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IDAHO PUBLIC  
UTILITIES COMMISSION

Bob Edgerly  
Nextel West Corp.  
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Reston, Virginia 20191  
Tele: (703) 433-8157

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

JOINT APPLICATION OF QWEST )  
CORPORATION AND NEXTEL WEST )  
CORP. FOR APPROVAL OF THE ) CASE No. USW-T-99-4  
AMENDMENT TO ADD THE PROVISIONS )  
FOR INTERNET SERVICE PROVIDER (ISP) )  
TO THE TYPE 2 WIRELESS )  
INTERCONNECTION AGREEMENT FOR )  
THE STATE OF IDAHO PURSUANT TO 47 )  
U.S.C. §252(e) )

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Qwest Corporation ("Qwest") and Nextel West Corp. ("Nextel") hereby jointly file this Application for Approval to add the provisions for Internet Service Provider ("ISP") Bound Traffic Amendment to the Type 2 Wireless Interconnection Agreement dated April 7, 1999 (the "Agreement") for the State of Idaho. A copy of this ISP Amendment, signed July 26, 2001, is submitted herewith.

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

Nextel and Qwest respectfully submit that the ISP Amendment provides no basis for either of these findings and, therefore, jointly request that the Commission approve it 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 Nextel to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

Nextel and Qwest further request that the Commission approve the ISP Amendment without a hearing. Because it 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 27<sup>th</sup> day of May, 2002.

**Qwest Corporation**

  
\_\_\_\_\_  
Mary S. Hobson  
Stoel Rives

and

Bob Edgerly  
**Nextel West Corp.**

**CERTIFICATE OF SERVICE**

I hereby certify that on this 13 day of May, 2002, I served the foregoing JOINT APPLICATION OF QWEST CORPORATION AND NEXTEL WEST FOR APPROVAL OF THE AMENDMENT TO ADD THE PROVISION FOR INTERNET SERVICE PROVIDER (ISP) TO THE INTERCONNECTION AGREEMENT FOR THE STATE OF IDAHO PURSUANT TO 47 U.S.C. §252(e) upon all parties of record in this matter by mailing a copy thereof properly addressed, with postage prepaid as follows:

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

Bob Edgerly  
Nextel West Corp.  
2001 Edmund Halley Drive  
Reston, Virginia 20191

John Love  
Contract Development and Services  
Qwest Communications International Inc.  
7800 E. Orchard Road, Suite 250  
Englewood, CO 80111



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Stoel Rives LLP

**Internet Service Provider (“ISP”) Bound Traffic Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
Nextel West Corp.  
for the State of Idaho**

This is an Amendment (“Amendment”) to the Interconnection Agreement between Qwest Corporation (“Qwest”), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Nextel West Corp., a Delaware corporation with its principal offices located at 2001 Edmund Halley Dr., Reston, VA 20191 (“CLEC”). CLEC and Qwest shall be known jointly as the “Parties”.

**RECITALS**

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement (“Agreement”) which was approved by the appropriate state Commission (“Commission”); and

WHEREAS, The FCC issued an Order on Remand and Report and Order in CC Docket 99-68 (Intercarrier Compensation for ISP-Bound Traffic); and

WHEREAS, the Parties wish to amend the Agreement to reflect the aforementioned Order 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 to the language as follows in lieu of existing contract language:

**1. Definitions**

For purposes of this Amendment the following definitions apply:

1.1 “Bill and Keep” is as defined in the FCC’s Order on Remand and Report and Order in CC Docket 99-68 (Intercarrier Compensation for ISP-Bound Traffic). Bill and Keep is an arrangement where neither of two (2) interconnecting networks charges the other for terminating traffic that originates on the other network. Instead, each network recovers from its own end users the cost of both originating traffic that it delivers to the other network and terminating traffic that it receives from the other network. Bill and Keep does not, however, preclude intercarrier charges for transport of traffic between carriers’ networks.

1.2 “Information Service” is as defined in the Telecommunications Act of 1996 and FCC Order on Remand and Report and Order in CC Docket 99-68 and includes ISP-bound traffic.

1.3 "Information Services Access" means the offering of access to Information Services Providers.

## **2. Exchange Service (EAS/Local) Traffic**

Pursuant to the election in Section 5 of this Amendment, the Parties agree to exchange all EAS/Local (§251(b)(5)) traffic at the FCC ordered rate, pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68, (Intercarrier Compensation for ISP-Bound Traffic) or the state ordered reciprocal compensation rate. When the FCC ordered rate for ISP-bound traffic is applied to EAS/Local traffic, the FCC Ordered ISP rate is used in lieu of End Office call termination and Tandem Switched Transport rate elements.

## **3. ISP-Bound Traffic**

3.1 Qwest elects to exchange ISP-bound traffic at the FCC ordered rates pursuant to the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-Bound Traffic) CC Docket 99-68 (FCC ISP Order), effective June 14, 2001, and usage based intercarrier compensation will be applied as follows:

3.2 Compensation for Interconnection configurations exchanging traffic pursuant to Interconnection agreements as of adoption of the FCC ISP Order, April 18, 2001:

3.2.1 Identification of ISP-Bound traffic -- Qwest will presume traffic delivered to CLEC that exceeds a 3:1 ratio of terminating (Qwest to CLEC) to originating (CLEC to Qwest) traffic is ISP-bound traffic. Either Party may rebut this presumption by demonstrating the factual ratio to the state Commission. Traffic exchanged that is not ISP bound traffic will be considered to be section 251(b)(5) traffic. The provisions in this amendment apply regardless of how the ISP bound traffic is determined.

3.2.2 Growth Ceilings for ISP-Bound Traffic -- Intercarrier compensation for ISP-bound traffic originated by Qwest end users and terminated by CLEC will be subject to growth ceilings. ISP-bound MOUs exceeding the growth ceiling will be subject to Bill and Keep compensation.

3.2.2.1 For the year 2001, CLEC may receive compensation, pursuant to a particular Interconnection Agreement for ISP bound minutes up to a ceiling equal to, on annualized basis, the number of ISP bound minutes for which CLEC was entitled to compensation under that Agreement during the first quarter of 2001, plus a ten percent (10%) growth factor.

3.2.2.2 For 2002, CLEC may receive compensation, pursuant to a particular Interconnection Agreement, for ISP bound minutes up to a ceiling equal to the minutes for which it was entitled to compensation under that Agreement in 2001, plus another ten percent (10%) growth factor.

3.2.2.3 In 2003, CLEC may receive compensation, pursuant to a particular Interconnection Agreement, for ISP bound minutes up to

**6. Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties. This Amendment shall constitute the entire Agreement between the Parties, and supercedes all previous Agreements and Amendments entered into between the Parties with respect to the subject matter 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.

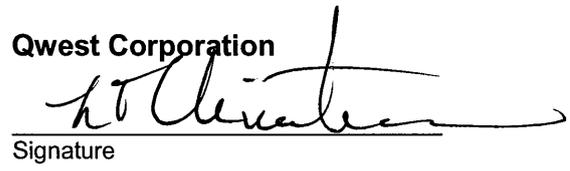
Nextel Communications, Inc.

  
Signature

Nancy Carlsen  
Name Printed/Typed

Director, Telco Management  
Title

July 26, 2001  
Date

Qwest Corporation  
  
Signature

L. T. Christensen  
Name Printed/Typed

Director – Business Policy  
Title

8/1/01  
Date