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Lisa A. Anderl
Senior Attorney
Policy and Law Department

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November 15, 2000

Via Airborne Express

Ms. Carole J. Washburn, Secretary
Washington Utilities and
Transportation Commission
1300 S. Evergreen Park Dr. S.W.
P.O. Box 47250
Olympia, WA 98504-7254

Re: Docket No. UT-960309
Request for Approval of Amendment No. 1 to the Interconnection
Agreement between AT&T Communications of the Pacific Northwest,
Inc. and Qwest Corporation


Dear Ms. Washburn:

In accordance with the Order on Arbitration Procedure in Docket No. UT-960269, please find enclosed an original and five (5) copies of Amendment No. 1 to the Interconnection Agreement between AT&T Communications of the Pacific Northwest, Inc. and Qwest Corporation. Also enclosed are an original and five (5) copies of a Request for Approval of Amendment No. 1 to the Interconnection Agreement.

The Order on Arbitration Procedure also requests that a proposed order accompany the filing. Qwest requests a waiver of that requirement, and is not providing one with this filing, as the Commission has, in the past, used its own format for Orders. If this is not satisfactory to the Commission, please contact me and I will forward a proposed order immediately.

If you have any questions or need any further information, please do not hesitate to contact me at the number listed above, or my paralegal, Elizabeth M. Weber at (206) 398-2504.

Sincerely,


for Lisa A. Anderl

Enclosures

cc: Sally Bowen (with pleading, without amendment)
Christine Schwartz at AT&T (with pleading, without amendment)

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BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of Request for Approval of)
Amendment No. 1 to the Interconnection) Docket No. UT-960309
Agreement Between AT&T Commincations of)
the Pacific Northwest, Inc. and Qwest) REQUEST FOR APPROVAL OF
Corporation) AMENDMENT NO. 1 TO THE
) INTERCONNECTION AGREEMENT
)
_____)

I. INTRODUCTION

Pursuant to Section III of the Interpretive and Policy Statement Regarding Negotiation, Mediation, Arbitration, and Approval of Agreements under the Telecommunications Act of 1996 ("Interpretive and Policy Statement") issued by this Commission in Docket No. UT-960269, Qwest Corporation ("Qwest"), formerly U S WEST Communications, Inc., and AT&T Communications of the Pacific Northwest, Inc. ("AT&T") hereby submit for approval by the Washington Utilities and Transportation Commission ("Commission" or "WUTC") the attached Amendment No. 1 to the Interconnection Agreement executed on October 19, 2000 (the "Amendment"). This amendment supplements the original interconnection agreement between AT&T and Qwest which was approved by the Commission on June 25, 1997 in Docket No. UT-

REQUEST FOR APPROVAL
OF AMENDMENT

Qwest
1600 7th Ave., Suite 3206
Seattle, WA 98191
Telephone: (206) 398-2500
Facsimile: (206) 343-4040

1 960309. This amendment adds terms, conditions and rates for local number portability of
2 managed cuts.

3 The original Agreement set forth terms, conditions and prices under which Qwest agreed
4 to provide services for resale and certain Unbundled Network Elements, Ancillary Functions and
5 additional features in each LATA in which both Qwest and AT&T operate within the state of
6 Washington. The Agreement also had terms, conditions and prices under which the parties
7 agreed to provide interconnection and reciprocal compensation for the exchange of local traffic
8 for the purpose of offering telecommunications services. The Agreement stated that the pricing
9 for these services is subject to the outcome of the Commission's determination in the Generic
10 Pricing Docket, UT-960369, et al.

11 This Amendment is submitted for approval pursuant to Section 252(e) of the
12 Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act")
13 and the requirements of the Commission's Interpretive and Policy Statement.

14 II. REASONS FOR APPROVAL

15 Section 252(e)(2) of the Act directs that a state commission may reject an Agreement
16 reached through negotiation and/or arbitration only if the Commission finds that:

- 17 1) The Agreement (or portions thereof) discriminates against a
18 telecommunications carrier not a party to the Agreement; or
- 19 2) The implementation of such Agreement or portion is not consistent with the
20 public interest, convenience and necessity.

21 Qwest and AT&T respectfully submit that the Amendment provides no basis for either of
22 these findings and thus request that the Commission approve the Agreement expeditiously. First,
23 the Amendment does not discriminate against any other telecommunications carrier. There is no

24 REQUEST FOR APPROVAL
OF AMENDMENT

1 finding that the terms of this Amendment are more favorable than terms provided to other
2 carriers.

3 Second, the Amendment is consistent with the public interest as identified in the pro-
4 competitive policies of the state of Washington, the WUTC, the U.S. Congress and the Federal
5 Communications Commission. In addition, because this Agreement does not discriminate
6 against any other telecommunications carrier, state law policies prohibiting unreasonable
7 discrimination are preserved by approval of this Amendment.

8 For the foregoing reasons, Qwest and AT&T submit that approval of this Amendment is
9 warranted because it satisfies the state and federal criteria for approval.

10 III. UNDERSTANDING AND AGREEMENT OF PARTIES

11 With respect to the Amendment, the Parties understand and agree that this amendment
12 adds terms, conditions and rates for local number portability managed cuts.

13 IV. CONCLUSION

14 For the foregoing reasons, Qwest and AT&T respectfully request expeditious approval of
15 the Amendment. Both Parties request approval earlier than the 90 day time period allowed for
16 by the Interpretive and Policy Statement, in order to facilitate the immediate availability of
17 additional local exchange competition between Qwest and AT&T.

18 Respectfully submitted this 15th day of November, 2000.

19 Qwest

20 

21 Lisa A. Anderl, WSBA No. 13236
22 1600 - 7th Avenue, Room 3206
23 Seattle, WA 98191
24 (206) 345-1574

23 REQUEST FOR APPROVAL
24 OF AMENDMENT

**Amendment No. 1 to the Interconnection Agreement
Between
AT&T Communications Of The Pacific Northwest, Inc.
and
Qwest Corporation
(formerly doing business as U S WEST Communications, Inc.)**

This Amendment No. 1 ("Amendment") is made and entered into by and between AT&T Communications of the Pacific Northwest, Inc. ("AT&T") and Qwest Corporation (formerly doing business as U S WEST Communications, Inc.) ("Qwest").

RECITALS

WHEREAS, AT&T and Qwest entered into an Interconnection Agreement for service in the state of Washington that was approved by the Washington Utilities and Transportation Commission on July 11, 1997 (the "Agreement"); and

WHEREAS, AT&T and Qwest desire to amend the Agreement under 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:

1. Amendment Terms.

This Amendment is made in order to add the terms, conditions and rates for Local Number Portability Managed Cuts as set forth in the Attachment for Local Number Portability Managed Cuts, attached hereto and incorporated herein.

2. Effective Date.

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

3. 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.

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4. No Waiver.

The Parties understand that the provisioning of Local Number Portability Managed Cuts may be considered as part of an ongoing inquiry into Qwest's applications to provide in-region interLATA service pursuant to Section 271 of the Telecommunications Act of 1996 (the "Act"), may be measured as part of an ancillary inquiry into performance measurement before the Qwest Regional Oversight Committee ("ROC") and will be a topic of discussion in renegotiations and, if necessary, arbitration of interconnection agreements pursuant to Section 252 of the Act. All Parties enter into this Amendment without prejudice to or waiver of any of its rights to challenge the terms and conditions of this Amendment under the Agreement, the Act, FCC or state commission rules, ROC determinations or recommendations or any applicable law.

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.

**AT&T COMMUNICATIONS
OF THE PACIFIC NORTHWEST, INC.**



Authorized Signature

Name Printed/Typed

Title

Date

QWEST CORPORATION



Authorized Signature

E.J. Stamp

Name Printed/Typed

Director

Title

10/19/00

Date

**ATTACHMENT
LOCAL NUMBER PORTABILITY
MANAGED CUTS**

- 1.0 A Managed Cut permits AT&T to select a coordinated cut for Local Number Portability ("LNP"). The request is offered on a 24 x 7 basis.
- 1.1 The date and time for the coordinated cut requires up-front planning and may need to be negotiated between Qwest and AT&T. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system downtime, switch upgrades, switch maintenance, and the possibility of other Co-Providers requesting the same Frame Due Time (FDT) in the same switch (switch contention) are reviewed. In the event that any of these situations would occur, Qwest will negotiate with AT&T for an agreed upon FDT prior to issuing the Firm Order Confirmation (FOC). Because of this up-front coordination and FDT negotiation efforts, the FOC interval will begin upon completion of negotiations between Qwest and AT&T for the FDT. In special cases where a FDT must be negotiated, this interval to negotiate the FDT will not exceed two (2) days due to a Qwest error. In addition, standard intervals will apply.
- 1.2 AT&T shall request a Managed Cut by submitting a Local Service Request (LSR) and designating a Managed Cut in the Remarks section of the LSR form.
- 1.3 AT&T will incur additional charges for the managed cut dependent upon the FDT. The rates are based on whether the request is within normal business hours or out of hours. Normal business hours are 7:00 a.m. to 7:00 p.m., end user local time, Monday through Friday and the rate is a standard rate. Out of hours, except for Sundays and Holidays are at the overtime rate. Sundays and Holidays are at a premium rate.
- 1.4 Charges for Managed cuts shall be based upon actual hours worked in ½ hour increments. Such charges are set forth in Section 1.7 below. AT&T understands and agrees that in the event AT&T does not make payment for Managed Cuts, unless disputed as permitted under the Agreement, Qwest shall not accept any new LSR requests for Managed Cuts.
- 1.5 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed three employees, based upon information provided by AT&T. AT&T will also have appropriate personnel scheduled for the negotiated FDT. If such information requires modification during the cut and, as a result, non-scheduled employees are required, AT&T shall be charged a three hour minimum charge per each additional non-scheduled employee as set forth in Section 1.7 below. If the cut is either cancelled, or supplemented (supp) to change the due date, within 24 hours of the negotiated FDT, AT&T will be charged a one person 3 hour minimum charge as set forth in Section 1.7 below. If the cut is cancelled or a new due date is requested by Qwest due to a Qwest error, within 24 hours of the negotiated FDT, Qwest will be charged by AT&T a one

person 3 hour minimum charge as set forth in Section 1.7 below. This AT&T charge will be replaced by any service performance plan related to LNP Managed Cuts, if any, adopted by the Regional Oversight Committee and approved by the Commission.

1.6 Qwest will negotiate with AT&T for LNP Managed Cuts or a similar service offered by AT&T.

1.7 Qwest will provide Managed Cuts at the following interim rates:

Managed Cut standard	Recurring NA	\$ 27.38 per ½ hour per person
Managed Cut overtime	Recurring NA	\$ 35.43 per ½ hour per person
Managed Cut premium	Recurring NA	\$ 43.49 per ½ hour per person

1.8 In the event that the managed LNP conversion is not successful, AT&T and Qwest agree to isolate and fix the problem in a timeframe acceptable to AT&T or the customer. If the problem cannot be corrected within a timeframe acceptable to AT&T or the customer, AT&T may request the restoration of Qwest service for the customer. Such restoration shall begin immediately upon request. If AT&T is in error then a supp will be provided to Qwest. If Qwest is in error no supp or additional order will be required of AT&T.

1.9 Specific details regarding the ordering of LNP service is contained in the LNP Section of the Interconnect & Resale Resource Guide or this Agreement.