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IDAHO PUBLIC  
UTILITIES COMMISSION

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December 16, 2005

MARY S. HOBSON  
Direct (208) 387-4277  
mshobson@stoel.com

**VIA HAND 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-05-3  
APPLICATION FOR APPROVAL OF AMENDMENT TO THE  
INTERCONNECTION AGREEMENT  
VCI Company**

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation is an original and three (3) copies of the **Application for Approval of Amendment to the Interconnection Agreement**. Qwest 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.

Very truly yours,

  
Mary S. Hobson

:blm  
Enclosure  
cc: Service List

Mary S. Hobson (ISB# 2142)  
Stoel Rives LLP  
101 South Capitol Boulevard – Suite 1900  
Boise, ID 83702  
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**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

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

**CASE NO.: QWE-T-05-3**

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

Qwest Corporation (“Qwest”) hereby files this Application for Approval of Amendment to the Interconnection Agreement (“Amendment”), which was approved by the Idaho Public Utilities Commission on May 5, 2005 (the “Agreement”). The Amendment with VCI Company (“VCI”) 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.

Qwest 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 VCI to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

Qwest 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 16<sup>th</sup> day of December, 2005.

**Qwest Corporation**



Mary S. Hobson  
Stoel Rives LLP, Attorneys for Qwest

**CERTIFICATE OF SERVICE**

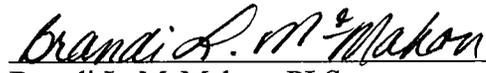
I hereby certify that on this 16<sup>th</sup> day of December, 2005, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

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

Malia Tasi  
VCI Company  
3875 Steilacoom Boulevard – SW #A  
Lakewood, WA 98499  
Telephone: (206) 310 6458  
Facsimile: (253) 475-6328  
[provisioning@vcicompany.com](mailto:provisioning@vcicompany.com)

Hand Delivery  
 U. S. Mail  
 Overnight Delivery  
 Facsimile  
 Email

  
\_\_\_\_\_  
Brandi L. McMahan, PLS  
Legal Secretary to Mary S. Hobson  
Stoel Rives LLP

**Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
VCI Company  
for the State of Idaho**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and VCI Company ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of Idaho which was approved by the Idaho Public Utilities Commission ("Commission"); and

WHEREAS, the Parties wish to amend the Agreement further under 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 deleting the following sentences from Section 5.4.5 of the Agreement:

"Repeatedly delinquent" means any payment received thirty (30) calendar Days or more after the payment Due Date, three (3) or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1<sup>st</sup> three (3) months for all services.

and replacing them with the following:

"Repeatedly delinquent" means any payment received fifteen (15) calendar Days or more after the payment Due Date, three (3) or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the most recent three (3) months for all services.

**Effective Date**

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

**Amendment Waivers**

The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement 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.

**Entire Agreement**

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

**VCI Company**

Signature

Stan Efferding

Name Printed/Typed

Secretary/Treasurer

Title

November 23, 2005

Date

**Qwest Corporation**

Signature

L.T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

Date