

Date Received: January 24, 2002

Docket No.: UT-003095

Company: Request for approval of First Amendment to Interconnection Agreement between Qwest Corporation f/k/a U S WEST Communications, Inc. and Cricket Communications, Inc.

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✓ - Exempt from Confidentiality Agreement Requirement
* - Confidentiality Agreement on file.

Qwest

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Elizabeth M. Weber

Paralegal
Policy and Law Department



January 23, 2002

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

Via UPS
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STATE OF WASH.
UTIL. AND TRANS.
COMMISSION

Re: Docket No. UT-003095
Request for Approval of Amendment to the Interconnection Agreement
between Qwest Corporation and Cricket Communications, Inc.

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 of the Internet Service Provider ("ISP") Bound Traffic Amendment to the Type 2 Wireless Interconnection Agreement between Qwest Corporation ("Qwest") and Cricket Communications, Inc. This Amendment addresses terms, conditions and rates for internet service provider bound traffic.

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,

Elizabeth M. Weber

Enclosures

cc: John Love (without enclosure)
Jonathan Sox at Cricket Communications (without enclosure)

**Internet Service Provider ("ISP") Bound Traffic Amendment
to the Type 2 Wireless Interconnection Agreement between
Qwest Corporation and
Cricket Communications, Inc.
for the State of Washington**

This is an Amendment ("Amendment") to the Type 2 Wireless Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Cricket Communications, Inc. ("Wireless Service Provider ("WSP")). WSP and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, WSP and Qwest entered into the aforementioned 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

MTA
QU
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.

MTA
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 WSP that exceeds a 3:1 ratio of terminating (Qwest to WSP) to originating (WSP 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 WSP 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, WSP 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 WSP 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, WSP 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, WSP may receive compensation, pursuant to a particular Interconnection Agreement, for ISP bound minutes up to a ceiling equal to the 2002 ceiling applicable to that Agreement.

3.2.3 Rate Caps -- Intercarrier compensation for ISP-bound traffic exchanged between Qwest and WSP will be billed in accordance with their existing Agreement or as follows, whichever rate is lower:

3.2.3.1 \$.0015 per MOU for six (6) months from June 14, 2001 through

December 13, 2001.

3.2.3.2 \$.001 per MOU for eighteen (18) months from December 14, 2001 through June 13, 2003.

3.2.3.3 \$.0007 per MOU from June 14, 2003 until thirty six (36) months after the effective date or until further FCC action on intercarrier compensation, whichever is later.

3.2.3.4 Compensation for ISP bound traffic in Interconnection configurations not exchanging traffic pursuant to Interconnection agreements prior to adoption of the FCC ISP Order on April 18, 2001 will be on a Bill and Keep basis until further FCC action on Intercarrier compensation. This includes carrier expansion into a market it previously had not served.

4. Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, Qwest will adopt the rate-affecting provisions for both ISP bound traffic and (§251(b)(5)) of the Order as of June 14, 2001, the effective date of the Order.

5. Rate Election

The reciprocal compensation rate elected for (§251(b)(5)) traffic is (elect and sign one):

Current rate for voice traffic in the existing Interconnection Agreement:

Signature

Name Printed/Typed

OR

The rate applied to ISP traffic:



Signature

Glenn Umetsu, Sr. Vice President – Engineering Ops./Launch
Name Printed/Typed

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.

Glenn Umetsu
Signature

Glenn Umetsu
Name Printed/Typed

Sr. V.P.- Engineering Ops./Launch
Title

8/1/01
Date

Qwest Corporation
L. T. Christensen
Signature

L. T. Christensen
Name Printed/Typed

Director - Business Policy
Title

8/3/01
Date