



CARLA M. BUTLER

June 1, 2018

*Via E-Filing Only*

Filing Center  
Oregon Public Utility Commission  
P.O. Box 1088  
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Re: Field Connection Point (FCP) Rate Update Amendment to the  
Interconnection Agreement between Cal-Ore Communications, Inc. (fka  
Cal-Ore Telephone Co) and Qwest Corporation dba CenturyLink QC  
ARB 628

Dear:

Attached please find a Field Connection Point (FCP) Rate Update Amendment to the Interconnection Agreement between Cal-Ore Communications, Inc. (fka Cal-Ore Telephone Co) and Qwest Corporation dba 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. No paper copy will follow.

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

Very truly yours,

A handwritten signature in black ink that reads "Carla M. Butler".

Carla M. Butler  
Paralegal

Attachment

310 SW Park Ave., 11<sup>th</sup> Flr.  
Portland, OR 97205  
Tel. 503.242.5420  
Fax. 503.242.8589  
[carla.butler@centurylink.com](mailto:carla.butler@centurylink.com)



**Field Connection Point (FCP) Rate Update Amendment  
to the Interconnection Agreement between  
Qwest Corporation dba CenturyLink QC and  
Cal-Ore Communications, Inc. (fka Cal-Ore Telephone Co)  
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 Cal-Ore Communications, Inc. (fka Cal-Ore Telephone Co) ("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 December 9, 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 by adding terms, conditions and rates for Field Connection Point as set forth in Attachment 1 and 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; 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.

**Cal-Ore Communications, Inc.  
(fka Cal-Ore Telephone Co)**

**Qwest Corporation dba CenturyLink QC**

DocuSigned by:  
*Edward Ormsbee*  
BE1EA47281044BD...  
Signature

DocuSigned by:  
*Kimberly J. Povirk*  
8E351664DF3444F...  
Signature

Edward B. Ormsbee  
Name Printed/Typed

Kimberly J. Povirk  
Name Printed/Typed

General Manager  
Title

Director Sales Support  
Title

5/24/2018  
Date

5/24/2018  
Date

## ATTACHMENT 1

**NOTE: The following language hereby is added to the Agreement:**

### **9.3.4 Detached Terminal Subloop Access: Terms and Conditions**

#### 9.3.4.3 Field Connection Point

9.3.4.3.3 CLEC must identify the size and type of cable that will be terminated in the Qwest FCP location. Qwest will terminate the cable in the Qwest accessible terminal if termination capacity is available. If termination capacity is not available, Qwest will expand the FDI at the request of CLEC if Technically Feasible, all reconfiguration costs to be borne by CLEC. In this situation only, Qwest shall seek to obtain any necessary authorizations or rights of way required to expand the terminal. It will be the responsibility of Qwest to seek to resolve obstacles that Qwest may encounter from cities, counties, electric power companies, property owners and similar third parties. The time it takes for Qwest to obtain such authorizations or rights of way shall be excluded from the time Qwest is expected to provision the Collocation. CLEC will be responsible for placing the cable from the Qwest FCP to its equipment. Qwest will perform all of the initial splicing at the FCP.

Exhibit A  
Oregon

Amendment				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
<b>9.3 Subloop</b>									
	9.3.7	Field Connection Point (FCP)							
		9.3.7.1	Feasibility Fee / Quote Preparation Fee			\$882.04			1
		9.3.7.2	FCP Set-up, per Request			\$1,554.95			1
		9.3.7.3	FCP Splicing, per 25 Pairs			\$15.03			1
		9.3.7.4	FCP Reclassification Charge			\$573.28			1
<b>NOTES:</b>									
1	Rates not addressed in a Cost Docket (estimated TELRIC)								