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OFFICE OF
TELECOMMUNICATIONS

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August 28, 2014

Ms. Beth Salak
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket Number: 020517-TP – Amendment No. 1 to the Interconnection Agreement between Windstream Florida, Inc. (f/k/a Alltel Florida, Inc.) and Level 3 Communications, LLC

Dear Ms. Salak,

Enclosed for filing are one (1) copy and an original of the above-referenced Interconnection Agreement between Windstream Florida, Inc. f/k/a Alltel Florida, Inc. and Level 3 Communications, LLC.

Please note that this amendment was executed in 2004. However, neither the Florida Public Service Commission nor Windstream can find record of the original filing of this amendment. As a result, the amendment is being filed today to update the record for the interconnection agreement which is the subject of Docket No. 020517-TP.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to me in the self-addressed, stamped envelope.

Thank you for your assistance in this matter.

Sincerely,

Scott Terry
Scott Terry

Enclosures

COM
AFD
APA
ECO
ENG
GCL
IDM
TEL
CLK

**Interim Arrangement
Between
Level 3 Communications, LLC
and
ALLTEL Florida, Inc.**

Pursuant to this Interim Arrangement (“Arrangement”), Level 3 Communications, LLC (“Level 3”) and ALLTEL Florida, Inc. (“ALLTEL”) hereinafter referred collectively as the “Parties” agree to the following to be effective upon the date of the last signature executing the Arrangement.

WHEREAS ALLTEL is a local exchange carrier in the State of Florida;

WHEREAS Level 3 is a competitive local exchange carrier in the State of Florida;

WHEREAS Level 3 and ALLTEL entered into and executed an Interconnection Agreement for service in the State of Florida on April 23, 2002;

WHEREAS, Level 3 and ALLTEL wish to enter into this arrangement with respect to the provision of Local Number Portability (“LNP”);

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Upon execution of this Arrangement, Level 3 will submit its Service Provider Number Portability (SPNP) Bona Fide Request (BFR) to ALLTEL in accordance with the terms of this Arrangement. Upon receipt of Level 3’s BFR, ALLTEL will work in good faith toward providing SPNP services to Level 3 pursuant to the rates, terms and conditions incorporated herein as Attachment A. General terms and conditions not related to SPNP, including but not limited to, dispute resolution, governing law, change of law, indemnification, limitations of liability, treatment of confidential information, and assignment shall be governed by the existing Interconnection Agreement between the Parties dated as of April 22, 2002.
2. The provisions of this Arrangement shall remain in full force and effect until the Parties execute a new Interconnection Agreement containing LNP. No modification, amendment, supplement to, or waiver of the Arrangement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by an authorized representative of the Parties.

The Parties intending to be legally bound have executed this Arrangement 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.

Level 3 Communications, LLC

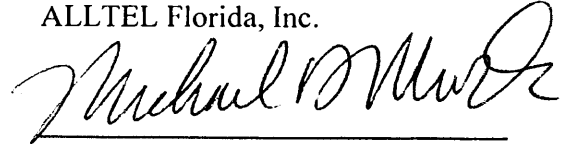

Authorized Signature

Charles P. Keesee II
Name Printed/Typed

VP - Wholesale Voice Services
Title

10/1/2004
Date

ALLTEL Florida, Inc.


Authorized Signature

Michael D. Rhoda
Name Printed/Typed

VP - Business Development
Title

10/7/04
Date

NUMBER PORTABILITY

1.0 Service Provider Number Portability (SPNP)

- 1.1 The FCC First Report and Order in CC Docket 95-116 requires “all LECs to implement a long term service provider portability solution that meets our performance criteria in the 100 large Metropolitan Statistical Areas (MSA) no later than October 1, 1997, and to complete deployment in those MSAs by December 31, 1998.” While the FCC declined “ .to choose a particular technology for providing number portability”, they did establish performance criteria for permanent number portability and aligned expectations with the statutory definition of the Telecommunication Act of 1996 ordering Service Provider Number Portability (SPNP). In a follow-up First Memorandum Opinion and Order on Reconsideration, the commission determined that the technology that meets the performance criteria is Location Routing Number (LRN). LRN is being used by the telecommunications industry to provide SPNP.

2.0 Terms, Conditions Under Which ALLTEL Will Provide SPNP

- 2.1 ALLTEL will not offer SPNP services for NXX codes 555, 976, 950.
- 2.2 Prior to commencement of any service porting or LRN query service, the Parties must have an approved interconnection agreement along with a conforming, functional network interconnection between and among involved switches and exchanges.
- 2.3 ALLTEL will only provide SPNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. SPNP applies only when a customer with an active account wishes to change local Carriers while retaining the telephone number or numbers associated with the account.
- 2.4 ALLTEL will deploy SPNP at a location within six (6) months after receipt of a Bona Fide Request from Level 3 as provided in §6.0, and subject to execution of this Arrangement by the Parties and completion of the network preparation specified herein.
- 2.6 Level 3 shall be charged a Service Order charge, pursuant to the Local Exchange Tariff, for each LSR submitted under this Attachment.
- 2.7 If Level 3 requests a coordinated cutover the charges contained in Exhibit A Price List will be applied.
- 2.8 If Level 3 cancels a conversion of an end user, Level 3 will notify ALLTEL of the cancellation by 2:00 Central Time on the day prior to the

due date requested on the LSR. If Level 3 notifies ALLTEL of a cancellation after 2:00 Central Time on the day prior to the due date requested on the LSR ("Late Notice"), Level 3 will pay the applicable time and material charge contained in Exhibit A Price List. In the event of a Late Notice, ALLTEL does not guarantee that service disruption will not occur to the end user.

- 2.9 If Level 3 cancels or makes a change to an LSR due date, the original LSR will be cancelled, Level 3 will issue a new LSR and Level 3 shall be charged an additional Service Order charge, pursuant to the Local Exchange Tariff, for each LSR submitted under this Attachment.

3.0 Obligations of Level 3

- 3.1 Each Party must offer proof of its certification with applicable regional Number Portability Administration Center (NPAC) prior to requesting SPNP from the other Party.
- 3.2 Each Party must advise the NPAC of telephone numbers that it imports and the associated data identified in industry forums as is required for SPNP.
- 3.3 After the initial deployment of SPNP in an MSA, if Level 3 wants an ALLTEL switch to become LRN capable, Level 3 must submit a Bona Fide request as provided in §6.0. ALLTEL will make requested switch LRN capable within the time frame required by the FCC.
- 3.4 Level 3 will conform to NANC guidelines and LERG administration rules in requesting ALLTEL to open an NPA-NXX for portability in an LRN capable switch.
- 3.5 Level 3 is responsible to coordinate with the local E911 and Public Services Answering Point (PSAP) coordinators to insure a seamless transfer of end user emergency services.
- 3.6 Level 3 is required to conform to industry standard Local Service Request (LSR) format and guidelines in ordering and administration of individual service/number ports.
- 3.7 A service order processing charge (Service Order Charge) will be applied to each service order issued by ALLTEL to process a request for installation, disconnection, rearrangement, changes to or record orders pursuant to this section.

4.0 Obligations of Both Parties

- 4.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original end user; the ported telephone number will be released back to the Local Service Provider owning the switch in which the telephone number's NXX is native.
- 4.2 Either Party may block default routed calls from entering the public switched network when necessary to prevent network overload, congestion, or failure.
- 4.3 The Parties will conform to industry guidelines referenced herein in preparing their networks for SPNP and in porting numbers from one network to another.
- 4.4 The Parties will perform all standard SPNP certification and intra-company testing prior to scheduling intercompany testing between the Parties' interconnected networks.
- 4.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required test. These tests will be performed during a mutually agreed time frame and must conform to industry portability testing and implementation criteria in force in the NPAC region.

5.0 Limitations of Service

- 5.1 Telephone numbers will be ported only within ALLTEL rate centers as approved by the State Commission and in compliance with 47 CFR 52.21 (q).
- 5.2 ALLTEL and Level 3 porting rate center areas must comprise identical geographic locations and have common boundaries.
- 5.3. Telephone numbers associated with ALLTEL Official Communications Services (OCS) NXXs will not be ported.
- 5.4 Telephone numbers in NXXs dedicated to choke networks will not be ported.

6.0 Service Provider Number Portability (SPNP) Bona Fide Request (BFR) Process

- 6.1 The Service Provider Number Portability (SPNP) Bona Fide Request (BFR) Process is the process for Level 3 to request that SPNP be deployed in ALLTEL exchanges that are not then capable of LRN query service.
- 6.2 LEVEL 3 may request that SPNP be deployed by ALLTEL in its switches located in the MSAs. ALLTEL will enable SPNP in the requested

switches as required by FCC rules and orders following receipt of BFR, based on the beginning dates for each MSA.

- 6.3 A BFR with respect to opening an ALLTEL switch for SPNP must be made in the form of a letter from Level 3 to:

ALLTEL
Attn: Interconnection Services
1 Allied Drive
Little Rock, AR 72202

- 6.4 The BFR must specify the following:

- 6.4.1 The MSA in which requested switch (es) are located.
- 6.4.2 ALLTEL switch (es), by CLLI codes, which are being requested to become SPNP capable.
- 6.4.3 Specific, resident NXX codes requested to open in each ALLTEL switch on the BFR.
- 6.4.4 The date when SPNP capability is requested for each ALLTEL switch on the BFR; however, the requested date must fall within the governing FCC schedules and interval guidelines. .
- 6.4.5 CLLI and NXXs of Level 3 switches serving the exchanges associated with the relevant ALLTEL switches.

Exhibit A: Price List

| | Monthly Recurring / MOU Rate | Nonrecurring Charges | |
|---|---------------------------------|----------------------|------------|
| | | Initial | Additional |
| <u>Time and Material Charges</u> | | | |
| Basic Time per half (1/2) hour | | \$20.45 | \$20.45 |
| Overtime per half (1/2) hour | | \$30.68 | \$30.68 |
| Premium Time per half (1/2) hour | | \$40.91 | \$40.91 |
| <u>Coordinated Cut-Over Charge</u> | | | |
| Basic Time per half (1/2) hour | | \$20.45 | \$20.45 |
| Overtime per half (1/2) hour | | \$30.68 | \$30.68 |
| Premium Time per half (1/2) hour | | \$40.91 | \$40.91 |