



April 20, 2023

Mr. Steven Kahl
Executive Secretary
North Dakota Public Service Commission
600 East Boulevard Avenue
12th Floor
Bismarck, ND 58505-0480

Re: Amendment No. 4 to the Interconnection Agreement between Northwest Communications Cooperative and Verizon Wireless for the State of North Dakota.

Dear Mr. Kahl:

Enclosed for filing for approval by the North Dakota Public Service Commission pursuant to 47 U.S.C. § 252 and N.D. Cent. Code § 49-21-01.7 is the Interconnection Agreement Amendment to the Interconnection Agreement between Northwest Communications Cooperative and Verizon Wireless for the State of North Dakota.

Contact information for Northwest Communications Cooperative is as follows:

Jeremy Becker GM/CEO
PO Box 38
Ray, ND 58849
Jeremyb@nccray.com

Thank you for your help with this matter. Please contact me if you have any questions or concerns.

Sincerely,

Bridget Alexander White

Bridget Alexander White
Staff Director – JSI
bridget.alexander@jsitel.com
301.459.7590

1 PU-23-162 Filed 04/20/2023 Pages: 5
Interconnection Agreement Amendment
Northwest Communications Cooperative, a Cooperative Assoc / Verizon Wireless
Bridget Alexander White, JSI

AMENDMENT NO. 4
TO THE WIRELESS INTERCONNECTION/COMPENSATION AGREEMENT
BETWEEN
NORTHWEST COMMUNICATIONS COOPERATIVE AND VERIZON WIRELESS

This is the fourth amendment ("Amendment No. 4") to the Wireless Interconnection/Compensation Agreement between Northwest Communications Cooperative ("NCC") and the Verizon Wireless entities listed on the signature page of this Amendment No. 4, individually and collectively d/b/a Verizon Wireless ("VZW"). NCC and VZW may be referred to individually as a "Party" and jointly as the "Parties."

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into a Wireless Interconnection/Compensation Agreement, pursuant to 47 U.S.C. §§251/252, effective January 1, 2002, amended July 1, 2004, October 1, 2004, and July 1, 2012 ("Original Agreement");

WHEREAS, the Original Agreement contains a provision that authorizes the Parties to amend the Original Agreement based on mutual written agreement.

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

AMENDMENT TERMS

1. **Method of Interconnection.** Each Party agrees to exchange Non-Access Telecommunications Traffic indirectly with the other Party via the indirect interconnection method set forth in this Amendment No. 4.
2. The Parties mutually agree to deliver Non-Access Telecommunications Traffic to the other Party through an alternative service provider to which both Parties are connected.
3. For the Non-Access Telecommunications Traffic being exchanged indirectly, each Party acknowledges that it is the originating Party's responsibility to enter into the appropriate transiting arrangements with the alternate service provider to which both Parties' networks are directly interconnected. Compensation to the third party for transiting is covered below in Section 4.
4. For Non-Access Telecommunications Traffic being exchanged indirectly, each Party acknowledges that:
 - a. Except for Non-Access Telecommunications Traffic that falls under the Rural Transport Rule, it is the originating Party's responsibility to enter into the appropriate transiting arrangements with the alternate service provider and to bear

all charges payable to such provider for such transit services with respect to such Non-Access Telecommunications Traffic and the cost of all facilities necessary to deliver such Non-Access Telecommunications Traffic to the alternate service provider; and

- b. It is the terminating Party's responsibility to bear the cost of all facilities necessary to receive such Non-Access Telecommunications Traffic from the alternate service provider except as required in the Rural Transport Rule.

5. The POI is the location where one Party's operational and financial responsibility begins, and the other Party's operational and financial responsibility ends for Non-Access Telecommunications Traffic. Each Party will be financially responsible for all facilities and Non-Access Telecommunications Traffic located on its side of the POI.
6. If the alternative service provider assesses charges to NCC for transiting Non-Access Telecommunications Traffic from the NCC's boundary to the VZW POI and the FCC's Rural Transport Rule (47 CFR § 51.709(c)) remains in effect and applicable to NCC, the NCC will invoice such charges to VZW for reimbursement.

7. Updated Contacts

<p>Northwest Communications Cooperative</p> <p><u>For Official Notices:</u> Jeremy Becker GM/CEO NCC PO Box 38 Ray, ND 58849</p> <p>Email: Jeremyb@nccray.com</p> <p><u>For Billing:</u> Jeremy Becker GM/CEO NCC PO Box 38 Ray, ND 58849</p> <p>Email: Jeremyb@nccray.com</p>	<p>Verizon Wireless</p> <p><u>For Official Notices:</u> Attn: Network Interconnection Verizon Wireless 5055 North Point Parkway Alpharetta, GA 30022</p> <p>Email: VZWNETHInterconnectContractsNotices@VerizonWireless.com</p> <p>With a copy to: ATTN: Verizon Legal Wholesale 1300 I Street, NW 5th Floor Washington, DC 20005</p> <p>Email: VZLegalWholesale@verizon.com</p> <p><u>For Billing:</u> Wt.invoices@verizon.com</p>
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8. This Amendment No. 4 shall be effective March 31, 2023.
9. This Amendment No. 4 shall remain effective as long as the Original Agreement remains effective between the Parties, subject to future changes in law.
10. The provisions of this Amendment No. 4, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.
11. Except as expressly set forth herein, the terms and conditions of the Original Agreement shall remain in full force and effect without change.

[signature page follows]

IN WITNESS THEREOF, the Parties, intending to be legally bound, have executed this Amendment No. 4 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.

Northwest Communications Cooperative

By: Jeremy A. Becker
Jeremy A. Becker (Apr 13, 2023 12:31 CDT)

Name: Jeremy Becker

Title: GM/CEO

Date: Apr 13, 2023

Badlands Cellular of North Dakota Limited Partnership d/b/a Verizon Wireless
By: CommNet Cellular Inc., Its Managing Agent

Bismarck MSA Limited Partnership d/b/a Verizon Wireless
By: CommNet Cellular Inc., Its General Partner

Cellco Partnership d/b/a Verizon Wireless
CommNet Cellular Inc. d/b/a Verizon Wireless

North Central RSA 2 of North Dakota Limited Partnership d/b/a Verizon Wireless
By: CommNet Cellular Inc., Its Managing Agent

North Dakota 5-Kidder Limited Partnership d/b/a Verizon Wireless
By: CommNet Cellular Inc., Its Managing Agent

North Dakota RSA No. 3 Limited Partnership d/b/a Verizon Wireless
By: Cellco Partnership, Its General Partner

Northwest Dakota Cellular of North Dakota Limited Partnership d/b/a Verizon Wireless
By: CommNet Cellular Inc., Its Managing Agent

Rural Cellular Corporation d/b/a Verizon Wireless

By: Sam Giannini
Sam Giannini (Apr 4, 2023 14:24 CDT)

Name: Sam Giannini
Title: Dir – Network Infrastructure Planning

Date: Apr 4, 2023