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IDAHO PUBLIC
UTILITIES COMMISSION

Rex Knowles
XO Communications
111 East Broadway – Suite 1000
Salt Lake City, UT 84111
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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

JOINT APPLICATION OF QWEST
CORPORATION AND XO IDAHO, INC. FOR
APPROVAL OF A WIRELINE
INTERCONNECTION AGREEMENT
PURSUANT TO 47 U.S.C. §252(E)

CASE NO.: QWE-T-02-2

**APPLICATION FOR APPROVAL OF
AMENDMENT TO THE
INTERCONNECTION AGREEMENT**

Qwest Corporation (“Qwest”) and XO Idaho, Inc. (“XO”) hereby jointly file this Application for Approval of Amendment to the Interconnection Agreement (“Amendment”), which was approved by the Idaho Public Utilities Commission on February 28, 2002 (the “Agreement”). A copy of the Amendment is submitted herewith.

This Amendment was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the “Act”).

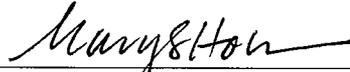
Section 252(e)(2) of the Act directs that a state Commission may reject an amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an amendment (or portion) is not consistent with the public interest, convenience and necessity.

XO and Qwest respectfully submit this Amendment provides no basis for either of these findings, and, therefore jointly request that the Commission approve this Amendment expeditiously. This Amendment is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of this Amendment will enable XO to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

XO and Qwest further request that the Commission approve this Amendment without a hearing. Because this Amendment was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expeditious approval would further the public interest.

Respectfully submitted this 2nd day of December, 2003.

Qwest Corporation



Mary S. Hobson
Stoel Rives LLP, Attorneys for Qwest

and

Rex Knowles
XO Communications

CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of December, 2003, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
Boise, Idaho 83720-0074
jjewell@puc.state.id.us

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email

Rex Knowles
XO Communications
111 East Broadway – Suite 1000
Salt Lake City, UT 84111
Telephone: (801) 983-1504
rex.knowles@xo.com

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email



Brandi L. Gearhart, PLS
Legal Secretary to Mary S. Hobson
Stoel Rives LLP

**Rate Update Amendment
to the Interconnection Agreement between
Qwest Corporation and
XO Idaho, Inc.
for the State of Idaho**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and XO Idaho, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the ("Parties").

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") which was approved by the Idaho Public Utilities Commission ("Commission") on February 28, 2002, as referenced in Order No. 28964; and

WHEREAS, the Parties wish to amend the Agreement further 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 rates for products previously identified as "Under Development" and "No Charge", as set forth in Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

1. Qwest has developed rates for Exhibit A of the Agreement (and/or associated Amendments), which were previously identified as "Under Development". The aforementioned newly developed rates have been filed with the Commission in the approved SGAT.
2. The Agreement is hereby amended to reflect a revised Exhibit A, incorporating these new rates, which is attached hereto and incorporated herein by this reference.

Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

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.

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

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment 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 this Amendment.

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.

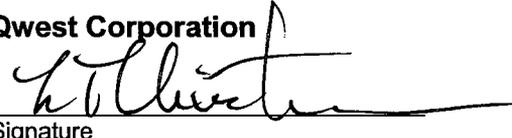
XO Idaho, Inc.


 Signature
 LEE WEINER

 Name Printed/Typed
 Senior VP

 Title
 11/12/03

 Date

Qwest Corporation


 Signature
 L. T. Christensen

 Name Printed/Typed
 Director - Business Policy

 Title
 11/21/03

 Date

CMS Historical Contract Loading - Rate Corrections

EXHIBIT A

CLEC XO Idaho
 STATE Idaho

Contract Sequence Number	CMS Sequence Number and Product Element	SGAT Element Number	Existing Contract Rate			SGAT/New Contract Rate		
			Recurring Charge	Non-Recurring Charge	Recurring Charge	Recurring Charge	Non-Recurring Charge	
8.1.9	8.0 Collocation 8.1 All Collocation 8.1.9 Collocation Terminations 8.1.9.4 OCn Terminations 8.1.9.4.1 Ocn Terminations, Per 12 Fibers	8.1.9	Under Development	Under Development	\$3.71	\$1,622.40		
8.1.9	8.0 Collocation 8.1 All Collocation 8.1.9 Collocation Terminations 8.1.9.4 Ocn Terminations 8.1.9.4.2 Cable Racking for Ocn Terminations, 1s 12 fibers	8.1.9	Under Development	Under Development	\$6.75	\$2,952.53		
8.5.3	8.0 Collocation 8.6 Remote Collocation 8.6.3 Virtual Remote Collocation 8.6.3.6 Maintenance Labor (per 1/2 hour)	8.5.3		Under Development		\$29.40		
8.5.3	8.0 Collocation 8.6 Remote Collocation 8.6.3 Virtual Remote Collocation 8.6.3.8 Training Labor	8.5.3		Under Development		\$29.40		
8.5.3	8.0 Collocation 8.6 Remote Collocation 8.6.3 Virtual Remote Collocation 8.6.3.5 Engineering Labor (per 1/2 hour)	8.5.3		Under Development		\$35.65		
8.5.3	8.0 Collocation 8.6 Remote Collocation 8.6.3.7 Installation Labor (per 1/2 hour)	8.5.3		Under Development		\$29.40		

