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Qwest

December 9, 2009

**RECEIVED**

DEC 09 2009

**PUBLIC SERVICE COMMISSION**

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

Re: Wireless Type 2 Interim Agreement between Qwest Corporation and  
T-Mobile USA, Inc. for the State of North Dakota

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 Wireless Type 2 Interim Agreement between Qwest Corporation and T-Mobile USA, Inc. for the State of North Dakota.

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

Eric Pue  
T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
(425) 383-3949  
[eric.pue@t-mobile.com](mailto:eric.pue@t-mobile.com)

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

Very truly yours,

  
Jason D. Topp

JDT/bardm

Enclosure

cc: Eric Pue (via e-mail)  
Gina Buchholtz

1 **PU-09-737** Filed: 12/9/2009 Pages: 7  
**Wireless Type 2 Interim Agreement**

Qwest Corporation  
Jason D. Topp

## INTERIM AGREEMENT -- NORTH DAKOTA

THIS INTERIM AGREEMENT ("Interim Agreement") is entered into by and between Qwest Corporation, a Colorado corporation ("Qwest"), and T-Mobile USA, Inc., formerly known as VoiceStream, a Delaware corporation ("T-Mobile"). T-Mobile and Qwest each are referred to as a "Party" and are collectively referred to as the "Parties" to this Interim Agreement.

Whereas, on October 28, 2009, T-Mobile requested negotiations of a new Interconnection Agreement (the "new Interconnection Agreement") under Section 252(a) of the Telecommunications Act of 1996 in the state of North Dakota; and

Whereas, the effectiveness of the new Interconnection Agreement is subject to both its full execution by the Parties and its submission to and approval by the North Dakota Commission; and

Whereas, pending the effectiveness of the new Interconnection Agreement and pursuant to 47 C.F.R. §51.715, the Parties wish to provide for interim terms under which T-Mobile will receive Type 2 Interconnection service from Qwest in the state of North Dakota.

NOW THEREFORE, the Parties in consideration of the foregoing and intending to be legally bound, hereby agree as follows:

- (a) Upon the mutual execution of this Interim Agreement and pending the effectiveness of the new Interconnection Agreement, Qwest and T-Mobile agree to be bound by and abide by the terms, provisions, rates and conditions of the Qwest Wireless Type 2 Template located on the Qwest Wholesale web site at: <http://www.qwest.com/wholesale/clecs/wirelessagreements.html>. The parties' Interim Agreement will include the Exhibit A for North Dakota, and Exhibit B.
- (b) This Interim Agreement shall be superseded and replaced by the new Interconnection Agreement upon approval of the new negotiated or arbitrated Interconnection Agreement by the North Dakota Commission and its effectiveness pursuant to Section 252(e) of the Act. Each of the Parties shall remain responsible for the performance of duties incurred but not performed, and retain rights accrued but not exercised during the term of the Interim Agreement. Notwithstanding Section 6.3.5 of the Qwest Wireless Type 2 Template, the Parties agree to exchange IntraMTA Traffic during the term of this Interim Agreement on a bill-and-keep basis, whereby neither party charges the other party reciprocal compensation for the termination of IntraMTA traffic originated by the other party. All amounts billed and paid between the parties during the course of this Interim Agreement will be true-up to the rates contained in the new Interconnection Agreement in accordance with 47 C.F.R. §51.715. This Interim Agreement shall cease to be in effect if the period for requesting arbitration has passed with no such request. In the event the Interim Agreement ceases to be in effect because no party seeks arbitration, there will be no true-up of compensation paid.

- (c) This Interim Agreement shall be governed by and construed in accordance with federal law and the laws of the State of North Dakota without regard to choice of law principles thereof.
- (d) Any Amendment, modification, or supplement to this Interim Agreement must be in writing and signed by authorized representatives of both of the Parties.
- (e) The parties agree that during this Interim Agreement T-Mobile will initially establish the following interconnection with Qwest in North Dakota:
  - a. 8 T1s between a T-Mobile point of presence and the Fargo Access Tandem (FARGNDBC12T). This will be a Type 2A connection.
  - b. 4 T1s between a T-Mobile point of presence and the Fargo Local Tandem (FARGNDBC04T). This will be a Type 2A connection.
  - c. 4 T1s between a T-Mobile point of presence and the Grand Forks Access Tandem (GNFRNDBC12T). This will be a Type 2A connection.
  - d. 2 T1s between a T-Mobile point of presence and the Grand Forks Local Tandem (GDFRNDBC13T). This will be a Type 2A connection.

These facilities will be used to exchange traffic between Qwest and T-Mobile for T-Mobile customers located in the Fargo/Grand Forks LATA.

- (f) By executing this Interim Agreement, neither party will be precluded from arguing that any terms proposed by the other Party for inclusion in the new Interconnection Agreement are inconsistent with the Telecommunications Act of 1996, and neither party will claim otherwise in any arbitration before the North Dakota Commission.

IN WITNESS WHEREOF, the Parties have executed this Interim Agreement as of the date last below written.

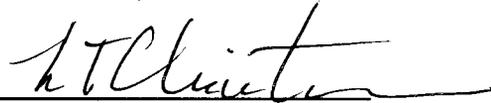
T-Mobile

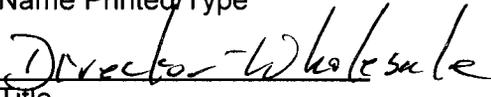
  
 Signature  
 Bryan Fleming  
 Director, Carrier Management  
 Name Printed/Typed

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 11/20/09  
 Date

Qwest Corporation

  
 Signature  
 L.T. Christensen  
 Name Printed/Type

  
 Title

\_\_\_\_\_  
 11/23/09  
 Date

Wireless Type 2 Exhibit A  
North Dakota

							Notes					
							Recurring	Recurring Per Mile	Non-Recurring	FCC	REC per Mile	REC
<b>6.0 Interconnection</b>												
<b>6.1 Entrance Facilities</b>												
6.1.1	DS1			\$94.48		\$137.41	C				C	
6.1.2	DS3			\$405.48		\$282.26	C				C	
<b>6.2 EICT</b>												
6.2.1	Per DS1			\$0.00		\$0.00	B				B	
6.2.2	Per DS3			\$0.00		\$0.00	B				B	
<b>6.3 Direct Trunked Transport</b>												
<b>6.3.1 DS0 (Recurring Fixed &amp; per Mile)</b>												
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		
<b>6.3.2 DS1 (Recurring Fixed &amp; per Mile)</b>												
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		
<b>6.3.3 DS3 (Recurring Fixed &amp; per Mile)</b>												
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		
<b>6.4 Multiplexing</b>												
6.4.1	DS1 to DS0			\$259.64		\$211.37	C				C	
6.4.2	DS3 to DS1			\$300.52		\$268.37	C				C	
<b>6.5 Trunk Nonrecurring Charges</b>												
<b>6.5.1 DS1 Interface</b>												
6.5.1.1	First Trunk					\$159.53					C	
6.5.1.2	Each Additional Trunk					\$4.68					C	
<b>6.5.2 DS3 Interface</b>												
6.5.2.1	First Trunk					\$165.90					C	
6.5.2.2	Each Additional Trunk					\$9.35					C	
<b>6.5.3 Trunk Routing Change, per Type 2 Trunk Group</b>												
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	
<b>6.6 Ancillary Trunks</b>												
6.6.1	One-Way out only, Ancillary Trunks, per Trunk			\$26.24		\$19.57						
<b>6.7 IntraMTA Traffic</b>												
6.7.1	End Office Call Termination, per Minute of Use			\$0.001482			C					
6.7.2	Tandem Switched Transport, per Minute of Use			\$0.002100			C					
<b>6.7.3 Tandem Transmission (Recurring Fixed &amp; per Mile)</b>												
6.7.3.1	0 to 8 Miles			\$0.000362	\$0.0000177		C			C		
6.7.3.2	Over 8 to 25 Miles			\$0.000362	\$0.0000177		C			C		
6.7.3.3	Over 25 to 50 Miles			\$0.000362	\$0.0000177		C			C		
6.7.3.4	Over 50 Miles			\$0.000355	\$0.0000103		C			C		
<b>6.8 ISP Bound Traffic</b>												
<b>6.8.1 Local Traffic - FCC - ISP Rate Caps</b>												
6.8.1.1	Minute Of Use as of June 14, 2003, rate in effect until further FCC action			\$0.0007					4			
<b>6.9 Miscellaneous Charges</b>												
6.9.1	Cancellation Charge							Qwest s North Dakota Access Service Catalog				
6.9.2	Expedite Charge							Qwest s North Dakota Access Service Catalog				
6.9.3	Additional Testing							Qwest s North Dakota Access Service Catalog				

Wireless Type 2 Exhibit A  
North Dakota

		Recurring	Recurring Per Mile	Non-Recurring	HTC	REC Fee MISC	MISC
<b>6.10</b>	<b>Transit Traffic</b>						
6.10.1	Local & IntraLATA Toll Transit, per Minute Of Use	\$0.0045			2.6		
<b>6.11</b>	<b>Jointly Provided Switched Access Services</b>						
6.11.1	Mechanized Access Records, per Record	\$0.001536			C		
<b>6.12</b>	<b>InterMTA Traffic</b>						
		Qwest FCC Switched Access Tariff		Qwest FCC Switched Access Tariff			
<b>7.0</b>	<b>Intentionally Left Blank</b>						
<b>8.0</b>	<b>Intentionally Left Blank</b>						
<b>9.0</b>	<b>Ancillary Services</b>						
<b>9.1</b>	<b>Local Number Portability</b>						
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
<b>9.2</b>	<b>911 / E911</b>	No Charge		No Charge			
<b>9.3</b>	<b>Intentionally Left Blank</b>						
<b>9.4</b>	<b>Access to Poles, Ducts, Conduits and Rights of Way (ROW)</b>						
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
<b>10.0</b>	<b>Intentionally Left Blank</b>						
<b>11.0</b>	<b>Access to Operational Support Systems (OSS)</b>						
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
<b>12.0</b>	<b>Maintenance and Repair</b>						
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
<b>13.0</b>	<b>Intentionally Left Blank</b>						
<b>14.0</b>	<b>Intentionally Left Blank</b>						
<b>15.0</b>	<b>Intentionally Left Blank</b>						
<b>16.0</b>	<b>Bona Fide Request Process</b>						C
16.1	Processing Fee			\$1,897.30			B
<b>17.0</b>	<b>Intentionally Left Blank</b>						
<b>18.0</b>	<b>Intentionally Left Blank</b>						
<b>19.0</b>	<b>Construction Charges</b>	ICB		ICB	3		3

NOTES:  
\* Unless otherwise indicated, all rates are pursuant to North Dakota Public Service Commission dockets:

Wireless Type 2 Exhibit A  
North Dakota

		Recurring	Recurring Per Mile	Non- Recurring	HEC	REG. FEE MILE	NRFC
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						
1	Rate not addressed in cost docket (estimated TELRIC)						
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.						

## **EXHIBIT B**

### **SERVICE PERFORMANCE INDICATORS**

Qwest and [WSP] agree that Qwest will provide Type 2 Interconnection Trunks to [WSP] and other Wireless Service Providers, for use as Telecommunications Services, in a non-discriminatory manner. Qwest will work with [WSP] on an Individual Case Basis (ICB) when [WSP] requires data from Qwest to develop operation reporting.