

NEW APPLICATION



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Arizona Corporation Commission

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DOCKETED BY

October 23, 2002

BY HAND DELIVERY

T-01051B-02-0806

T-03009A-02-0806

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

Re: In the Matter of the Application of Qwest Corporation for Approval of a Relative Use Factor Amendment to the Brooks Fiber Communications of Tucson, Inc. Agreement for the State of Arizona

Dear Madam or Sir:

Enclosed please find a Relative Use Factor ("RUF") Amendment to the Interconnection Agreement between Qwest Corporation ("Qwest") and Brooks Fiber Communications of Tucson, Inc. ("Brooks").

The Amendment is made in order to add terms and conditions for RUF for the mutual exchange of traffic, as set forth in Attachments 1 and 2. The Arizona Corporation Commission approved the underlying Agreement between Qwest and Brooks on February 6, 1997 in Docket Nos. U-3009-96-478 and E-1051-96-478, Decision No. 60050. Enclosed is a service list for these dockets.

Please contact me at (602) 916-5345 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

FENNEMORE CRAIG

Darcy Renfro

Enclosures

cc: Michael A. Beach, MCI WorldCom
Ernest G. Johnson, ACC Utilities Division
Chris Kempley, Chief Counsel, ACC Legal Division

FENNEMORE CRAIG

Docket Control
October 23, 2002
Page 2

SERVICE LIST FOR: Qwest Corporation
Docket No. U-3009-96-478 and E-1051-96-478

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**AMENDMENT FOR RELATIVE USE FACTOR
TO THE INTERCONNECTION AGREEMENT
BETWEEN
BROOKS FIBER COMMUNICATIONS OF TUCSON, INC. AND
QWEST CORPORATION
IN THE STATE OF ARIZONA**

This Amendment is made and entered into by and between Brooks Fiber Communications of Tucson, Inc. ("CLEC") and Qwest Corporation ("Qwest").

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of Arizona, that was approved by the Arizona Corporation Commission ("Commission"); and

WHEREAS, CLEC and Qwest desire to amend the Agreement further by adding 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:

1. General.

This Amendment is made in order to add the terms and conditions for Relative Use Factor ("RUF") for the mutual exchange of traffic, as set forth in Attachment 1, attached hereto and incorporated herein.

2. Effective Date.

This Amendment shall be deemed effective as of June 29, 2001, subject to final Commission approval. The effective date is specifically related to the date renegotiations between the Parties commenced, as referenced in paragraph 1.2 of Attachment 1.

3. Reservation of Rights.

Nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the rates, terms or conditions for application of the RUF for Direct Trunk Transport contained in this Amendment or an admission by Qwest or CLEC that the rates, terms or conditions should not be changed, vacated, dismissed, stayed or modified. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper rates, terms or conditions or concerning whether the rates, terms or conditions should be changed, vacated, dismissed, stayed or modified.

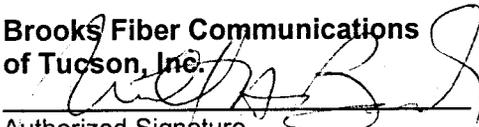
4. Further Amendments.

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.

5. Entire Agreement

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to sharing the cost of the LIS two-way DTT facility between the Parties by applying a relative use factor ("RUF") 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 sharing the cost of the LIS two way DTT facility between the Parties by applying a RUF.

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.

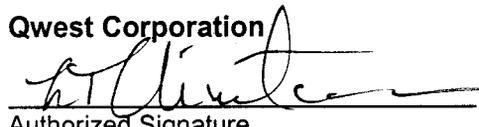
**Brooks Fiber Communications
of Tucson, Inc.**


Authorized Signature

MICHAEL A. BEACH
Name Printed/Typed

VICE PRESIDENT
Title

10/4/02
Date

Qwest Corporation


Authorized Signature

L. T. Christensen
Name Printed/Typed

Director - Business Policy
Title

10/8/02
Date

ATTACHMENT 1

1. Direct Trunked Transport

- 1.1 **RUF.** The provider of the LIS two-way DTT facility will share the cost of the LIS two-way DTT facility with the other Party by applying a relative use factor ("RUF") determined pursuant to the requirements of this Section 1. The nominal charge to the other Party shall be reduced by the RUF in effect between the Parties for the billing period in question.
- 1.2 **Initial RUF.** The Parties agree that an "Initial" RUF shall be in effect from the date the Parties began exchanging RUF data, for a minimum of 6 months, and the Parties agree that the application of this Initial RUF applies only to the Parties and is specifically intended to reflect past billing and local traffic specifically exchanged between the Parties. The Initial RUF will continue for both bill reduction and payments until the Parties have agreed upon a new RUF in accordance with the requirements of this Section 1, and amend the Agreement as appropriate. The actual RUF factor utilized for billing purposes for the Initial RUF, is referenced in Attachment 2, paragraph 2.2. This factor is based on the exchange of local traffic specifically between the Parties and is not applicable to any other Party, as referenced in Attachment 2, paragraph 2.1. If at the end of the initial six month period either Party reasonably demonstrates that actual minutes of use during the most recent calendar quarter justify a different RUF (i.e., demonstrate the traffic balance between the Parties, excluding ISP traffic is different than the initial RUF), the Parties will meet at the request of either Party to promptly update and implement a new RUF reflecting the actual accumulated minutes of use during the most recent quarter. The Parties acknowledge that, solely for purposes of calculating the Initial RUF, they have agreed to exclude ISP traffic.
- 1.3 **Adjusted RUF.** As a result of the review to determine changes to the Initial RUF factor as described in paragraph 1.2 above, the "Adjusted" RUF will be revised to reflect usage based on local traffic specifically exchanged between Qwest and CLEC. The actual RUF factor utilized for billing purposes for the Adjusted RUF, is referenced in Attachment 2, paragraph 2.3. This factor is based on the exchange of local traffic specifically between the Parties and is not applicable to any other Party as referenced in Attachment 2, paragraph 2.1. This Adjusted RUF shall continue in effect for both bill reduction and payments on a going-forward basis, for a minimum of eighteen months, effective with the execution of this Amendment, subject to final Commission approval. The Parties acknowledge that, solely for purposes of calculating this Adjusted RUF, they have agreed to exclude ISP traffic.
- 1.4 **Further Adjustments to the RUF.** If, after the eighteen-month period referenced in Section 1.3, either Party reasonably demonstrates that actual minutes of use during the most recent quarter justify a RUF different than the Adjusted RUF set forth in Section 1.3, the Parties will meet at the request of either Party to promptly update and implement a new RUF in accordance with the laws and state regulatory requirements then in effect. The actual RUF factor utilized for billing purposes for any further adjustments to the RUF, will be based on the exchange of local traffic specifically between the Parties and is not applicable to any other Party, as referenced in paragraph Attachment 2, paragraph 2.1. If the Parties cannot agree on

ATTACHMENT 2

- 2.1 **RUF Factors.** Qwest and CLEC agree that the RUF percentages specifically identified below reflect the actual local traffic exchanged between the Parties. The specific traffic characteristics of this exchange of traffic are unique to the traffic patterns between each other and the factors set forth below are not applicable, nor valid with any other Party.
- 2.2 **Initial RUF.** Qwest and CLEC agree that the actual RUF factor utilized for billing purposes during the Initial RUF period referenced in Attachment 1, paragraph 1.2 is 50%. This factor will be effective based on the timeframes referenced in Attachment 1, paragraph 1.2
- 2.3 **Adjusted RUF.** Qwest and CLEC agree that the actual RUF factor utilized for billing purposes during the Adjusted RUF period referenced in Attachment 1, paragraph 1.3 is 75% Qwest, 25% CLEC. This factor will be effective based on the timeframes referenced in Attachment 1, paragraph 1.3.