

CENTURYLINK
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Maura E. Peterson
Paralegal
Regulatory Law

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2014 MAY 30 PM 2: 23

IDAHO PUBLIC
UTILITIES COMMISSION



CenturyLink®

May 28, 2014

Via Overnight delivery

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

**Re: Case No.: QWE-T-01-27
Application for Approval of Amendment to
Interconnection Agreement**

Dear Ms. Jewell:

Enclosed for filing are an original and three (3) copies of the Application for Approval of the ICC Bill and Keep Amendment to the Wireless Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink") and T-Mobile USA Inc. fka VoiceStream Wireless Corporation for the State of Idaho. CenturyLink respectfully requests 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.

Sincerely,

A handwritten signature in blue ink, appearing to read "Maura E. Peterson".

Maura E. Peterson

MEP/jga

Enclosure

cc: Service List

Lisa A. Anderl (WSBA#13236)
CenturyLink
1600 7th Ave, Room 1506
Seattle, WA 98191
Telephone: (206) 398-2504
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lisa.anderl@centurylink.com

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IDAHO PUBLIC
UTILITIES COMMISSION

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**APPLICATION OF QWEST
CORPORATION dba CENTURYLINK QC
FOR APPROVAL OF AN AMENDMENT
TO INTERCONNECTION AGREEMENT
PURSUANT TO 47 U.S.C. §252(e)**

CASE NO.: QWE-T-01-27

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

Qwest Corporation dba CenturyLink QC hereby files this Application for Approval of Amendment to the Interconnection Agreement (“Amendment”) which was approved by the Idaho Public Utilities Commission on February 28, 2002 (the “Agreement”). The Amendment with T-Mobile USA Inc. fka VoiceStream Wireless Corporation (“T-Mobile”) 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 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 T-Mobile 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 28th day of May, 2014.

CENTURYLINK



Lisa A. Anderl
Attorney for **Qwest Corporation dba
CenturyLink QC**

CERTIFICATE OF SERVICE

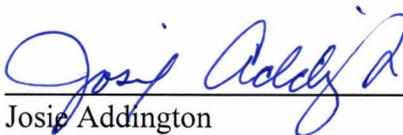
I hereby certify that on this 29th ~~28th~~ day of May, 2014, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

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

_____ Hand Delivery
_____ U. S. Mail
 XX Overnight Delivery
_____ Facsimile
_____ Email

Bryan Fleming
VP – Tech Systems & Bus Operations
T-Mobile USA Inc.
12920 SE 38th Street
Bellevue, Washington 98006-1350

_____ Hand Delivery
 XX U. S. Mail
_____ Overnight Delivery
_____ Facsimile
_____ Email



Josie Addington

**ICC Bill and Keep Amendment
to the Wireless Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
T-Mobile USA Inc. fka VoiceStream Wireless Corporation
for the State of Idaho**

This Amendment ("Amendment") is to the Wireless Interconnection Agreement by and between Qwest Corporation dba CenturyLink QC ("CenturyLink") and T-Mobile USA Inc. fka VoiceStream Wireless Corporation ("T-Mobile") (T-Mobile and CenturyLink are referenced together as the "Parties").

RECITALS

WHEREAS, the Parties or their predecessors in interest entered into an Interconnection Agreement ("Agreement") for service in the State of Idaho, that was approved by the Commission on February 28, 2002; and

WHEREAS, the Federal Communications Commission ("FCC") in Docket No. 01-92, *In the Matter of Developing a Unified Inter-carrier Compensation Regime*, has issued an order that changed the current state of applicable law with respect to, among other things, requirements surrounding the exchange of traffic between CMRS providers and LECs (collectively, the "FCC Orders" or "Orders"); and

WHEREAS, T-Mobile has requested to amend the Agreement based on the FCC Orders; and

WHEREAS, the Parties agree to amend the Agreement based on the FCC Orders 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, Attachment 1, and Exhibit A 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 Orders.

Effective Date

This Agreement shall become effective on the date of Commission approval; however, the Parties agree to implement the provisions of this Amendment effective July 1, 2012, pursuant to the FCC Order.

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, the Parties 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 dates set forth below, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**T-Mobile USA Inc. fka VoiceStream
Wireless Corporation**

DocuSigned by:
Bryan Fleming
277AE0A2E930495

Signature

Bryan Fleming
Name Printed/Typed

Vice President – Tech Systems & Bus
Operations

Title

4/21/2014

Date

Qwest Corporation dba CenturyLink QC

05E9FC68BD57454...
L T Christensen
DocuSigned By: L T Christensen

Signature

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts

Title

4/22/2014

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 Orders, 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. Consistent with 47 C.F.R. § 51.701(b), "Non-Access Telecommunications Traffic" means traffic that is originated or terminated as wireless traffic by T-Mobile's end user or end users of other wireless carriers roaming on T-Mobile's network.
- 1.3 T-Mobile agrees that it will only route traffic from T-Mobile's wireless end users, or end users of other wireless carriers roaming on T-Mobile's 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 T-Mobile for termination to T-Mobile's 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 T-Mobile's network. This compensation arrangement shall supersede any previous usage-based terminating charges of:
 - 2.1.1. End Office Switching, Tandem Switching and/or Common Transport charges, or equivalent charges denominated in a similar fashion, such as End Office Call Termination, Tandem Switched Transport, Tandem Transmission, and the like; or
 - 2.1.2. Any "FCC Opt-In Compensation" or equivalent charges assessed in accordance with the interim rates previously prescribed pursuant to the *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 and subsequent orders of the FCC.
- 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 Service. Transit Service shall be subject to the Transit Rate that existed prior to this Amendment, and any adjustment to reciprocal compensation rate element(s) that are assessed by a Party for terminating Non-Access Telecommunications Traffic pursuant to the Orders shall not apply for purposes of calculating the rate(s) to be charged by CenturyLink for providing a Transit Service.

3. Tandem Management.

3.1. When Transit Traffic originated by a third party is routed through a CenturyLink Tandem to T-Mobile, and the third party is not legally obligated to compensate CenturyLink for the Transit Service provided in transporting the traffic to T-Mobile as a result of paragraph 999 of the FCC Orders, then T-Mobile will either:

3.1.1. Establish direct interconnection with such third party; or

3.1.2. Pay the Transit Service charges for such traffic at the Transit Traffic rate set forth in the Agreement.

3.2. When CenturyLink bills T-Mobile under Section 3.1.2 above, CenturyLink shall provide sufficient detail for T-Mobile to verify the charges, and CenturyLink shall cooperate in providing any additional information requested by T-Mobile, including but not limited to call detail records, necessary to verify the accuracy of the charges.

4. Price Sheet Revisions. For purposes of reflecting the Bill and Keep arrangement in Section 2 above and the rates for third party originated Transit Service in accordance with Section 3.1 above, the Agreement is hereby amended by deleting in its entirety the schedule of rates and charges set forth in Part G of the Agreement (or in any other schedule, attachment or exhibit to the Agreement where the rates and charges under the Agreement are set forth), and replacing it with Exhibit A attached hereto. It is understood and agreed by the Parties that Exhibit A reflects the rates and charges which are currently being billed and paid by the Parties, except as the same have been modified by Section 2 and Section 3 above, and that neither Party will seek billing adjustments for past periods based upon the rates shown on the attached Exhibit A that have been historically charged and paid for the period up to and including the date of this Amendment, except for any billing adjustments which may be necessary or appropriate to give effect to Section 2 and Section 3.1 above as of the date this Amendment is implemented.

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 Orders 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.

**Wireless Type 2 Exhibit A
Idaho**

Amendment		Options		Bill and Keep			Notes		
				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
6.0	Interconnection								
6.1	Entrance Facilities								
	6.1.1	DS1		\$103.61		\$208.34	A		A
	6.1.2	DS3		\$524.42		\$277.73	A		A
6.2	EICT								
	6.2.1	Per DS1		\$0.00		\$0.00	A		A
	6.2.2	Per DS3		\$0.00		\$0.00	B		B
6.3	Direct Trunked Transport								
	6.3.1	DS0 (Recurring Fixed & per Mile)					A		A
		6.3.1.1	Over 0 to 8 Miles	\$24.67	\$0.29		A		A
		6.3.1.2	Over 8 to 25 Miles	\$24.69	\$0.23		A		A
		6.3.1.3	Over 25 to 50 Miles	\$24.86	\$0.15		A		A
		6.3.1.4	Over 50 Miles	\$24.69	\$0.05		A		A
	6.3.2	DS1 (Recurring Fixed & per Mile)					A		A
		6.3.2.1	Over 0 to 8 Miles	\$37.35	\$1.25		A		A
		6.3.2.2	Over 8 to 25 Miles	\$37.35	\$1.82		A		A
		6.3.2.3	Over 25 to 50 Miles	\$37.35	\$1.89		A		A
		6.3.2.4	Over 50 Miles	\$37.35	\$1.90		A		A
	6.3.3	DS3 (Recurring Fixed & per Mile)					A		A
		6.3.3.1	Over 0 to 8 Miles	\$257.18	\$19.48		A		A
		6.3.3.2	Over 8 to 25 Miles	\$260.49	\$24.24		A		A
		6.3.3.3	Over 25 to 50 Miles	\$260.77	\$26.43		A		A
		6.3.3.4	Over 50 Miles	\$259.32	\$26.35		A		A
6.4	Multiplexing								
	6.4.1	DS1 to DS0		\$263.86		\$193.30	A		A
	6.4.2	DS3 to DS1		\$304.22		\$193.30	A		A
6.5	Trunk Nonrecurring Charges								
	6.5.1	DS1 Interface							
		6.5.1.1	First Trunk			\$229.40			A
		6.5.1.2	Each Additional Trunk			\$5.46			A
	6.5.2	DS3 Interface							
		6.5.2.1	First Trunk			\$235.71			A
		6.5.2.2	Each Additional Trunk			\$11.78			A
	6.5.3	Trunk Routing Change, per Type 2 Trunk Group							
		6.5.3.1	2A Direct Final to Alternate Final			\$74.61			1
		6.5.3.2	Type 2 Routing Translation Change			\$74.61			1
6.6	Ancillary Trunks								
	6.6.1	One-Way Out Only, Ancillary Trunks, per Trunk							
		6.6.1.1	Idaho - North	\$20.69		\$43.00			
		6.6.1.2	Idaho - South						
		6.6.1.2.1	Zone 1	\$11.50		\$117.50			
		6.6.1.2.2	Zone 2	\$17.51		\$117.50			
		6.6.1.2.3	Zone 3	\$12.63		\$117.50			
6.7	Intentionally Left Blank								
6.8	Intentionally Left Blank								
6.9	Miscellaneous Charges								
	6.9.1	Cancellation Charge				CenturyLink QC's Idaho Access Service Catalog			
	6.9.2	Expedite Charge				CenturyLink QC's Idaho Access Service Catalog			
	6.9.3	Additional Testing				CenturyLink QC's Idaho Access Service Catalog			
6.10	Transit Traffic								
	6.10.1	Local Transit (Assumed Mileage = 7 Miles) , per Minute of Use		\$0.0014033			A & #		
	6.10.2	IntraLATA Toll Transit, Per Minute of Use		\$0.002857			1		
	6.10.3	Third Party Originated Local Transit Traffic (Assumed Mileage = 7 Miles), Per Minute of Use		\$0.0014033			A, # & C		
	6.10.4	Third Party Originated IntraLATA Toll Transit, Per Minute of Use		\$0.002857			1 & C		
6.11	Jointly Provided Switched Access Services								

**Wireless Type 2 Exhibit A
Idaho**

				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
	6.11.1	Mechanized Access Records, per Record		\$0.0014877			B		
6.12	InterMTA Traffic			CenturyLink QC's FCC Switched Access Tariff					
6.13	InterMTA Traffic			CenturyLink QC's FCC Switched Access Tariff					
	6.12.2	Percentage of L-M InterMTA Usage		5%					
6.13	Percent Local Usage Factors								
	6.13.1	PLU		23.50%					
7.0	Intentionally Left Blank								
8.0	Intentionally Left Blank								
9.0	Ancillary Services								
9.1	Local Number Portability								
	9.1.1	LNP Queries		See FCC Tariff #1 Section 13 & 20		See FCC Tariff #1 Section 13 & 20			
	9.1.2	LNP Managed Cuts							
		9.1.2.1	Standard Managed Cuts, per Person, per Half Hour			\$26.57			A
		9.1.2.2	Overtime Managed Cuts, per Person, per Half Hour			\$34.38			A
		9.1.2.3	Premium Managed Cuts, per Person, per Half Hour			\$42.21			A
	9.2	911 / E911		No Charge		No Charge			
	9.3	Intentionally Left Blank							
	9.4	Access to Poles, Ducts, Conduits and Rights of Way (ROW)							
	9.4.1	Pole Inquiry Fee, per Inquiry				\$341.63			1
	9.4.2	Innerduct Inquiry Fee, per Inquiry				\$233.51			1
	9.4.3	ROW Inquiry Fee, per Inquiry				\$378.87			1
	9.4.4	ROW Document Preparation Fee				\$122.91			1
	9.4.5	Field Verification Fee, per Pole				\$20.48			1
	9.4.6	Field Verification Fee, per Manhole				\$190.89			1
	9.4.7	Planner Verification, per Manhole				\$16.52			1
	9.4.8	Manhole Verification Inspector, per Manhole				\$92.18			1
	9.4.9	Manhole Make-Ready Inspector, per Manhole				\$245.82			1
	9.4.10	Intentionally Left Blank							
	9.4.11	Pole Attachment Fee, per Foot, per Year		\$2.77			A		
	9.4.12	Innerduct							
		9.4.12.1	Intentionally Left Blank						
		9.4.12.2	Innerduct Occupancy Fee, per Foot, per Year	\$0.31			4		
	9.4.13	Access Agreement Consideration				\$10.00			A
	9.4.14	Make Ready				ICB			3
10.0	Intentionally Left Blank								
11.0	Access to Operational Support Systems (OSS)								
	11.1	Development and Enhancements, per Order				\$5.00			A
	11.2	Ongoing Operations, per Order				\$1.40			A
12.0	Maintenance and Repair								
	12.1	Trouble Isolation							
	12.1.1	Maintenance of Service for non-Qwest Trouble, per Half Hour or fraction thereof							
		12.1.1.1	Maintenance of Service - Basic			\$28.86			A
		12.1.1.2	Maintenance of Service - Overtime			\$38.55			A
		12.1.1.3	Maintenance of Service - Premium			\$48.25			A
	12.1.2	Dispatch for non-Qwest Trouble				\$87.98			A
13.0	Intentionally Left Blank								
14.0	Intentionally Left Blank								
15.0	Intentionally Left Blank								
16.0	Bona Fide Request Process								
	16.1	Processing Fee				\$1,851.86			A
17.0	Intentionally Left Blank								
18.0	Intentionally Left Blank								

**Wireless Type 2 Exhibit A
Idaho**

		Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
19.0	Construction Charges	ICB		ICB	3		3
NOTES:							
*	Unless otherwise indicated, all rates are pursuant to Idaho Public Utilities Commission Dockets:						
A	Cost Docket QWE-T-01-11, Order No. 29408 (January 5, 2004) rates effective January 5, 2004.						
B	Cost Docket QWE-T-01-11, Order No. 29408 (January 5, 2004) rates effective January 5, 2004						
C	FCC Docket No. 01-92 Effective 12-29-11						
#	Voluntary Rate Reduction Docket USW-T-00-3, effective 6/10/02. Reductions reflected in the 5/24/02 Exhibit A.						
###	Third Voluntary Rate Reduction Docket USW-T-00-3, effective 12/16/02, Reductions reflected in the 10/16/02 Exhibit A.						
1	Rates not addressed in cost docket (TELRIC-based costs where required.)						
2	Market-based rates.						
3	ICB, Individual Case Basis pricing.						
4	Rates per FCC Guidelines						
5	Rate Agreed upon in 271 workshops.						
6	The provision of transiting services is not required pursuant to Section 251 of the Telecommunications Act. Qwest has chosen to offer this service as part of its interconnection agreement but this service is not required to be priced according to a TELRIC methodology.						