

**Qwest**  
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**Elizabeth M. Weber**  
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Via E-Mail and U.P.S. Overnight Delivery

September 11, 2003

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-960326  
Request for Approval of Amendment to the Interconnection Agreement  
between Qwest Corporation and North County Communications  
Corporation

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 two (2) copies of the Transit Records Amendment to the Interconnection Agreement between Qwest Corporation ("Qwest") and North County Communications Corporation.

The enclosed Amendment does not discriminate against non-party carriers. It is consistent with the public interest, convenience, and necessity. It is also consistent with applicable state law requirements, including Commission orders regarding interconnection issues. Qwest respectfully requests that the Commission approve this Amendment 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 cursive script that reads "Elizabeth M. Weber".

Elizabeth M. Weber

Enclosures

cc: Luba Hromyk (without enclosure)  
North County Communications Corporation (without enclosure)

**Transit Records Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
North County Communications Corporation  
for the State of Washington**

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 North County Communications Corporation ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of Oregon which was approved by the Washington Utilities and Transportation Commission ("Commission") on August 27, 1997; and

WHEREAS, the Parties wish to amend the Agreement further 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 as follows:

**Amendment Terms**

The Agreement is hereby amended by adding terms, conditions and rates for Transit Records as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

**Further Amendments**

Except as modified herein, the provisions of the Agreement 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.

**Entire Agreement**

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment 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 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.

**North County Communications Corporation**

Todd Lesser  
Signature

Todd Lesser  
Name Printed/Typed

President  
Title

Aug. 28, 2003  
Date

**Qwest Corporation**

L. T. Christensen  
Signature

L. T. Christensen  
Name Printed/Typed

Director - Business Policy  
Title

9/3/03  
Date

## ATTACHMENT 1

**7.6 Transit Records**

- 7.6.1 Qwest and CLEC will exchange wireline network usage data originated by a wireline Local Exchange Carrier (LEC) where the NXX resides in a wireline LEC Switch, transits Qwest's network, and terminates to CLEC's network. Each Party agrees to provide to the other this wireline network usage data when Qwest or CLEC acts as a transit provider currently or in the future. The Parties understand that this information is Carrier protected information under §222 of the Communications Act and shall be used solely for the purposes of Billing the wireline LEC. CLEC will provide to Qwest information to be able to provide transit records on a mechanized basis when Technically Feasible. This includes, but is not limited to: service center information, Operating Company Number, and state jurisdiction. Qwest and CLEC agree to exchange wireline network usage data as Category 11-01-XX.
- 7.6.2 Qwest and CLEC will exchange wireless network usage data originated by a Wireless Service Provider (WSP) where the NXX resides in a WSP Switch, transits Qwest's network, and terminates to CLEC's network. Each Party agrees to provide to the other this wireless network usage data when Qwest or CLEC acts as a transit provider currently or in the future. The Parties understand that this information is Carrier protected information under §222 of the Communications Act and shall be used solely for the purposes of Billing the WSP. The CLEC will provide to Qwest information to be able to provide transit records on a mechanized basis when Technically Feasible. This includes, but is not limited to: service center information, Operating Company Number and state jurisdiction. Qwest and CLEC agree to exchange wireless network usage data as Category 11-50-XX.
- 7.6.3 A charge will apply for Category 11-01-XX and 11-50-XX records sent in an EMR mechanized format. These records are used to provide information necessary for each Party to bill the Originating Carrier for transit when Technically Feasible. The charge is for each record created and transmitted and is listed in Exhibit A of this Amendment.

EXHIBIT A  
WASHINGTON RATES

Amendment					
Transit Records					
			Recurring	Non-Recurring	Notes
7.9.4	Category 11 Mechanized Record Charge, per Record		\$ .0025		12
Notes					
12	Rate not addressed in Cost Docket proceeding				