# DOCKET NO. 20180170-TP



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Mr. Cayce Hinton, Director, Office of Industry Development & Market Analysis Florida Public Service Commission 2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RE: Docket No.

Interconnection, Unbundling, Resale and Collocation Agreement - Amendment No. 7 between Level 3 Communications, LLC and Frontier Florida LLC

Dear Mr. Hinton:

Attached is Amendment No. 7 to Interconnection Agreement between Frontier Florida LLC and Level 3 Communications, LLC, dated July 1, 2017.

The original Interconnection Agreement was approved by adoptive letter between AT&T Communications of the Southern States, Inc. and Verizon ICA in a letter dated March 17, 1999. The letter was filed on April 1, 1999 and deemed effective on that date.

If you have any questions, or require additional information, please do not hesitate to contact me at 304-325-1688.

Sincerely,

s/Angela McCall

Angela McCall
Manager – Government & External Affairs

Enclosure – Amendment No. 7

### **AMENDMENT**

### TO THE

### INTERCONNECTION AGREEMENTS

This Amendment (this "Amendment"), effective as of July 1, 2017 (the "Amendment Effective Date"), amends each of the Interconnection Agreements (each, the "Agreement"; collectively, the "Interconnection Agreements") by and between each of the Frontier incumbent local exchange carrier ("ILEC") affiliates (individually and collectively "Frontier" or the "Frontier Parties") and each of the Level 3 Communications, LLC wireline competitive local exchange carrier ("CLEC") affiliates (individually and collectively Level 3 or the Level 3 Parties; Frontier and Level 3 are hereinafter referred to individually as a "Party" and collectively as the "Parties"). Exhibit B hereto lists, to the best of the Parties knowledge, the Interconnection Agreements in effect as of the Effective Date. The term "affiliates," as used in this Amendment, shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933, as amended. This Amendment only covers the services addressed herein that Frontier provides in its operating territory in the states listed in Exhibit B.

## WITNESSETH:

**WHEREAS**, Frontier and Level 3 are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), effective on the date listed in Exhibit B (the "Agreement"); and

**WHEREAS**, FCC 11-161, ("USF/ICC Transformation Order") released by the Federal Communications Commission ("FCC") on November 18, 2011, as such order may be revised, reconsidered, modified or changed in the future, orders that Reciprocal compensation rates in this Agreement will be phased down.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>Amendments to Interconnection Agreements</u>. The Interconnection Agreements are amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreements (hereinafter referred to as the "Amended Agreements") notwithstanding any other term or condition of the Amended Agreements or a Frontier Tariff.
  - 1.1 Reciprocal Compensation. As of the Amendment Effective Date, Reciprocal compensation rates in these Interconnection Agreements will be phased down as provided in the USF/ICC Transformation Order as such order may be revised, reconsidered, modified or changed in the future. For clarity, Reciprocal compensation rates are capped and subject to reductions pursuant to the FCC's Reform Timeline as outlined in paragraph 801 of FCC 11-161, or as such Reform Timeline may be revised, reconsidered, modified or changed in the future.
    - 1.1.1 The FCC Reform Timeline stepped down rates for Reciprocal Compensation Traffic routed through Frontier's tandem(s) to \$.0007. This rate will remain in effect until July 1, 2018 at which time Reciprocal Compensation Traffic will be reduced to bill and keep as

set forth in Exhibit A to this Amendment. In the event the rate exchanged with Frontier and Carrier is below \$.0007, the Parties agree to continue to exchange Reciprocal Compensation Traffic at the current rate until July 1, 2018 when the rate will drop to bill and keep.

- 1.1.2 End Office routed Reciprocal Compensation Traffic is currently at bill and keep.
- 1.2 <u>VoIP Traffic</u>. As of the Amendment Effective Date, VoIP Traffic exchanged pursuant to these Interconnection Agreements will be governed by the default provisions of USF/ICC Transformation Order. For clarity, and subject to any future revisions, reconsiderations, modifications or changes in the USF/ICC Transformation Order, interexchange VoIP-originated traffic terminated to either Party is subject to interstate access charges, and local VoIP-originated traffic terminated to either Party is subject to the reciprocal compensation provisions of the Amended Agreements. The Parties agree access charges will comply with all FCC mirroring and default phase-down requirements.
- 1.3 Notices. All notices required under the Amended Agreements for Frontier shall be sent to the contacts listed below and includes, but is not limited to, notice for legal, regulatory, billing, tax related documents, and insurance related documents:

Contract Management
Frontier Communications
7979 N. Belt Line Road, MC: S1C74
Irving, TX 75063

Email Address: contract.management@ftr.com

With a copy to:

Legal Department - Interconnection Frontier Communications 401 Merritt 7 Norwalk, CT 06851

## 2. Miscellaneous Provisions

- 2.1 Conflict Between this Amendment and the Interconnection Agreements. This Amendment shall be deemed to revise the terms and conditions of the Interconnection Agreements to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of any of the Interconnection Agreements, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in an Interconnection Agreement, or in an Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
- 2.2 <u>Capitalization</u>. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 2.3 <u>Counterparts</u>. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

- 2.4 <u>Captions</u>. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 2.5 Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreements only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Interconnection Agreements shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.
- 2.6 <u>Joint Work Product</u>. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Frontier and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 2.7 <u>Amendments</u>. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 <u>Waivers</u>. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

[SIGNATURE PAGE FOLLOWS]

# SIGNATURE PAGE

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

THE LEVEL 3 PARTIES	THE FRONTIER PARTIES		
By: Ally 2	By: MC CD - C		
Printed: Gary Black	Printed: Michael Daniel		
Title: VP Carrier Relations	Title: SVP, Carrier Services		
Date: 9/27/17	Date: 10-4-17		
1 1			

## **EXHIBIT A**

# INTERCARRIER COMPENSATION REFORM RATE REDUCTIONS

EFFECTIVE DATE	FRONTIER TANDEM ROUTED	FRONTIER END OFFICE ROUTED
7/1/2017	\$0.0007	Bill and Keep
7/1/2018	Bill and Keep	Bill and Keep

# EXHIBIT B INTERCONNECTION AGREEMENTS

Frontier Legal Entity	Level 3 Legal Entity	State	Agreement Effective Date	Amendment No.
Frontier	Level 3	OR	2/01/2001	3
Communications	Communications,			
Northwest Inc.	LLC			
Frontier	Level 3	WA	4/16/1999	5
Communications	Communications,			
Northwest Inc.	LLC			
Frontier	Level 3	ID	4/12/2002	3
Communications	Communications,			
Northwest Inc.	LLC		211112221	
Frontier	Level 3	NC	2/14/2001	3
Communications	Communications,			
of the Carolinas	LLC			
LLC Frontier	Level 3	SC	4/40/2002	3
Communications	Communications,	SC	4/10/2002	3
of the Carolinas	LLC			
LLC	LLC			
Frontier	Level 3	IL	4/10/2002	3
Communications	Communications,	112	4/10/2002	
of the Carolinas	LLC			
LLC and Frontier				
North Inc.				
Frontier North	Level 3	MI	4/01/2002	3
Inc. and Frontier	Communications,			
Midstates Inc.	LLC			
Frontier North	Level 3	WI	4/12/2002	3
Inc.	Communications,			
	LLC			
Frontier North	Level 3	ОН	5/15/2002	3
Inc.	Communications,			
	LLC			
Frontier North	Level 3	IN	10/31/2002	3
Inc. and Frontier	Communications,			
Midstates Inc.	LLC			
Frontier West	Level 3	WV	4/10/2002	2
Virginia Inc.	Communications,			
- "	LLC		0/00/4000	_
Frontier	Level 3	CA	3/30/1999	7
Communications	Communications,			
of the Southwest Inc.	LLC			
Frontier	Level 3	NV	10/08/2007	1
Communications	Communications,	INV	10/00/2007	
of the Southwest	LLC			
Inc.				
Frontier	Level 3	AZ	10/08/2007	1
Communications	Communications,	/ 1/_	13/33/2007	'
of the Southwest	LLC			
Inc.				
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The Southern New England Telephone Company d/b/a Frontier Communications	Level 3 Communications, LLC	СТ	2/22/2005	1
Frontier Southwest Incorporated	Level 3 Communications, LLC	TX	3/29/1999	7
Frontier California Inc.	Level 3 Communications, LLC	CA	3/30/1999	9
Frontier Florida LLC	Level 3 Communications, LLC	FL	4/1/1999	7
Frontier California Inc.	Level 3 Telecom of California, LP	CA	9/23/1999	8
Frontier Southwest Incorporated	Level 3 Telecom of Texas, LLC	TX	9/17/1999	5
Frontier Florida LLC	Level 3 Telecom of Florida, LP	FL	9/27/2000	3