



CARLA M. BUTLER

June 1, 2018

**Via Electronic Filing Only**

Gary Widerburg, Secretary  
Public Service Commission of Utah  
400 Heber M. Wells Office Building  
160 East 300 South  
Salt Lake City, UT 84111  
[psc@utah.gov](mailto:psc@utah.gov)

Dear Mr. Widerburg:

Attached please find the following CenturyLink QC filing:

ALL WEST/UTAH, INC.

AMENDMENT TO INTERCONNECTION AGREEMENT

If you have any questions, please do not hesitate to contact me. Thank you in advance for your assistance.

Sincerely,

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

Carla M. Butler  
Paralegal

Attachment  
cc: Service List

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Portland, OR 97205  
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*Of Attorneys for CenturyLink*

**BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH**

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In the Matter of the Interconnection Agreement	:	Docket No.
Between QWEST CORPORATION dba	:	
CENTURYLINK QC and ALL WEST/UTAH, INC. :	:	<b>FILING OF AMENDMENT</b>
	:	<b>TO AGREEMENT</b>
	:	

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Pursuant to 47 U.S.C. § 252(e)(1), and Utah Code Ann. § 54-8b-2.2.(1)(d), Qwest Corporation dba CenturyLink QC ("CenturyLink") files the attached Amendment to the Interconnection Agreement between CenturyLink and All West/Utah, Inc. The Interconnection Agreement between CenturyLink and All West/Utah, Inc. was deemed approved by the Commission on July 13, 2009 in Docket No. 09-049-23. The Interconnection Agreement is hereby amended by adding the terms and conditions of this Amendment.

Respectfully submitted this 1<sup>st</sup> day of June, 2018.



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Torry Somers  
Associate General Counsel  
*Of Attorneys for CenturyLink*

CERTIFICATE OF SERVICE  
VIA EMAIL TRANSMISSION

I hereby certify that on the 1<sup>st</sup> day of June, 2018, a true and correct copy of the foregoing FILING OF AMENDMENT TO INTERCONNECTION AGREEMENT was served upon the following person via means of e-mail transmission only to the e-mail address listed below.

All West/Utah, Inc.  
50 W. 100 N.  
Kamas, UT 84039  
Phone: (435) 683-4950  
[darcy.kunz@allwest.com](mailto:darcy.kunz@allwest.com)

DATED this 1<sup>st</sup> day of June, 2018.

CENTURYLINK



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By: Carla M. Butler  
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Paralegal for CenturyLink

**ILEC-CLEC Mid-Span Meet POI Amendment  
to the Interconnection Agreement between  
Qwest Corporation dba CenturyLink QC and  
All West/Utah, Inc.  
for the State of Utah**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and All West/Utah, Inc. ("CLEC"), a Utah corporation, (collectively, the "Parties").

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the state of Utah which was approved by the Commission on August 4, 2009; and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein; and

WHEREAS, CLEC's affiliate, All West Communications, Inc. is an ILEC operating outside of CenturyLink's service territory and CenturyLink and All West Communications, Inc. have jointly provisioned a facility between them which is used for the exchange of traffic between CenturyLink and All West Communications, Inc. and CenturyLink and CLEC wish to use that facility for the separate exchange of traffic between CenturyLink and CLEC;

**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 and conditions for Mid-Span Meet POI as set forth in Attachment 1 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.

**All West/Utah, Inc.**

DocuSigned by:  
*Matthew Weller*  
48C9985EB03D4F5...  
\_\_\_\_\_  
Signature

Matthew Weller  
\_\_\_\_\_  
Name Printed/Typed

President  
\_\_\_\_\_  
Title

5/21/2018  
\_\_\_\_\_  
Date

**Qwest Corporation dba CenturyLink QC**

DocuSigned by:  
*Kimberly J. Povirk*  
8E351664DE3444F  
\_\_\_\_\_  
Signature

Kimberly J. Povirk  
\_\_\_\_\_  
Name Printed/Typed

Director Sales Support  
\_\_\_\_\_  
Title

5/21/2018  
\_\_\_\_\_  
Date

**ATTACHMENT 1**

CenturyLink and CLEC's affiliated ILEC have previously exchanged traffic using facilities established for the exchange of traffic between CenturyLink and CLEC's affiliated ILEC operation. In order to efficiently use the Parties' network facilities, the existing ILEC facility will be treated as a "Mid-Span Meet POI" point of interconnection, as defined below. CLEC will provision separate trunks on the existing facility for its CLEC traffic and represents and warrants that it will not use any trunks over the existing facility established for use in its ILEC operations for any traffic that is governed by this Agreement. Should either CLEC's affiliated ILEC or CenturyLink request to alter the arrangements for the existing ILEC meet point facility, the CLEC and CenturyLink will be required to re-negotiate a CLEC POI and the existing LIS trunk groups may need to be re-provisioned.

**1. Mid-Span Meet POI.**

A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between the CenturyLink Serving Wire Center location and the location of the CLEC switch or other equipment or facilities located within the area served by the CenturyLink Serving Wire Center. The Parties will use the existing facilities in place between CLEC's affiliated ILEC and CenturyLink, establishing a Mid-Span Meet POI within CenturyLink's franchised service territory over which CLEC will establish its LIS trunking. For any additional Mid-Span Meet POIs that CLEC may request, the actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. Any ILEC meet point established to a CenturyLink Remote Switch cannot be used to establish an ILEC-CLEC Mid-Span Meet POI. The Mid-Span Meet POI will be used exclusively as an Interconnection facility and cannot be used for other purposes such as Unbundled Network Elements or Access Services.