

WILSON & BLOOMFIELD LLP

ATTORNEYS AT LAW
1901 HARRISON STREET, SUITE 1630
OAKLAND, CALIFORNIA 94612

FAX (510) 625-8253
(510) 625-8250

03 DEC 10 PM 12:30

R.C.A.
REGISTRATION

December 9, 2003

17605-9.134.6

Records and Filing Department
Regulatory Commission of Alaska
701 West 8th Ave., Suite 300
Anchorage, AK 99501

Re: Submittal for Approval of Interconnection Agreement Adopted by Negotiation Between Dobson Cellular Systems, Inc. and Yukon Telephone Company, Inc.

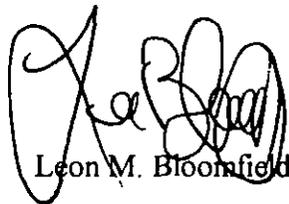
Dear Sir/Madam:

Enclosed please find an original and eleven (11) copies of the above-referenced Submittal for Approval of Interconnection Agreement by Negotiation filed on behalf of Dobson Cellular Systems, Inc.

Please file the original agreement and return a stamped "received" copy to this office in the enclosed postage pre-paid envelope.

Thank you for your assistance. Please call should you have any questions.

Sincerely,



Leon M. Bloomfield

LMB:rmm

Enclosures

cc: Don Eller (Yukon Telephone)

R.C.A.
03 DEC 10 P:12:30

STATE OF ALASKA

THE REGULATORY COMMISSION OF ALASKA

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Before the Commissioners:

Mark K. Johnson, Chair
Kate Giard
Dave Harbour
James S. Strandberg
G. Nanette Thompson

In the Matter of Dobson Cellular System, Inc.'s)
Submittal For Approval of Interconnection Agreement)
Between Dobson Cellular Systems, Inc. and Yukon)
Telephone Company, Inc. Adopted by Negotiation)

U-03-105

SUBMITTAL FOR APPROVAL OF INTERCONNECTION AGREEMENT
ADOPTED BY NEGOTIATION

Dobson Cellular Systems, Inc. ("Dobson") hereby submits for the Commission's approval the attached CMRS Interconnection Agreement between Dobson and Yukon Telephone Company, Inc. ("Yukon"), which was adopted by negotiation.

Pursuant to the Telecommunications Act of 1996 (the "Act"), 47 U.S.C. §252(e)(1), "Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies." The Act provides that a State commission may reject an agreement adopted by negotiation only if it finds:

- (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or

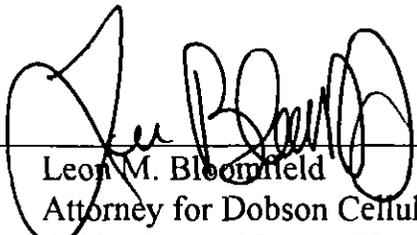
1 (ii) the implementation of such agreement or portion is not consistent with the
2 public interest, convenience, and necessity...¹

3 Under the Act, the Commission must approve or reject a negotiated agreement within
4 90 days after its submission "or the agreement shall be deemed approved."² And, because
5 the Interconnection Agreement was negotiated rather than arbitrated, the Act does not require
6 an implementation schedule.³

7
8 Therefore, Dobson respectfully requests that the Commission approve the
9 Interconnection Agreement between Dobson and Yukon.

10
11 DATED this 9th day of December, 2003.

12 DOBSON CELLULAR SYSTEMS, INC.

13
14
15
16 
17 Leon M. Bloomfield
18 Attorney for Dobson Cellular Systems, Inc.
19 California Bar No. 129291

20 ¹ 47 U.S.C. §252(e)(2)(i), (ii).

21 ² 47 U.S.C. §252(e)(4).

22 ³ 47 U.S.C. §252 (c)(3).

23

24

25

26

27

Interconnection Agreement Between Dobson Cellular Systems, Inc. and Yukon Telephone Co., Inc.

This interconnection agreement (the "Agreement") is entered into by and between Dobson Cellular Systems, Inc. ("Dobson"), a commercial mobile radio service provider, and Yukon Telephone Co., Inc., a local exchange carrier. This contract sets forth the terms and conditions for the exchange of Telecommunications Traffic as defined in C.F.R. § 51.703(b)(2) pursuant to the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the "Act").

- 1) Rates and Charges for Usage and Facilities
 - a) DOBSON will pay Yukon fifty percent (50%) of the monthly recurring charges (as well as 50% of any associated non-recurring costs) for the requested number of local trunks between the Yukon switch located in Wasilla, AK and Dobson's point of presence in Whittier, AK. The facilities charges will be based on Yukon's tariffs as amended for time to time.
 - b) All Telecommunications Traffic exchanged by the Parties pursuant to this Agreement will be handled as bill and keep (i.e., neither party will pay the other for termination compensation).
- 2) Term: This contract shall have an initial term of two years from signature date and shall then automatically renew on a year-to-year basis. The Agreement may be terminated by either party at the end of the initial term (or any renewal term) by providing written notice of termination to the other Party at least ninety (90) days in advance of the expiration of the initial term or any renewal term thereof. In the event such notice of termination is provided, and either party requests in good faith to renegotiate a successor agreement under the provisions of the Act, this Agreement shall remain in effect until replaced by the successor agreement.
- 3) Liability: Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section. The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects.

- 4) **Warranty:** EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
- 5) **Indemnity:** Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, defamation, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, arising during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this Section shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.
- 6) **Compliance with Laws:** Each Party shall comply with all federal, state and local statues, regulations, rules, ordinances, judicial decision, and administrative rulings applicable to its performance under this Agreement. This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or applicable state utility regulatory commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such commission(s).
- 7) **Proprietary Information:** Without specific prior written consent, or court order, a party shall not disclose to any third party, including any competitors of Dobson or Yukon, any information supplied to that party by the other party under this agreement, if the information was not lawfully known to the other party from a source other than a party to this contract and consists of information bearing upon the determination of amounts payable under this contract or consists of other information designated in writing by the supplying party as confidential. This obligation of confidentiality shall survive the termination of this contract for any reason.
- 8) **Force Majeure:** The performance of a party under this contract shall be excused to the extent that such performance is prevented by labor difficulties, governmental orders, civil commotion, acts of nature, weather conditions, and other circumstances beyond the reasonable control of the party.

9) Notices: All notices or other communications hereunder shall be deemed to have been duly given when made in writing and delivered in person or sent by facsimile to the receiving party, or three days after mailing by first class mail, postage prepaid, at the addresses below:

To: Dobson Cellular Systems, Inc.

Timothy J. Duffy
Sr. Vice President and CTO
14201 Wireless Way
Oklahoma City, OK 73134

with a copy to:
Leon M. Bloomfield
Wilson & Bloomfield, LLP
1901 Harrison St., Suite 1630
Oakland, CA, 94612
510.625.8250

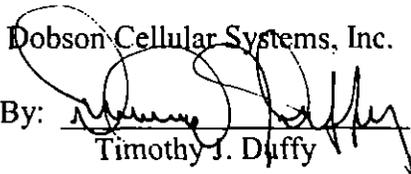
To: Yukon Telephone Co., Inc.
Attn: Don Eller
P.O. Box 873809
Wasilla, AK 99687

10) Dispute Resolution: Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed, in the first instance, by good faith negotiation between the Parties. In any event, should negotiations fail to resolve the dispute within sixty (60) days of the receipt of written notice of a dispute, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

11) Entire Agreement: This contract and all appendices and amendments embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those set forth herein. This contract supersedes all previous communications, representations, or contracts, whether oral or written, between the parties.

12) Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates shown below:

Dobson Cellular Systems, Inc.
By: 
Timothy J. Duffy

Its: Sr. Vice-President and CTO

Dated 11-19-03

Yukon Telephone Co.,

By _____

Its _____

Dated _____

9) Notices: All notices or other communications hereunder shall be deemed to have been duly given when made in writing and delivered in person or sent by facsimile to the receiving party, or three days after mailing by first class mail, postage prepaid, at the addresses below:

To: Dobson Cellular Systems, Inc.

Timothy J. Duffy
Sr. Vice President and CTO
14201 Wireless Way
Oklahoma City, OK 73134

with a copy to:
Leon M. Bloomfield
Wilson & Bloomfield, LLP
1901 Harrison St., Suite 1630
Oakland, CA, 94612
510.625.8250

To: Yukon Telephone Co., Inc.

Attn: Don Eller
P.O. Box 873809
Wasilla, AK 99687

10) Dispute Resolution: Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed, in the first instance, by good faith negotiation between the Parties. In any event, should negotiations fail to resolve the dispute within sixty (60) days of the receipt of written notice of a dispute, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

11) Entire Agreement: This contract and all appendices and amendments embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those set forth herein. This contract supersedes all previous communications, representations, or contracts, whether oral or written, between the parties.

12) Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates shown below:

Dobson Cellular Systems, Inc.

By: _____
Timothy J. Duffy

Its: Sr. Vice-President and CTO

Dated _____

Yukon Telephone Co., Inc.

By: Don Eller
Don Eller

Its: VP

Dated 11/17/03

CERTIFICATE OF SERVICE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I, Richard M. Marshall, being over the age or eighteen and an employee of Wilson & Bloomfield LLP in the city of Oakland, state of California, hereby certify that a true and correct copy of the attached **Submittal for Approval of Interconnection Agreement Adopted by Negotiation** was served via U.S. mail on Donald Eller, Vice President, Yukon Telephone Company, Inc., P.O. Box 873809, Wasilla, Alaska 99687, on this 9th day of December, 2003.


Richard M. Marshall
Wilson & Bloomfield, LLP