



21 West Ave
Spencerport, NY 14559

June 22, 2017

Mr. Gary Widerburg
Commission Administrator
Public Service Commission of Utah
Heber M. Wells Building
160 East 300 South,
Salt Lake City, Utah 84111

Re: Adoption Agreement between Navajo Communications Company, Inc. and T-Mobile West LLC ("T-Mobile")

Dear Mr. Widerburg:

Navajo Communications Company, Inc. d/b/a Frontier Navajo Communications Company, and T-Mobile West LLC ("T-Mobile") hereby submit for approval the enclosed "Adoption Agreement for Wireless Telecommunications services" signed by Navajo Communications Company, Inc., on April 10, 2017 (the "Adoption Agreement"), which provides T-Mobile to resell certain Wireless Telecommunications services that Navajo Communications Company, Inc., provides. This Adoption Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is being submitted pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 ("the Act"), and the requirements of Utah Code Ann. 54-8b-2.2(1)(d)(i).

Section 252(e)(2) of the Act directs that a state Commission may reject an agreement reached through voluntary negotiations only if the commission finds that

1. the adoption agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the adoption agreement; or
2. the implementation of such adoption agreement or portion is not consistent with the public interest, convenience and necessity.

Navajo Communications Company, Inc., and T-Mobile respectfully submit that the Adoption Agreement provides no basis for either of these findings. First, the Adoption Agreement does not discriminate against any other telecommunications carrier because Navajo Communications Company, Inc., has made the terms of the Adoption Agreement available to other carriers. Second, the Adoption Agreement is consistent with the public interest as identified in the pro-competitive policies of the State of Utah, this Commission, the U.S. Congress and the Federal Communications Commission.

Please direct any questions to Leslie Zink at (585) 777-4717, or Leslie.zink@ftr.com.

Sincerely,

A handwritten signature in black ink that reads "Leslie Zink".

Leslie Zink
Sr. Manager, Pricing & Tariffs

CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of June, 2017, a true copy of the foregoing filing was sent via email to the following:

Gary Widerburg, PSC of Utah

psc@utah.gov

Frontier Contract Management

contract.management@Frontier.com

T-Mobile West LLC

CarrierManagement-InvoiceManagementTeam@T-Mobile.com

Frontier Communications
Legal Department – Interconnection
401 Merritt 7
Norwalk, CT 06851

Respectfully submitted,



Leslie Zink
Sr. Manager, Pricing & Tariffs
Frontier Communications
21 West Ave.
Spencerport, NY 14559
585-777-4717
leslie.zink@ftr.com



Michael Daniel
SVP, Carrier Sales and Services
Frontier Communications
7979 N. Belt Line Road, MC:
S1C74
Irving, TX 75063

April 4, 2017

T-Mobile West LLC
12920 SE 38th St.
Bellevue, WA 98006

Sent Via Electronic Mail to Thomas Johnson at
Thomas.Johnson182@T-Mobile.com

Re: Requested Adoption Under Section 252(i) of the Communications Act

Dear Mr. Simpson:

Navajo Communications Co., Inc., ("Frontier"), has received correspondence stating that T-Mobile West LLC ("T-Mobile"), a CMRS Provider, wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between New Cingular Wireless PCS, LLC on behalf of itself and its Commercial Mobile Radio Service ("CMRS") Operating Affiliates and Navajo Communications Co., Inc. for the State of Utah and New Mexico as such agreement exists on the date hereof including, without limitation, Amendment[s] thereto, after giving effect to operation of law (the "Terms"). I understand T-Mobile has a copy of the Terms. Please note the following with respect to T-Mobile's adoption of the Terms.

1. By T-Mobile's countersignature on this letter, T-Mobile and Frontier hereby represents and agrees to the following points:

A. T-Mobile adopts (and agrees to be bound by) the Terms, and, in applying the Terms, agrees that T-Mobile shall be substituted in place of New Cingular Wireless, PCS, LLC in the Terms wherever appropriate.

B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Frontier (i) that no longer applies to Frontier under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4,

2005 (the "TRO Remand Order"), or (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51.

C. Notice to T-Mobile and Frontier as may be required or permitted under the Terms shall be provided as follows:

To T-Mobile:
T-Mobile West LLC
Attn: Carrier Management
12920 SE 38th Street
Bellevue, WA 98053
Internet Address: CarrierManagement-InvoiceManagementTeam@T-Mobile.com

To Frontier:
Contract Management
Frontier Communications
7979 N. Belt Line Road, MC: S1C74
Irving, TX 75063
Internet Address: contract.management@Frontier.com

with a copy to:

Frontier Communications
Legal Department - Interconnection
401 Merritt 7
Norwalk, CT 06851

D. T-Mobile represents and warrants that it is an FCC-Licensed provider of two-way wireless service and that its adoption of the Terms will cover services in Frontier's service territory in Utah and New Mexico.

E. T-Mobile's adoption of the Terms shall be deemed effective on upon commission approval of this adoption.

F. T-Mobile and Frontier agree that T-Mobile may utilize a designated third party agent to order under the terms and conditions of this agreement.

2. As the Terms are being adopted by T-Mobile pursuant to Section 252(i) of the Act, Frontier does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Frontier of the Terms does not in any way constitute a waiver by Frontier of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Frontier of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in the Terms as a result of T-Mobile's adoption of the Terms.

3. Nothing herein shall be construed as or is intended to be a concession or admission by Frontier that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Frontier expressly reserves its full right to assert and pursue claims arising from or related to the Terms.

SIGNATURE PAGE

Please arrange for a duly authorized representative of T-Mobile to sign this letter in the space provided below and return it to Frontier.

Sincerely,

Navajo Communications Co., Inc. for the State of Utah and New Mexico



Michael Daniel


4-10-17

(DATE)

Reviewed and countersigned as to Paragraph 1:

T-Mobile West LLC

DocuSigned by:



9854728E04FA46B...

Michael Simpson

Vice-President, Technology Procurement

4/7/2017

(DATE)

DocuSigned by:
T-Mobile Legal Approval By:



ABA7EE029F734D9...

4/7/2017