

Qwest

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Adam L. Sherr

Attorney
Policy and Law Department

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WASHINGTON UTIL. AND TRANSP.
COMMISSION



September 13, 2001

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-960323
Request for Approval of Amendment to the Interconnection Agreement
between Qwest Corporation and MCI WorldCom

Dear Ms. Washburn:

In accordance with the Interpretive and Policy Statement issued on June 28, 1996 in Docket No. UT-960269, please find enclosed an original and five (5) copies each of [A] Amendment to the Interconnection Agreement between MCI WorldCom, Inc. f.k.a MFS Intelenet and Qwest Corporation f.k.a U S WEST Communications, Inc. Washington and [B] Amendment Superseding Certain Reciprocal Compensation Terms.

The enclosed Amendments do not discriminate against non-party carriers. They are consistent with the public interest, convenience and necessity. They are also consistent with applicable state law requirements, including Commission orders regarding interconnection issues. Qwest respectfully requests that the Commission approve these Amendments expeditiously.

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.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam L. Sherr", with a long horizontal flourish extending to the right.

Adam L. Sherr

ALS/llw

Enclosures

cc: Debi Hartl (without enclosure)
Michael A. Beach, MCI WorldCom (without enclosure)

Amendment to the Interconnection Agreement
Between
MCI WorldCom, Inc.
f.k.a. MFS Intelenet
and
Qwest Corporation
f.k.a. U S WEST Communications, Inc.
Washington

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STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

This Amendment to the Interconnection Agreement ("Amendment") is made and entered into by and between Qwest Corporation f.k.a. U S WEST Communications, Inc. ("Qwest") and MCI WorldCom, Inc. f.k.a. MFS Intelenet ("MCI"). Qwest and MCI may be referred to collectively as the "Parties."

Recitals

WHEREAS, MCI and Qwest entered into an interconnection agreement for service in the state of Washington that was executed by both Parties on December 1, 1996 and approved by the Washington Utilities and Transportation Commission ("Commission") on January 8, 1997 (the "Agreement"); and

WHEREAS, the Agreement contains certain terms and conditions addressing MCI's obligation to provide Qwest with forecasts for LIS interconnection trunks; and

WHEREAS, the Parties wish to amend, modify and supersede the LIS interconnection trunk forecasting provisions of the Agreement that are addressed in this Amendment and also incorporate the terms of this Amendment in future interconnection agreements between the Parties; and

WHEREAS, the Parties mutually seek to further modify and clarify the terms and conditions contained herein.

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 which is hereby acknowledged, the Parties agree as follows:

Amendment Terms.

The Parties agree that the terms contained in this Amendment will act to amend, modify and supersede the applicable terms regarding the provision of LIS trunk forecasts by MCI to Qwest currently contained in the Agreement. The terms contained in this Amendment may be incorporated into and become a part of any future interconnection agreement between the Parties whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) of the

Telecommunications Act. Any inconsistencies between the provisions of this Amendment and other provisions of the Agreement or future interconnection agreements described above will be governed by the terms of this Amendment, unless this Amendment is specifically and expressly superseded by a future amendment between the Parties.

1. Section VI, Subsection I, Interconnection Forecasting, is amended as follows:

The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Intercompany forecast information must be provided by the Parties to each other two (2) times a year. The semi-annual forecasts shall include forecasted requirements for each trunk group identified in Exhibit A of this Amendment.

2. Section VI, Subsection I, Interconnection Forecasting, is amended to add the following new section entitled Forecast Format:

The form of forecast MCI currently uses is attached hereto and made a part hereof as Exhibit A, provided, however, MCI may, at its sole option, choose the form and format to submit its required forecast. It will be Qwest's responsibility to translate the submitted forecast data into the format Qwest requires. Qwest shall not require MCI to use Qwest's manual form, mechanized system, or otherwise impose restrictions upon the form and format of MCI's forecast submittal. MCI will not revise its form and format more often than once per year except upon mutual agreement of the Parties.

3. Section VI, Subsection I, Interconnection Forecasting, is amended to add the following new section entitled Forecast Updates:

MCI, at its sole option, may update forecast data between semi-annual forecasts by submitting a supplemental forecast for trunk utilization in the format it chooses. Qwest will incorporate such forecast supplement into the applicable semi-annual forecast to augment and plan for future trunk utilization.

Additional Terms and Conditions

4. This Amendment shall be filed with and is subject to approval by the Commission and shall be deemed effective upon approval of the Commission. Neither Party may seek a stay of the state Commission's approval of this Amendment or in any way seek to delay, postpone or interfere with the state Commission's approval of this Amendment as long as there are no changes imposed by the Commission in the Amendment

as filed by the Parties, and the Parties will cooperate in the effort to obtain such state Commission approval.

5. Except as amended, modified or superseded 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.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. This Amendment may be executed in counterparts. Each counterpart will be considered an original and such counterparts together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties intending to be legally bound, have executed this Amendment as of the dates set forth below.

MCI/WorldCom, Inc.
f.k.a. MFS Intelenet



Authorized Signature

MICHAEL A. BEACH
Name Printed/Typed

VICE PRESIDENT
Title

AUGUST 30, 2001
Date

Qwest Corporation



Authorized Signature

L. T. Christensen
Name Printed/Typed

Director – Business Policy
Title

9/5/01
Date

**Exhibit A
WORLDCom TRUNK FORECAST
WORLDCom PRIVILEGED AND CONFIDENTIAL**

CLLI Code:

Prepared by:

mail Address:

Switch Address:

In Service Date:

Telephone No.:

Point Code:

Date Prepared:

OCN / AECN:

V & H Coord:

WORLDCom	TGN	2-6 Code (TSSN Code)	Far End CLLI	WORLDCom	Type of Trunks:	Traffic Dir.	Sig. Type	Traffic Class	Forecast Reference Points DS-0 level		2001 Semi-Annual Forecast DS-0 level				2002 Semi-Annual Forecast DS-0 level				2003 Annual Forecast DS-0	2004 Annual Forecast DS-0				
									Circuits In Services	# of Circuits on Orders (DS-0)	1st Qtr. 2001	2nd Qtr. 2001	3rd Qtr. 2001	4th Qtr. 2001	1st Qtr. 2002	2nd Qtr. 2002	3rd Qtr. 2002	4th Qtr. 2002			Total 2003	Total 2004		
			CLLI	POI/ACTL	Local, Toll-Free, XCS-Inter, 911, OPS, DA, or Busy Verify/Interrupt	In, Out, 2W	SST, MF	PH, DF, AF, IH	Total of Circuits in Service & Orders															
													TOTAL											

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**Amendment
Superseding Certain
Reciprocal Compensation Terms**

STATE OF WASH.
UTIL. AND TRANSP.

This is an Amendment Superseding Certain Reciprocal Compensation Terms ("Amendment") is entered into by and among the parties listed below this 29th day of June, 2001, and is applicable to this and any future Interconnection Agreement between Qwest Corporation (fka U S WEST Communications, Inc.) ("ILEC") and Brooks Fiber Communications of Idaho, Inc., Brooks Fiber Communications of Minnesota, Inc., Brooks Fiber Communications of New Mexico, Inc., Brooks Fiber Communications of Tucson, Inc., Brooks Fiber Communications of Utah, Inc.; MCImetro Access Transmission Services LLC, f/n/a MCImetro Access Transmission Services, Inc. or MCI Access Transmission Services, Inc. or MCImetro ATS, Inc.; MCI WORLDCOM Communications, Inc., f/k/a MFS Communications Company, Inc. or MFS Intelenet, Inc. or WorldCom Technologies, Inc. or MCI WorldCom Technologies, Inc., and any of its future affiliates or subsidiaries which are a Certified Local Exchange Carrier (hereinafter "CLEC") in: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington or Wyoming through March 31, 2004, whether negotiated or arbitrated. ILEC and CLEC may be referred to individually as "Party" or collectively as the "Parties".

RECITALS

WHEREAS, CLEC and ILEC entered into an interconnection agreement pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that was approved by the state commission (the "ICA"); and

WHEREAS, for the states of Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington or Wyoming the Parties wish to amend, modify and supersede certain compensation provisions of the ICAs, and adopt this intercarrier-compensation mechanism for the mutual exchange of traffic for local/EAS and internet-bound traffic during the term of this ICA, that are addressed in this Amendment and also incorporate the terms of this Amendment into future interconnection agreements between the Parties in such states through March 31, 2004.

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

The following language will act to supersede, amend, and modify the ICA or future interconnection agreement whether negotiated or arbitrated notwithstanding any other provision of this ICA. Any inconsistencies between the provisions of this Amendment and other provisions of the current ICA or future interconnection agreements described above, through March 31, 2004, will be governed by the provisions of this Amendment, unless this Amendment is specifically and expressly superseded by a future amendment between the Parties.

"The Parties will not bill one another for functions, as defined in the appropriate ICA, performed in terminating local /EAS and internet-bound traffic, which may or may not include switching and transport, originated by the end-user of one Party and delivered to the other Party which then terminates the call to its end users. Transport which is not included in the functions, as defined in the appropriate ICA, performed to terminate a call will not be subject to this intercarrier compensation mechanism. The Parties expressly agree that this agreement not to bill for the functions performed in terminating a call does not apply to charges related to transiting functions, i.e. tandem switching and tandem

transport. Transiting function charges shall be levied on the Party originating a call which does not terminate at an end user of the Party providing the transiting function, but rather which terminates to a third party's end user. In addition, when a Party delivers traffic originated by a third party provider to the other Party for termination, both Parties shall bill the originating provider the relevant charges."

2. Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment as of April 1, 2001, and will continue to be effective in this ICA or in future interconnection agreements until March 31, 2004.

3. Additional Terms and Conditions

3.1 Except as modified herein, the provisions of the ICA and any future interconnection agreement described herein through March 31, 2004, shall remain in full force and effect. Neither the ICA nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

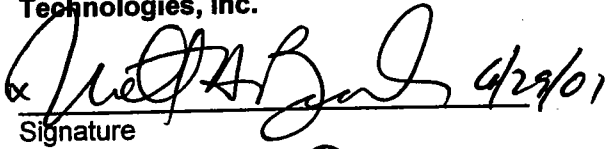
3.2 This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute one and the same instrument.

3.3 The headings of the Sections of this Amendment are strictly for convenience and shall not in any way be construed to define, modify or restrict the meaning or interpretation of the terms, provisions or conditions of this Amendment.

3.4 This Amendment shall be filed by the Parties with the state commission in each state listed in the recitals above. Neither Party may seek a stay of the state commission's approval of this Amendment or in any way seek to delay, postpone or interfere with the state commission's approval of this Amendment, and the Parties will cooperate in the effort to obtain such state commission approval.-

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have executed this Amendment as of the date set forth above, by their duly authorized representatives.

Brooks Fiber Communications of Idaho, Inc., Brooks Fiber Communications of Minnesota, Inc., Brooks Fiber Communications of New Mexico, Inc., Brooks Fiber Communications of Tucson, Inc., Brooks Fiber Communications of Utah, Inc.; MCI metro Access Transmission Services LLC, f/n/a MCI metro Access Transmission Services, Inc. or MCI m Access Transmission Services, Inc. or MCI metro ATS, Inc.; MCI WORLDCOM Communications, Inc., f/k/a MFS Communications Company, Inc. or MFS Intelenet, Inc. or WorldCom Technologies, Inc. or MCI WorldCom Technologies, Inc.

 4/29/01

Signature

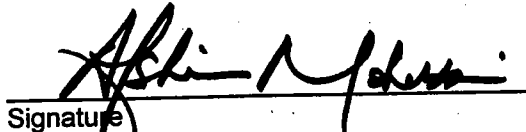
MICHAEL A. BEAUFORT

Name Printed/Typed

VICE PRESIDENT

Title

Qwest Corporation



Signature

AFSHIN MOHABBI

Name Printed/Typed

PRESIDENT & COO

Title