

January 25, 2019

## Via E-Filing Only

Ms. Cheryl Walker Oregon Public Utility Commission P.O. Box 1088 Salem, OR 97309-1088 Puc.filingcenter@state.or.us

Re: Reciprocal Compensation Bill and Keep Amendment between

Level 3 Telecom of Oregon, LLC and Qwest Corporation d/b/a CenturyLink QC

ARB 623

Dear Ms. Walker:

Attached for filing please find a Reciprocal Compensation Bill and Keep Amendment to the Interconnection Agreement between Level 3 Telecom of Oregon, LLC and Qwest Corporation d/b/a CenturyLink QC. Also attached is a completed Carrier-to-Carrier Agreement Checklist, which includes the names of the parties, a contact person, and the type of filing.

Please feel free to contact me if you have any questions concerning the enclosed. Thank you for your assistance.

Very truly yours, Arla Wilowelle\_

Carla M. Butler

Paralegal

Attachment

# **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 use the information from 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 to the e-mail address listed below.

1. P.	ARTIES Competitive Carrier	Incumbent Local Exchange Carrier
Name of I	Party:	
Contact fo	or Processing Questions:	
Name		
Telephone	e:	
E-mail:		
Contact fo	or Legal Questions (if different)	
Name:		
Telephone	e:	
E-mail:		
Other Per	rsons wanting e-mail service of documents (if any)	
Name:		
E-mail:		
		proved by the Commission.
•	Parties to prior agreement:	&
□ <u>N</u>	New Agreement: Seeks approval of a new negotiated agree	ement.
	ption or agreement replace an existing agreement between NO YES, Docket ARB	n the parties?
·	Amendment: Amends an existing carrier to carrier agreem Docket ARB	nent.
	filing replace an agreement or amendment currently pend NO	ling Commission approval?
	YES, Docket ARB, Filed on _	
Atta	chment(s) provided on CD, DVD or flash drive.	

Reciprocal Compensation Bill and Keep Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Level 3 Telecom of Oregon, LLC for the State of Oregon

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Level 3 Telecom of Oregon, LLC ("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 which was approved by the Commission on November 3, 2004; and

WHEREAS, the Parties desire to amend the Agreement further 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 Agreement is hereby amended for Reciprocal Compensation to be at Bill and Keep for the exchange of Exchange Service or Extended Area Service (EAS/Local) Traffic as set forth in Exhibit A to this Amendment, attached hereto and incorporated herein by this reference.

#### **Effective Date**

This Amendment shall be deemed effective upon approval by the Commission, or by being permitted to go into effect by operation of law; 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.

#### **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.

Level 3 Telecom of Oregon, LLC	Qwest Corporation dba CenturyLink QC					
Docusigned by:  Gary Black	Eimberly J. Powirk					
Signature	Signature					
Gary R. Black	Kimberly J. Povirk					
Name Printed/Typed	Name Printed/Typed					
VP- Carrier Relations	Director – Sales Support					
Title	Title					
1/24/2019	1/24/2019					
Date	Date					

# Exhibit A Oregon

Select the appropriate type of contract below. For cost docket					Select Traffic Type	EAS / Local Traffic Reciprocal Compensation							
	changes, leave b	ank:											
						Options	Bill and Keep		!		Notes		
							Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile	NRC	
	7.6 Exchang	e Service (E	AS/Local) Traf	ic									
	7.6.1	Intentionally	/ Left Blank										
	7.6.2	Intentionally	/ Left Blank										
	7.6.3	Intentionally	/ Left Blank										
	7.6.4	Intentionally	/ Left Blank										
	7.6.5	Intentionally	/ Left Blank										
	7.6.6	Intentionally Left Blank											
	7.6.7	Intentionally Left Blank											
	7.6.8		sill and Keep										
		7.6.8.1		Termination, per			\$0.000000			Н			
		7.6.8.2		ed Transport, pe			\$0.000000			Н			
		7.6.8.3	Tandem Transmission, per Minute of Use (Recurring Fixed & per Mile)										
			7.6.8.3.1	Over 0 to 8 Mile			\$0.000000			Н	Н		
			7.6.8.3.2	Over 8 to 25 Mi			\$0.000000			Н	Н		
			7.6.8.3.3	Over 25 to 50 N	Miles		\$0.000000	·		Н	Н		
			7.6.8.3.4	Over 50 Miles			\$0.000000	\$0.000000		Н	Н		