



0000012353

NEW APPLICATION

LAW OFFICES
FENNEMORE CRAIG
A PROFESSIONAL CORPORATION
2001 JAN 11 P 27

ORIGINAL

THERESA DWYER

Direct Phone: (602) 916-5396
Direct Fax: (602) 916-5596
tdwyer@fclaw.com

AZ CORP COMMISSION
DOCUMENT CONTROL

OFFICES IN:
PHOENIX, TUCSON AND NOGALES

3003 NORTH CENTRAL AVENUE
SUITE 2800
PHOENIX, ARIZONA 85012-2913
PHONE: (602) 916-5000
FAX: (602) 916-5999

January 10, 2001

BY HAND DELIVERY

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

DOCKET NO. T-01051B-01-0041

DOCKET NO. T-03054A-01-0041

Re: In the Matter of the Application of Qwest Corporation for Approval of the First Amendment to the Local Wireline Interconnection Agreement with Electric Lightwave, Inc.

Dear Madam or Sir:

Please find enclosed an original and ten (10) copies of the First Amendment to the Local Wireline Interconnection Agreement between Qwest Corporation ("Qwest") and Electric Lightwave, Inc. ("ELI").

The Amendment is made in order to add the terms, conditions and rates for Local Number Portability Managed Cuts as set forth in the Attachment to the Amendment.

The Arizona Corporation Commission approved the underlying Agreement between Qwest and ELI on September 18, 2000 in Docket Nos. T-01051B-00-0501 and T-03054A-00-0501, Decision No. 62902. Enclosed is a service list for these dockets.

1 ORIGINAL and 10 copies of the forgoing hand-delivered for filing this _____,
2 day of July, 2000, to:

3
4 Docket Control
5 ARIZONA CORPORATION COMMISSION
6 1200 West Washington
7 Phoenix, AZ 85007

8
9 COPY of the foregoing hand-delivered this _____ day of July, 2000
10 to:

11
12 Christopher Kempley
13 ARIZONA CORPORATION COMMISSION
14 Legal Division
15 1200 West Washington
16 Phoenix, AZ 85007

17
18 Deborah H. Scott, Acting Director
19 ARIZONA CORPORATION COMMISSION
20 Utilities Division
21 1200 West Washington
22 Phoenix, AZ 85007

23
24 COPY of the foregoing mailed this _____ day of July, 2000 to:

25
26 Electric Lightwave Inc.
27 Timothy Peters
28 4400 N.E. 77th Avenue
29 Vancouver, Washington 98662
30 Phone: (360) 816-3000

31

**Amendment No. 1 to the Interconnection Agreement
Between
Electric Lightwave, Inc.
and
Qwest Corporation
(formerly doing business as U S WEST Communications, Inc.)**

This Amendment No. 1 ("Amendment") is made and entered into by and between Electric Lightwave, Inc., ("ELI") and Qwest Corporation (formerly doing business as U S WEST Communications, Inc.) ("Qwest").

RECITALS

WHEREAS, ELI and Qwest entered into an Interconnection Agreement for service in the state of Arizona that was executed by ELI on June 20, 2000 and Qwest on June 28, 2000 (the "Agreement"); and

WHEREAS, ELI and Qwest desire to amend the Agreement under 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:

1. Amendment Terms.

This Amendment is made in order to add the terms, conditions and rates for Local Number Portability Managed Cuts as set forth in the Attachment for Local Number Portability Managed Cuts, attached hereto and incorporated herein.

2. Effective Date.

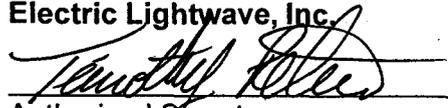
This Amendment shall be deemed effective upon approval by the appropriate state Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution.

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.

Electric Lightwave, Inc.



Authorized Signature

TIM PETERS

Name Printed/Typed

DIRECTOR

Title

Date

10/17/00

Qwest Corporation



Authorized Signature

KEITH GALITZ

Name Printed/Typed

GENERAL MANAGER - WEDM

Title

Date

10/19/00

**ATTACHMENT
LOCAL NUMBER PORTABILITY
MANAGED CUTS**

- 1.0 A Managed Cut permits ELI to select a coordinated cut for Local Number Portability ("LNP"). The request is offered on a 24 x 7 basis.
 - 1.1 The date and time for the coordinated cut requires up-front planning and may need to be negotiated between Qwest and ELI. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system downtime, switch upgrades, switch maintenance, and the possibility of other CLECs requesting the same FDT in the same switch (switch contention) are reviewed. In the event that any of these situations would occur, Qwest will negotiate with ELI for an agreed upon FDT prior to issuing the Firm Order Confirmation (FOC). Because of this up-front coordination and FDT negotiation efforts, the FOC interval will begin upon completion of negotiations between Qwest and ELI for the FDT. Otherwise, standard intervals will apply.
 - 1.2 ELI shall request a Managed Cut by submitting a Local Service Request (LSR) and designating a Managed Cut in the Remarks section of the LSR form.
 - 1.3 ELI will incur additional charges for the managed cut dependent upon the FDT. The rates are based on whether the request is within normal business hours or out of hours. Normal business hours are 7:00 a.m. to 7:00 p.m., local time, Monday through Friday and the rate is a standard rate. Out of hours, except for Sundays and Holidays are at the overtime rate. Sundays and Holidays are at a premium rate.
 - 1.4 Charges for Managed cuts shall be based upon actual hours worked in ½ hour increments multiplied by the number of Qwest personnel actively participating in the cut. Such charges are set forth in Section 1.7 below. ELI understands and agrees that in the event ELI does not make payment for Managed Cuts, Qwest shall not accept any new LSR requests for Managed Cuts.
 - 1.5 Qwest will schedule the appropriate number of employees prior to the cut, based upon information provided by ELI. ELI will also have appropriate personnel scheduled for the negotiated FDT. If such information requires modification during the cut and, as a result, non-scheduled employees are required, ELI shall be charged a three hour minimum callout per each additional non-scheduled employee. If the cut is either cancelled, or supplemented (supp) to change the due date, within 24 hours of the negotiated FDT, ELI will be charged a 3 hour minimum.

1.6 ELI will provide Managed Cuts on the same basis as Qwest.

1.7 Qwest will provide Managed Cuts at the following rates:

Managed Cut standard	\$ 27.38 per ½ hour per person
Managed Cut overtime	\$ 35.43 per ½ hour per person
Managed Cut premium	\$ 43.49 per ½ hour per person