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IDAHO PUBLIC
UTILITIES COMMISSION

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MARY S. HOBSON
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June 9, 2003

NEW CASE

VIA HAND DELIVERY

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

Re: Case No. QWE-T-03-13
**APPLICATION FOR APPROVAL OF THE ADOPTION OF
INTERCONNECTION AGREEMENT AND AMENDMENT**

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation and Lightyear Communications, Inc. is an original of the **Application for Approval of Adoption of the Interconnection Agreement and Amendment**. 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

Mary S. Hobson (ISB# 2142)
Stoel Rives LLP
101 South Capitol Boulevard – Suite 1900
Boise, ID 83702
Telephone: (208) 389-9000
Facsimile: (208) 389-9040
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NEW CASE

Interconnection Manager
Cingular Wireless
5565 Glenridge Connector – Suite 1520
Atlanta, GA 30342

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

JOINT APPLICATION OF QWEST
CORPORATION AND PACIFIC BELL
WIRELESS NORTHWEST, LLC dba
CINGULAR WIRELESS FOR APPROVAL OF
THE INTERCONNECTION AGREEMENT
FOR THE STATE OF IDAHO PURSUANT TO
47 U.S.C. §252(E)

CASE NO.: QWE-T-03-13

**APPLICATION FOR APPROVAL OF THE
ADOPTION OF INTERCONNECTION
AGREEMENT AND AMENDMENT**

Qwest Corporation (“Qwest”) and Pacific Bell Wireless Northwest, LLC dba Cingular Wireless (“Cingular”) hereby jointly file this Application for Approval of Interconnection Agreement and Amendment (“Agreement”). A copy of this Agreement is submitted herewith.

This Agreement 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 agreement reached through voluntary negotiations only if the Commission finds that: the agreement (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an agreement (or portion) is not consistent with the public interest, convenience and necessity.

Cingular and Qwest respectfully submit that this Agreement provides no basis for either of these findings, and, therefore jointly request that the Commission approve this Agreement

expeditiously. This Agreement 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 Agreement will enable Cingular to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

Cingular and Qwest further request that the Commission approve this Agreement without a hearing. Because this Agreement 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 9th day of June, 2003.

Qwest Corporation



Mary S. Hobson
Stoel Rives LLP, Attorneys for Qwest

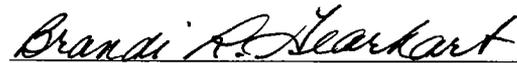
and

Pacific Bell Wireless Northwest, LLC
dba Cingular Wireless

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of June, 2003, I served the foregoing **APPLICATION FOR APPROVAL OF ADOPTION OF INTERCONNECTION AGREEMENT AND AMENDMENT** 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	<input checked="" type="checkbox"/> Hand Delivery <input type="checkbox"/> U. S. Mail <input type="checkbox"/> Overnight Delivery <input type="checkbox"/> Facsimile <input type="checkbox"/> Email
Interconnection Manager Cingular Wireless 5565 Glenridge Connector – Suite 1520 Atlanta, GA 30342	<input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> U. S. Mail <input type="checkbox"/> Overnight Delivery <input type="checkbox"/> Facsimile <input type="checkbox"/> Email
Legal – Interconnection Cingular Wireless 5565 Glenridge Connector – Suite 1700 Atlanta, GA 30342	<input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> U. S. Mail <input type="checkbox"/> Overnight Delivery <input type="checkbox"/> Facsimile <input type="checkbox"/> Email
Luba Hromyk Qwest Communications International Inc. 7800 East Orchard Road – Suite 250 Englewood, CO 80111 Telephone: (303) 793-6607 Facsimile: (303) 793-6633 Email: lhromyk@qwest.com	<input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> U. S. Mail <input type="checkbox"/> Overnight Delivery <input type="checkbox"/> Facsimile <input type="checkbox"/> Email
Qwest Corporation Director Interconnection Compliance 1801 California Street – Room 2410 Denver, CO 80202	<input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> U. S. Mail <input type="checkbox"/> Overnight Delivery <input type="checkbox"/> Facsimile <input type="checkbox"/> Email
General Counsel – Interconnection Qwest Corporation Law Department 1801 California Street – 49 th Floor Denver, CO 80202	<input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> U. S. Mail <input type="checkbox"/> Overnight Delivery <input type="checkbox"/> Facsimile <input type="checkbox"/> Email



Brandi L. Gearhart, PLS
Legal Secretary to Mary S. Hobson
Stoel Rives LLP

April 18, 2003

Michael VanWeelden
Pacific Bell Wireless Northwest, LLC d/b/a Cingular Wireless
5565 Glenridge Connector, Suite 1520
Atlanta, GA 30342

Dear Mr. VanWeelden:

We have received your request that, under Section 252(i) of the Telecommunications Act of 1996, Pacific Bell Wireless Northwest, LLC d/b/a Cingular Wireless ("Cingular"), a Wireless Service Provider, wishes to "Pick and Choose" in its entirety, the terms of the Interconnection Agreement and any associated amendments, if applicable, ("Agreement") between Sprint Spectrum L.P. and Qwest Corporation fka U S WEST Communications, Inc. ("Qwest") that was approved by the Commission on November 27, 2002 as an effective agreement in the State of Idaho. Pacific Bell Wireless Northwest, LLC d/b/a Cingular Wireless is a limited liability company in the state of Delaware. We understand you have a copy of the wireless agreement.

With respect to the aforementioned Agreement, Qwest and Cingular ("the Parties") understand and agree:

1. The Parties shall request the Commission to expedite its review and approval of this Agreement. This Agreement shall become effective upon such approval.
2. Notwithstanding the mutual commitments set forth herein, the Qwest is entering into this Agreement without prejudice to any positions it has taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters, including those relating to the types of arrangements contained in this Agreement. During the proceeding in which the Commission is to review and approve the Agreement, Qwest may point out that it has objected, and continues to object, to the inclusion of the terms and conditions to which it objected in the proceedings involving the approval of the Underlying Agreement.
3. Cingular adopts the terms and conditions of the Sprint Spectrum L.P. Agreement for interconnection with Qwest and in applying the terms and conditions, agrees that Cingular be substituted in place of "Sprint Spectrum L.P." throughout the Agreement wherever the latter appears.
4. Qwest requests that notice to Qwest Corporation as may be required under the Agreement shall be provided as follows:

To: Qwest Corporation
Director Interconnection Compliance
1801 California Street, Room 2410
Denver, CO 80202

With copy to:
Qwest Corporation Law Department
Attention: General Counsel, Interconnection
1801 California Street, 49th Floor
Denver, CO 80202

Cingular requests that notice to Cingular as may be required under the Agreement shall be provided as follows:

To:
Cingular Wireless
Attn: Interconnection Manager
5565 Glenridge Connector
Suite 1520
Atlanta, GA 30342

With copy to:
Cingular Wireless
Attn: Legal - Interconnection
5565 Glenridge Connector
Suite 1700
Atlanta, GA 30342

Cingular represents and warrants that it is licensed by the Federal Communications Commission (FCC) as a Commercial Mobile Radio Service (CMRS) provider and that this Agreement will cover services in that state of Idaho only.

Please sign all three original copies of this letter, and overnight them by July 18, 2003 to:

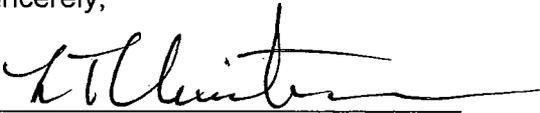
Qwest Corporation
Manager of Interconnection
1801 California St, Suite 2410
Denver, CO 80202
Phone: 303-965-3029

After July 18, 2003 Qwest may rescind its willingness to consider the Agreement's terms and conditions.

Please note that Qwest will file this letter with the appropriate state commission for approval; however, some state commissions may not approve the letter until all commission rules governing the submission of interconnection agreements are met. You may want to contact the appropriate state commission to determine the requisite filing guidelines.

Sincerely,

Date



5/20/03

Qwest Corporation
L.T. Christensen
Director – Business Policy
1801 California Street, Suite 24th Floor
Denver, Colorado 80202

I agree to all terms and conditions contained in this letter as indicated by my signature below:

Pacific Bell Wireless Northwest, LLC
d/b/a Cingular Wireless



Signature

Michael VanWeelden

Name

Director – Wholesale Services

Title

5-20-03

Date



**Amendment to the Interconnection Agreement
Between
Pacific Bell Wireless Northwest, LLC d/b/a Cingular Wireless
and
Qwest Corporation f.k.a U S WEST Communications, Inc.
For the State of Idaho**

This Amendment ("Amendment") is made and entered into by and between Pacific Bell Wireless Northwest, LLC d/b/a Cingular Wireless ("Cingular") and Qwest Corporation, f.k.a. U S WEST Communications, Inc. ("Qwest").

RECITALS

WHEREAS, Cingular and Qwest entered into an Interconnection Agreement for service in the state of Idaho ("Agreement"); and

WHEREAS, Cingular and Qwest desire to amend the Agreement by adding 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:

1. Amendment Terms.

This Amendment is made in order to modify the terms of Section (B)2.3.5.1, End Office and Tandem Switched Transport, to read as follows:

"(B)2.3.5.1 End Office and Tandem Switched Transport

(B)2.3.5.1.1 The Parties agree that, because this state is a new market for the Cingular, end office Call Termination and tandem switched transport compensation for Exchange Service (EAS/Local) traffic shall be based upon the bill and keep compensation mechanism, whereby neither Party charges the other Party reciprocal compensation for the termination of EAS/Local traffic originated by the other Party. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this state until the earlier of: (1) the expiration of this agreement, or (2) further action by the Federal Communications Commission, or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001)."

Neither Party shall lose any of its rights from the original contract by entering into this Amendment.

2. Effective Date.

This Amendment shall be deemed effective upon the Idaho State Commission approval, however, the Parties may agree to implement the provisions of this Amendment upon execution.

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.

Pacific Bell Wireless Northwest, LLC

Qwest Corporation

Michael f. VanWeelden
Authorized Signature

L. T. Christensen
Authorized Signature

Michael VanWeelden
Name Printed/Typed

L. T. Christensen
Name Printed/Typed

Director – Wholesale Services
Title

Director - Business Development
Title

5-9-03
Date

5/30/03
Date

*OK
Cable*