

CENTURYLINK
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Seattle, Washington 98191
(206) 733-5178

Maura E. Reynolds
Paralegal
Regulatory Law

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2015 FEB -6 PM 2: 24
IDAHO PUBLIC
UTILITIES COMMISSION



February 5, 2015

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.: USW-T-00-18
Application for Approval of Amendment to
Interconnection Agreement

Dear Ms. Jewell:

Enclosed for filing are an original and two (2) copies of the Name Change and ICC Bill and Keep Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and New Cingular Wireless PCS, LLC (fka Edge Wireless LLC) 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 that reads "Maura Reynolds".

Maura E. Reynolds

MER/jga
Enclosure
cc: Service List

Lisa A. Anderl (WSBA#13236)
CenturyLink
1600 7th Ave, Room 1506
Seattle, WA 98191
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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**APPLICATION OF QWEST
CORPORATION dba CENTURYLINK QC
FOR APPROVAL OF AN AMENDMENT
TO INTERCONNECTION AGREEMENT
WITH NEW CINGULAR WIRELESS PCS,
LLC (fka EDGE WIRELESS LLC)
PURSUANT TO 47 U.S.C. §252(e)**

CASE NO.: USW-T-00-18

**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 August 25, 2000 (the “Agreement”). The Amendment with New Cingular Wireless PCS, LLC (“New Cingular”) 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 New Cingular 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 5th day of February, 2015.

CENTURYLINK



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

CERTIFICATE OF SERVICE

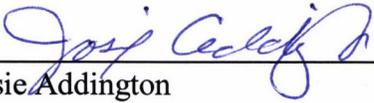
I hereby certify that on this 5th day of February, 2015, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

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
 Overnight Delivery
 Facsimile
 Email

David Handal
Director Financial Analysis
New Cingular Wireless PCS, LLC
7537 166th Avenue NE
Redmond, Washington 98052

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email



Josie Addington

**Name Change and ICC Bill and Keep Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
New Cingular Wireless PCS, LLC
(fka Edge Wireless LLC)
for the State of Idaho**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and New Cingular Wireless PCS, LLC and its Commercial Mobile Radio Service affiliates, d/b/a ATT Mobility (fka Edge Wireless LLC) for the State of Idaho ("WSP") (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; and

WHEREAS, New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service affiliates, d/b/a AT&T Mobility are the successors in interest to Edge Wireless LLC (fka NewCom Wireless LLC); 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 12/29/2011 ("FCC Order" or "Order"); and

WHEREAS, WSP has requested to amend the Agreement based on the Commission FCC 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 the following name change, terms and conditions, and rates as set forth in Attachment 1 and Exhibit A attached hereto and incorporated herein by this reference and supersedes any conflicting language around Reciprocal Compensation for usage in Part (B) 2 of the Agreement;

The Agreement is amended to reflect the name change from Edge Wireless LLC (fka NewCom Wireless LLC) to New Cingular Wireless PCS, LLC.

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

Effective Date

On November 21, 2014, WSP requested to negotiate changes to its Agreement due to changes in law affecting reciprocal compensation. The Parties agree to implement the provisions of this Amendment effective November 21, 2014.

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 WSP 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.

**New Cingular Wireless PCS, LLC,
and its Commercial Mobile Radio
Service affiliates, d/b/a AT&T Mobility**

Qwest Corporation dba CenturyLink QC

DocuSigned by:
David Handal
82FE6217C408460

Signature

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

Signature

David Handal
Name Printed/Typed

L. T. Christensen
Name Printed/Typed

Director Financial Analysis
Title

Director – Wholesale Contracts
Title

1/29/2015
Date

1/30/2015
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. General

- 1.1 Bill and Keep shall mean the originating Party has no obligation to pay terminating charges to the terminating Party.
- 1.2 Non-Access Telecommunications Traffic shall have the meaning set forth in 47 CFR §51.701(b) that is originated or terminated as wireless traffic by WSP's end user.
- 1.3 All other terms not otherwise defined in this Amendment are as defined in the ICA.

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 User Customers of one of the Parties. This compensation arrangement shall supersede any previous usage-based terminating charges for End Office Call Termination, Tandem Switched Transport, Tandem Transmission charges and/or FCC – ISP Rate Caps listed in Exhibit A of the ICA.
- 2.2 Notwithstanding anything in this Amendment or in the Agreement to the contrary, Bill and Keep shall not apply to the right of CenturyLink to be compensated for Transit Traffic that transits a CenturyLink Tandem. Such Transit Traffic shall be at the same rates 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 Order shall not apply for purposes of calculating the rate(s) to be charged by CenturyLink for providing a Transit Service.

3. WSP 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 WSP 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.

4. Tandem Management.

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

- 4.1.1. Establish direct interconnection with such third party; or

- 4.1.2. Pay the Transit charges for such traffic.
 - 4.2 Transit Service is provided by CenturyLink, as a local and Access Tandem Switch provider to the WSP to enable the completion of calls originated by or terminated to end users of another Telecommunications Carrier which is connected to CenturyLink's Switches.
 - 4.3 The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company. The Parties agree 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 attorneys fees and expenses.
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, CenturyLink reserves the absolute right to charge and collect any compensation that it would otherwise have been entitled to in the absence of the FCC Order or this Amendment, and this Amendment shall immediately become void *ab initio*, if the application of the Bill and Keep compensation framework within the FCC Order is in any way stayed or modified or subsequently determined by the FCC or a court of competent jurisdiction to be discriminatory, unfair, or otherwise improper, unlawful, unenforceable, without adequate legal support or inapplicable.

**Edge Wireless LLC (fka NewCom Wireless LLC)
Wireless Type 2 Exhibit A
Idaho**

Select the appropriate type of contract below. For cost docket changes, leave blank:		Select Traffic Type Options	EAS / Local Traffic Reciprocal Compensation Election			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	B		B
	6.1.2	DS3	\$524.42		\$277.73	B		B
6.2	Intentionally Left Blank							
6.3	Direct Trunked Transport							
	6.3.1	DS0 (Recurring Fixed & per Mile)				B		B
		6.3.1.1 Over 0 to 8 Miles	\$24.67	\$0.29		B		B
		6.3.1.2 Over 8 to 25 Miles	\$24.69	\$0.23		B		B
		6.3.1.3 Over 25 to 50 Miles	\$24.86	\$0.15		B		B
		6.3.1.4 Over 50 Miles	\$24.69	\$0.05		B		B
	6.3.2	DS1 (Recurring Fixed & per Mile)						
		6.3.2.1 Over 0 to 8 Miles	\$37.35	\$1.25		B		B
		6.3.2.2 Over 8 to 25 Miles	\$37.35	\$1.82		B		B
		6.3.2.3 Over 25 to 50 Miles	\$37.35	\$1.89		B		B
		6.3.2.4 Over 50 Miles	\$37.35	\$1.90		B		B
	6.3.3	DS3 (Recurring Fixed & per Mile)						
		6.3.3.1 Over 0 to 8 Miles	\$257.18	\$19.48		B		B
		6.3.3.2 Over 8 to 25 Miles	\$260.49	\$24.24		B		B
		6.3.3.3 Over 25 to 50 Miles	\$260.77	\$26.43		B		B
		6.3.3.4 Over 50 Miles	\$259.32	\$26.35		B		B
6.4	Multiplexing							
	6.4.1	DS1 to DS0	\$263.86		\$193.30	B		B
	6.4.2	DS3 to DS1	\$304.22		\$193.30	B		B
6.5	Trunk Nonrecurring Charges							
	6.5.1	Intentionally Left Blank						
	6.5.2	DS1 Interface						
		6.5.2.1 First Trunk			\$229.40			B
		6.5.2.2 Each Additional Trunk			\$5.46			B
	6.5.3	DS3 Interface						
		6.5.3.1 First Trunk			\$235.71			B
		6.5.3.2 Each Additional Trunk			\$11.78			B
	6.5.4	Intentionally Left Blank						
	6.5.5	Trunk Rearrangement						
		6.5.5.1 Analog 2-Wire / 4-Wire, per Trunk						
		6.5.5.1.1 1-Way MF to 1-Way SS7			\$27.85			
		6.5.5.1.2 2-Way MF to 2-Way SS7			\$27.85			
		6.5.5.1.3 1-Way MF to 2-Way SS7			\$31.84			
		6.5.5.1.4 2-Way MF to 1-Way SS7			\$31.84			
		6.5.5.2 Digital, per Trunk						
		6.5.5.2.1 1-Way MF to 1-Way SS7			\$23.83			
		6.5.5.2.2 2-Way MF to 2-Way SS7			\$23.83			
		6.5.5.2.3 1-Way MF to 2-Way SS7			\$27.79			
		6.5.5.2.4 2-Way MF to 1-Way SS7			\$27.79			
6.6	Intentionally Left Blank							
6.7	Intentionally Left Blank							
6.8	Intentionally Left Blank							
6.9	Intentionally Left Blank							
6.10	Transit Traffic							
	6.10.1	Local Transit (Assumed Mileage = 7 Miles) , per Minute of Use	\$0.0014033			B & #		
	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			B, # & C		
	6.10.4	Third Party Originated IntraLATA Toll Transit, Per Minute of Use	\$0.002857			1 & C		
6.11	Intentionally Left Blank							
6.12	InterMTA Traffic							
			CenturyLink					
			QC's FCC					
			Switched					
			Access Tariff					
	6.12.1	Percentage of M-L InterMTA Usage	5%					
	6.12.2	Percentage of L-M InterMTA Usage	10%					

**Edge Wireless LLC (fka NewCom Wireless LLC)
Wireless Type 2 Exhibit A
Idaho**

		Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
6.13	Percent Local Usage Facilities Credit						
6.13.1	PLU	18.5%					
7.0	Intentionally Left Blank						
8.0	Intentionally Left Blank						
9.0	Ancillary Services						
9.1	Intentionally Left Blank						
9.2	Intentionally Left Blank						
9.3	Intentionally Left Blank						
9.4	Intentionally Left Blank						
9.5	Intentionally Left Blank						
9.6	Directory Assistance, Facility Based Providers						
9.6.1	Directory Assistance Charge, per Call	\$0.34			B		
10.0	Intentionally Left Blank						
11.0	Access to Operational Support Systems (OSS)						
11.1	Development and Enhancements, per Order			\$5.00			B
11.2	Ongoing Operations, per Order			\$1.40			B
11.3	Daily Usage Record File, per Record	\$0.000419			B		
12.0	Intentionally Left Blank						
13.0	Intentionally Left Blank						
14.0	Intentionally Left Blank						
15.0	Intentionally Left Blank						
16.0	Intentionally Left Blank						
17.0	Common Channel Signaling/SS7						
17.1	CCSAC STP Port	\$208.05		\$368.44	B		B
17.2	CCS Link			\$479.04			
17.2.1	First Link			\$68.72			
17.2.2	Each Additional Link						
NOTES:							
*	Unless otherwise indicated, all rates are pursuant to Idaho Public Utilities Commission Dockets:						
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.)						