



Jason D. Topp
Senior Corporate Counsel - Regulatory
(651) 312-5364

May 1, 2014



Mr. Darrell Nitschke
Executive Secretary
North Dakota Public Service Commission
600 East Boulevard Avenue, 12th Floor
Bismarck, ND 58505-0480

Re: ICC Bill and Keep Amendment to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC and T-Mobile USA, Inc.

Dear Mr. Nitschke:

Enclosed for filing for approval by the North Dakota Public Service Commission pursuant to 47 U.S.C. § 252 and N.D. Cent. Code § 49-21-01.7 is the ICC Bill and Keep Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and T-Mobile USA, Inc. for the State of North Dakota.

Contact information for T-Mobile USA, Inc., is as follows:

Bryan Fleming
Vice President-Tech Systems and
Business Operations
12920 SE 38th Street
Bellevue, WA 98006
(425) 383-4000
bryan.fleming@t-mobile.com

Thank you for your help with this matter. Please contact me if you have any questions or concerns.

Very truly yours,

A handwritten signature in dark ink, appearing to be "J. Topp", written over the typed name "Jason D. Topp".

Jason D. Topp

JDT/bardm

Enclosure

cc: Bryan Fleming (via email)

1 **PU-14-227** Filed: 5/1/2014 Pages: 8
ICC Bill and Keep Amendment to the Interconnection Agreement

Qwest Corporation

Jason Topp

**ICC Bill and Keep Amendment
to the Wireless Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
T-Mobile USA, Inc.
for the State of North Dakota**

This Amendment ("Amendment") is to the Wireless Interconnection Agreement by and between Qwest Corporation dba CenturyLink QC ("CenturyLink") and T-Mobile USA, Inc. ("T-Mobile") (T-Mobile and CenturyLink are referenced together as the "Parties").

RECITALS

WHEREAS, the Parties or their predecessors in interest entered into an Interconnection Agreement ("Agreement") for service in the State of North Dakota, that was approved by the Commission on February 16, 2011; and

WHEREAS, the Federal Communications Commission ("FCC") in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, has 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 (collectively, the "FCC Orders" or "Orders"); and

WHEREAS, T-Mobile has requested to amend the Agreement based on the FCC Orders; and

WHEREAS, the Parties agree to amend the Agreement based on the FCC Orders 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, Attachment 1, and Exhibit A attached hereto and incorporated herein by this reference.

By signature on this Amendment, the Parties have elected to modify existing contract terms of the Agreement in order to implement the applicable provisions of the above mentioned FCC Orders.

Effective Date

This Agreement shall become effective on the date of Commission approval; however, the Parties agree to implement the provisions of this Amendment effective July 1, 2012, pursuant to the FCC Order.

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, the Parties 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.

T-Mobile USA, Inc.

DocuSigned by:
Bryan Fleming
277AF0A2E930495

Signature

Bryan Fleming

Name Printed/Typed

Vice President – Tech Systems & Bus
Operations

Title

4/21/2014

Date

Qwest Corporation dba CenturyLink QC

05E9FC68BD57454...
L. T Christensen
DocuSigned By: L. T Christensen

Signature

L. T. Christensen

Name Printed/Typed

Director – Wholesale Contracts

Title

4/22/2014

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 FCC Orders, between the Parties.

1. General.

- 1.1. "Bill and Keep" shall have the meaning set forth in 47 C.F.R. § 51.713.
- 1.2. Consistent with 47 C.F.R. § 51.701(b), "Non-Access Telecommunications Traffic" means traffic that is originated or terminated as wireless traffic by T-Mobile's end user or end users of other wireless carriers roaming on T-Mobile's network.
- 1.3 T-Mobile agrees that it will only route traffic from T-Mobile's wireless end users, or end users of other wireless carriers roaming on T-Mobile's network, to CenturyLink for termination to CenturyLink end users or as Transit Traffic destined for a third party. CenturyLink agrees that it will only route traffic from its own landline end users, or end users of local exchange carriers or CMRS providers with switches that subtend CenturyLink's Tandem Switch, to T-Mobile for termination to T-Mobile's own wireless end users.
- 1.4. All other terms not otherwise defined in this Amendment are as defined in the Agreement.

2. Inter-carrier 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, or end users of other wireless carriers roaming on T-Mobile's network. This compensation arrangement shall supersede any previous usage-based terminating charges of:
 - 2.1.1. End Office Switching, Tandem Switching and/or Common Transport charges, or equivalent charges denominated in a similar fashion, such as End Office Call Termination, Tandem Switched Transport, Tandem Transmission, and the like; 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 CenturyLink's compensation for Transit Service. Transit Service shall be subject to the Transit Rate 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 Orders shall not apply for purposes of calculating the rate(s) to be charged by CenturyLink for providing a Transit Service.

3. Tandem Management.

3.1. When Transit Traffic originated by a third party is routed through a CenturyLink Tandem to T-Mobile, and the third party is not legally obligated to compensate CenturyLink for the Transit Service provided in transporting the traffic to T-Mobile as a result of paragraph 999 of the FCC Orders, then T-Mobile will either:

3.1.1. Establish direct interconnection with such third party; or

3.1.2. Pay the Transit Service charges for such traffic at the Transit Traffic rate set forth in the Agreement.

3.2. When CenturyLink bills T-Mobile under Section 3.1.2 above, CenturyLink shall provide sufficient detail for T-Mobile to verify the charges, and CenturyLink shall cooperate in providing any additional information requested by T-Mobile, including but not limited to call detail records, necessary to verify the accuracy of the charges.

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, if as a result of any effective and unstayed decision, order, reconsideration or determination of any judicial or regulatory authority with competent jurisdiction, any provisions in the FCC Orders regarding the Bill-and-Keep arrangements for Non-Access Telecommunications Traffic are stayed, revised, modified, reversed or remanded, then the Parties agree to comply with all requirements of such applicable effective and unstayed decision, order, reconsideration or determination.

T-Mobile USA, Inc.

**Wireless Type 2 Exhibit A
North Dakota**

Amendment				Bill and Keep		Notes			
				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
6.0	Interconnection								
6.1	Entrance Facilities								
	6.1.1	DS1		\$94.48		\$137.41	C		C
	6.1.2	DS3		\$405.48		\$282.26	C		C
6.2	EICT								
	6.2.1	Per DS1		\$0.00		\$0.00	B		B
	6.2.2	Per DS3		\$0.00		\$0.00	B		B
6.3	Direct Trunked Transport								
	6.3.1	DS0 (Recurring Fixed & per Mile)							
		6.3.1.1	Over 0 to 8 Miles	\$26.09	\$0.09		C	C	
		6.3.1.2	Over 8 to 25 Miles	\$26.09	\$0.09		C	C	
		6.3.1.3	Over 25 to 50 Miles	\$26.09	\$0.11		C	C	
		6.3.1.4	Over 50 Miles	\$25.60	\$0.11		C	C	
	6.3.2	DS1 (Recurring Fixed & per Mile)							
		6.3.2.1	Over 0 to 8 Miles	\$65.36	\$1.99		C	C	
		6.3.2.2	Over 8 to 25 Miles	\$65.36	\$1.99		C	C	
		6.3.2.3	Over 25 to 50 Miles	\$65.36	\$1.99		C	C	
		6.3.2.4	Over 50 Miles	\$61.69	\$2.50		C	C	
	6.3.3	DS3 (Recurring Fixed & per Mile)							
		6.3.3.1	Over 0 to 8 Miles	\$421.97	\$5.87		C	C	
		6.3.3.2	Over 8 to 25 Miles	\$421.97	\$5.87		C	C	
		6.3.3.3	Over 25 to 50 Miles	\$421.97	\$5.87		C	C	
		6.3.3.4	Over 50 Miles	\$420.31	\$24.40		C	C	
6.4	Multiplexing								
	6.4.1	DS1 to DS0		\$259.64		\$211.37	C		C
	6.4.2	DS3 to DS1		\$300.52		\$268.37	C		C
6.5	Trunk Nonrecurring Charges								
	6.5.1	DS1 Interface							
		6.5.1.1	First Trunk			\$159.53			C
		6.5.1.2	Each Additional Trunk			\$4.68			C
	6.5.2	DS3 Interface							
		6.5.2.1	First Trunk			\$165.90			C
		6.5.2.2	Each Additional Trunk			\$9.35			C
	6.5.3	Trunk Routing Change, per Type 2 Trunk Group							
		6.5.3.1	2A Direct Final to Alternate Final			\$71.57			1
		6.5.3.2	Type 2 Routing Translation Change			\$71.57			1
6.6	Ancilliary Trunks								
	6.6.1	One-Way out only, Ancillary Trunks, per Trunk		\$26.24		\$19.57			
6.7	Intentionally Left Blank								
6.8	Intentionally Left Blank								
6.9	Miscellaneous Charges								
	6.9.1	Cancellation Charge				CenturyLink QC's North Dakota Access Service Catalog			
	6.9.2	Expedite Charge				CenturyLink QC's North Dakota Access Service Catalog			
	6.9.3	Additional Testing				CenturyLink QC's North Dakota Access Service Catalog			
6.10	Transit Traffic								
	6.10.1	Local Transit (Assumed Mileage = 15 Miles) , per Minute of Use		\$0.0027275			C		
	6.10.2	IntraLATA Toll Transit, Per Minute of Use		\$0.003036			1		
	6.10.3	Third Party Originated Local Transit Traffic (Assumed Mileage = 15 Miles), Per Minute of Use		\$0.0027275			C & D		
	6.10.4	Third Party Originated IntraLATA Toll Transit, Per Minute of Use		\$0.003036			1 & D		
6.11	Jointly Porvided Switched Access Services								
	6.11.1	Mechanzied Access Records, per Record		\$0.001536			C		

T-Mobile USA, Inc.

**Wireless Type 2 Exhibit A
North Dakota**

					Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
6.12	InterMTA Traffic				CenturyLink QC's FCC Switched Access Tariff					
	6.10.2	Percentage of M-L InterMTA Usage			5%					
	6.12.2	Percentage of L-M InterMTA Usage			2%					
6.13	Percent Local Usage Factors									
	6.13.1	PLU			18.50%					
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 Sections 13 & 20		See FCC Tariff #1 Sections 13 & 20			
	9.1.2	LNP Managed Cuts								
		9.1.2.1	Standard Managed Cuts, per Person, per Half Hour				\$27.22			B
		9.1.2.2	Overtime Managed Cuts, per Person, per Half Hour				\$35.23			B
		9.1.2.3	Premium Managed Cuts, per Person, per Half Hour				\$43.25			B
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 Inquiry					\$350.01			C
	9.4.2	Innerduct Inquiry Fee, per Mile					\$239.24			C
	9.4.3	ROW Inquiry Fee, per Inquiry					\$388.17			C
	9.4.4	ROW Document Preparation Fee					\$125.93			C
	9.4.5	Field Verification Fee, per Pole					\$20.99			C
	9.4.6	Field Verification Fee, per Manhole					\$195.57			C
	9.4.7	Planner Verification, per Manhole					\$16.93			C
	9.4.8	Manhole Verification Inspector, per Manhole					\$94.44			C
	9.4.9	Manhole Make-Ready Inspector, per Manhole					\$251.85			C
	9.4.10	Intentionally Left Blank								
	9.4.11	Pole Attachment Fee, per Foot, per Year								
		9.4.11.1	Urban		\$1.61			4		
		9.4.11.2	Non-Urban		\$2.42			4		
	9.4.12	Innerduct								
		9.4.12.1	Intentionally Left Blank							
		9.4.12.2	Innerduct Occupancy Fee, per Foot, per Year		\$0.2642			4		
	9.4.13	Access Agreement Consideration					\$10.00			5
	9.4.14	Make Ready					ICB			B, 3
10.0	Intentionally Left Blank									
11.0	Access to Operational Support Systems (OSS)									
	11.1	Development and Enhancements, per Order					No Charge at this Time			B
	11.2	Ongoing Operations, per Order					No Charge at this Time			B
12.0	Maintenance and Repair									
	12.1	Trouble Isolation								
		12.1.1	Maintenance of Service for non-Qwest Trouble, per Half Hour of fraction thereof							
			12.1.1.1	Maintenance of Service - Basic			\$26.18			C
			12.1.1.2	Maintenance of Service - Overtime			\$34.96			C
			12.1.1.3	Maintenance of Service - Premium			\$43.76			C
		12.1.2	Dispatch for non-Qwest Trouble				\$79.80			C
13.0	Intentionally Left Blank									
14.0	Intentionally Left Blank									
15.0	Intentionally Left Blank									
16.0	Bona Fide Request Process									C
		16.1	Processing Fee				\$1,897.30			B
17.0	Intentionally Left Blank									
18.0	Intentionally Left Blank									

T-Mobile USA, Inc.

Wireless Type 2 Exhibit A
North Dakota

						Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
19.0	Construction Charges					ICB		ICB	3		3
NOTES:											
	*	Unless otherwise indicated, all rates are pursuant to North Dakota Public Service Commission dockets:									
	A	U S WEST and AT&T Interconnection Agreement approved by the North Dakota Public Utilities Commission in Docket Number PU-453-96-497, effective June 23, 1997.									
	B	271 Compliance Investigation Docket Number PU-314-97-193, Order on Group 2 Checklist Items dated 10/15/01.									
	C	Cost Docket Case No. PU-2342-01-296									
	D	FCC Docket No. 01-92 Effective 12-29-11									
	1	Rate not addressed in cost docket (TELRIC-based costs where required)									
	2	Market-based rates									
	3	ICB, Individual Case Basis pricing.									
	4	Rates per FCC Guidelines. Pole Attachment & Innerduct Occupancy rates revised in 9/17/04 Exhibit A to reflect newly calculated rates.									
	5	Rate agreed upon in 271 workshops.									
	6	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.									