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NO ACTION  
**Qwest.**  
Spirit of Service

**Qwest Corporation**  
1600 7th Avenue, Room 1506  
Seattle, Washington 98191  
(206) 345-1568  
Facsimile (206) 343-4040

Mark S. Reynolds  
Assistant Vice President  
Public Policy & Regulatory Affairs

March 29, 2011

Mr. David Danner, Executive Director and Secretary  
Washington Utilities and Transportation Commission  
P.O. Box 47250  
Olympia, Washington 98504-7250

Attn: Betty Erdahl

RE: WAC 480-120-375 Affiliated Interest Agreement

Dear Mr. Danner:

In accordance with WAC 480-120-375, Qwest Corporation is filing notification of the enclosed affiliated interest agreement between Qwest Corporation (QC) and CenturyLink. This is a new agreement entitled Feature Group A Foreign Exchange (FX) Service Agreement (Cowiche Telephone Company). Also enclosed is a verified statement.

Please call Joyce McDonald on 206 345-1514 if you have any questions or require any additional information.

Very truly yours,



for Mark Reynolds

Enclosures

COMMERCIAL  
MAY 11 2011

FEATURE GROUP A  
FOREIGN EXCHANGE (FX) SERVICE AGREEMENT  
(WASHINGTON)

This Agreement between Pacific Northwest Bell Telephone Company, a Washington corporation, hereinafter called PNB, and Cowiche Telephone Co., Inc., a Washington corporation, hereinafter called Exchange Carrier (EC), covers arrangements for concurrently provided intraLATA (Local Access and Transport Area) Feature Group A FX Service.

1. Services

For the purposes of this Agreement, Feature Group A FX Service is provided on an intraLATA basis only.

The Feature Group A FX Service described herein is offered only if provided for in each Company's filed tariffs with the appropriate regulatory agency.

Notwithstanding any other provision of this Agreement, this Agreement shall not be construed to obligate either the EC or PNB to provide Feature Group A FX Service.

2. Definitions

- a. Access Charges are charges payable by a customer or carrier to a local exchange company for Switched Access Service.
- b. Carrier is any company responsible for tariffing and providing intraLATA LDMTS.
- c. Exchange denotes a specified geographic area established by tariff for the furnishing of local telephone service.
- d. Feature Group A FX Service, or its equivalent, is a service using facilities for the origination, termination or transporting of interstate intraLATA and intrastate intraLATA Switched Access Service.
- e. LATA (Local Access and Transport Area) is a geographic area encompassing one or more local PNB exchange areas within which it may provide LDMTS. Solely for purposes of this Agreement, LATA also includes those EC exchanges designated in the IntraLATA Toll Services Agreement, plus any amendments, modifications or successors thereto, between the companies hereto as "associated" with the LATA.
- f. Local company means the company which operates the local exchange.
- g. Local exchange denotes that exchange in which the termination of station equipment is located.

- h. Serving company means the company which operates the serving exchange.
- i. Serving exchange denotes that exchange in which the central office facilities which provide the dial tone for the Feature Group A FX Service are located.
- j. Switched Access Service is that service provided under each company's Access Service Tariff.

### 3. Tariff Filings

Each company will be responsible for the establishment and regulatory approval of the rates and charges applying to its service offering and to the portion of the facilities and services it provides.

### 4. Methods and Practices

The Feature Group A FX Service described herein shall be provided in accordance with mutually agreeable methods and practices of each company hereto.

### 5. Provision of Facilities

#### a. Construction of Facilities

Each company will cooperate with the other company to construct, equip, maintain and operate its portion of the jointly provided facilities so that reliable and quality service will be furnished to the customer at all times.

#### b. Change or Rearrangement of Facilities

Neither company will rearrange or change jointly provided Feature Group A FX Service facilities without the prior written consent of the other company, where such change or rearrangement, if not concurred in by the other company, would impair the service provided to the customer as set forth herein.

### 6. Customer Contacts

The Serving Company will make the necessary arrangements for Feature Group A FX Service with the customer.

### 7. Customer Billing

Feature Group A FX Service offered to a distant exchange under the Serving (dial tone) Company's filed Access Service Tariff will only be provided from offices that have measuring capabilities or that have a surrogate for billing that type of Service.

7. a. The Serving Company will bill to and collect from the Feature Group A FX Service customer the following items:
- (1) Feature Group A FX Service charges as set forth in the Serving Company's Access Service Tariff. This includes but is not limited to such items as access connections, usage charges, local transport charges, etc.
  - (2) Additional listings in the Serving Company's directory and/or directories.
  - (3) Where applicable, directory advertising in the Serving Company's directory and/or directories.
- b. The Local Company will bill to and collect from the Feature Group A FX Service customer any rates and charges, other than those set forth in 7.a. above, applicable in its filed tariff(s).

8. Uncollectibles

Revenue which may prove to be uncollectible will be assumed by both companies in the proportion that such revenue would have been distributed had it been collected.

9. Basis of Compensation

Compensation associated with Services described herein shall be in accordance with the Basis of Compensation contained in Exhibit I attached hereto.

10. Modification of Exhibit

From time to time, a new Exhibit, duly executed by the companies hereto, may be substituted for the attached Exhibit, superseding and cancelling the Exhibit then in effect.

11. Defaults or Violations

If either company defaults in the payment of any amount due hereunder, or if either company violates any other provision of this Agreement, and such default or violation continues for thirty (30) days after written notice thereof is given to the defaulting company, the other company may terminate this Agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this Agreement in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision.

12019469

12. Cancellation of Previous Agreements

Except as to any amount due thereunder, this Agreement cancels the Foreign Exchange Service Agreement which had an issue date of February 3, 1984, and which was effective January 1, 1984.

13. Term of Agreement

This Agreement will become effective January 1, 1984, and will continue in force until terminated by thirty (30) days' prior notice in writing from either company to the other.

PACIFIC NORTHWEST BELL  
TELEPHONE COMPANY

By

*RCP*

Executive Director  
Carrier Marketing and  
Marketing Operations

MAY 29 1987

Date of Execution

COWICHE TELEPHONE CO., INC.

By

*William R. Cottrell*  
Vice President

6-24-87

Date of Execution

12019470

FORM APPROVED
Date <i>3/29/87</i>
By <i>MKH</i>
Legal Department
Pacific Northwest Bell



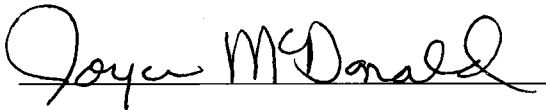
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

Qwest Corporation

WAC 480-120-375 states:

Every public service company must file a verified copy, or a verified summary, if unwritten, of contracts or arrangements with affiliated interests before the effective date of the contract or arrangement. Verified copies of modifications or amendments to the contract or arrangements must be filed before the effective date of the modification or amendment. If the contract or arrangement is unwritten, then a public service company must file a verified summary of any amendment or modification. The Commission may institute an investigation and disapprove the contract or arrangement if the commission finds the public service company has failed to prove that it is reasonable and consistent with the public interest.

Joyce L. McDonald, Lead Finance/Business Analyst of Qwest Corporation certifies that the attached Feature Group A Foreign Exchange (FX) Service Agreement (Cowiche Telephone Company) describes the affiliate arrangement between Qwest Corporation and CenturyLink.

A handwritten signature in black ink that reads "Joyce McDonald". The signature is written in a cursive style and is positioned above a horizontal line.

Joyce L. McDonald

Dated at Seattle this 29th day of March, 2011.