



CenturyLink™

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FPSC - COMMISSION CLERK

March 27, 2020

**VIA ELECTRONIC FILING**

Ms. Carlotta Stauffer  
Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: Approval of the Reciprocal Compensation Bill and Keep Amendment to the Interconnection Agreement by and between Embarq Florida, Inc. d/b/a CenturyLink and XO Communications Services, LLC  
Docket No. 20031002-TP

Dear Ms. Stauffer:

Please find enclosed for approval and filing the Reciprocal Compensation Bill and Keep Amendment to the Interconnection Agreement between Embarq Florida, Inc. d/b/a CenturyLink and XO Communications Services, LLC.

If you have any questions on this matter, please contact me at 984-237-1330.

Sincerely,

/s/ Jeanne W. Stockman

JWS/sc

Enclosure(s)

cc: Daniel J. Higgins, AVP (*on behalf of XO Communications*)(*via electronic mail*)

**Reciprocal Compensation Bill and Keep Amendment  
to the Interconnection Agreement between  
Embarq Florida, Inc. d/b/a CenturyLink  
and  
XO Communications Services, LLC  
for the State of Florida**

This is an Amendment (“Amendment”) to the Interconnection Agreement between Embarq Florida, Inc. d/b/a CenturyLink (fka Sprint-Florida, Inc.) (“CenturyLink”), and XO Communications Services, LLC (fka XO Communications Services, Inc. fka XO Florida, Inc.) (“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 Florida which was effective on October 17, 2003.

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 Local Traffic as set forth in Table 1, to this Amendment, attached hereto and incorporated herein by this reference. Transit language.

**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.

**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 Communications Services, LLC**

**Embarq Florida, Inc. d/b/a CenturyLink**

*Daniel J Higgins*  
Daniel J Higgins (Nov 19, 2019)

*Kimberly J. Povirk*  
Kimberly J. Povirk (Nov 19, 2019)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Daniel J. Higgins  
Name Printed/Typed

Kimberly J. Povirk  
Name Printed/Typed

AVP - Carrier Management  
Title

Director – Sales Support  
Title

Nov 19, 2019

Nov 19, 2019

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Table 1 - Rates

KEY CODES		Embarq - Florida		October 1, 2018
MRC	NRC	ICA Elements		
		Reciprocal Compensation for Local Traffic		
		Reciprocal Compensation	Bill and Keep	Common Transport for Indirect Traffic - per Minute of Use
		Local Traffic	\$0.00	
		Common Transport for Indirect Traffic - Per MOU		\$0.000814