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**Maura E. Peterson**  
Paralegal  
Regulatory Law

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IDAHO PUBLIC  
UTILITIES COMMISSION



**July 11, 2013**

*Via Overnight delivery*

Jean D. Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington  
Boise, ID 83702-5983

**RE: Docket No. CEN-T-11-01**

Dear Ms. Jewell

Enclosed for filing with this Commission are original and 3 copies of the Application for Approval of Amendment to the Interconnection Agreement; the original of which was approved by the Commission on March 4, 2011.

Thank you for your assistance in this regard.

Sincerely,

A handwritten signature in blue ink, appearing to read "Maura E. Peterson", with a long horizontal flourish extending to the right.

Maura E. Peterson

MEP/jga  
Enclosure  
cc: Service List

Lisa A. Anderl (WSBA#13236 )  
CenturyLink  
1600 7th Ave, Room 1506  
Seattle, WA 98191  
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**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

**APPLICATION OF CENTURYTEL OF  
IDAHO AND CENTURYTEL OF THE  
GEM STATE d/b/a CENTURYLINK FOR  
APPROVAL OF AN  
INTERCONNECTION AGREEMENT  
PURSUANT TO 47 U.S.C. §252(e)**

**CASE NO.: CEN-T-11-01**

**APPLICATION FOR APPROVAL OF  
AMENDMENT TO THE  
INTERCONNECTION AGREEMENT**

CenturyTel of Idaho and CenturyTel of the Gem State d/b/a CenturyLink (“CenturyLink”) hereby files this Application for Approval of Amendment to the Interconnection Agreement (“Amendment”) which was approved by the Idaho Public Utilities Commission on March 4, 2011 (the “Agreement”). The Amendment with Verizon Wireless (“Verizon”) is submitted herewith.

This Amendment was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the “Act”).

Section 252(e)(2) of the Act directs that a state Commission may reject an amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an amendment (or portion) is not consistent with the public interest, convenience and necessity.

CenturyLink respectfully submits that this Amendment provides no basis for either of these findings and, therefore, requests that the Commission approve this Amendment

expeditiously. This Amendment is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of this Amendment will enable Verizon to interconnect with CenturyLink facilities and to provide customers with increased choices among local telecommunications services.

CenturyLink further requests that the Commission approve this Amendment without a hearing. Because this Amendment was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expeditious approval would further the public interest.

Respectfully submitted this 11th day of July, 2013.

**CENTURYLINK**



Lisa A. Anderl  
Attorney for CenturyTel of Idaho and  
CenturyTel of the Gem State d/b/a CenturyLink

**CERTIFICATE OF SERVICE**

I hereby certify that on this \_\_\_\_\_ day of July, 2013, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
P.O. Box 83720  
Boise, Idaho 83720-0074  
[jjewell@puc.state.id.us](mailto:jjewell@puc.state.id.us)

\_\_\_\_\_ Hand Delivery  
\_\_\_\_\_ U. S. Mail  
 Overnight Delivery  
\_\_\_\_\_ Facsimile  
\_\_\_\_\_ Email

Lance Murphy  
Network Interconnection  
Verizon Wireless  
24242 Northwestern Hwy.  
Southfield, MI 48075  
[lance.murphy@verizonwireless.com](mailto:lance.murphy@verizonwireless.com)

\_\_\_\_\_ Hand Delivery  
 U. S. Mail  
\_\_\_\_\_ Overnight Delivery  
\_\_\_\_\_ Facsimile  
\_\_\_\_\_ Email

  
\_\_\_\_\_  
Josie Addington, Legal Assistant

**Amendment No. 1  
to the Interconnection and Reciprocal Compensation Agreement between  
CenturyLink  
and  
Verizon Wireless**

This Amendment No. 1 ("Amendment") is to the Interconnection and Reciprocal Compensation Agreement by and between CenturyTel of Idaho, Inc. d/b/a CenturyLink and CenturyTel of the Gem State, Inc. d/b/a CenturyLink ("CenturyLink") and Celco Partnership d/b/a Verizon Wireless, on behalf of itself and its wireless affiliates operating in the State of Idaho from time to time ("Verizon Wireless"). Verizon Wireless and CenturyLink are referenced together as the "Parties".

**RECITALS**

WHEREAS, the Parties or their predecessors in interest entered into an Interconnection and Reciprocal Compensation Agreement for service in the State of Idaho dated December 22, 2010, that was approved by the Commission ("Agreement"); and

WHEREAS, the Federal Communications Commission ("FCC") adopted a bill and keep compensation methodology for non-access telecommunications traffic exchanged between a LEC and a CMRS Provider in its Report and Order and Further Notice of Proposed Rulemaking in Docket No. 01-92, *In the Matter of Developing an Unified Intercarrier Compensation Regime*, released on November 18, 2011 and its Order on Reconsideration released on December 23, 2011 (collectively, the "FCC Order"); and

WHEREAS, prior to July 1, 2012, Verizon Wireless has requested to amend the Agreement based on the FCC Order; and

WHEREAS, the Parties agree to amend the Agreement based on the FCC Order with 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:

**Amendment Terms**

The Agreement is hereby amended by adding terms, conditions, and rates as set forth in this Amendment and Attachment 1, attached hereto and incorporated herein by this reference.

By signature on this Amendment, the Parties have elected to modify existing contract terms of the Agreement in order to implement the applicable provisions of the above mentioned FCC Order.

**Effective Date**

The Parties agree to implement the provisions of this Amendment effective July 1, 2012.

**Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

**Entire Agreement**

Other than the publicly filed Agreement and its Amendments, CenturyLink and Verizon Wireless have no agreement or understanding, written or oral, relating to the terms and conditions for interconnection.

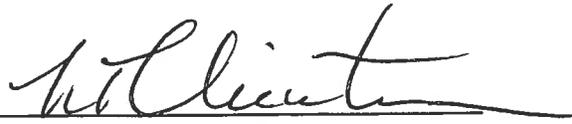
The Parties intending to be legally bound have executed this Amendment as of the Amendment Effective Date, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Cellco Partnership d/b/a Verizon Wireless**

**CenturyTel of Idaho, Inc. d/b/a CenturyLink**

**CenturyTel of the Gem State, Inc. d/b/a CenturyLink**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Walter L. Jones  
\_\_\_\_\_  
Name Printed/Typed

L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

Area Vice President – Network  
\_\_\_\_\_  
Title

Director – Wholesale Contracts  
\_\_\_\_\_  
Title

8/19/13  
\_\_\_\_\_  
Date

6/12/13  
\_\_\_\_\_  
Date

## Attachment 1

Notwithstanding anything set forth in the Agreement to the contrary, the following terms and provisions shall govern the exchange of Non-Access Telecommunications Traffic, as defined in the FCC Order, between the Parties.

### 1. General.

- 1.1. "Bill and Keep" shall have the meaning set forth in 47 C.F.R. § 51.713.
- 1.2. "Non-Access Telecommunications Traffic" shall have the meaning set forth in 47 C.F.R. § 51.701(b) that is originated or terminated as wireless traffic by Verizon Wireless' end user or end users of other wireless carriers roaming on Verizon Wireless' network.
- 1.3. Verizon Wireless agrees that it will only route traffic from Verizon Wireless' wireless end users, or end users of other wireless carriers roaming on Verizon Wireless' network, to CenturyLink for termination to CenturyLink end users or as Transit Traffic destined for a third party. CenturyLink agrees that it will only route traffic from its own landline end users, or end users of local exchange carriers or CMRS providers with switches that subtend CenturyLink's Tandem Switch, to Verizon Wireless for termination to Verizon Wireless' own wireless end users.
- 1.4. All other terms not otherwise defined in this Amendment are as defined in the Agreement.

### 2. Intercarrier Compensation.

- 2.1. Bill and Keep shall apply to the exchange of Non-Access Telecommunications Traffic, solely when such traffic terminates to the end users of one of the Parties, or end users of other wireless carriers roaming on Verizon Wireless' network. The End Office (2B) rate and the 2A/Indirect Rate set forth in Attachment 1 shall be \$0.00/MOU.
- 2.2. Notwithstanding anything in this Amendment or in the Agreement to the contrary, Bill and Keep shall not apply to CenturyLink's compensation for Transit Traffic. Transit Traffic service shall be subject to the Transit Rate set forth in Attachment 1 of the Agreement.

### 3. Tandem Management.

- 3.1. When Transit Traffic originated by a third party is routed through a CenturyLink Tandem to Verizon Wireless, and the third party is not legally obligated to compensate CenturyLink for the Transit Traffic provided in transporting the traffic to Verizon Wireless as a result of paragraph 999 of the FCC Order, then Verizon Wireless will either:
  - 3.1.1. Establish direct interconnection with such third party; or
  - 3.1.2. Pay the Transit Traffic charges for such traffic at the Transit Traffic rate set forth in the Agreement.

4. Price Sheet Revisions to Attachment 1 of the Agreement

CenturyLink ILEC Company Name	OCN	End Office (2B) Rate	2A / Indirect Rate	Mobile-Land Traffic Ratio	InterMTA Factor	Verizon Wireless originated Transit Traffic Rate	Third-party originated Transit Traffic Rate (as described in Section 3.1)
CenturyLink of Idaho	2225	Bill and Keep	Bill and Keep	70/30	1.0%	0.00475	0.00475
CenturyLink of the Gem State, Inc.	4437	Bill and Keep	Bill and Keep	70/30	1.0%	0.00475	0.00475

5. Reservation of Rights. Notwithstanding anything in this Amendment or in the Agreement to the contrary, and notwithstanding the execution of this Amendment by the Parties, if as a result of any effective and unstayed decision, order, reconsideration or determination of any judicial or regulatory authority with competent jurisdiction, any provisions in the FCC Order regarding the Bill-and-Keep arrangements for Non-Access Telecommunications Traffic are stayed, revised, modified, reversed or remanded, then the Parties agree to comply with all requirements of such applicable effective and unstayed decision, order, reconsideration or determination.