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IDaho PUBLIC  
UTILITIES COMMISSION

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June 16, 2003

**VIA HAND DELIVERY**

Jean Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
Boise, Idaho 83720-0074

**Re: Case No. QWE-T-00-7  
APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION  
AGREEMENT**

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation and McLeodUSA Telecommunications Services, Inc. is an original of the **Application for Approval of Amendment to the Interconnection Agreement**. The parties respectfully request that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Please contact me if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Very truly yours,

Mary S. Hobson

:blg  
Enclosure

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Lauraine Harding  
McLeodUSA Telecommunications Services, Inc.  
6500 C Street SW – Box 3177  
Cedar Rapids, IA 52406-3177  
Telephone: (319) 790-6480

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

JOINT APPLICATION OF QWEST  
CORPORATION AND MCLEODUSA  
TELECOMMUNICATIONS SERVICES, INC.  
FOR APPROVAL OF THE AMENDMENT TO  
AN INTERCONNECTION AGREEMENT FOR  
THE STATE OF IDAHO PURSUANT TO 47  
U.S.C. §252(e)

**CASE NO.: QWE-T-00-7**

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

Qwest Corporation (“Qwest”) and McLeodUSA Telecommunications Services, Inc. (“McLeod”) hereby jointly file this Application for Approval of Amendment to the Interconnection Agreement (“Amendment”), which was approved by the Idaho Public Utilities Commission on November 9, 2000 (the “Agreement”). A copy of the Amendment 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.

McLeod and Qwest respectfully submit this Amendment provides no basis for either of these findings, and, therefore jointly request 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. Expedient approval of this Amendment will enable McLeod to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

McLeod and Qwest further request 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. Expedient approval would further the public interest.

Respectfully submitted this 16<sup>th</sup> day of June, 2003.

**Qwest Corporation**



Mary S. Hobson  
Stoel Rives LLP, Attorneys for Qwest

and

Lauraine Harding  
McLeodUSA Telecommunications Services, Inc.

**CERTIFICATE OF SERVICE**

I hereby certify that on this 16<sup>th</sup> day of June, 2003, 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  
Boise, Idaho 83720-0074  
[jjewell@puc.state.id.us](mailto:jjewell@puc.state.id.us)

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  X   U. S. Mail  
       Overnight Delivery  
       Facsimile  
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\_\_\_\_\_  
Brandi L. Gearhart, PLS  
Legal Secretary to Mary S. Hobson  
Stoel Rives LLP

**Bill and Keep Amendment  
to the  
Interconnection Agreement  
between  
Qwest Corporation  
and  
McLeodUSA Telecommunications Services, Inc.  
for the State of Idaho**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and McLeodUSA Telecommunications Services, Inc. ("CLEC").

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Idaho, that was approved by the Idaho Public Utilities Commission on November 9, 2000 ("Agreement"); and

WHEREAS, the Parties entered into an Amendment No. 2 that was approved by the Commission on October 16, 2000 in which the Parties agreed not to bill each other for any rate element necessary for transporting or terminating local and Internet-related calls which originate and terminate in the same local calling area; and

WHEREAS, the bill and keep provisions of Amendment No. 2, as described above, terminated on December 31, 2002;

WHEREAS, the Parties have continued to treat reciprocal compensation as bill and keep on a month-to-month basis since December 31, 2002; and

WHEREAS, the Parties wish to amend the Agreement by extending the terms and conditions contained in Amendment No. 2.

**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:

**1. Amendment Terms**

Section (C)2.3.4.1.5, which was added to Part C, Section 2, Reciprocal Traffic Exchange, of the Agreement via Amendment No. 2, is hereby replaced in its entirety with the following:

(C)2.3.4.1.5 Other provisions of this Agreement to the contrary notwithstanding, and based upon the fact that the voice traffic exchanged between the Parties historically has been roughly balanced, neither Party shall charge the other for any rate element necessary for transporting or terminating local and ISP-bound traffic that originates and terminates in the same

local calling area. This provision shall continue on a month-to-month basis so long as the Parties continue to operate under this Agreement.

**2. Effective Date**

This Amendment shall be deemed effective upon Commission approval. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

**3. Amendments; Waivers**

The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

**4. Entire Agreement**

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, amendments, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

The Parties intending to be legally bound have executed this Amendment 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.

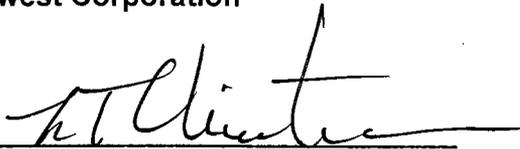
**McLeodUSA Telecommunications Services, Inc.**

  
\_\_\_\_\_  
Authorized Signature

David R. Corn  
Name Printed/Typed  
Vice President  
Title

8/29/03  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Authorized Signature

L. T. Christensen  
Name Printed/Typed  
Director - Business Policy  
Title

6/4/03  
Date