

NEW APPLICATION



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DOCKET NO. T 01051A-01-0598

July 26, 2001

BY HAND DELIVERY

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

Re: In the Matter of the Application of Qwest Corporation for Approval of the First Amendment to the Agreement for Interconnection and Traffic Interchange with Dobson Cellular Systems, Inc. d/b/a Airtouch Cellular

EXPEDITED REVIEW REQUESTED

Dear Madam or Sir:

Please find enclosed an original and ten (10) copies of the First Amendment to the Agreement for Interconnection and Traffic Interchange with Dobson Cellular Systems, Inc. d/b/a Airtouch Cellular ("Dobson"). Qwest respectfully asks the Arizona Corporation Commission ("Commission") to expedite review of this Amendment.

The Amendment is made in order to extend the term of the Agreement and add terms and conditions for Interchange of Traffic, Direct Billing Requirements and Single Point of Presence as set forth Attachment 1 to the Amendment. The Commission approved the underlying Agreement between Qwest and Dobson on August 29, 1997 in Docket Nos. E-1051-97-293 and U-2416-97-293, Decision No. 60354. Enclosed is a service list for these dockets.

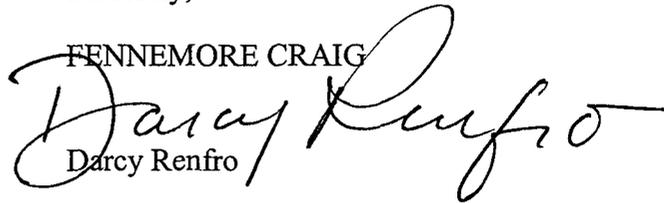
Please contact me at (602) 916-5345 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

FENNEMORE CRAIG

Docket Control
July 26, 2001
Page 2

Sincerely,

FENNEMORE CRAIG



Darcy Renfro

DR:njr

Enclosures

cc: David M. Wilson, Wilson & Bloomfield for Dobson Cellular Systems, Inc.
Richard Marshall, Wilson & Bloomfield for Dobson Cellular Systems, Inc.
Deborah Scott, Director, ACC Utilities Division
Chris Kempley, Chief Counsel, ACC Legal Division

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SERVICE LIST FOR: Qwest Corporation
Docket Nos. E-1051-97-293 and U-2416-97-293

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**Amendment No. 1
To Interconnection Agreement
Between
Dobson Cellular Systems, Inc.
And
Qwest Corporation
For the State of Arizona**

This Amendment No. 1 ("Amendment") is made and entered into by and between Qwest Corporation and Dobson Cellular Systems, Inc.

RECITALS

WHEREAS, Gila River Cellular General Partnership ("Gila River") is a party to a Type 2 Interconnection and Traffic Interchange Agreement that was made between U S WEST Communications, Inc. and U S WEST NewVector Group, Inc. on behalf of itself and Coconino Arizona RSA Limited Partnership, Yuma Arizona RSA Limited Partnership, Gila River Cellular General Partnership and Tucell Limited Partnership dated January 1, 1997 ("Agreement"). The Managing General Partner of Gila River is now Dobson Cellular Systems, Inc. ("Dobson"); and

WHEREAS, U S WEST Communications Inc. is now known as Qwest Corporation ("Qwest"); and

WHEREAS, this Amendment to Interconnection Agreement is entered into by Qwest and Gila River and Dobson as the Managing General Partner of Gila River. It is not intended to affect the rights or obligations of other parties to the above described Type 2 Interconnection and Traffic Exchange Agreement; and

WHEREAS, the Parties wish to amend the Agreement to extend the term of the Agreement and to reflect additional terms and conditions for Interchange of Traffic, Direct Billing Requirements and Single Point of Presence into their existing agreement; and

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

NOW THEREFORE, the Parties agree to the following:

1. AMENDMENT TERMS

Section 2, INTERCONNECTION AND INTERCHANGE OF TRAFFIC is amended by adding the following two paragraphs:

- (i) The Type 2B High Use Interconnection is a direct, two-way trunk group Interconnection between Dobson's POI and a Qwest end office, within the same LATA, with overflow traffic routed over an associated Type 2A trunk group to the Qwest designated local tandem. Type 2B High Use service is only available in conjunction with an associated Type 2A service and is offered only where facilities and operating conditions permit. Dobson's and

Qwest's local traffic can be exchanged over this Interconnection. It can also provide routing of Dobson-originated traffic to Feature Group A or Type 1 numbers residing within the Qwest end office switch. Dobson will not route ancillary traffic or traffic terminating to Interexchange Carriers via Feature Group B, C, or D through the Type 2B High Use Interconnection.

- (j) Based on forecasted or actual traffic at Dobson's busy hour in centum call seconds (ccs), where there is a DS1's worth of traffic (512 ccs) between Dobson's POI and a Qwest end office, Dobson will order a Type 2B dedicated (i.e., direct), two-way Primary High Use trunk group from Dobson's POI directly to the Qwest end office, which will overflow to an associated Type 2A local trunk group at the rates specified in Attachment II. To the extent that Dobson have established a collocation arrangement at a Qwest end office location, and have available capacity, the Parties agree that Dobson shall provide two-way Type 2B direct trunk facilities, when required, from that end office to Dobson's POI. In all other cases, Qwest or Dobson or a third party may provision the direct facility. If both Dobson and Qwest desire to provision the facility and cannot otherwise agree, the Parties may agree to resolve the dispute through the submission of competitive bids.

Telcordia document GR-145-CORE, Compatibility Information for Interconnection of a Wireless Services Provider and a Local Exchange Carrier Network, addresses blocking requirements for Interconnection.

Section 6, RECIPROCAL COMPENSATION, is amended as follows:

Paragraph (a), is amended by deleting the second sentence which previously read, "Carrier's rate for USWC's Reciprocal Compensation Credit, will be symmetrical to USWC's call termination rate as listed in Attachment II of this Agreement." Paragraph (a) now reads as follows:

- (a) Each Party will compensate the other for its traffic terminating to the other Party's subscriber. Qwest will compensate Dobson for local 2-way voice traffic, not paging traffic, originated from Qwest's subscribers and terminating to Dobson's subscribers. Both originating and terminating points for the minutes of use must be contained within the same MTA/Local Calling Area.

Paragraph (b), subparagraph (i) is amended by deleting the last sentence which previously read, "This monthly total will be multiplied by the applicable call terminating end office switching rate set forth in Attachment II to obtain the Reciprocal Compensation Credit for the month with respect to Qwest terminations." Subparagraph (i) now reads as follows:

- (i) The Reciprocal Compensation Credit for the termination component shall be calculated as follows: Divide the total number of monthly Qwest measured MTA/Local Calling Area Dobson minutes of use terminated on Qwest's network by a factor of 0.70% (seventy percent). The total of the calculation will then be multiplied by 0.185 (eighteen and one-half percent) to arrive at the total Qwest minutes of use terminated on Dobson's network per month.

Paragraph (b) is further amended by adding a new subparagraph (iv) as follows:

(iv) End Office Call Termination

- (1) The Parties agree that per minute of use call termination rates as described in Attachment II of the Agreement will apply reciprocally for the termination of MTA/Local traffic.
- (2) For purposes of call termination, Dobson switch(es) shall be treated as End Office Switch(es), Except as noted in paragraph (v), Tandem Switched Transport, subparagraph (2) below.
- (3) Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.
- (4) As set forth above, the Parties agree that reciprocal compensation only applies to Local Traffic, and that the FCC has determined that Internet traffic is primarily interstate in nature. The Parties further acknowledge that the FCC is considering whether a LEC is entitled to receive reciprocal compensation for traffic that it delivers to an information service provider, particularly an Internet service provider (ISP) in CC Docket No. 99-68. Following a final decision regarding the treatment of such traffic by the FCC in CC No. 99-68 or related matter, the Parties agree to amend this Agreement as it relates to compensation for termination of such traffic consistent with the FCC final decision and the preamble of the Agreement. Until such amendment is reached and approved, the Parties agree to terminate such traffic delivered for termination by the other Party on a bill and keep basis (i.e., neither call termination charges or switched access charges shall apply)

(v) Tandem Switched Transport

- (1) For traffic delivered to a Qwest Local tandem, an end office acting as local tandem or Toll/Access Tandem switch from Dobson, the tandem switching rate and the tandem transmission rate in Attachment II of the Agreement shall apply per minute in addition to the end office call termination rate described above.
- (2) The Parties agree that the rates as described in Attachment II of the Agreement apply reciprocally to MTA/EAS/Local traffic when Dobson is connected to a Qwest local and/or access tandem as listed in the LERG. The tandem switching rate and the tandem transmission rate in Attachment II of the Agreement shall apply per minute in addition to the end office call termination rate described above.
- (3) Mileage shall be measured for the tandem transmission rate elements based on V&H coordinates between the Qwest tandem and the Qwest terminating end office. If actual mileage cannot be measured, an assumed four (4) miles will be used.
- (4) When Dobson terminates traffic to a Qwest remote office, the mileage calculated for purposes of assessing Tandem Switched Transport

charges will include the mileage between the Qwest host office and the Qwest remote office.

- (5) When Qwest receives a call from Dobson to a number that has been ported to another Qwest central office within the EAS/Local calling area, mileage transport charges will apply which reflect the distance to the end office to which the call has been ported.

Section 6, RECIPROCAL COMPENSATION is further amended to add a new paragraph (e), Requirements For Direct Billing Qwest-Originated Traffic as follows:

(e) Requirements For Direct Billing Qwest - Originated Traffic.

- (1) Dobson may elect to direct bill Qwest in lieu of using the reciprocal compensation credit method for the termination component as described in paragraph (b) (i) above. The following are the requirements for Dobson to render a bill for Qwest-originated traffic, to be illustrated in a sample bill mutually agreed upon at least thirty (30) days prior to initiating such billing. This sample bill shall also display any additional requirements agreed upon by both Parties.
 - (i) Invoices will comply with Dobson'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.
 - (ii) The Parties will exchange billing contacts and telephone numbers.
 - (iii) The invoices will include identification of the monthly bill period (from and through dates).
 - (iv) Dobson bills Qwest, based on the Dobson CLLI code of its terminating POI.
 - (v) Dobson will assign an Invoice Number and/or Billing Account Number.
 - (vi) Dobson 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).
 - (vii) 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).
 - (viii) Invoice will include all adjustments, credits, debits and payments.

- (ix) Invoice will include all applicable taxes and surcharges. Dobson will calculate, bill, collect and remit applicable taxes and surcharges to the appropriate authorities.
- (x) Dobson's invoices to Qwest will be provided on paper, unless a mechanized format is mutually agreed upon.
- (xi) Dobson's invoice to Qwest will include only traffic originating from Qwest'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 Qwest customers.
- (xii) Dobson's invoice to Qwest will not include Switched Access traffic.
- (xiii) The invoice to Qwest will not include calls destined for the Dobson's customer who is roaming in another MTA or state at the time the call is answered.
- (xiv) Dobson's invoice will contain only the agreed upon measured usage element charges.
- (xv) Invoice will identify Minutes of Usage (MOUs) summarized according to the Qwest End Office from which the call originated. Call detail at the NPA/NXX level will be provided on request for billing validation purposes.
- (xvi) Only completed calls (not attempts) will be billed.
- (xvii) Conversation minutes, called party answer to call disconnect, (not including connect time) will be billed.
- (xviii) 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.

Section 9, TERMINATION, is amended by deleting paragraph (a) in its entirety and replacing it with the following:

- (a) Upon execution of this Amendment, the Parties agree to extend the terms and conditions of the Agreement for an additional two year term beginning on the Effective Date of this Amendment. Upon expiration of the term of the Agreement, the Agreement shall continue in force and effect until terminated by either Party on one hundred sixty (160) days written notice to the other Party. The date of this notice will be the starting point for the one hundred sixty (160) day negotiation window under Section 252 of the Act. If the Parties reach agreement, this Agreement will terminate on the date specified in the notice or on the date the Commission approves the agreement, whichever is later. If the Parties arbitrate, this Agreement will terminate when the Commission

approves the new agreement. Prior to the conclusion of the term specified above, Dobson may obtain interconnection services under the terms and conditions of a then-existing agreement to become effective at the conclusion of the term.

Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference, is made in order to add the terms and conditions for Single Point of Presence (SPOP).

2. EFFECTIVE DATE

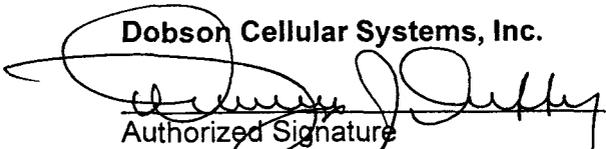
This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, Dobson must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. Dobson 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.

Dobson Cellular Systems, Inc.

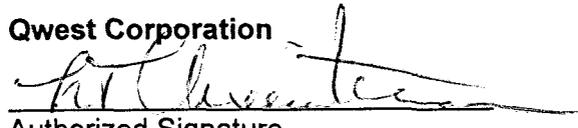

Authorized Signature

TIMOTHY F. DUFFY
Printed Name

CTO
Title

01-31-01
Date

Qwest Corporation


Authorized Signature

LT Christensen
Printed Name

Director - Bus Policy
Title

2/7/01
Date

ATTACHMENT 1

1. Single Point of Presence (SPOP) in the LATA

- 1.1 By utilizing SPOP in the LATA, Dobson can deliver both Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic and Exchange Service EAS/Local traffic at Qwest's Access Tandem Switches. Dobson can also utilize Qwest's behind the tandem infrastructure to terminate traffic to specific end offices. The SPOP is defined as the Dobson's physical point of presence.
- 1.2 SPOP in the LATA includes an Entrance Facility (EF)/Expanded Interconnect Channel Termination (EICT) and Direct Trunked Transport (DTT) options at both a DS1 and DS3 capacity.
- 1.3 Where there is a Qwest local tandem serving an end office that Dobson intend to terminate traffic, the following conditions apply:
 - 1.3.1 All local trunking must be ordered to the Qwest local tandem for the Qwest end office served by the Qwest local tandem.
 - 1.3.2 Connections to a Qwest local tandem may be two-way or one-way trunks. These trunks will carry Exchange Service EAS/Local traffic only.
 - 1.3.3 A separate trunk group to the Qwest Access Tandem is required for the exchange of Exchange Access (IntraLATA Toll Non-IXC) traffic and jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.
- 1.4 Where there is no Qwest local tandem serving a Qwest end office, Dobson may choose from one of the following options:
 - 1.4.1 A two-way Dobson's Type 2 trunk group to the Qwest access tandem for Dobson's traffic terminating to, originating from, or passing through the Qwest network that combines Exchange Service EAS/Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.
 - 1.4.2 A two-way Dobson's Type 2 trunk group to the Qwest access tandem for Dobson Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to and originating from the IXC Feature Group (FG) A/B/D network through the Qwest network and an additional two-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local and Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.
 - 1.4.2.1 If Dobson use two way trunking, Qwest will send all Exchange Service EAS/Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA

IXC) traffic delivered to the Qwest access tandem on the same combined trunk.

1.4.3 A one-way terminating Dobson's Type 2 trunk group to the Qwest access tandem for Dobson's traffic destined to or through the Qwest network that combines Exchange Service EAS/Local, Exchange Access (Intra LATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

1.4.4 Dobson may utilize a one-way Type 2 trunk group to the Qwest access tandem for Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to the IXC FG A/B/D network through the Qwest network, and an additional one-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/Local, Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.

1.4.4.1 If Dobson order either of the above one-way trunk options, Qwest will return the traffic via one combined Exchange Service EAS/Local, and Exchange Access (IntraLATA Toll Non-IXC) trunk group.

- 1.5 Dobson must have SS7 functionality to use SPOP in the LATA.
- 1.6 If there is more than one Qwest access tandem with the LATA boundary, the Dobson must order Type 2 trunking to each Qwest access tandem that serve their end-user customers' traffic to avoid call blocking. Dobson must trunk to each Qwest access tandem in the relevant LATA and to each local tandem through which it has routed traffic to its NXXs. Dobson only need to trunk to each local tandem where they have a customer base. The 512 CCS rule and other direct trunking requirements will apply for direct trunking to Qwest end offices.
- 1.7 Where Dobson request for trunking for SPOP in a LATA that exceed fifty (50) miles, Qwest reserves the right to request negotiation of a Mid-Span meet POI.
- 1.8 SPOP in the LATA cannot be used in conjunction with existing Dobson's Type 2 trunking that connect to Qwest's end office switches with tandem functionality. Where Dobson has such trunking to end offices and wishes to elect SPOP, the Parties would deactivate the existing end office trunks.
- 1.9 SPOP in the LATA is not available for delivering ISP bound, interstate in nature, traffic.
- 1.10 The Type 2 SPOP facility cannot be used to access unbundled network elements.
- 1.11 SPOP in a LATA is available only where facilities are available. Qwest is not obligated to construct new facilities to provide SPOP in a LATA.

1.12 Ordering

1.12.1 SPOP in a LATA will be ordered based upon the standard ordering process for the type of facility chosen. See the Qwest Interconnection and Resale Resource Guide for further ordering information.