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Paralegal  
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IDAHO PUBLIC  
UTILITIES COMMISSION



CenturyLink™

*Via Overnight delivery*

April 30, 2013

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

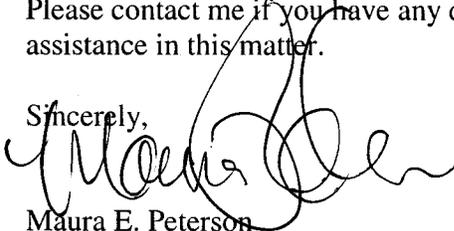
Re: Case No. QWE-T-11-03  
Application for Approval of Amendment to the Interconnection Agreement

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation d/b/a CenturyLink QC is an original and three (3) copies of the Application for Approval of Amendment to the Interconnection Agreement in the above-referenced docket. 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,

  
Maura E. Peterson

mep  
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@qwest.com

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IDAHO PUBLIC  
UTILITIES COMMISSION

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

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

**CASE NO.: QWE-T-11-03**

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

Qwest Corporation d/b/a CenturyLink QC ("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").

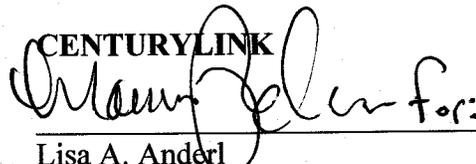
Section 252(e)(2) of the Act directs that a state Commission may reject an amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation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

CenturyLink respectfully submits 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. Expedient approval would further the public interest.

Respectfully submitted this 30<sup>th</sup> day of April, 2013.

CENTURYLINK  
  
\_\_\_\_\_  
Lisa A. Anderl  
Attorney for Qwest

**CERTIFICATE OF SERVICE**

I hereby certify that on this \_\_\_ day of April 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
- X  Overnight Delivery
- \_\_\_ Facsimile
- \_\_\_ Email

Walker L. Jones, Jr.  
Verizon Wireless

- X  email
- \_\_\_ U. S. Mail
- \_\_\_ Overnight Delivery
- \_\_\_ Facsimile



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Maura Peterson  
CenturyLink

**ICC Amendment No. 1  
to the Interconnection Agreement  
between**

**Qwest Corporation dba CenturyLink QC**

**and**

**Verizon Wireless**

**For the state of Idaho**

This Amendment No. 1 ("Amendment") is to the Type 2 Wireless Interconnection Agreement (ICA) between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and the Verizon Wireless entities listed on the Signature Page of this Amendment ("VZW") (collectively, the "Parties").

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement for service in the State of Idaho that was approved by the Commission on March 4, 2011; and

WHEREAS, the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing an Unified Intercarrier Compensation Regime*, issued an order that affects the Parties rights and obligations with respect to the exchange of traffic between WSP providers and LECs effective December 29, 2011 ("FCC Order" or "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 Attachment 1 attached hereto and incorporated herein by this reference and eliminates Exhibit J, if applicable.

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

**Effective Date**

This Amendment has an Effective Date of 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 VZW 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.

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

**Cellular Inc. Financial Corp. d/b/a Verizon Wireless**

**Idaho RSA No. 2 Limited Partnership d/b/a Verizon Wireless  
By Verizon Wireless (VAW) LLC, Its General Manager**

**Idaho RSA 3 Limited Partnership d/b/a Verizon Wireless  
By Verizon Wireless (VAW) LLC, Its General Manager**

**Idaho 6-Clark Limited Partnership d/b/a Verizon Wireless  
By CommNet Cellular Inc., Its Managing Agent**

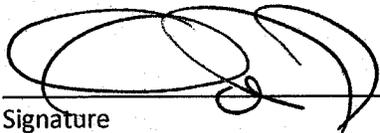
**RCC Minnesota, Inc.**

**Verizon Wireless (VAW) LLC  
d/b/a Verizon Wireless**

**WWC Holding Co., Inc. d/b/a Verizon Wireless**

**WWC License LLC d/b/a Verizon Wireless  
By Alltel Communications, LLC, Its Sole Member**

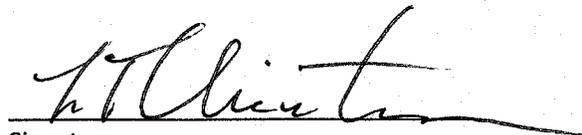
**Qwest Corporation dba CenturyLink QC**

  
\_\_\_\_\_  
Signature

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

Area Vice President - Network  
\_\_\_\_\_  
Title

3/28/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

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

Director - Wholesale Contracts  
\_\_\_\_\_  
Title

4/15/13  
\_\_\_\_\_  
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 Order, between the Parties.

1. VZW agrees that it will only route traffic from its own wireless End User Customers to CenturyLink for termination to CenturyLink End User Customers or as Transit Traffic destined for a third party. In the event VZW routes any traffic from third parties to CenturyLink in violation of this paragraph, CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at the rate that is then applicable to intrastate access traffic.
2. Tandem Management.
  - 2.1. When Transit Traffic originated by a third party is routed through a CenturyLink Tandem to VZW, and the third party is not legally obligated to compensate CenturyLink for the Transit Service provided in transporting the traffic to VZW as a result of paragraph 999 of the FCC Order, then VZW will either:
    - 2.1.1. Establish direct interconnection with such third party; or
    - 2.1.2. Pay CenturyLink the Transit charges for such traffic at the Transit rates identified in the underlying Agreement.
  - 2.2. Transit Service is provided by CenturyLink, as a local and Access Tandem Switch provider to VZW to enable the completion of calls originated by or terminated to end users of another Telecommunications Carrier which is connected to CenturyLink's Switches.
  - 2.3. The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company. The Parties agree that they have an obligation, and will use all reasonable efforts, to enter into traffic exchange agreements with third party Telecommunications Carriers prior to delivering traffic to be transited to third party Telecommunications Carriers. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic exchange agreement, then the originating Party will indemnify, defend and hold harmless the second Party against any and all charges levied by such third party Telecommunications Carrier, including any termination charges related to such traffic and any reasonable attorneys fees and expenses.
3. 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 decision, order, reconsideration or determination of any judicial or regulatory authority with competent jurisdiction, any provisions in the FCC Order are stayed, revised, modified, reversed, remanded or vacated, then the Parties agree to comply with all requirements of such applicable effective decision, order, reconsideration or determination.