

AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into by and among Qwest Corporation, d/b/a CenturyLink QC and United Telephone Company of the Northwest, d/b/a CenturyLink (collectively “CTL”), Frontier Northwest Incorporated (“FTR”), and Craig Phillips, CPA (“Phillips”) to be effective the 1st day of December, 2015. CTL, FTR, and Phillips may also be collectively referred to as “the Parties.”

RECITALS

1. **WHEREAS**, FTR is the successor in interest to Verizon Northwest, Incorporated; and
2. **WHEREAS**, in approximately 1996, the Data Distribution Center (“DDC”) was created in the State of Washington to allow what was then known as GTE Northwest Incorporated and US WEST Communications, Inc. (now CTL) to perform as primary toll carriers (“PTCs”) in Washington through the exchange of certain records related to intraLATA toll; and
3. **WHEREAS**, pursuant to the Agreement Concerning Operation of Washington Data Distribution Center, dated May 16, 1996, the Washington Exchange Carrier Association (“WECA”) was designated to perform functions as administrator for the DDC, which agreement was approved by the Washington Utilities and Transportation Commission in the GTENW Consolidated Dockets, UT-921462, UT-921463, UT-921464 and UT-921465; and
4. **WHEREAS**, in approximately 2001 the DDC was created in the State of Oregon to allow CTL and FTR to perform as PTCs in the State of Oregon through the exchange of certain records related to intraLATA toll; and
5. **WHEREAS**, in Docket UT-142, Order No. 99-198, the Oregon Exchange Carrier Association, Inc. (“OECA”) was designated by the Oregon Public Utility Commission to be the administrator of the DDC; and
6. **WHEREAS**, CTL, FTR (through its predecessor) and OECA entered into an agreement for the administration of the DDC, which agreement was approved by the Oregon Public Utility Commission in Docket No. UT-142; and
7. **WHEREAS**, CTL recently ceased being the designated toll carrier in Oregon (and is no longer the designated carrier in Washington), however, both CTL and FTR will continue to act as a PTC and provide intraLATA toll services such that the continued operation of the DDC is beneficial in order to most efficiently exchange such traffic and records associated with the traffic;
8. **WHEREAS**, OECA, CTL and FTR have entered into an Amendment to the Agreement Concerning the Operation of the Oregon DDC, executed October 14, 2015, to replace OECA with Phillips as the DDC Administrator;

9. **WHEREAS**, WECA, CTL and FTR have entered into an Amendment to the Agreement Concerning the Operation of the Washington DDC, executed October 14, 2015, to replace WECA with Phillips as the DDC Administrator;

NOW, THEREFORE, the Parties hereby agree as follows:

AGREEMENT

1. The recitals are agreed to be material provisions of this Agreement and are hereby incorporated herein.
2. With OECA being phased-out of business and WECA is seeking to no longer act as the Administrator of the DDC, the Parties agree that Phillips will become the Administrator of the DDC for both Washington and Oregon at the time that WECA and OECA cease performing that function.
3. Unless otherwise stated herein, in all other respects the documents and agreements related to the DDC shall remain in full force and effect.
4. The Parties agree that Phillips' compensation for performing the duties of Administrator of the DDC will be \$1,000 per month for Washington and \$1,000 per month for Oregon. Charges will be allocated to CTL and FTR based on the percent of records submitted to the DDC by each company, as documented in DDC Report 8 monthly. Phillips' compensation may be increased by up to 2.5% annually on the anniversary of the effective date of this Agreement. Charges for any extraordinary services beyond the normal monthly and quarterly services would be charged at \$150 per hour. This could include charges for participating in UTC/OPUC hearings, dockets or other changes to the current operating arrangement. Whenever possible, advance notice of these extraordinary services will be provided to CTL and FTR.
5. The Parties understand and agree that, should a party determine that the charges incurred by a Party for operation of the DDC exceed that which a Party finds to be economically reasonable or other provisions of the documents and agreements related to the DDC result in an undue administrative burden to a Party, the Parties will either renegotiate any such terms and incorporate them through an amendment to this Agreement or a Party may terminate its participation in this Agreement, subject to Washington and Oregon Commission approval. In such a case, CTL and FTR will provide at least 90 days advance written notice to Phillips. The foregoing provisions of this Section 5 apply only to this Agreement and do not apply to the Agreement Concerning Operation of Washington Data Distribution Center.
6. The Parties further understand and agree that, should Phillips determine he no longer wishes to be the Administrator of the DDC, he will provide at least ninety (90) days advance written notice of such desire to CTL, FTR, the WECA and OCEA member companies; and this Agreement will terminate on the same date as the effective date of the notice provided by Phillips.

7. This Amendment may be executed in counterparts, all of which, taken together, shall comprise one and the same agreement. Any signature to this Amendment transmitted among the parties by means of facsimile transmission or in .pdf format as an e-mail attachment shall have the same effect as an original signature.

Entered into to be effective on the date set forth above.

**QWEST CORPORATION D/B/A CENTURYLINK
QC**

CRAIG J. PHILLIPS, CPA

By: Mark S. Reynolds

Mark S. Reynolds
Vice President, Regional Regulatory &
Legislative Affairs

Date: _____

Date: 10-14-2015

**UNITED TELEPHONE COMPANY OF THE
NORTHWEST, D/B/A CENTURYLINK**

FRONTIER NORTHWEST INCORPORATED

By: Mark S. Reynolds

Mark S. Reynolds
Vice President, Regional Regulatory &
Legislative Affairs

By: _____

Its: _____

Date: _____

Date: 10-14-2015


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QWEST CORPORATION D/B/A CENTURYLINK
QC

CRAIG J. PHILLIPS, CPA

By: _____
Mark S. Reynolds
Vice President, Regional Regulatory &
Legislative Affairs


Date: 10/12/15

Date: _____

UNITED TELEPHONE COMPANY OF THE
NORTHWEST, D/B/A CENTURYLINK

FRONTIER NORTHWEST INCORPORATED

By: _____
Mark S. Reynolds
Vice President, Regional Regulatory &
Legislative Affairs

By: _____
Its: _____
Date: _____

Date: _____

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QC

CRAIG J. PHILLIPS, CPA

By: _____
Mark S. Reynolds
Vice President, Regional Regulatory &
Legislative Affairs

Date: _____

Date: _____

UNITED TELEPHONE COMPANY OF THE
NORTHWEST, D/B/A CENTURYLINK

FRONTIER NORTHWEST INCORPORATED

By: _____
Mark S. Reynolds
Vice President, Regional Regulatory &
Legislative Affairs

By: *Renee Miller*
Its: *Authorized Representative*
Date: *10-12-15*

Date: _____