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DOCKET NO. T-02432B-01-0245
DOCKET NO. T-01051B-01-0245

March 20, 2001

Arizona Corporation Commission
DOCKETED

MAR 21 2001

BY HAND DELIVERY

Docket Control
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

DOCKETED BY	
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Re: In the Matter of the Application of Qwest Corporation for Approval of a 911 Waiver Amendment to the Local Interconnection Agreement with Sprint Communications Company, L.P.

Dear Madam or Sir:

Please find enclosed an original and ten (10) copies of a 911 Waiver Amendment to the Local Interconnection Agreement between Qwest Corporation ("Qwest") and Sprint Communications Company, L.P. ("Sprint").

The Amendment is made in order to clarify the terms and conditions of 911/E911 Service to Sprint customers. The Arizona Corporation Commission approved the underlying Agreement between Qwest and Sprint on November 16, 2000 in Docket Nos. T-02432B-00-0026 and T-01051B-00-0026, Decision No. 63135. Enclosed is a service list for these dockets.

Please contact me at (602) 916-5396 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

FENNEMORE CRAIG
Darcy Renfro
Darcy Renfro

Enclosures

FENNEMORE CRAIG

Docket Control
March 20, 2001
Page 2

cc: Ken Ross, Director, Local Market Development, Sprint
Deborah Scott, Director, ACC Utilities Division
Lyn Farmer, Chief Counsel, ACC Legal Division

PHX/DRENFRO/1166460.1/67817.179

1 SERVICE LIST FOR: Qwest Communications
Docket Nos. T-02432B-00-0026 and T-01051B-00-0026,

2 Mr. Timothy Berg
3 Fennemore Craig
3003 N. Central Avenue, Suite 2600
4 Phoenix, Arizona 85012

5 Ken Ross, Director
Local Market Development
6 Sprint Communications Company, L.P.
7301 College Blvd.
7 Overland Park, KS 66210

8 Mr. Christopher C. Kempley
Chief Counsel
9 Arizona Corporation Commission
1200 West Washington
10 Phoenix, Arizona 85007

11 Ms. Deborah R. Scott
Director, Utilities Division
12 Arizona Corporation Commission
1200 West Washington
13 Phoenix, Arizona 85007

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**911/Waiver Amendment
to the Interconnection Agreement
Between
Sprint Communications Company, L.P.
and
Qwest Corporation
For the States of Arizona, Colorado, Minnesota and Washington**

AZ CORP COMMISSION
DOCUMENT CONTROL

This 911 Waiver Amendment is made and entered into by and between Sprint Communications Company, L.P. ("Sprint") and Qwest Corporation ("Qwest").

WHEREAS, Sprint and Qwest entered into an Interconnection Agreement for service in the states of Arizona, Colorado, Minnesota and Washington that was executed by Sprint on July 27, 2000 and by Qwest on July 31, 2000 (the "Interconnection Agreement"); and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein; and

WHEREAS, Sprint desires to offer a new Dial IP product in the aforementioned States, and

WHEREAS, Sprint has stated that its new Dial IP product will carry only one-way internet-bound data traffic of Qwest originated calls delivered to Sprint Dial IP Customers and Sprint has indicated that its Dial IP Service will not be capable of allowing Sprint Dial IP Customers to originate any Sprint voice calls, including calls that may terminate at a 911 or E911 PSAP or a mass calling choke point, and

WHEREAS, Sprint claims that its Dial IP equipment does not require 911 or E911 or mass calling choke trunks for effective technical operation of equipment or for the public safety, and

WHEREAS, Qwest is concerned that it may become involved in 911 or E911 disputes with public authorities or Sprint Customers concerning the capability of a carrier to originate local voice traffic that might terminate to Qwest without 911/E911 capabilities being provided to end users, and

WHEREAS, all other Sections of the Interconnection Agreement will remain unchanged.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Qwest and Sprint agree as follows:

Sprint represents and affirms that it will not allow its Dial IP Customers to originate Sprint voice calls using the Dial IP trunks that terminate to Qwest.

Sprint shall at all times cooperate with Qwest on the provisioning of 911/E911 and mass calling trunks when Sprint delivers its voice traffic to Qwest for termination. Qwest shall have the right to participate in the testing of this functionality. Sprint shall notify Qwest at any time that Sprint seeks interconnection arrangement between a Sprint switch and

Qwest's network that might be used to carry traffic that requires 911/E911 and mass calling trunk functionality.

In addition to the provisions contained in the Interconnection Agreement, Sprint shall indemnify and hold harmless Qwest from and against any loss, cost, claim, liability, damage and expense (including reasonable attorney's fees) to third parties, including but not limited to Sprint's Customers, relating to or arising out of the interconnection of Sprint's network with Qwest's network and the provision by Sprint of Sprint's Dial IP service to any third party with respect to 911/E911 calls, or capabilities or lack thereof.

Sprint agrees that it is solely responsible for the provision of 911/E911 services to its Customers, and agrees to abide by the terms of the Interconnection Agreement.

Except as provided in this Amendment, all other Sections of the Interconnection Agreement will remain unchanged.

Both Parties agree that nothing in this agreement can be used as an admission by or against either Party, including but not limited to obligations which arise with Internet-related traffic.

Sprint Communications Company, L.P.

Ken S. Ross
Signature

Ken S. Ross
Name Printed/Typed

Director, External Affairs
Title Local Markets

February 9, 2001
Date

Qwest Corporation

Cynthia L. Humphrey
Signature

Cynthia L. Humphrey
Name Printed/Typed

Director, Sprint Account
Title

February 13, 2001
Date

DECISIONS IN THIS CASE: 63647 05/04/2001

Application for approval of a 911 waiver amendment to the local interconnection agreement between Sprint Communications Company L.P. and Qwest Corporation

05/04/2001 21GA

✓ A.C.C. (63647)

Decision - Grants Agreement

There are 2 companies involved in this case. Please see T-02432B-01-0245 for all filings!

✓ 04/17/2001 41U

Deborah R. Scott - A.C.C. Director, Utilities Division

Memorandum & Proposed Order by the Utilities Division

✓ 03/21/2001 01A

Darcy Renfro - Atty., Qwest

Application - Agreement

PRINTED : 05/08/2001 09:15 AM