



CARLA M. BUTLER

April 19, 2017

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

Dear Mr. Widerburg:

Attached please find the original of the following CenturyLink QC filing:

PEERLESS NETWORK OF UTAH, LLC

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

Enclosure
cc: Service List

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Of Attorneys for CenturyLink

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the Interconnection Agreement	:	Docket No.
between QWEST CORPORATION dba	:	
CENTURYLINK QC and	:	FILING OF AMENDMENT TO
PEERLESS NETWORK OF UTAH, LLC	:	INTERCONNECTION
	:	AGREEMENT

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 Reciprocal Compensation Bill and Keep Amendment to the Interconnection Agreement entered into by CenturyLink and Peerless Network of Utah, LLC for approval by the Commission. The Interconnection Agreement between CenturyLink and Peerless Network of Utah, LLC was deemed approved by the Commission on January 20, 2015 in Docket No. 14-049-23. The Interconnection Agreement is hereby amended by adding the terms and conditions of this Amendment

Respectfully submitted this 19th day of April, 2017.



Torry Somers
Associate General Counsel
Of Attorneys for CenturyLink

CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of April, 2017, I caused 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 to the e-mail addresses listed below:

Peerless Network of Utah, LLC.
Attn: John Barnicle
222 S. Riverside Plaza, Ste. 2730
Chicago, IL 60606
jbarnicle@peerlessnetwork.com

Peerless Network of Utah, LLC
Attn: Julie Oost
222 S. Riverside Plaza, Ste. 2730
Chicago, IL 60606
regulatory@peerlessnetwork.com

DATED this 19th day of April, 2017.

CENTURYLINK



By: Carla M. Butler
310 SW Park Ave., 11th Flr.
Portland, OR 97205
Telephone: 503-242-5420
Facsimile: 503-242-8589
e-mail: carla.butler@centurylink.com

Paralegal for CenturyLink

**Reciprocal Compensation Bill and Keep Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC and
Peerless Network of Utah, LLC
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 Peerless Network of Utah, 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 Utah which was approved by the Commission on March 23, 2015; 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 and conditions for Bill and Keep Reciprocal Compensation 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, 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. 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.

Peerless Network of Utah, LLC

Qwest Corporation dba CenturyLink QC

DocuSigned by:
Scott Kell
E499DC691D64478

DocuSigned by:
Diane Roth
766DEF6A149A455

Signature

Signature

Scott Kell
Name Printed/Typed

Diane Roth
Name Printed/Typed

EVP of Operations
Title

Director-Wholesale
Title

4/12/2017

4/12/2017

Date

Date

ATTACHMENT 1

The following language hereby replaces the existing language, in the Agreement, in its entirety:

Following is a complete replacement of Section 7.3.4:

7.3.4 Exchange Service (EAS/Local) Traffic**7.3.4.1 End Office Call Termination**

7.3.4.1.1 The Parties agree that, based upon the fact that the traffic exchanged between the Parties historically has been roughly balanced or low in volume, end office call termination compensation for Exchange Service (EAS/Local) traffic shall be based upon the bill and keep compensation mechanism, whereby neither Party charges the other Party reciprocal compensation for the termination of EAS/Local traffic originated by the other Party. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this State until the earlier of: (1) the expiration of the Agreement, or (2) further action by the Federal Communications Commission (FCC), or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

7.3.4.1.2 Intentionally Left Blank.

7.3.4.1.3 Intentionally Left Blank.

7.3.4.1.4 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

7.3.4.2 Tandem Switched Transport

7.3.4.2.1 For traffic delivered through a CenturyLink or CLEC tandem Switch (as defined in the Agreement), the Parties agree that, based upon the fact that the traffic exchanged between the Parties historically has been roughly balanced or low in volume, tandem switched transport functions for Exchange Service (EAS/Local) non-transit traffic shall be compensated based upon the bill and keep compensation mechanism. Bill and keep will apply to both the tandem switching rate and the tandem transmission rate. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this State until the earlier of: (1) the expiration of the Agreement, or (2) further action by the Federal Communications Commission (FCC), or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order

on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

7.3.4.2.2 Intentionally Left Blank.

7.3.4.2.3 Intentionally Left Blank.

7.3.4.2.4 When CenturyLink receives an unqueried call from CLEC to a number that has been ported to another Switch within the EAS/Local Calling Area, and CenturyLink performs the query, charges will apply for the FCC approved default query per Section 10, as well as mileage sensitive tandem transmission rates which reflect the distance to the End Office Switch to which the call has been ported.

7.3.4.2.4.1 To determine the responsible originating Carrier of unqueried calls for purposes of identification of the Carrier to bill LNP query charges, CenturyLink and CLEC are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by OBF.

7.3.4.3 Intentionally Left Blank.

7.3.4.4 Intentionally Left Blank.

Following is a complete replacement of Section 7.3.6:

7.3.6 ISP-Bound Traffic

7.3.6.1 The Parties agree that ISP-bound traffic is Interstate traffic and governed by the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-bound Traffic) CC Docket 01-131 (FCC ISP Order), effective June 14, 2001. However, the Parties agree to exchange ISP-bound traffic utilizing the bill and keep compensation mechanism. Bill and keep will apply to both end office call termination and tandem switched transport of ISP-bound traffic.