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WT-133026-1A

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

2013 DEC 23 AM 11:16



**CenturyLink™**

**Maura E. Peterson**  
Paralegal  
Regulatory Law

STATE OF WASH.  
UTIL. AND TRANSP.  
COMMISSION

December 20, 2013

*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. [Not Yet Assigned]  
Adoption of the Interconnection Agreement by Clear Rate  
Communications, Inc. Adopting the Interconnection  
Agreement Between Qwest Corporation dba CenturyLink QC  
and Ednetics, Inc.**

Dear Mr. King:

In accordance with WAC 480-07-640, please find enclosed an original Adoption of the Interconnection Agreement by Clear Rate Communications, Inc. Adopting the Interconnection Agreement Between Qwest Corporation dba CenturyLink QC and Ednetics, Inc. for the State of Washington. Clear Rate Communications, Inc. has adopted, in its entirety, the previously approved Agreement between Qwest Corporation dba CenturyLink QC and Ednetics, Inc., Docket No. UT-123022, approved by the Commission on November 30, 2012.

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.

Sincerely,

Maura E. Peterson

MEP/jga

Enclosure(s)

cc: Sam Namy (w/o Encl.)  
Jason Hendrix (w/o Encl.)

www.centurylink.com

**Posted**



**Adoption of the  
Interconnection Agreement**

**By**

**Clear Rate Communications, Inc.**

**Adopting the  
Interconnection Agreement**

**Between**

**Qwest Corporation dba CenturyLink QC**

**And**

**Ednetics, Inc.**

**For the State of Washington**

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## **Adoption of the Interconnection Agreement**

This Adoption of the Interconnection Agreement ("Agreement") is entered into by and between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Clear Rate Communications, Inc. ("CLEC"), a Michigan corporation, each of which may be referred to herein as "Party", or collectively as the "Parties", to establish the terms, conditions and rates for local interconnection and the exchange of Local traffic for the State of Washington.

**NOW THEREFORE**, the Parties agree as follows:

### **1. ADOPTED AGREEMENT**

- 1.1 This Agreement between the Parties shall consist of the Interconnection Agreement entered into by and between Qwest Corporation dba CenturyLink QC and Ednetics, Inc., approved by the Commission in 2012, for the State of Washington.
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement, including all amendments to that Adopted Agreement (the "Terms").
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the Terms of the Adopted Agreement and this Agreement, this Agreement will control.

### **2. PARTY**

For the purposes of this Agreement, CLEC is hereby substituted in the Adopted Agreement for Ednetics, Inc.

### **3. PROVISIONS**

- 3.1 The Terms of the Ednetics, Inc. Agreement are being adopted in its entirety by CLEC pursuant to CLEC's statutory rights under Section 252(i). The filing and performance by CenturyLink of the Terms does not in any way constitute a waiver by CenturyLink of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyLink of any or all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of CLEC's 252(i) election.
- 3.2 Should CLEC attempt to apply the adopted Terms in a manner that conflicts with the provisions set forth herein, CenturyLink reserves its rights to seek appropriate legal and/or equitable relief.

### **4. EFFECTIVE DATE AND TERM**

- 4.1 This Agreement, if an initial Agreement shall become effective on the date of Commission Approval ("Effective Date"); however the Parties may agree to implement the provisions of this Agreement upon execution by both Parties. However, the initiation of a new account, any new provision of service or obligation or any revision to currently existing services or obligations may take up to 60 days to accommodate any required initial processes.
- 4.2 In the event that the Parties currently have an existing Interconnection Agreement, this Agreement shall replace the existing Interconnection Agreement in its entirety beginning on the Effective Date. However, nothing relieves the Parties from fulfilling all obligations incurred under that prior Interconnection Agreement.
- 4.3 The expiration date of this Agreement shall be the expiration date of the Adopted Agreement listed above, which is November 29, 2015.

**5. NOTICES**

Except as otherwise provided, all notices and communication hereunder will be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, and addressed as follows:

**To CenturyLink:**  
CenturyLink  
Director Wholesale Contracts  
930 15th Street, 6th Floor  
Denver, CO 80202  
Phone: 303-672-2879  
Email: [intagree@centurylink.com](mailto:intagree@centurylink.com)

**With Copy to:**  
CenturyLink Legal Department  
Wholesale Interconnection  
1801 California Street, 9th Floor  
Denver, CO 80202  
Phone: 303-383-6553  
Email: [Legal.Interconnection@centurylink.com](mailto:Legal.Interconnection@centurylink.com)

**To CLEC:**  
Sam Namy  
CFO  
Clear Rate Communications, Inc.  
555 S Old Woodward, Ste 600  
Birmingham, MI 48009  
Phone: 248-556-4525  
Email: [snamy@clearrate.com](mailto:snamy@clearrate.com)

**With Copy to:**  
Jason Hendrix  
Business Operations Analyst  
Clear Rate Communications, Inc.  
555 S Old Woodward, Ste 600  
Birmingham, MI 48009  
Phone: 248-556-4530  
Email: [jhendrix@clearrate.com](mailto:jhendrix@clearrate.com)

**6. REGULATORY REQUIREMENTS**

- 6.1 CLEC represents and warrants that it is authorized to provide telecommunications services in the State of Washington.
- 6.2 The Parties will cooperate to file this Agreement with the Commission for approval and complete all attendant requirements of the Commission for such approval.

**IN WITNESS WHEREOF**, CLEC and CenturyLink have caused this Agreement to be executed by their respective duly authorized representatives.

**Clear Rate Communications, Inc.**

**Qwest Corporation dba CenturyLink QC**

DocuSigned by:  
*Sam Namy*  
C6A7C983C47143E...

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Sam Namy  
Printed Name

L. T. Christensen  
Printed Name

CFO  
Title

Director – Wholesale Contracts  
Title

12/5/2013

12/5/2013

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date