

Qwest
1600 7th Avenue, Room 3206
Seattle, Washington 98191
(206) 398-2504
Facsimile (206) 343-4040

Maura E. Peterson
Paralegal
Regulatory Law

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Via Overnight delivery

April 1, 2010

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

Re: Case No. QWE-T-04-9
Application for Approval of Amendment to the Interconnection Agreement
AT&T Communications of the Mountain States, Inc.

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation is an original and three (3) copies of the Application for Approval of Amendment to the Interconnection Agreement. Qwest respectfully requests 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.

Sincerely,

A handwritten signature in black ink, appearing to read 'Maura E. Peterson', is written over the typed name.

Maura E. Peterson

mep
Enclosure
cc: Service list

Adam L. Sherr (WSBA# 25291)
Qwest
1600 7th Ave, Room 1506
Seattle, WA 98191
Telephone: (206) 398-2504
Facsimile: (206) 343-4040
Adam.sherr@qwest.com

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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**APPLICATION OF QWEST
CORPORATION FOR APPROVAL OF
AN INTERCONNECTION AGREEMENT
PURSUANT TO 47 U.S.C. §252(e)**

CASE NO.: QWE-T-04-09

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

Qwest Corporation ("Qwest") hereby files this Application for Approval of Amendment to the Interconnection Agreement ("Amendment"), which was approved by the Idaho Public Utilities Commission on June 22, 2004 (the "Agreement"). The Amendment with AT&T Communications of the Mountain States, Inc. ("AT&T") is submitted herewith.

This Amendment 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 amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an amendment (or portion) is not consistent with the public interest, convenience and necessity.

Qwest respectfully submits this Amendment provides no basis for either of these findings, and, therefore requests that the Commission approve this Amendment expeditiously. This Amendment 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 Amendment will enable AT&T to

interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

Qwest further requests that the Commission approve this Amendment without a hearing. Because this Amendment 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 1 day of April, 2010.

Qwest Corporation



Adam L. Sherr
Attorney for Qwest

CERTIFICATE OF SERVICE

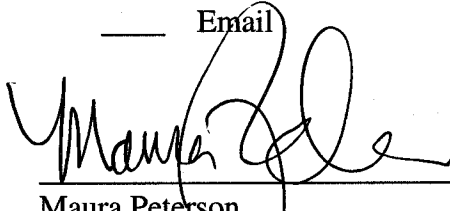
I hereby certify that on this 1st day of April, 2010, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074
jjewell@puc.state.id.us

- Hand Delivery
- U. S. Mail
- Overnight Delivery
- Facsimile
- Email

L. Fredrik Cederqvist
Senior Attorney
AT&T Services, Inc.
32 Avenue of the Americas
Room E561
New York, NY 10013

- Hand Delivery
- U. S. Mail
- Overnight Delivery
- Facsimile
- Email



Maura Peterson
Paralegal, Qwest Corporation

QWE 7-04-09

**Collocation Miscellaneous Labor Charges Amendment
to the Interconnection Agreement between
Qwest Corporation
and
AT&T Communications of the Mountain States, Inc.
for the State of Idaho**

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This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and AT&T Communications of the Mountain States, Inc. ("CLEC"). Qwest and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Idaho, that was approved by the Commission ("Agreement"); and

WHEREAS, the Parties agree to amend the 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 by adding Collocation Miscellaneous Labor Charges language and rates, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, CLEC's bills shall be deemed accurate and adjusted without error.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment 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.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended 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 the Agreement as amended.

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 Communications of the Mountain States, Inc.

Qwest Corporation

Bill C. Peacock

Signature

Bill C. Peacock

Name Printed/Typed

Director - Interconnection Agreements

Title

2/24/10

Date

L. T. Christensen

Signature

L. T. Christensen

Name Printed/Typed

Director - Wholesale Contracts

Title

3/5/10

Date

ATTACHMENT 1
Miscellaneous Labor Charges – All Collocation

The following language will be added to the Agreement.

8.3.1 Rate Elements - All Collocation

Rate elements for Collocation are included in Exhibit A.

8.3.1.18 Intentionally Left Blank.

8.3.1.19 Intentionally Left Blank.

8.3.1.20 Intentionally Left Blank.

8.3.1.21 Intentionally Left Blank.

8.3.1.22 Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of CLEC collocated equipment. CLEC is responsible for ordering maintenance spares. Qwest will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from CLEC. A call-out of a maintenance technician after business hours is subject to a minimum charge of three (3) hours.

8.3.1.23 Engineering Labor. Provides the planning and engineering of CLEC collocated equipment at the time of installation, change or removal.

8.3.1.24 Installation Labor. Provides for the installation, change or removal of CLEC collocated equipment.

Amendment				Recurring	Recurring Per Use	Non-Recurring	Notes		
Item	Description	Rate	Units				REG	NON-REG	AMOUNT
8.0 Collocation									
8.1 All Collocation									
8.1.21	Miscellaneous Charges								
	8.1.21.1 Maintenance Labor, per Half Hour (see rates in 8.2.2)								
	8.1.21.1.1 Regular Hours Rate					\$29.01			15
	8.1.21.1.2 After Hours Rate					\$39.00			15
	8.1.21.2 Engineering Labor, per Half Hour (see rates in 8.2.5)								
	8.1.21.2.1 Regular Hours Rate					\$32.94			15
	8.1.21.2.2 After Hours Rate					\$43.31			15
	8.1.21.3 Installation Labor, per Half Hour (see rates in 8.2.6)								
	8.1.21.3.1 Regular Hours Rate					\$31.77			15
	8.1.21.3.2 After Hours Rate					\$41.32			15
NOTES:									
15	Rate was previously ordered for this element in a different section of Exhibit A.								