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ride the light
Qwest

Via UPS

July 5, 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-960381
Request for Approval of Amendment to the Interconnection Agreement between Qwest Corporation and AT&T Wireless Services, 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 Amendment to the Type 2 Wireless Interconnection Agreement, Addition of Single Point of Presence (SPOP) between Qwest Corporation ("Qwest") and AT&T Wireless Services, Inc.

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: Luba Hromyk (without enclosure)
VP- External Affairs at AT&T Wireless (without enclosure)

AMENDMENT TO THE TYPE 2 WIRELESS INTERCONNECTION AGREEMENT ADDITION OF SINGLE POINT OF PRESENCE (SPOP) BETWEEN QWEST CORPORATION AND AT&T WIRELESS SERVICES, INC. FOR THE STATE OF WASHINGTON

This Amendment is made and entered into by and between Qwest Corporation f/k/a/ U S WEST Communications, Inc. ("Qwest") and AT&T Wireless Services, Inc. ("AWS"). Qwest and AWS shall be known as the "Parties."

RECITALS

AWS and Qwest entered into a Type 2 Wireless Interconnection Agreement that was approved by the Washington Utilities and Transportation Commission ("Commission") on October 14, 1997 (the "Underlying Agreement"); and

AWS and Qwest hereby amend the Underlying Agreement 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 to include the addition of Single Point of Presence (SPOP) in the LATA language, as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

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

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.

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 Wireless Services, Inc.

Authorized Signature

Kurt C. Mauss
Printed Name

Vice President - Wireless Network Services
Title

4/18/01
Date

Qwest Corporation

Authorized Signature

L. T. Christensen
Printed Name

Director – Business Policy
Title

5/8/01
Date

ATTACHMENT 1

1. **Single Point of Presence (SPOP) in the LATA**

1.1 AWS may choose, at its sole discretion, to use the SPOP as an alternative to, or in addition to, other arrangements subject to Section 1.8 below. By utilizing SPOP in the LATA, AWS can deliver both Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic and Exchange Service EAS/Local traffic at Qwest's Access Tandem Switches. AWS can also utilize Qwest's behind the tandem infrastructure to terminate traffic to specific end offices. Where AWS requests SPOP, the SPOP is defined as AWS' physical point of presence.

1.2 SPOP in the LATA includes Channel Facility (CF) and Dedicated Transport (DT) options at both DS1 and DS3 capacity.

1.3 Where there is a Qwest local tandem serving an end office where AWS intends to terminate traffic via an SPOP arrangement, the following conditions apply:

1.3.1 All local trunking must be ordered to the Qwest local tandem for the Qwest end office served by the Qwest local tandem.

1.3.2 Connections to a Qwest local tandem may be two-way or one-way trunks. These trunks will carry Exchange Service EAS/Local traffic only.

1.3.3 A separate trunk group to the Qwest Access Tandem is required for the exchange of Exchange Access (IntraLATA Toll Non-IXC) traffic and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

1.4 Where there is no Qwest local tandem serving a Qwest end office, and AWS has chosen to use the SPOP arrangement, AWS may choose from one of the following options:

1.4.1 A two-way AWS Type 2 trunk group to the Qwest access tandem for AWS traffic terminating to, originating from, or passing through the Qwest network that combines Exchange Service EAS/Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

1.4.2 A two-way AWS Type 2 trunk group to the Qwest access tandem for AWS Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to and originating from the IXC Feature Group (FG) A/B/D network through the Qwest network and an additional two-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/Local and Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.

1.4.2.1 If AWS uses two-way trunking, Qwest will send all Exchange Service EAS/Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic on the same combined trunk.

1.4.3 A one-way terminating AWS Type 2 trunk group to the Qwest access tandem for AWS traffic destined to or through the Qwest network that combines Exchange Service EAS/Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

1.4.4 AWS may utilize a one-way Type 2 trunk group to the Qwest access tandem for Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to the IXC FG A/B/D network through the Qwest network, and an additional one-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/Local, Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.

1.4.4.1 If AWS orders either of the above one-way trunk options, Qwest will return the traffic via one combined Exchange Service EAS/Local, and Exchange Access (IntraLATA Toll Non-IXC) trunk group.

1.5 AWS must have SS7 functionality to use SPOP in the LATA.

1.6 Absent further written agreement between the Parties, AWS will interconnect at all access tandems, as well as all local tandems where it has located an NPA/NXX, in each LATA where it orders SPOP. If AWS's busy hour in centum call seconds (ccs), between a Qwest tandem switch and an end office switch, exceeds a DS1 worth of traffic (512 ccs) for twenty days in a thirty (30) day period, AWS will establish a direct trunk group from its POC to that end office.

1.7 If Direct Trunked Transport is greater than 50 miles in length, and existing facilities are not available in either Party's network, and the Parties cannot agree as to which Party will provide the facility, the Parties will construct or acquire facilities to build to a mid-span meet point of the span.

1.8 SPOP in the LATA cannot be used in conjunction with existing AWS Type 2 trunking that connect to Qwest's end office switches with tandem functionality.

1.9 SPOP in the LATA is not available for delivering ISP bound, interstate in nature, traffic.

1.10 The Type 2 SPOP facility cannot be used to access unbundled network elements.

1.11 SPOP in a LATA is available only where facilities are available. Qwest is not obligated to construct new facilities to provide SPOP in a LATA.

1.12 Ordering

1.12.1 SPOP in a LATA will be ordered based upon the standard ordering process for the type of facility chosen. See the Qwest Interconnection and Resale Resource Guide for further ordering information.