Docket ARB

Other: Please explain.

NO

YES, Docket ARB

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

TRAFFIC EXCHANGE AGREEMENT AMENDMENT

THIS TRAFFIC EXCHANGE AGREEMENT AMENDMENT (the "Amendment"), is entered into by and between Gervais Telephone Company ("Company"), and Sprint Spectrum L.P. ("Sprint Spectrum") and Nextel Operations, Inc., a Delaware corporation, acting in its authority as agent for the benefit of Nextel West Corp., a Delaware corporation ("Nextel"). Sprint Spectrum and Nextel are hereinafter collectively referred to as "Sprint." This Amendment is effective as of the 1st day of December, 2005 (the "Effective Date"). The term "Party" shall refer to Company, Nextel and Sprint in their individual capacities and, the term "Parties" shall refer to Company, Nextel and Sprint collectively. This Amendment is to that certain Traffic Exchange Agreement dated as of January 1, 2004 ("Agreement").

RECITALS

1. Since the execution of the Agreement, Sprint Spectrum and Nextel have merged. The purpose of this Amendment is to add Nextel to the Agreement.

Based upon the foregoing, and the promises and benefits contained herein, the Parties hereby agree as follows:

AMENDMENT

- 1. The Agreement is hereby amended to include an attachment to be used for the traffic exchanged for the former Nextel operations, which attachment is attached hereto, and is included herein as though set forth in full, as "Attachment 2."
- 2. The ratios and rates set out on Attachment 2 shall be used by the Parties for the calculation of compensation related to the traffic exchanged between the Parties that originates from or terminates to NPA/NXX combinations related to the operations of Nextel operating under Operating Company Numbers 6232 and 553A. Invoices for the net billing of the Nextel and Company's usage shall be separate from the Sprint PCS usage and be rendered to the billing address as provided by Nextel in Exhibit 1 to this Amendment.
 - 3. In all other respects, the Agreement remains in full force and effect.
- 4. This Amendment shall be filed with the appropriate state commission as an Amendment to the Agreement.

Entered into as of the Effective Date set forth above.

Gervais Telephone Company

Sprint

W Richard Morris

Its: Secretary-Treasurer

Its: Vice-President External Affairs

EXHIBIT 1

BILLING ADDRESS

Nextel 2003 Edmund Halley Drive Bldg E Reston, VA 20191

Attachment 2 Rates

1.	Traffic Factors Land-to-Mobile Mobile-to-Land	.40 .60
2.	Net Balance of Traffic	.20
3.	Usage Factors Percent Local Usage (PLU) Inter MTA Factor*	.98 .02
4.	Compensation Rates	

\$.019 per minute of use Local Call Termination Rate

InterMTA Usage Termination Rate Per Access Service Tariff

IntraState Switched Access

0.0581**

InterState Switched Access

NECA Band 4*

^{*}This factor will be applied as 50% interstate usage and 50% intrastate usage.

^{**}Rates will change as tariff changes are made. Company will inform Nextel at the time tariff changes occur.