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COMMUNICATIONS
DIVISION
SEP 11 2000

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of Request for Approval of First)
Amendment to Interconnection Agreement) Docket No. UT-990394
Between Pac-West Telecomm, Inc. and Qwest)
Corporation, fka U S West Communications, Inc.) REQUEST FOR APPROVAL OF 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 Pac-West Telecomm, Inc. ("Pac-West") hereby submit for approval by the Washington Utilities and Transportation Commission ("Commission" or "WUTC") the attached First Amendment to Interconnection Agreement dated July 31, 2000 (the "Amendment"). This amendment supplements the original interconnection agreement between Pac-West and Qwest which was approved by the Commission on October 13, 1999 in Docket No. 990394. This amendment

REQUEST FOR APPROVAL
OF FIRST AMENDMENT

1 modifies sections of the original agreement regarding Points of Interconnection (POI), Inter
2 Local Calling Area (LCA) Facility, and ordering.

3 The original Agreement set forth terms, conditions and prices under which Qwest agreed
4 to provide services for resale and certain Unbundled Network Elements, Ancillary Functions and
5 additional features in each LATA in which both Qwest and Pac-West operate within the state of
6 Washington. The Agreement also had terms, conditions and prices under which the parties
7 agreed to provide interconnection and reciprocal compensation for the exchange of local traffic
8 for the purpose of offering telecommunications services. The Agreement stated that the pricing
9 for these services is subject to the outcome of the Commission's determination in the Generic
10 Pricing Docket, UT-960369, et al.

11 This Amendment was reached through voluntary negotiations between representatives of
12 both companies. It is submitted for approval pursuant to Section 252(e) of the Communications
13 Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act") and the
14 requirements of the Commission's Interpretive and Policy Statement.

15 II. REASONS FOR APPROVAL

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

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

21 Qwest and Pac-West respectfully submit that the Amendment provides no basis for either
22 of these findings and thus request that the Commission approves the Agreement expeditiously.

23 REQUEST FOR APPROVAL
24 OF FIRST AMENDMENT

1 First, the Amendment does not discriminate against any other telecommunications carrier. There
2 is no finding that the terms of this Amendment are more favorable than terms provided to other
3 carriers.

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

9 For the foregoing reasons, Qwest and Pac-West submit that approval of this Amendment
10 is warranted because it satisfies the state and federal criteria for approval.

11 **III. UNDERSTANDING AND AGREEMENT OF PARTIES**

12 With respect to the Amendment, the Parties understand and agree that this amendment
13 modifies sections of the original agreement regarding Attachment 4. The amendment replaces
14 the language in Section 7.1 regarding Points of Interconnection (POI) in its entirety. In addition,
15 the amendment adds Section 7.2 which addresses the terms and conditions for LIS Inter Local
16 Calling Area (LCA) Facility. Further, new language is added to Section 12 under Section 12.5
17 pertaining to ordering of high capacity circuits

18 **IV. CONCLUSION**

19 For the foregoing reasons, Qwest and Pac-West respectfully request expeditious approval
20 of the Amendment. Both Parties request approval earlier than the 90 day time period allowed for
21 by the Interpretive and Policy Statement, in order to facilitate the immediate availability of
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additional local exchange competition between Qwest and Pac-West.

Respectfully submitted this 9th day of August, 2000.

Qwest Corporation



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

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COMMUNICATIONS

**Amendment No. 1
to the Interconnection Agreement
Between
Pac-West Telecomm, Inc.
and
U S WEST Communications, Inc.**

For the State of Washington

This Amendment No. 1 ("Amendment") is made and entered into by and between Pac-West Telecomm, Inc. ("Pac-West") and U S WEST Communications, Inc. ("U S WEST").

RECITALS

Pac-West and U S WEST entered into that certain Interconnection Agreement for service in the state of Washington which was approved by the Washington Utilities and Transportation Commission on October 13, 1999 (the "Agreement"); and

Pac-West and U S WEST wish to amend the Agreement under the terms, conditions, and rates contained herein, and to amend the Agreement as follows:

AGREEMENT

NOW THEREFORE, the Parties agree to the following:

1. Amendment Terms.

Attachment 4 of the Agreement, Section 7.1, Points of Interconnection (POI), is deleted in its entirety and replaced with a new Section 7.1, Points of Interconnection, as follows:

7. Points of Interconnection

- 7.1 Upon a request for specific point to point routing, U S WEST will make available to Pac-West information indicating the location and technical characteristics of U S WEST's network facilities. The following alternatives are negotiable and include, but are not limited to: (a) a DS-1 or DS-3 entrance facility, where facilities are available (where facilities are not available and U S WEST is required to build special or additional facilities, special construction charges may apply); (b) virtual collocation; (c) physical collocation; (d) negotiated Meet Point facilities; and (e) LIS Inter Local Calling Area (LCA) Facility. Each Party is responsible for providing its own facilities up to the Meet Point. The Parties will negotiate the facilities arrangement between their networks.

Attachment 4 of the Agreement is revised to include a new Section 7.2, LIS Inter Local Calling Area (LCA) Facility as follows:

7.2 LIS Inter Local Calling Area (LCA) Facility

- 7.2.1 Pac-West may request U S WEST-provided facilities to transport local exchange traffic from a virtual local POI ("local POI") in a U S WEST local calling area to a POI located in a EAS/local serving area (a "distant POI").

The U S WEST-provided facilities interconnecting a U S WEST local calling area to a distant POI are LIS Inter Local Calling Area (LCA) Facilities.

- 7.2.2 The actual origination of the LIS Inter LCA Facility shall be in the U S WEST Wire Center located in the distant EAS/local serving area where Pac-West has a physical presence and has established the distant POI. Pac-West may use interconnection arrangements (a), (b), (c), (d) or (e) as outlined in Section 7.1, to establish the distant POI.
- 7.2.3 If the distance between the U S WEST Central Office in the local calling area and the distant POI is twenty (20) miles or less, the fixed and per-mile rates for Direct Trunk Transport (DTT) shall apply in accordance with Appendix A to this Amendment.
- 7.2.4 If the distance between the U S WEST Central Office in the local calling area and the distant POI is greater than twenty (20) miles, the fixed and per-mile DTT rates shall apply to the first twenty (20) miles in accordance with Appendix A, and the remaining miles are rated as intrastate monthly fixed and per mile DS1 Private Line Transport Services. The Private Line Transport Services rates are contained in the applicable state Private Line catalogs and Tariffs.
- 7.2.5 U S WEST will reduce the rate for the first twenty (20) miles of the interLCA facility to reflect the portion of the interLCA facility that is used by U S WEST to transport U S WEST-originated traffic to Pac-West. U S WEST shall not be required to reduce the Private Line Transport Services rates for the portion of the interLATA LCA facility that exceeds twenty (20) miles in length.
- 7.2.6 In addition, Pac-West may choose to purchase a Private Line Transport Services DS3 from U S WEST as a Customer Facility Assignment (CFA) on which the LIS InterLCA Facility would ride. Pac-West will purchase a Private Line DS3 to DS1 multiplexer to support the DS1 InterLCA Facility. If Pac-West chooses to utilize a Private Line DS3 as CFA, these rates will be billed out of the applicable Private Line Transport Services catalogs or Tariffs. This DS3 Private Line service must originate from distant POI and terminate in the U S WEST Central Office in the local calling area.
- 7.2.7 The LIS InterLCA Facility may be used only to transport local exchange traffic between U S WEST and Pac-West customers located within the U S WEST local calling area.
- 7.2.8 The LIS InterLCA Facility cannot be used to access unbundled network elements.
- 7.2.9 The LIS InterLCA Facility is available only where facilities are available. U S WEST is not obligated to construct new facilities to provide a LIS InterLCA Facility.

Attachment 1 to the Agreement is revised to include a new sub-section 5.3, Entrance Facilities, within Section 5. Transport and Termination, as follows:

5.3 Entrance Facilities

- 5.3.1 Recurring and nonrecurring rates for Entrance Facilities are specified in Exhibit A and will apply for those DS1 or DS3 facilities dedicated to use by LIS.
- 5.3.2 If Pac-West chooses to use an existing facility purchased as Private Line Transport Service from the state or FCC Access Tariffs, the rates from those Tariffs will apply. The DS-1 or DS-3 entrance facilities may ride a higher capacity optical carrier SONET Private Line Transport Services system as part of the interconnection option.

Attachment 4 to the Agreement is revised to include a new sub-section 12.5, within Section 12, Ordering, as follows:

- 12.5 When Pac-West has a DS3 Entrance Facility or has purchased a DS3 private line facility to establish a InterLCA Facility, Pac-West will order the appropriate DS1 facility required and identify the channels of the DS3 to be used to provide circuit facility assignments. Also, if Pac-West has a DS1 Entrance Facility or has purchased a DS1 private line facility to establish a InterLCA Facility, Pac-West will be responsible for identification of the DS1 channels of the DS1 private line to be used to provide circuit facility assignment. The DS-1 or DS-3 entrance facilities may ride a higher capacity optical carrier SONET Private Line Transport Services system as part of the interconnection option.

2. **Effective Date.**

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

3. **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.

Pac-West Telecomm, Inc.

U S WEST Communications, Inc.

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Director - Interconnect
Title

Date

Date

**EXHIBIT A
WASHINGTON RATES**

		Recurring	Nonrecurring
Interconnection			
Entrance Facilities			
DS1		\$76.70 ¹	\$447.65 ²
Disconnection			\$98.34 ²
DS3		\$314.05 ¹	\$556.56 ²
Disconnection			\$97.19 ²
LIS EICT			
Per DS1		\$8.52 ³	\$323.50 ³
Per DS3		\$29.86 ³	325.34 ³
	Recurring Fixed	Recurring Per Mile	Nonrecurring
Direct Trunked Transport			
DS1 per Trunk			Not Applicable
DS1 Over 0 to 8 Miles	\$33.12 ¹	\$0.51 ¹	
DS1 Over 8 to 25 Miles	\$33.12 ¹	\$0.65 ¹	
DS1 Over 25 to 50 Miles	\$33.13 ¹	\$2.30 ¹	
DS1 Over 50 Miles	\$33.13 ¹	\$2.70 ¹	
DS3 per Trunk			Not Applicable
DS3 Over 0 to 8 Miles	\$224.72 ¹	\$10.60 ¹	
DS3 Over 8 to 25 Miles	\$225.41 ¹	\$11.55 ¹	
DS3 Over 25 to 50 Miles	\$231.08 ¹	\$30.34 ¹	
DS3 Over 50 Miles	\$233.13 ¹	\$34.70 ¹	
		Recurring	Nonrecurring
Multiplexing			
DS1 to DS0		\$175.23 ¹	\$556.56 ²
Disconnection			\$97.19 ²
DS3 to DS1		\$170.08 ¹	\$219.60 ²
Disconnection			\$79.02 ²

NOTES:

- [1] 14TH Supplemental Order in Generic Cost Docket UT-960369. Rates contained in U S WEST's November 15, 1999 Phase II Compliance Filing, Rate Table Attachment A.
- [2] 17TH Supplemental Order in Generic Cost Docket UT-960369. Rates contained in U S WEST's November 15, 1999 Phase II Compliance Filing, Rate Table Attachment A.
- [3] Rates not addressed in Phase I or Phase II Cost Docket. TELRIC based where required.