

ORIGINAL

NEW APPLICATION



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AZ CORP COMMISSION
DOCKET CONTROL

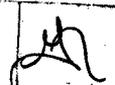


Arizona Corporation Commission
DOCKETED

JUL 10 2014

July 10, 2014

Docket Control
Arizona Corporation Commission
1200 W. Washington
Phoenix, AZ 85007
T-01051B-14-0264
T-20721A-14-0264

DOCKETED BY 

Re: In the Matter of Adoption of the ICC Bill and Keep Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Cricket Communications, Inc. for the State of Arizona

Dear Madam or Sir:

Accompanying this transmittal is an Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink") and Cricket Communications, Inc. ("CLEC"). CenturyLink files this Amendment for approval under 47 U.S.C. §252(e) and A.A.C. R14-2-1508.

The Agreement is amended by adding terms, conditions and rates, as set forth in the Amendment and Attachment 1, into the Interconnection Agreement. The Agreement was approved by the Commission on December 14, 2000, Docket No. T-01051B-00-0907, Decision No. 63293.

Please contact me at (602) 630-2187 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

Norman G. Curtright

NGC/bardm

Enclosure

cc: Dan Graff, Director
Cricket Communications, Inc.
10307 Pacific Center Court
San Diego, CA 92121

**ICC Bill and Keep Amendment
to the Type 2 Wireless Interconnection Agreement
between
Qwest Corporation dba CenturyLink QC
and
Cricket Communications, Inc.
for the State of Arizona**

This Amendment ("Amendment") is to the Type 2 Wireless Interconnection Agreement by and between Qwest Corporation dba CenturyLink QC (f/k/a U S WEST Communications, Inc.) ("CenturyLink") and Cricket Communications, Inc. ("Carrier"); (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Arizona, that was approved by the Commission in 2000 ("Agreement"); and

WHEREAS, the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, issued an order that changed the current state of applicable law with respect to, among other things, requirements surrounding the exchange of traffic between CMRS providers and LECs effective December 29, 2011 ("FCC Order" or "Order"); and

WHEREAS, Carrier has requested to amend the Agreement based on the FCC Order; and

WHEREAS, the Parties agree to amend the Agreement based on the FCC Order with 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 terms, conditions, and rates as set forth in this Amendment and Attachment 1, attached hereto and incorporated herein by this reference.

By signature on this Amendment, Carrier has elected to modify existing contract terms in order to implement the applicable provisions of the above mentioned FCC Order.

Effective Date

This Amendment shall become effective on the date of Commission Approval; however, the Parties agree to implement the provisions of this Amendment effective September 1, 2012 pursuant to the FCC Order and mutual agreement.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

Entire Agreement

Other than the publicly filed Agreement and its Amendments, CenturyLink and Carrier have no agreement or understanding, written or oral, relating to the terms and conditions for interconnection.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Cricket Communications, Inc.

Qwest Corporation dba CenturyLink QC

DocuSigned by:
Todd Norman
C612446888BC480...

DocuSigned by:
Larry Christensen
05E9FC88BD57454...

Signature

Signature

Todd Norman
Name Printed/Typed

L. T. Christensen
Name Printed/Typed

Director Procurement – Network
Title

Director – Wholesale Contracts
Title

6/23/2014

6/26/2014

Date

Date

Attachment 1

Notwithstanding anything set forth in the Agreement to the contrary, the following terms and provisions shall govern the exchange of Non-Access Telecommunications Traffic, as defined in the Order, between the Parties.

1. General

- 1.1. Bill and Keep shall mean the originating Party has no obligation to pay terminating charges to the terminating Party.
- 1.2. Non-Access Telecommunications Traffic shall have the meaning set forth in 47 CFR §51.701(b) that is originated or terminated as wireless traffic by Carrier's end user.
- 1.3. Carrier agrees that it will only route traffic from its own wireless end users to CenturyLink for termination to CenturyLink end users or as Transit Traffic destined for a third party. In the event Carrier routes any traffic from third parties to CenturyLink in violation of this paragraph, CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at the rate that is then applicable to intrastate access traffic.
- 1.4. All other terms not otherwise defined in this Amendment are as defined in the Agreement.

2. Intercarrier Compensation.

- 2.1. Bill and Keep shall apply to the exchange of Non-Access Telecommunications Traffic, solely when such traffic terminates to the end users of one of the Parties. This compensation arrangement shall supersede any previous usage-based terminating charges of:
 - 2.1.1. End Office Switching/Call Termination, Tandem Switching/Tandem Switched Transport, Common Transport, Tandem Transmission charges and/or equivalent charges (except as provided in Section 2.2.2); or
 - 2.1.2. Any "FCC Opt-In Compensation" or equivalent charges assessed in accordance with the interim rates previously prescribed pursuant to the *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 and subsequent orders of the FCC.
- 2.2. Notwithstanding anything in this Amendment or in the Agreement to the contrary, Bill and Keep shall not apply to the right of CenturyLink to be compensated for:
 - 2.2.1. Transit Traffic that transits a CenturyLink Tandem. Such Transit Traffic shall be at the same rates that existed prior to this Amendment, and any adjustment to reciprocal compensation rate element(s) that are assessed by a Party for terminating Non-Access Telecommunications Traffic pursuant to the Order shall not apply for purposes of calculating the rate(s) to be charged by CenturyLink for providing a Transit Service.
 - 2.2.2. Common Transport for Indirect Traffic which is originated by Carrier and terminated to CenturyLink. Such Common Transport rate shall be at the same rates that existed prior to the Amendment, and any adjustment to reciprocal

compensation rate element(s) that are assessed by a Party for terminating Non-Access Telecommunications Traffic pursuant to the Order shall not apply for purposes of calculating the rate(s) to be charged by CenturyLink for providing Common Transport associated with Indirect Traffic.

3. Traffic Delivery Arrangements. For purposes of determining the relevant network points for delivery and exchange of traffic pursuant to this Amendment, the Parties acknowledge and agree as follows:

3.1. Tandem Management.

- 3.1.1. When Transit Traffic originated by a third party is routed through a CenturyLink Tandem to Carrier, and the third party rural incumbent local exchange carrier ("rural ILEC") is not legally obligated to compensate CenturyLink for the Transit Service provided in transporting the traffic to Carrier as a result of paragraph 999 of the FCC Order, then Carrier will either:

3.1.1.1. Establish direct interconnection with such third party rural ILEC; or

3.1.1.2. Pay the Transit charges for such traffic.

- 3.1.2. Carrier agrees not to route Transit Traffic to a non-CenturyLink Tandem when the NPA-NXX of the number called is rated within CenturyLink's tandem serving area, and Carrier shall reimburse CenturyLink for any terminating compensation charged to CenturyLink by a third party terminating carrier as a result of any such double tandem Transit Traffic routed by Carrier. In addition, Carrier will be financially responsible for any Transit charges of CenturyLink on such traffic.

- 3.1.3. To the extent network and contractual arrangements exist with all necessary parties throughout the term of the Agreement, CenturyLink Transit Services are available solely at the CenturyLink Tandem providing the Transit Service for those third party carriers that are listed in the LERG as subtending that CenturyLink Tandem and are directly connected to the same CenturyLink Tandem.

- 3.1.4. In the event Transit Traffic routed by Carrier is blocked by a third party, the Parties understand and agree that it is the sole responsibility of Carrier to resolve the dispute. Carrier acknowledges that CenturyLink does not have any responsibility to pay, and Carrier indemnifies CenturyLink against any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic routed to CenturyLink by Carrier.

4. Price Sheet Revisions. For purposes of reflecting the Bill and Keep arrangement in Section 2 above and the rates for third party originated Transit Service in accordance with Section 3.1 above, the Agreement is hereby amended by deleting in its entirety the schedule of rates and charges set forth in Part G of the Agreement (or in any other schedule, attachment or exhibit to the Agreement where the rates and charges under the Agreement are set forth), and replacing it with Exhibit A attached hereto. It is understood and agreed by the Parties that Exhibit A reflects the rates and charges which are currently being billed and paid by the Parties, except as the same have been modified by Section 2 and Section 3 above, and that neither Party will seek billing adjustments for past periods based upon the rates shown on the attached Exhibit A that have been historically charged and paid for the period up to and

including the date of this Amendment, except for any billing adjustments which may be necessary or appropriate to give effect to Section 2 and Section 3.1 above as of the date this Amendment is implemented.

5. **Reservation of Rights.** Notwithstanding anything in this Amendment or in the Agreement to the contrary, and notwithstanding the execution of this Amendment by the Parties, CenturyLink reserves the absolute right to charge and collect any compensation that it would otherwise have been entitled to in the absence of the FCC Order or this Amendment, and this Amendment shall immediately become void *ab initio*, if the application of the Bill and Keep compensation framework within the FCC Order is in any way stayed or modified or subsequently determined by the FCC or a court of competent jurisdiction to be discriminatory, unfair, or otherwise improper, unlawful, unenforceable, without adequate legal support or inapplicable.

Cricket Communications, Inc.

Wireless Type 2 Exhibit A
Arizona

Amendment		Options		Bill and Keep		Notes			
				Recurring	Recurring Per Mile	Non-Recurring	REG	REG per Mile	NRC
6.0	Interconnection								
6.1	Entrance Facilities								
	6.1.1	DS1		\$89.42		\$256.87	C		C
	6.1.2	DS3		\$357.16		\$256.87	C		C
6.2	EICT								
	6.2.1	Per DS1		\$0.00		\$0.00	A		A
	6.2.2	Per DS3		\$0.00		\$0.00	A		A
6.3	Direct Trunked Transport								
	6.3.1	Intentionally Left Blank							
	6.3.2	DS1 (Recurring Fixed & per Mile)							
		6.3.2.1	Over 0 to 8 Miles	\$35.98	\$0.65		C		C
		6.3.2.2	Over 8 to 25 Miles	\$35.99	\$0.94		C		C
		6.3.2.3	Over 25 to 50 Miles	\$36.00	\$1.75		C		C
		6.3.2.4	Over 50 Miles	\$36.00	\$1.59		C		C
	6.3.3	DS3 (Recurring Fixed & per Mile)							
		6.3.3.1	Over 0 to 8 Miles	\$243.17	\$13.32		C		C
		6.3.3.2	Over 8 to 25 Miles	\$246.16	\$15.90		C		C
		6.3.3.3	Over 25 to 50 Miles	\$250.66	\$22.91		C		C
		6.3.3.4	Over 50 Miles	\$249.26	\$22.49		C		C
6.4	Multiplexing								
	6.4.1	DS1 to DS0		\$200.08		\$268.62	A		1, 5
	6.4.2	DS3 to DS1		\$228.05		\$263.87	A		A
6.5	Trunk Nonrecurring Charges								
	6.5.1	DS1 Interface							
		6.5.1.1	First Trunk						
			6.5.1.1.1	Installation		\$7.60			A
			6.5.1.1.2	Disconnect		\$0.53			A
		6.5.1.2	Each Additional Trunk						
			6.5.1.2.1	Installation		\$7.60			A
			6.5.1.2.2	Disconnect		\$0.53			A
	6.5.2	DS3 Interface							
		6.5.2.1	First Trunk						
			6.5.2.1.1	Installation		\$7.60			A
			6.5.2.1.2	Disconnect		\$0.53			A
		6.5.2.2	Each Additional Trunk						
			6.5.2.2.1	Installation		\$7.60			A
			6.5.2.2.2	Disconnect		\$0.53			A
	6.5.3	Trunk Routing Change, per Type 2 Trunk Group							
		6.5.3.1	2A Direct Final to Alternate Final			\$74.10			1
		6.5.3.2	Type 2 Routing Translation Change			\$74.10			1
6.6	Ancillary Trunks								
	6.6.1	One-Way Out Only, Ancillary Trunks, per Trunk		\$50.00		\$54.00			
6.7	Intentionally Left Blank								
6.8	Intentionally Left Blank								
6.9	Miscellaneous Charges								
	6.9.1	Cancellation Charge					CenturyLink QC's Arizona Switched Access Tariff 5.2.3		
	6.9.2	Expedite Charge					CenturyLink QC's Arizona Switched Access Tariff		
	6.9.3	Additional Testing					CenturyLink QC's Arizona Switched Access Tariff		
6.10	Transit Traffic								
	6.10.1	Local Transit (Assumed Mileage = 9 Miles) , per Minute of Use		\$0.001340				B	
	6.10.2	IntraLATA Toll Transit, Per Minute of Use		\$0.002280				1	
	6.10.3	Third Party Originated Local Transit Traffic (Assumed Mileage = 9 Miles) , Per Minute of Use		\$0.001340				B & D	
	6.10.4	Third Party Originated IntraLATA Toll Transit, Per Minute of Use		\$0.002280				1 & D	

**Wireless Type 2 Exhibit A
Arizona**

		Recurring	Recurring Per Mile	Non-Recurring	REG	REG PER MILE	NRG
6.11	Jointly Provided Switched Access Services						
6.11.1	Mechanized Access Records, per Record	\$0.001827			1		
6.12	InterMTA Traffic		CenturyLink QC's FCC Switched Access Tariff				
6.12.1	Percentage of M-L InterMTA Usage	0%					
6.12.2	Percentage of L-M InterMTA Usage	10%					
6.13	Percent Local Usage Factors						
6.13.1	PLU	29.90%					
7.0	Intentionally Left Blank						
8.0	Intentionally Left Blank						
9.0	Ancillary Services						
9.1	Local Number Portability						
9.1.1	LNP Queries	See FCC Tariff #1 Section 13 & 20		See FCC Tariff #1 Section 13 & 20			
9.1.2	LNP Managed Cuts						
9.1.2.1	Standard Managed Cuts, per Person, per Half Hour			\$27.31			5
9.1.2.2	Overtime Managed Cuts, per Person, per Half Hour			\$35.43			5
9.1.2.3	Premium Managed Cuts, per Person, per Half Hour			\$43.49			5
9.2	911 / E911	No Charge		No Charge			
9.3	Intentionally Left Blank						
9.4	Access to Poles, Ducts, Conduits and Rights of Way (ROW)						
9.4.1	Pole Inquiry Fee, per Mile			\$317.28			A
9.4.2	Innerduct Inquiry Fee, per Mile			\$381.38			A
9.4.3	ROW Inquiry Fee, per Inquiry			\$140.95			A
9.4.4	ROW Document Preparation Fee			\$140.95			A
9.4.5	Field Verification Fee, per Pole			\$35.24			A
9.4.6	Field Verification Fee, per Manhole			\$140.95			A
9.4.7	Planner Verification, per Manhole			\$15.72			A
9.4.8	Manhole Verification Inspector, per Manhole			\$281.90			A
9.4.9	Manhole Make-Ready Inspector, per Manhole			\$422.85			A
9.4.10	Intentionally Left Blank						
9.4.11	Pole Attachment Fee, per Foot, per Year						
9.4.11.1	Urban	\$5.98			4		
9.4.11.2	Non-Urban	\$9.02			4		
9.4.12	Innerduct						
9.4.12.1	Intentionally Left Blank						
9.4.12.2	Innerduct Occupancy Fee, per Foot, per Year	\$0.3660			4		
9.4.13	Access Agreement Consideration			\$10.00			A
9.4.14	Make Ready			ICB			3
10.0	Intentionally Left Blank						
11.0	Access to Operational Support Systems (OSS)						
11.1	Development and Enhancements, per Order				Under Development		
11.2	Ongoing Operations, per Order				Under Development		
12.0	Maintenance and Repair						
12.1	Trouble Isolation Charge						
12.1.1	Maintenance of Service for non-Qwest Trouble, per Half Hour or fraction thereof						
12.1.1.1	Maintenance of Service - Basic			\$27.26			A
12.1.1.2	Maintenance of Service - Overtime			\$36.41			A
12.1.1.3	Maintenance of Service - Premium			\$45.57			A
12.1.2	Dispatch for non-Qwest Trouble			\$83.10			A
13.0	Intentionally Left Blank						
14.0	Intentionally Left Blank						
15.0	Intentionally Left Blank						
16.0	Bona Fide Request Process						
16.1	Processing Fee			\$2,367.93			A
17.0	Intentionally Left Blank						

Cricket Communications, Inc.

**Wireless Type 2 Exhibit A
Arizona**

		Recurring	Recurring Per Mile	Non-Recurring	REG	REC per Mile	NRC
18.0	Intentionally Left Blank						
19.0	Construction Charges		ICB	ICB	3		3
NOTES:							
	* Unless otherwise indicated, all rates are pursuant to Arizona Corporation Commission Dockets listed below:						
A	Cost Docket T-0000A-00-0194 Phase II Order No. 64922 Effective 6/12/02						
B	Cost Docket T-0000A-00-0194 Phase IIa Order No. 65451 Effective 12/12/02						
C	Cost Docket T-0000A-00-0194 Phases II & IIa Record Reopened Decision No. 66385 Effective Dates 6/12/02 & 10/6/03						
D	FCC Docket No. 01-92 Effective 12-29-11						
1	Rates not addressed in cost docket (TELRIC-based costs where required.)						
2	Market-based rates.						
3	ICB, Individual Case Basis						
4	Rates per FCC Guidelines						
5	Regional TELRIC based where required.						
6	Per the terms of the Stipulated Agreement reached November 2001, Qwest will not charge for this element until the Commission has an opportunity to review and approve in Phase III of the Cost Proceeding.						
7	DSO service is available for existing customers as of 2/9/04.						
8	The provision of transiting services is not required pursuant to Section 251 of the Telecommunications Act. Qwest has chosen to offer this service as part of its interconnection agreement.						
9	Rate agreed upon in 271 workshops.						