## **CARRIER-TO-CARRIER AGREEMENT CHECKLIST**

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-tocarrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing. **Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement electronically to the e-mail addresses listed below.** 

## **1. PARTIES** *Competitive Carrier*

Incumbent Local Exchange Carrier

Name of Party:

Contact for Processing Questions:

Name:

Telephone:

E-mail:

Contact for Legal Questions (if different):

Name:

Telephone:

E-mail:

Other Persons wanting E-mail service of documents (if any):

Name:

E-mail:

## 2. TYPE OF FILING

NOTE: Parties making multiple requests (such as seeking to adopt a previously approved agreement and Commission approval of new negotiated amendments to that agreement) should submit a separate checklist for each requested action.

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Adoption: Adopts existing carrier-to-carrier agreement filed with Commission.

- Docket ARB
- Parties to prior agreement
- Check one:

Adopts base agreement only; or

Adopts base agreement and subsequent amendments approved in Order No(s).

New Agreement: Seeks approval of new negotiated agreement.

- Does filing replace an existing agreement between the parties?
- NO
- YES, Docket ARB

- If filing involves Qwest Communications, does it utilize the terms of an SGAT?
  - NO
- YES, Revision

Amendment: Amends an existing carrier-to-carrier agreement.

Docket ARB

Other: Please explain.

### Interim Rate Amendment to the Interconnection Agreement between MCImetro Access Transmission Services LLC as successor-in-interest to MCI WORLDCOM Communications, Inc. and Qwest Corporation for the State of Oregon

This Interim Rate Amendment ("Amendment") is made and entered into by and between MCImetro Access Transmission Services LLC as successor-in-interest to MCI WORLDCOM Communications, Inc. ("CLEC") and Qwest Corporation ("Qwest"). Qwest and CLEC shall be known jointly as the "Parties."

#### RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement (the "Agreement") that was approved by the Oregon Public Utility Commission ("Commission") on September 17, 1997; and

WHEREAS, CLEC is in the process of terminating the Agreement and entering into a new interconnection agreement with Qwest that will govern CLEC (the "Consolidation"); and

WHEREAS, the Parties have committed to and anticipate that the Consolidation documents, including the new interconnection agreement, will be executed within the next 90 (ninety) days (the "Consolidation Period"); and

WHEREAS, the Parties have agreed to operate under the terms and conditions of CLEC's existing Agreement during the Consolidation Period or until the new interconnection agreement is executed, whichever is sooner; and

WHEREAS, the Parties desire to amend the existing Agreement on an interim basis during the Consolidation Period by adding certain terms, conditions and/or rates that were inadvertently omitted from the existing Agreement as 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

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This Interim Amendment is made in order to amend Exhibit A of the Agreement to add certain rate elements that were inadvertently omitted and allow CLEC to order and Qwest to bill specific rate elements during the Consolidation Period.

Exhibit A of the Agreement is revised in the manner attached hereto and incorporated herein.

## Effective Date

This Interim Amendment shall be deemed effective upon approval by the Commission and terminate upon execution of the Consolidation documents, including the new interconnection agreement or 90 (ninety) days after the date of execution by both Parties, whichever is sooner. However, the Parties agree to implement the Interim Amendment immediately upon execution. Upon termination, new orders placed under this Amendment will not be accepted. However, the terms, conditions and/or rates set forth in this Amendment will continue and remain in effect for any products and services previously ordered and continue to be provided by Qwest to CLEC.

#### **Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

#### Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

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.

MCImetro Access Transmission Services LLC as successor-in-interest to MCI WORLDCOM Communications, Inc.

Authorized Signature

Peter	<u>H.</u>	Rev	ync	lds
Name				

Director, National Carrier Management & \_\_\_\_\_ Initiatives Title

Date

**Qwest Corporation** 

Authorized Signature

<u>L. T. Christensen</u> Name Printed/Typed

<u>Director – Interconnection Agreements</u> Title

106 Date

# Exhibit A

Section VII, (D, 1, g) of the existing Agreement has the terms and conditions regarding these elements. The interconnection agreement refers to these elements as expanded interconnection channel terminations (EICT) in the collocation section. These collocation rate elements, including fiber, were most recently listed in the Qwest filed SGAT dated November 24, 2004 and are labeled as simply collocation terminations. Collocation EICTs are also known as collocation terminations.

8.1.8.1.4	Fiber Termir		Recurring	Non- Recurring
•	8,1.8,1.4,1	Terminations, per 12 Fibers	\$15.01	\$1,670.87
		Additional Connector, if Applicable	\$0.68	\$454.34
	8.1.8.1.4.3	Cable Racking, Shared, per 12 Fibers	\$23.49	
	8.1.8.1.4.4	Cable Racking, Dedicated	\$2.38	\$1,582.66

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