

**BEFORE THE WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of the Petition for
Arbitration of an Interconnection
Agreement Between

NORTH COUNTY
COMMUNICATIONS
CORPORATION OF WASHINGTON,

with

QWEST CORPORATION

Pursuant to 47 U.S.C. Section 252(b).

Docket UT-093035

AMENDED STATUS REPORT OF NORTH
COUNTY COMMUNICATIONS
CORPORATION OF WASHINGTON

**AMENDED STATUS REPORT OF NORTH COUNTY
COMMUNICATIONS CORPORATION OF WASHINGTON**

Pursuant to Order of the Commission's Administrative Law Judge in this proceeding, North County Communications Corporation ("NCC") respectfully submits this status update on negotiations between the NCC and Qwest Corporation ("Qwest").

Negotiations have been proceeding among the carriers party to this arbitration, though they slowed significantly after the holiday season. While NCC believes that the parties can still negotiate in good faith with some reasonable expectation of drafting a mutually acceptable interconnection agreement, Qwest has indicated in proceedings before other utilities commissions arbitrating the same issues in other states that it believes the parties are at an impasse and prefers to begin the formal arbitration process. If Qwest prefers to abandon informal negotiations in favor of formal forced arbitration proceedings at this point, NCC will accede to their wishes even though NCC does not believe there is necessarily an impasse in

negotiations unless Qwest has truly put forth its “final offer.” If Qwest agrees with NCC that informal negotiations are still in progress, we suggest another stay to facilitate that process without recourse to the Commission’s time and resources.

Therefore, while NCC does not wish to set a briefing schedule at this time based on its belief that this could be a waste of the Commission’s time and resources where negotiated compromise is still possible, if not likely, NCC will defer to the desire Qwest has stated before to begin formal arbitration proceedings if they choose to request such proceeding here. If, and only if, Qwest does not request briefing dates be set in their status update, NCC requests a further stay to exhaust the possibility of reaching a negotiated interconnection agreement.

LIST OF REMAINING ISSUES

The parties here are not attempting to negotiate a new interconnection agreement. They have had an existing interconnection agreement governing the rights and responsibilities of the parties since 1996, and have made regular amendments thereto, the last of which was ratified in 2008.

First and foremost, NCC disputes that Qwest has stated any claim cognizable under the jurisdiction and procedures of Section 252, and respectfully contends that the Commission lacks jurisdiction to arbitrate this unilateral re-negotiation attempt where a valid interconnection agreement is already in place. Section 252 may only be invoked “[u]pon receiving a request for interconnection, services, or network elements pursuant to section 251 of this title”. Qwest has not alleged any of those conditions precedent to Section 252 invocation has occurred. And, Section 252(b)(1) arbitration jurisdiction facially does not apply where it is the ILEC initiating negotiation and the CLEC receiving the request: “[d]uring the period from

the 135th to the 160th day (inclusive) after the date on which an incumbent local exchange carrier receives a request for negotiation...” [emphasis added].

NCC also disputes any change in the proposed new agreement from the existing agreement. NCC has consistently maintained that it is only willing to negotiate based on the premise that the proposed new agreement would engender no material changes in effect from the existing interconnection agreement which both parties understand well and have a course of dealings based upon.

Any agreement NCC expressed to any part of Qwest’s proposed new interconnection agreement in negotiations was predicated on reaching total agreement that the material terms would be no different in effect than the existing interconnection agreement between the parties.

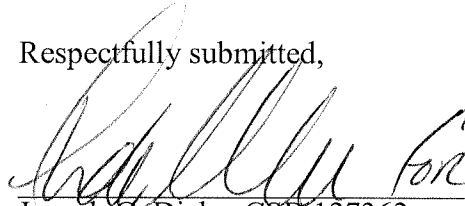
While it seems that the parties might have been able to reach an agreement based on NCC’s condition of no material change from the existing agreement to Qwest’s proposed new agreement, any failure to reach total agreement invalidates any partial agreement because NCC’s premise for negotiating regarded the entire relationship between the parties and not any particular issue.

Therefore, NCC does not agree that any disputes may have been resolved by partial agreement in negotiations where the entire exercise of negotiation was explicitly premised by NCC on not making material changes from the existing, valid, and approved interconnection agreement.

To the extent the Commission may, *arguendo*, find that it does have jurisdiction to hear this matter, NCC disputes any and all material changes between the existing interconnection agreement and Qwest’s proposed new interconnection agreement.

Dated this 19th day of February 2010, in San Diego, California.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joseph G. Dicks". The signature is written in a cursive style and is positioned above a horizontal line.


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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have served the foregoing document this day upon all parties of record (listed below) in these proceedings by mailing a copy properly addressed with first class postage prepaid.

<p>Lisa A. Anderl Qwest Corporation 1600 7th Avenue, Room 1506 Seattle, WA 98191 (206) 345-1574 Lisa.anderl@qwest.com</p>	
<p>David W. Danner, Executive Director and Secretary Washington Utilities & Transportation Commission 1300 S. Evergreen Park Drive, SW P.O. Box 47250 Olympia, WA 98504-7250</p>	
<p>Ann E. Rendahl, Arbitrator Washington Utilities & Transportation Commission 1300 S. Evergreen Park Drive, SW P.O. Box 47250 Olympia, WA 98504-7250 arendahl@utc.wa.gov</p>	

Dated this 19th day of February 2010, in San Diego, California.



Jessica Hartgrave