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IDAHO PUBLIC
UTILITIES COMMISSION

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.: ~~USW-T-97-8~~ QWE-T-02-04
**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 8, 1997 (the “Agreement”). The Amendment with United States Cellular Mobile Telephone Network (“USCMTN”) 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 USCMTN

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 9th day of August, 2005.

Qwest Corporation



Mary S. Hobson
Stoel Rives LLP, Attorneys for Qwest

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of August, 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

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email

James Naumann
United States Cellular Mobile Telephone Network
8410 West Bryn Mawr – Suite 700
Chicago, IL 60631-3486

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email



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

**Amendment to the Interconnection Agreement
Between
United States Cellular Mobile Telephone Network
and
Qwest Corporation**

This Amendment is made and entered into by and between United States Cellular Corporation ("US Cellular" or "WSP") and Qwest Corporation, f.k.a. U S West, Inc. ("Qwest").

RECITALS

WHEREAS United States Cellular Mobile Telephone Network and Qwest Corporation, f.k.a. US West Communications, Inc. ("Qwest") entered into an Interconnection Agreement ("Agreement") for service in the states of Iowa, Idaho, Oregon and Washington on February 20, 1997 and numerous Amendments thereafter; and

WHEREAS United States Cellular Mobile Telephone Network was not a legal entity but rather a trade name that United States Cellular Corporation used from time to time; and

WHEREAS United States Cellular Corporation is the appropriate legal entity to enter into the agreement with Qwest; and

WHEREAS the Parties wish to amend the Agreement to reflect the appropriate legal entities that will be bound by the terms and conditions of the Interconnection Agreement entered into on February 20, 1997 and any subsequent Amendments thereafter.

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 Interconnection Agreement entered into by the Parties on February 20, 1997 and any subsequent Amendments thereafter is hereby amended as follows:

1. Amendment Terms.

This Amendment is made in order to replace the name "United States Cellular Mobile Telephone Network" with the name "United States Cellular Corporation" wherever such name appears in the Agreement and any subsequent Amendments.

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

2. Effective Date.

This Amendment shall be deemed effective upon the approval of the Iowa Utilities Board, the Washington Utilities and Transportation Commission and the Idaho and Oregon Public Utilities Commissions; however, the Parties may agree to implement the provisions of this Amendment upon execution.

3. Amendments; Waivers.

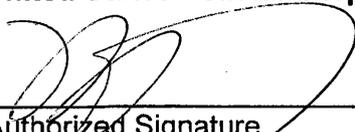
Except as modified herein, the provisions of the Agreement and any subsequent Amendments shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions 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

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended 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 the Agreement as amended.

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.

United States Cellular Corporation



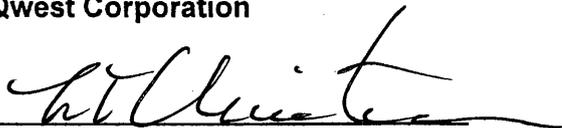
Authorized Signature
Michael Fitzarry

Name Printed/Typed
CTO/VP-Engineering

Title
7/22/05

Date

Qwest Corporation



Authorized Signature
L.T. Christensen

Name Printed/Typed
Director Interconnection Agreements

Title
8/1/05

Date