

March 31, 2022

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

**Re: Request for Approval of Amendment to Type 1 and Type 2 Paging
Connection Service Agreement
Docket No. 06-049-80**

Dear Mr. Widerburg:

Attached please find the following CenturyLink QC filing:

American Messaging Services, LLC	Reciprocal Compensation Bill and Keep Amendment to the Type 1 and Type 2 Paging Connection Service Agreement between Qwest Corporation dba CenturyLink QC and American Messaging Services, LLC for the State of Utah
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If you have any questions, please do not hesitate to contact me. Thank you for your anticipated assistance in this regard.

Sincerely,



Josie G. Addington
Legal Assistant

Attachment

cc: Service List

William E. Hendricks, III
CenturyLink
902 Wasco St
Hood River, OR 97031
Ph: (541) 387-9439
Tre.hendricks@lumen.com

Of Attorneys for CenturyLink

BEFORE THE PUBLIC UTILITIES COMMISSION OF UTAH

In the Matter of the Type 1 and Type 2 Paging Connection Service Agreement between Qwest Corporation dba CenturyLink QC and American Messaging Services, LLC	DOCKET NO. FILING OF AMENDMENT TO TYPE 1 AND TYPE 2 PAGING CONNECTION SERVICE AGREEMENT
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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 Reciprocal Compensation Bill and Keep Amendment to the Type 1 and Type 2 Paging Connection Service Agreement (“Agreement”) entered into by CenturyLink and American Messaging Services, LLC (“American Messaging”) for approval by the Commission. The Agreement between CenturyLink and American Messaging was deemed approved by the Commission on December 11, 2006 in Docket No. 06-049-80. The Agreement is amended for Reciprocal Compensation to be at Bill and Keep for the exchange of Exchange Service or Extended Area Service (EAS/Local) Traffic by adding terms and conditions as set forth in Attachment 1, Appendix A and Appendix C to this Amendment.

Respectfully submitted this 31st day of March, 2022.



By: _____
William E. Hendricks III, Esq.
CenturyLink
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Tre.hendricks@lumen.com
Of Attorneys for CenturyLink

CERTIFICATE OF SERVICE

I hereby certify that on the 31st day of March, I caused a true and correct copy of the foregoing *Filing of Amendment to Type 1 and Type 2 Paging Connection Service Agreement* to be served upon the following person(s) by means of email transmission to the email address(es) listed below:

Person/Entity

Email Address

Jeff Chalmers
Sr. Vice President and CFO

jeff.chalmers@americanmessaging.net

Dated this 31st day of March, 2022.

CENTURYLINK



By: _____

Josie G. Addington
Legal Assistant
1600 7th Avenue, Room 1506
Seattle, WA 98101
206-806-7339
Josie.addington@lumen.com

**Reciprocal Compensation Bill and Keep Amendment
to the Type 1 and Type 2 Paging Connection Service Agreement between
Qwest Corporation dba CenturyLink QC
And
American Messaging Services, LLC
for the State of Utah**

This is an Amendment (“Amendment”) to the Type 1 and Type 2 Paging Connection Service Agreement between Qwest Corporation dba CenturyLink QC (“CenturyLink”), a Colorado corporation, and American Messaging Services, LLC (“CLEC”). CenturyLink and CLEC shall be known jointly as the “Parties”.

RECITALS

WHEREAS, the Parties entered into a Type 1 and Type 2 Paging Connection Service Agreement (“Agreement”) for service in the state of Utah which was approved by the Commission on December 11, 2006; 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 by adding terms and conditions as set forth in Attachment 1, Appendix A and Appendix C 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.

American Messaging Services, LLC


Jeff Chalmers (Dec 9, 2021 06:26 EST)

Signature

Jeff Chalmers
Name Printed/Typed

Sr Vice President and CFO
Title

Dec 9, 2021

Date

Qwest Corporation dba CenturyLink QC


Kimberly J. Povirk (Dec 9, 2021 06:01 CST)

Signature

Kimberly J. Povirk
Name Printed/Typed

Sr. Dir. Bus. Ops Wholesale Sales
Title

Dec 9, 2021

Date

ATTACHMENT 1

The following language is added to the existing language:

4.9.4 If the traffic data indicates an under-utilization of the installed trunks, CenturyLink may reduce the number of trunks assigned to Paging Provider.

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

6. TYPE 2 COMPENSATION FOR DELIVERY OF CENTURYLINK ORIGINATED TRAFFIC

6.1. Bill and Keep shall apply to the exchange of Non-Access Telecommunications Traffic, solely when such traffic terminates to the End User Customers of the Paging Provider.

6.2 Notwithstanding anything in this Agreement to the contrary, Bill and Keep shall not apply to the portion of the facilities associated with Third Party Traffic.

APPENDIX A - Rates and Charges Description

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

2. COMPENSATION FOR DELIVERY OF TYPE 2 QWEST ORIGINATED TRAFFIC

Intentionally Left Blank

APPENDIX C

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

Intentionally left blank