

**CARRIER-TO-CARRIER AGREEMENT CHECKLIST**

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing. **Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement electronically to the e-mail addresses listed below.**

**1. PARTIES**      *Competitive Carrier*      *Incumbent Local Exchange Carrier*

Name of Party: Umpqua Telecom Services Corp. dba Rio Networks      Qwest Corporation

Contact for Processing Questions:

Name: Mark Bilton-Smith      Carla Butler

Telephone: (541) 673-3772      (503) 242-5420

E-mail: mark.b@rionetworks.com      carla.butler@centurylink.com

Contact for Legal Questions (if different):

Name:     

Telephone:     

E-mail:     

Other Persons wanting E-mail service of documents (if any):

Name: Resha Cason      Steve Dea

E-mail: resha.c@rionetworks.com      intagree\*centurylink.com

**2. TYPE OF FILING**      NOTE: Parties making multiple requests (such as seeking to adopt a previously approved agreement and Commission approval of new negotiated amendments to that agreement) should submit a separate checklist for each requested action.

Adoption: Adopts existing carrier-to-carrier agreement approved by the Commission.

- Docket ARB [ ]
- Parties to prior agreement [ ] & [ ]

New Agreement: Seeks approval of new negotiated agreement.

**Does adoption or agreement replace an existing agreement between the parties?**

- NO
- YES, Docket ARB [ ]

Amendment: Amends an existing carrier-to-carrier agreement.

Docket ARB [ 814 ]

**Transit Traffic Update Amendment  
to the Interconnection Agreement  
between  
Qwest Corporation dba CenturyLink QC  
and  
Umpqua Telecom Services Corp. dba Rio Networks  
for the State of Oregon**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Umpqua Telecom Services Corp. dba Rio Networks ("CLEC"). CenturyLink and CLEC shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement"), for service in the State of Oregon, that was approved by the Public Utility Commission of Oregon ("Commission") on November 14, 2007; and

WHEREAS, the Parties agree to amend the Agreement 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 Transit Traffic terms, conditions and rates of the Agreement are hereby amended by adding section 7.3.7.5, as set forth in Attachment 1, and replacing Section 7.9.1 and Section 7.9.2, Local & IntraLATA Toll Transit, per Minute of Use, as reflected in Exhibit A, attached hereto and incorporated herein.

**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 CenturyLink. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, CenturyLink shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as CenturyLink implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

**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**

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended 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 the Agreement as amended.

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.

**Umpqua Telecom Services Corp.  
dba Rio Networks**

**Qwest Corporation dba CenturyLink QC**

DocuSigned by:  
*Mark Bilton-Smith*  
FA8555B610E940E

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

Signature

Signature

Mark Bilton-Smith  
Name Printed/Typed

L. T. Christensen  
Name Printed/Typed

President  
Title

Director – Wholesale Contracts  
Title

9/16/2011  
Date

9/16/2011  
Date

## **ATTACHMENT 1**

7.3.7.5 The Parties disagree as to whether the provision of transiting services are required to be provided under Section 251 of the Act. The Parties further disagree as to whether these services are required to be priced according to a TELRIC methodology. Notwithstanding the foregoing, the Parties have included transiting services terms, conditions and rates in this Agreement. The Parties agree that if the Commission, the FCC or a court of competent jurisdiction issues a legally binding ruling that provides transiting services are not required to be provided under Section 251 of the Act or the services are not required to be priced according to a TELRIC methodology, CenturyLink can provide a notice to CLEC to amend this Agreement or enter into an alternative service arrangement, or both, for transiting services. If the Parties fail to agree upon such an amendment or alternative service arrangement within 60 Days after the notification from CenturyLink, it will be resolved in accordance with the Dispute Resolution provision of this Agreement.

				EAS / Local Traffic Reciprocal Compensation Election								
Amendment				Bill and Keep			Notes					
				Recurring	Recurring Per Mile	Non- Recurring	REC Mile	REC per Mile	REC			
<b>7.0 Interconnection</b>												
<b>7.9 Transit Traffic</b>												
	7.9.1	Local Transit, per Minute of Use			\$0.001238				10, &			
	7.9.2	IntraLATA Toll Transit (IntraLATA Toll Assumed Mileage = 9 Miles)		CenturyLink's Oregon Access Service Tariff	CenturyLink's Oregon Access Service Tariff							
<b>NOTES:</b>												
	10	The provision of transiting services is not required pursuant to Section 251 of the Telecommunications Act. CenturyLink has chosen to offer this service as part of its interconnection agreement, but this service is not required to be priced according to a TELRIC methodology.										
	&	Negotiated Rate										