CENTURYLINK 1600 7th Avenue, Room 1506 Seattle, Washington 98191 (206) 733-5178 Facsimile (206) 343-4040

Maura E. Peterson Paralegal Regulatory Law

November 8, 2013

RECEIVED RECORDS MANAGEMENT

2013 NOV 12 AM 11: 19



STATE OF WASH. UTIL. AND TRANSP. COMMISSION

Via Web Portal and Overnight Delivery

Mr. Steven King, Executive Director and Secretary Washington Utilities & Transportation Commission 1300 S. Evergreen Park Drive SW P.O. Box 47250 Olympia, WA 98504-7250

# Re: Docket No. UT-023037 Request for Approval of Amendment to Interconnection Agreement

Dear Mr. King:

In accordance with WAC 480-07-640, please find enclosed an original ICC Reciprocal Compensation Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Electric Lightwave LLC for the State of Washington.

The enclosed Agreement does not discriminate against non-party carriers. It is consistent with state and federal law, and is in the public interest. CenturyLink respectfully requests that the Commission approve this Agreement.

CenturyLink has also enclosed a Request for Approval form.

Sincerely,

Maura E. Peterson MEP/jga Enclosure(s) cc: Douglas Denny

www.centurylink.com

## BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

# REQUEST FOR APPROVAL OF FULLY NEGOTIATED AMENDMENT TO INTERCONNECTION AGREEMENT BY:

### QWEST CORPORATION dba CENTURYLINK QC

(Telecommunications Company A Name)

ELECTRIC LIGHTWAVE LLC

(Telecommunications Company B Name)

In accordance with WAC 480-07-640, Company A requests approval of the fully negotiated amendment to an interconnection agreement, as described below:

Amendment Number: 15

This Agreement is hereby amended by adding terms, conditions and rates as set forth in the Amendment and Exhibit A to the amendment.

This amendment amends the interconnection agreement approved by the Commission on August 14, 2002 in Docket No. UT-023037.

Company A represents that the amendment does not discriminate against non-party carriers, that it is consistent with state and federal law, and that it is in the public interest. By virtue of Company B's signature on the amendment, Company A believes that Company B agrees with these representations.

is authorized to file amendments to Maura Peterson interconnection agreements on behalf of (Name and Title) (Name of Company)

Signature of Authorized Person

( 206 ) 733-5178	()	Maura.peterson@centurylink.com				
(Telephone Number)	(Fax Number)	ss)				
1600 7 <sup>th</sup> Ave #1506	Seattle	WA	98191			
(Mailing Address)	(City)	(State)	(Zip Code)			

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Docket No. UT-023037

#### WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

#### ORDER APPROVING INTERCONNECTION AGREEMENT AMENDMENT

The Commission orders:

(1) The amended agreement, as described above, is approved and effective as of the date of this Order.

(2) In the event that the parties revise, modify, or amend the agreement approved in this Order, the revised, modified, or amended agreement will be deemed to be a new agreement under the Telecom Act and must be submitted to the Commission for approval, pursuant to 47 U.S.C. § 252(e)(1) and relevant provisions of state law, prior to taking effect.

(3) The laws and regulations of the State of Washington and Commission Orders govern the construction and interpretation of the Amended Agreement. The Amended Agreement is subject to the jurisdiction of the Commission.

The Commissioners, having reviewed the information available in this matter and having determined this Order to be consistent with the public interest, directed the Secretary to enter this Order.

DATED and signed at Olympia, Washington, this

day of

(Month and Year)

Telecom ICA Amendment Form 3/5/13

STEVEN V. KING Executive Director and Secretary

## ICC Reciprocal Compensation Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Electric Lightwave LLC for the State of Washington

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Electric Lightwave LLC ("CLEC") (collectively, the "Parties").

#### RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement in the State of Washington, that was approved by the Commission; and

WHEREAS, the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, issued an order that affects the Parties rights and obligations with respect to the exchange of traffic between CLECs and LECs effective July 1, 2012, and is currently under appeal in, In the Matter of Connect America Fund; A National Broadband Plan for Our Future; Establishing Just and Reasonable Rates for Local Exchange Carriers; High-Cost Universal Service Support; Developing an Unified Intercarrier Compensation Regime; Federal-State Joint Board on Universal Service; Lifeline and Link-Up; Universal Service Reform - Mobility Fund, WC Docket Nos. 10-90, 07-135, 05-337, 03-109, CC Docket Nos. 01-92, 96-45, GN Docket No. 09-51, WT Docket No. 10-208, Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161, 26 FCC Rcd 1766 ("FCC Order" or "Order""); and

WHEREAS, CenturyLink has requested to amend the Agreement based on the Commission FCC Order; and

WHEREAS, the Parties agree to amend the Agreement based on the FCC order with 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 following sections are added:

1. Signaling Parameters: CenturyLink and CLEC are required to provide each other the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN) and called party number) as required by Applicable Law and further clarified by the FCC Order in CC Docket No. 01-92 to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided unchanged including CPN, calling party category and ChN on all calls. All privacy indicators will be honored. Unless the FCC has approved a waiver petition

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regarding specific technical restrictions, the ChN is to be passed unaltered in SS7 signaling fields where it is different from CPN, and ChN must not be populated with a number associated with an intermediate switch, platform, or gateway, or other number that designates anything other than a calling party's charge number. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over Interconnection trunks. If either Party fails to provide valid originating information such traffic will be billed at the applicable terminating interstate switched access rates when the calls traverse an interconnection trunk. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN/ChN failure and to assist its correction.

 Changes to the FCC Order: To the extent a court overturns or modifies the FCC Order with respect to its decisions regarding reciprocal compensation rates, CenturyLink and CLEC agree to amend this agreement using the change of law provisions contained in the underlying Interconnection Agreement.

This Amendment hereby amends the Agreement to incorporate the rates set forth in the revised Exhibit A, attached to this Amendment , for which the Parties will charge each other for, "End Office Call Termination," "Tandem Switched Transport" and "Tandem Transmission."

In addition, the specific rates applicable for local Transit Traffic and intraLATA Transit Traffic have been included in the revised Exhibit A attached to this Amendment in order to eliminate the references in the previous Exhibit A.

By signature on this Amendment, the Parties have elected to modify existing contract terms in order to implement certain provisions of the above mentioned Order.

#### **Effective Date**

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

#### **Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

#### **Entire Agreement**

Other than the publicly filed Agreement and its Amendments, CenturyLink and CLEC have no agreement or understanding, written or oral, relating to the terms and conditions for interconnection. The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Electric Lightwave LLC** 

Signatuye

Douglas Denney Name Printed/Typed

Vice President, Costs & Policy Title

October 21, 2013

Date

**Qwest Corporation dba CenturyLink QC** 

Signature

L. T. Christensen Name Printed/Typed

Director – Wholesale Contracts

Title Date

October 17, 2013/kjc/Electric Lightwave LLC/ICC Reciprocal Compensation Amendment/WA Amendment to CD5-020606-0039

			Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile	NR
7.6 Exchar	nge Servi	ce (EAS/Local) Traffic						
7.6.3	ICA Ame	ndment - June 30, 2014			L	<u> </u>		L
****	7.6.3.1	End Office Call Termination, per Minute of Use	\$0.001178			#	L	Į
	7.6.3.2	Tandem Switched Transport, Tandem Switching, per Minute of Use	\$0.000690			#	<u> </u>	ļ
	7.5.3.3	Tandem Transmission, per Minute of Use (Recurring Fixed & per Mile)			L	ļ	ļ	Ļ
		7.6.3.3.1 Over 0 to 8 Miles	\$0.000240	\$0.000010		G	A	ļ
		7.5.3.3.2 Over 8 to 25 Miles	\$0.000240	\$0.000010		G	A	<u> </u>
		7.6.3.3.3 Over 25 to 50 Miles	\$0.000240	\$0.000010		G	A	<b>ļ</b>
		7.6.3.3,4 Over 50 Miles	\$0.000240	\$0.000010		G	A	
7,6.4	July 1, 20	014 - June 30, 2015						
	7.6,4.1	End Office Call Termination, per Minute of Use	\$0.001178			Ħ		<b> </b>
	7.6:4.2	Tandem Switched Transport, Tandem Switching, per Minute of Use	\$0,000690			#	ļ	<b> </b>
<u>.</u>	7.6.4.3	Tandem Transmission, per Minute of Use (Recurring Fixed & per Mile)			Į	<u> </u>		┢──
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7.6.6	July 1, 20	016 - June 30, 2017						
	7.6.5.1	End Office Call Termination, per Minute of Use	\$0.000700			G		
	7.6.6.2	Tandem Switched Transport, Tandem Switching, per Minute of Use	\$0.000690			#		ļ
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		7.6.6.3.1 Over 0 to 8 Miles	\$0.000240	\$0.000010	L	G	A	Ļ
		7.6.6.3.2 Over 8 to 25 Miles	\$0.000240	\$0.000010		G	A	<u>_</u>
		7.6.5.3.3 Over 25 to 50 Miles	\$0.000240	\$0.000010	<b></b>	G	Å	4_
		7.6.6.3.4 Over 50 Miles	\$0.000240	\$0.000010		G	A	┢
7.6.7	July 1, 20	217 - June 30, 2018					<u> </u>	
	7.6.7.1	End Office Call Termination, per Minute of Use	\$0.00000			G		
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		7.6.7.3.2 Over 8 to 25 Miles	\$0.00000	\$0.00000	+	G	G	+
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		118 - June 30, 2019 End Office Call Termination, per Minute of Use	\$0.00000			G		t
	7.6.8.2	Tandem Switched Transport, Tandem Switching, per Minute of Use	\$0.00000		]	G		
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		7.6.8.3.2 Over 8 to 25 Miles	\$0.00000	\$9,00000	L	G	G	Ļ
		7.6.8.3.3 Over 25 to 50 Miles	\$0.00000	\$0.00000		G	G	1
		7.6.8.3.4 Over 50 Miles	\$0.00000	\$0,00000	<u> </u>	G	G	4
7.9 Transit	Traffic				Ļ	+		<u> </u>
7.9,1	Local Trai	isit, per Minute of Use (Local Transit Assumed Mileage = 9 Miles)	\$0.001040	Accounter and a second	<u> </u>	#, A	4	4
7.9.2	Introl ATA	Toll Transit, per Minute of Use (Toll Transit Assumed Mileage = 9 Miles)	\$0.002798	*	1	1	1	1

NOTES:

A Generic Cost Docket, UT-960369

# Denotes voluntary rate reduction. These rates are not subject to true up and will be applied on a going forward basis. Deaveraged loop and subloop

G FCC Docket No. 01-92 Effective 12-29-11