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IDAHO PUBLIC
UTILITIES COMMISSION

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MARY S. HOBSON
Direct (208) 387-4277
mshobson@stoel.com

February 27, 2003

VIA HAND DELIVERY

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
Boise, Idaho 83720-0074

Re: Case No. QWE-7-03-08
**APPLICATION FOR APPROVAL OF INTERCONNECTION AGREEMENT
AND AMENDMENT**

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation and IDACOMM, Inc. is an original of the **Application for Approval of Interconnection Agreement and Amendment to Interconnection Agreement**. The parties respectfully request that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Please contact me if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Very truly yours,

Mary S. Hobson

:blg
Enclosures

Mary S. Hobson (ISB# 2142)
Stoel Rives LLP
101 South Capitol Boulevard – Suite 1900
Boise, ID 83702
Telephone: (208) 389-9000
Facsimile: (208) 389-9040

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UTILITIES COMMISSION

Doug Dalton
IDACOMM, Inc.
1501 Federal Way – Suite 400
Boise, ID 83705
Telephone: (208) 388-5710

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

JOINT APPLICATION OF QWEST
CORPORATION AND IDACOMM, INC.
FOR APPROVAL OF THE
INTERCONNECTION AGREEMENT FOR
THE STATE OF IDAHO PURSUANT TO 47
U.S.C. §252(E)

CASE NO.: QWE-T-03-08

**APPLICATION FOR APPROVAL OF
INTERCONNECTION AGREEMENT AND
AMENDMENT TO INTERCONNECTION
AGREEMENT**

Qwest Corporation (“Qwest”) and IDACOMM, Inc. (“IDACOMM”) hereby jointly file this Application for Approval of Interconnection Agreement and Amendment to Interconnection Agreement (hereinafter jointly referred to “Agreement”). A copy of this Agreement is submitted herewith.

This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the “Act”).

Section 252(e)(2) of the Act directs that a state Commission may reject an agreement reached through voluntary negotiations only if the Commission finds that: the agreement (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an agreement (or portion) is not consistent with the public interest, convenience and necessity.

IDACOMM and Qwest respectfully submit that this Agreement provides no basis for either of these findings, and, therefore jointly request that the Commission approve this Agreement expeditiously. This Agreement is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of this Agreement will enable IDACOMM to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

IDACOMM and Qwest further request that the Commission approve this Agreement without a hearing. Because this Agreement was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expeditious approval would further the public interest.

Respectfully submitted this 27th day of February, 2003.

Qwest Corporation



Mary S. Hobson
Stoel Rives LLP, Attorneys for Qwest

and

Doug Dalton
IDACOMM, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this 27th day of February, 2003, I served the foregoing **APPLICATION FOR APPROVAL OF INTERCONNECTION AGREEMENT AND AMENDMENT TO INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

| | |
|--|---|
| Jean Jewell, Secretary Idaho Public Utilities Commission 472 West Washington Street Boise, Idaho 83720-0074 jjewell@puc.state.id.us | <input checked="" type="checkbox"/> Hand Delivery <input type="checkbox"/> U. S. Mail <input type="checkbox"/> Overnight Delivery <input type="checkbox"/> Facsimile <input type="checkbox"/> Email |
| Doug Dalton IDACOMM, Inc. 1501 Federal Way – Suite 400 Boise, ID 83705 Telephone: (208) 388-5710 | <input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> U. S. Mail <input type="checkbox"/> Overnight Delivery <input type="checkbox"/> Facsimile <input type="checkbox"/> Email |
| Qwest Corporation Director Interconnection Compliance 1801 California – Room 2410 Denver, CO 80202 | <input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> U. S. Mail <input type="checkbox"/> Overnight Delivery <input type="checkbox"/> Facsimile <input type="checkbox"/> Email |
| General Counsel – Interconnection Qwest Law Department 1801 California Street – 38 th Floor Denver, CO 80202 | <input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> U. S. Mail <input type="checkbox"/> Overnight Delivery <input type="checkbox"/> Facsimile <input type="checkbox"/> Email |
| Mary Sullivan Qwest Communications International, Inc. 7800 East Orchard Road – Suite 250 Englewood, CO 80111 Telephone: (303) 793-6642 Facsimile: (303) 793-6633 mmsull1@qwest.com | <input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> U. S. Mail <input type="checkbox"/> Overnight Delivery <input type="checkbox"/> Facsimile <input type="checkbox"/> Email |

Brandi L. Gearhart, PLS
Legal Secretary to Mary S. Hobson
Stoel Rives LLP

November 4, 2002



IDACOMM, Inc.
1501 Federal Way
Suite 400
Boise, ID 83705

Dear Mr. Dalton:

We have received your request that, under Section 252(i) of the Telecommunications Act of 1996, IDACOMM, Inc. ("CLEC") wishes to "Pick and Choose" in its entirety, the terms of the Interconnection Agreement and any associated amendments, if applicable, ("Agreement") between Sprint Communications Company L.P. and Qwest Corporation fka U S WEST Communications, Inc. ("Qwest") that was approved by the Commission on December 3, 2001, Case No. SPR-T-01-1 as an effective agreement in the State of Idaho. IDACOMM, Inc. is incorporated in the state of Idaho. We understand you have a copy of the Wireline agreement.

With respect to the aforementioned Agreement, Qwest and CLEC (" the Parties") understand and agree:

1. The Parties shall request the Commission to expedite its review and approval of this Agreement. This Agreement shall become effective upon such approval.
2. Notwithstanding the mutual commitments set forth herein, the Qwest is entering into this Agreement without prejudice to any positions it has taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters, including those relating to the types of arrangements contained in this Agreement. During the proceeding in which the Commission is to review and approve the Agreement, Qwest may point out that it has objected, and continues to object, to the inclusion of the terms and conditions to which it objected in the proceedings involving the approval of the Underlying Agreement.
3. CLEC adopts the terms and conditions of the Sprint Communications Company L.P. Agreement for interconnection with Qwest and in applying the terms and conditions, agrees that IDACOMM, Inc. be substituted in place of "Sprint Communications Company L.P." throughout the Agreement wherever the latter appears.
4. Qwest requests that notice to Qwest Corporation as may be required under the Agreement shall be provided as follows:

To: Qwest Corporation
Director Interconnection Compliance
1801 California Street, Room 2410
Denver, CO 80202

With copy to:
Qwest Corporation Law Department
Attention: General Counsel, Interconnection
1801 California Street, 38th Floor
Denver, CO 80202

CLEC requests that notice to CLEC as may be required under the Agreement shall be provided as follows:

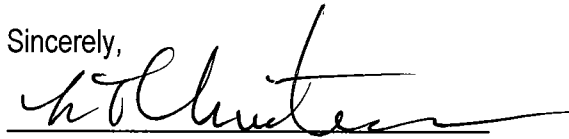
To: IDACOMM, Inc.
Doug Dalton
1501 Federal Way
Suite 400
Boise, ID 83705
Phone: 208-388-5710

CLEC represents and warrants that it is a certified provider of local dialtone service in the State of Idaho, and that this Agreement will cover services in that state only.

Please sign all three original copies of this letter, and overnight them to Heidi Higer, 1801 California St, Suite 2410 – Denver, CO 80202 (Phone: 303-965-3029) by February 4, 2003. After February 4, 2003 Qwest may rescind its willingness to consider the Agreement's terms and conditions, and will consider that you have withdrawn from good faith negotiations.

Please note that Qwest will file this letter with the appropriate state commission for approval; however, some state commissions will not approve the letter until the CLEC is certified by the state commission. You may want to contact the appropriate state commission to determine the requisite filing guidelines.

Sincerely,



Qwest Corporation
L.T. Christensen
Director – Business Policy
1801 California Street, Suite 24th Floor
Denver, Colorado 80202

Date

1/14/03

I agree to all terms and conditions contained in this letter as indicated by my signature below:

IDACOMM, Inc

CLEC Name

Doug Dalton

Signature

Doug Dalton

Name

Vice President & CFO

Title

12/31/02

Date

CDS-021104-0029
11/4/02 IDACOMM/ID

**Voice Traffic-251(b)(5) Reciprocal Compensation Amendment
to the Interconnection Agreement between
Qwest Corporation and
IDACOMM, Inc.
for the State of Idaho**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and IDACOMM, Inc. a Idaho corporation ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection 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 were not exchanging ISP-Bound traffic during the first quarter of 2001 and will therefore exchange all ISP-Bound traffic on a Bill and Keep basis; 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. Exchange Service (EAS/Local) Traffic

Pursuant to the election in Section 3 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.

2. Effective Date

This Amendment shall be deemed effective upon approval by both Parties unless modified or denied by the Commission. This Amendment shall remain in effect until a new Agreement has been executed by the Parties, but in no event for a minimum of six (6) months.

3. Rate Election

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

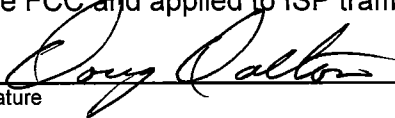
The Reciprocal Compensation rate as ordered in a state cost docket.

Signature

Name Printed/Typed

OR

The capped rate as ordered by the FCC and applied to ISP traffic:



Signature

Doug Dalton

Name Printed/Typed

4. Further Amendments

Amendments; Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

5. Entire Agreement. This Agreement (including the documents referred to herein) constitutes the full and entire understanding and agreement between the parties with regard to the subjects of this Agreement and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subjects of this Agreement.

IDACOMM, Inc.



Signature

Doug Dalton

Name Printed/Typed

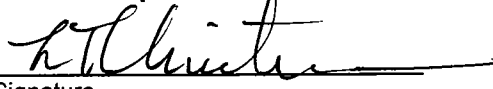
Vice President & CFO

Title

1/23/03

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director - Business Policy

Title

1/27/03

Date