

June 19, 2019

Mr. Steven Kahl  
Interim Executive Secretary  
North Dakota Public Service Commission  
600 East Boulevard Avenue, 12<sup>th</sup> Floor  
Bismarck, ND 58505-0480

Re: Reciprocal Compensation Bill and Keep Amendment to the Interconnection  
Agreement between Qwest Corporation dba CenturyLink QC and XO  
Communications Services, LLC for the State of North Dakota

Dear Mr. Kahl:

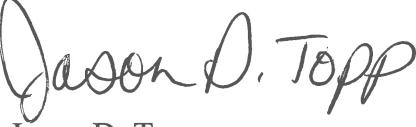
Enclosed for filing for approval by the North Dakota Public Service Commission pursuant to 47 U.S.C. § 252 and N.D. Cent. Code § 49-21-01.7 is the Reciprocal Compensation Bill and Keep Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and XO Communications Services, LLC for the State of North Dakota.

Contact information for XO Communications Services, LLC is as follows:

Gegi Leeger  
Director – Regulatory Contracts  
XO Communications Services, LLC  
13865 Sunrise Valley Drive  
Herndon, VA 20171  
(703) 547-2109  
[Gegi.Leeger@xo.com](mailto:Gegi.Leeger@xo.com)

Rex Knowles  
Vice President - Regulatory  
XO Communications Services, LLC  
7050 Union Park Center, Suite 400  
Midvale, UT 84047  
(801) 983-1504  
[Rex.Knowles@xo.com](mailto:Rex.Knowles@xo.com)

Thank you for your help with this matter. Please contact me if you have any questions or concerns.

Very truly yours,  
  
Jason D. Topp

JDT/bardm  
Enclosure

cc: Gegi Leeger (via email)  
Rex Knowles (via email)

**Reciprocal Compensation Bill and Keep Amendment  
to the Interconnection Agreement between  
Qwest Corporation dba CenturyLink QC  
and  
XO Communication Services, LLC  
for the State of North Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and XO Communication Services, 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 North Dakota which was approved by the Commission on September 11, 2008; 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.

**XO Communication Services, LLC**

*Daniel J Higgins*  
Daniel J Higgins (Jun 3, 2019)

Signature

Daniel J. Higgins

Name Printed/Typed

AVP – Carrier Management

Title

Jun 3, 2019

Date

**Qwest Corporation dba CenturyLink QC**

*Kimberly J. Povirk*

Kimberly J. Povirk (Jun 3, 2019)

Signature

Kimberly J. Povirk

Name Printed/Typed

Director – Sales Support

Title

Jun 3, 2019

Date

Exhibit A  
North Dakota

Amendment					EAS / Local Traffic Reciprocal Compensation					
					Options	Bill and Keep				
					Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile	
<b>7.0 Interconnection</b>										
<b>7.6 Exchange Service (EAS/Local) Traffic</b>										
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	Bill and Keep									
7.6.8.1	End Office Call Termination, per Minute of Use		\$0.00000					D		
7.6.8.2	Tandem Switched Transport, Tandem Switching, per Minute of Use		\$0.00000					D		
7.6.8.3	Tandem Transmission, per Minute of Use (Recurring Fixed & per Mile)									
7.6.8.3.1	Over 0 to 8 Miles		\$0.00000	\$0.00000				D	D	
7.6.8.3.2	Over 8 to 25 Miles		\$0.00000	\$0.00000				D	D	
7.6.8.3.3	Over 25 to 50 Miles		\$0.00000	\$0.00000				D	D	
7.6.8.3.4	Over 50 Miles		\$0.00000	\$0.00000				D	D	

NOTES:

D | FCC Docket No. 01-92 Effective 12-29-11