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Sally E. Bowen
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Law Department

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FACILITY TRANSFER

July 14, 2000

Via Airborne Express

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: First Amendment to Type 2 Wireless Interconnection Agreement
between Nextel West Corp. and Qwest Corporation (formerly U S WEST
Communications, Inc.)

Dear Ms. Washburn:

In accordance with the Order on Arbitration Procedure in Docket No. UT-960269, attached for your approval are eight (8) copies of the First Amendment to Type 2 Wireless Interconnection Agreement between Nextel West Corp. ("Nextel") and Qwest Corporation (formerly U S WEST Communications, Inc.) ("Qwest"). Qwest and Nextel negotiated this agreement for interconnection under the terms of the Telecommunications Act of 1996. Also enclosed is a Request For Approval Of First Amendment to Interconnection Agreement.

The parties respectfully request that this matter be placed on the next Consent Agenda for expedited approval.

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.

Please contact me at (303) 793-6612 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,



Sally E. Bowen

Enclosures

cc: Elizabeth Weber (w/enc.)
Adam Becker, Nextel West Corp. (w/enc.)

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WASHINGTON UTIL. AND TRANSP. COMMISSION

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of Request for Approval of First)
Amendment to Interconnection Agreement) Docket No. UT-980309
Between Nextel West Corp. and Qwest)
Corporation (formerly U S WEST) REQUEST FOR APPROVAL OF
Communications, Inc.)) FIRST AMENDMENT TO
) INTERCONNECTION AGREEMENT
)

I. INTRODUCTION

Pursuant to Section III of the Interpretive and Policy Statement Regarding Negotiation, Mediation, Arbitration, and Approval of Agreements under the Telecommunications Act of 1996 ("Interpretive and Policy Statement") issued by this Commission in Docket No. UT-960269, Qwest Corporation ("Qwest") (formerly U S WEST Communications, Inc.) and Nextel West Corp. ("Nextel") hereby submit for approval by the Washington Utilities and Transportation Commission ("Commission" or "WUTC") the attached First Amendment to Type 2 Wireless Interconnection Agreement dated June 26, 2000 (the "Amendment"). This Amendment supplements the original interconnection agreement between Nextel and U S WEST which was approved by the Commission on August 11, 1999 in Docket No. UT-980309. This amendment

1 replaces in its entirety Section 4.11 of the original agreement regarding standard billing
2 arrangements.

3 The original Agreement set forth terms, conditions and prices under which
4 Qwest/U S WEST agreed to provide wireless network interconnection, access to unbundled
5 network elements, and ancillary network services within each LATA in which both
6 Qwest/U S WEST and Nextel operate within the state of Washington. The Agreement stated that
7 the pricing for these services is subject to the outcome of the Commission's determination in the
8 Generic Pricing Docket, UT-960369, et al.

9 This Amendment is submitted for approval pursuant to Section 252(e) of the
10 Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act")
11 and the requirements of the Commission's Interpretive and Policy Statement.

12 II. REASONS FOR APPROVAL

13 Section 252(e)(2) of the Act directs that a state commission may reject an Agreement
14 reached through negotiation and/or arbitration only if the Commission finds that:

- 15 1) The Agreement (or portions thereof) discriminates against a
16 telecommunications carrier not a party to the Agreement; or
- 17 2) The implementation of such Agreement or portion is not consistent with the
18 public interest, convenience and necessity.

19 Qwest and Nextel respectfully submit that the Amendment provides no basis for either of
20 these findings and thus request that the Commission approve the Agreement expeditiously. First,
21 the Amendment does not discriminate against any other telecommunications carrier. There is no
22 finding that the terms of this Amendment are more favorable than terms provided to other
23 carriers.

1 Second, the Amendment is consistent with the public interest as identified in the pro-
2 competitive policies of the state of Washington, the WUTC, the U.S. Congress and the Federal
3 Communications Commission. In addition, because this Agreement does not discriminate
4 against any other telecommunications carrier, state law policies prohibiting unreasonable
5 discrimination are preserved by approval of this Amendment.

6 For the foregoing reasons, Qwest and Nextel submit that approval of this Amendment is
7 warranted because it satisfies the state and federal criteria for approval.

8 III. UNDERSTANDING AND AGREEMENT OF PARTIES

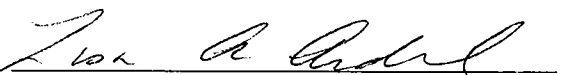
9 With respect to the Amendment, the Parties understand and agree that this amendment
10 replaces in its entirety Section 4.1 of the original agreement regarding standard billing
11 arrangements. It details the terms, conditions and processes for direct billing.

12 IV. CONCLUSION

13 For the foregoing reasons, Qwest and Nextel respectfully request expeditious approval of
14 the Amendment. Both Parties request approval earlier than the 90 day time period allowed for
15 by the Interpretive and Policy Statement, in order to facilitate the immediate availability of
16 additional local exchange competition between Qwest and Nextel.

17 Respectfully submitted this 14th day of July, 2000.

18 Qwest Corporation

19
20 

21 Lisa A. Anderl, WSBA No. 13236
22 1600 - 7th Avenue, Room 3206
23 Seattle, WA 98191
24 (206) 345-1574

**First Amendment to Type 2 Wireless
Interconnection Agreement
Between
Nextel West Corp.
And
U S WEST Communications, Inc.
For the State of Washington**

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COMMUNICATIONS
DIVISION

This First Amendment ("First Amendment") is made and entered into by and between U S WEST Communications, Inc. ("USWC") and Nextel West Corp. ("Nextel").

RECITALS

WHEREAS, the Agreement was approved by the Commission on April 19, 1998; and

WHEREAS, the Parties wish to amend the Agreement to reflect the addition of direct billing requirements into their existing agreement.

WHEREAS, the Parties wish to also amend the Agreement under the terms and conditions contained herein.

NOW THEREFORE, the Parties agree to the following:

DESCRIPTION OF AMENDMENT AND MODIFICATIONS

1. Add the following, in its entirety to section 4.11 Standard Billing Arrangement:

4.11.1 If Nextel elects to directly bill USWC, this amendment shall supercede section 4.9 of the existing agreement in its entirety.

4.11.2 Requirements for billing USW Originated Traffic:

Nextel may elect to direct bill USWC. The effective date for transition from the credit factor to the direct billing method has been agreed upon by both Parties to commence using the February Usage billed in March 2000. SS7 signaling is a prerequisite for direct billing.

4.11.2.1 Invoices will comply with Nextel's Access Billing (SECABS) Billing Output Specifications (BOS). Included in the detail will be data by end office, a total page summarizing the charges and minutes of use by state and a summary page of charges and total amounts due.

4.11.2.2 The Parties will exchange billing contacts and telephone numbers.

- 4.11.2.3 The invoices will include identification of the monthly bill period (from and through dates).
- 4.11.2.4 Nextel's bill USWC, based on the Nextel CLLI code of its terminating POI.
- 4.11.2.5 Nextel will assign an Invoice Number and/or Billing Account Number.
- 4.11.2.6 Nextel will provide a Remittance Document including: remittance address, Invoice Number and/or Billing Account Number, amount due and Payment Due Date (at least thirty (30) days from invoice issuance date).
- 4.11.2.7 Charges incurred during the bill period, including fractional monthly charges, will be reflected on the next bill. Per unit rates will be displayed for all charges (usage and/or monthly elements).
- 4.11.2.8 Invoice will include all adjustments, credits, debits and payments.
- 4.11.2.9 Invoice will include all applicable taxes and surcharges. Nextel will calculate, bill, collect and remit applicable taxes and surcharges to the appropriate authorities.
- 4.11.2.10 Nextel's invoices to USWC will be provided on paper, unless a mechanized format is mutually agreed upon.
- 4.11.2.11 Nextel's invoice to USWC will include only traffic originating from USWC's wireline end users, and will not include traffic originated by any other third party (such as a Co-Provider, an existing LEC, another Wireless Carrier, or unknown). Utilization of an NPAC database or another industry standard database will be utilized in determining USWC customers.
- 4.11.2.12 Nextel's invoice to USWC will not include Switched Access traffic.
- 4.11.2.13 The invoice to USWC will not include calls destined for Nextel's customer who is roaming in another MTA or state at the time the call is answered.
- 4.11.2.14 Nextel's invoice will contain only the agreed upon measured usage element charges.
- 4.11.2.15 Invoice will identify Minutes of Usage (MOUs) summarized according to the USWC End Office from which the call originated. Call detail at the NPA/NXX level will be provided on request for billing validation purposes.
- 4.11.2.16 Only completed calls (not attempts) will be billed.
- 4.11.2.17 Conversation minutes, called party answer to call disconnect, (not including connect time) will be billed.

- 4.11.2.18 Minutes of Use (MOUs) will be aggregated at the end of the billing period, with the aggregated amount rounded to the nearest whole minute. MOUs will not be rounded on a per call basis.
- 4.11.2.19 The Facilities Credit (amount credited on Nextel's bill) for two-way dedicated facilities charges shall be based upon the Type 2 channel facilities or two-way network access channels used by both USWC and Nextel to terminate their respective local Interconnection subscriber traffic. This shall be calculated by multiplying (1) the sum of the total monthly charges for two-way interconnection facilities at state specific rates by (2) a factor of 0.2270; (twenty two and seventy hundredths percent) using SS7 functionality and recording capability to identify USWC end users' land to mobile originations. This review will be based on a traffic study that includes auditable billing records identifying originating and terminating party, completed calls and conversation minutes of use. The Parties may review the factor quarterly based on the usage for January, February and March (1st quarter); April, May and June (2nd quarter); July August, September (3rd quarter); or October, November and December (4th quarter) and adjust the factor only if it varies more than 5%. The Parties agree that the Facilities Credit is intended to apply only to Type 2 Interconnection facilities which are actually utilized as two-way facilities, and will not apply to one-way facilities. Unless the Parties agree otherwise in writing, either Party may route traffic to the other utilizing one-way trunks.

The total Facilities Credit for the month will appear on each monthly bill to Nextel as a credit against amounts due and payable. Facility Credits will be applied one month in arrears.

One time charges, ancillary service charges, facilities used to carry traffic from another network provider transiting the USWC network and terminating on Carrier's network, and any USWC provided product which has its own contractual terms and conditions other than the services set forth in this Agreement are not eligible for Facilities Credits.

2. Effective Date.

This First Amendment shall be deemed effective upon the latest date of signature however, a minimum of three weeks is required to make all system updates.

3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Second 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 First 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.

Nextel West Corp.

Nancy Carlisen
Authorized Signature

Nancy Carlisen
Name Typed or Printed

Director Teleco Cost.
Title

June 21 2000
Date

U S WEST Communications, Inc.

Elizabeth J. Stamp
Authorized Signature

Elizabeth J. Stamp
Name Typed or Printed

Director - Interconnect
Title

06/26/00
Date