

ORIGINAL

Qwest Corporation
20 East Thomas Road - 16th Floor
Phoenix, Arizona 85012
Office 602-630-2187
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Norman G. Curtright
Associate General Counsel

NEW APPLICATION



0000120293

Qv

Spirit of Service
Arizona Corporation Commission

DOCKETED

NOV 30 2010

November 30, 2010

Docket Control
ARIZONA CORPORATION
COMMISSION
1200 West Washington
Phoenix, Arizona 85007

DOCKETED BY	DP
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T-01051B-10-0476
T-04201A-10-0476

Re: Collocation Fiber Terminations Amendment to the Interconnection Agreement between Qwest Corporation and Citynet Arizona, LLC for the State of Arizona

Dear Madam or Sir:

Accompanying this transmittal is an Amendment to the Interconnection Agreement between Qwest Corporation ("Qwest") and Citynet Arizona, LLC ("CLEC"). Qwest files this Amendment for approval under 47 U.S.C. §252 and A.A.C. R14-2-1508.

The Agreement is amended to reflect a change to the Interconnection Agreement between Qwest Corporation ("Qwest") and Citynet Arizona, LLC ("CLEC"), to the Agreement approved by the Commission on May 18, 2009, Docket No. T-04201A-09-0244.

Please contact me at (602) 630-2187 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

Norman G. Curtright

NGC/mms
Enclosure

cc: Diane Wright
Manager Contracts Admin
Qwest Communications Company, LLC
4650 Lakehurst Ct, 2N229
Dublin, Ohio 43016-3252

AZ CORP COMMISSION
DOCKET CONTROL

NOV 30 P 4:40

RECEIVED

**Collocation Fiber Terminations Amendment
to the Interconnection Agreement between
Qwest Corporation
and
Citynet Arizona, LLC
for the State of Arizona**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Citynet Arizona, LLC ("CLEC"), a Delaware corporation. Qwest and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement"), for service in the State of Arizona, that was approved by the Commission; and

WHEREAS, the Parties agree to amend the Agreement under 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 Collocation Fiber Terminations, as set forth below and in Exhibit A, attached hereto and incorporated herein by this reference.

Section 8.3.1.11.3 is hereby replaced in its entirety with the following:

8.3.1.11.3 Terminations must be purchased in the following increments: DS0 in blocks of one hundred (100) or per termination; DS1 in increments of twenty-eight (28) or per termination; and DS3 in increments of one (1) coaxial cable termination or fiber in twelve (12) fiber strands (six (6) fiber pairs).

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, CLEC's bills shall be deemed accurate and adjusted without error.

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.

Citynet Arizona, LLC

0082D570BA704A3...
Mark Montano
DocuSigned By: Mark Montano

Signature

Mark Montano
Name Printed/Typed

COO
Title

11/3/2010

Date

Qwest Corporation

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

Signature

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

11/3/2010

Date

Amendment					Recurring	Recurring Per Mile	Non-Recurring	REC Mile	REC per Mile	MRC	Notes
8.0 Collocation											
8.1 All Collocation											
	8.1.8	Collocation Terminations									
		8.1.8.1	Shared Access								
			8.1.8.1.4	Fiber							
			8.1.8.1.4.1	Fiber Terminations, per 12 Fibers	\$12.39		\$1,601.47	1.5		1.5	
			8.1.8.1.4.2	Cable Racking, Shared, per 12 Fibers	\$19.61			1.5			
			8.1.8.1.4.3	Cable Racking, Dedicated	\$1.85		\$1,516.92	1.5		1.5	
			8.1.8.1.4.4	Additional Connector, per Each 12 Fiber	\$0.53		\$435.47	1.5		1.5	
NOTES:											
	1	Rate not addressed in Cost Docket (estimated TELRIC).									
	5	Rates for this element will be proposed in Arizona Cost Docket Phase III and may not reflect what will be proposed in Phase III. There may be additional elements designated for Phase III beyond what are reflected here.									