

**CenturyLink™**

**Jason D. Topp**  
Assistant General Counsel  
(651) 312-5364

April 22, 2019

Patricia Van Gerpen, Executive Director  
South Dakota Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 57501

Re: Cageless Collocation Bay Procurement and Exhibit A Update Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Level 3 Communications, LLC for the State of South Dakota

Dear Ms. Van Gerpen:

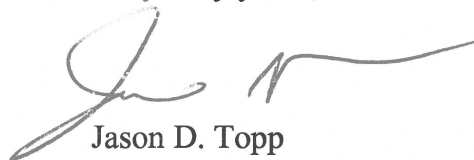
Enclosed for filing for approval by the South Dakota Public Utilities Commission pursuant to 47 U.S.C. § 252 is the Cageless Collocation Bay Procurement and Exhibit A Update Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Level 3 Communications, LLC for the State of South Dakota.

Contact information for Level 3 Communications, LLC is as follows:

Gary R. Black  
Level 3 Communications, LLC  
1025 Eldorado Boulevard  
Broomfield, CO 80021  
[gary.blackjr@centurylink.com](mailto:gary.blackjr@centurylink.com)

Please contact me if you have any questions or concerns. Thank you.

Very truly yours,



Jason D. Topp

JDT/bardm

Enclosure

cc: Gary R. Black (via email)

200 South 5<sup>th</sup> Street, Room 2200  
Minneapolis, MN 55402

[www.centurylink.com](http://www.centurylink.com)

**Cageless Collocation Bay Procurement and Exhibit A Update Amendment  
to the Interconnection Agreement between  
Qwest Corporation dba CenturyLink QC and  
Level 3 Communications, LLC  
for the State of South Dakota**

This is an Amendment (“Amendment”) to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC (“CenturyLink”), a Colorado corporation, and Level 3 Communications, LLC (“CLEC”). CenturyLink and CLEC shall be known jointly as the “Parties”.

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement (“Agreement”) which was approved by the Commission; and

WHEREAS, the Parties discovered a scrivener’s error in the numbering of the Exhibit A rate sheet; and

WHEREAS, the Parties wish 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 to correct the numbering of Exhibit A Section 8.3 to Cageless Physical Collocation and Section 8.4 to Caged Physical Collocation. The attached corrected Exhibit A supersedes and replaces Sections 8.3 and 8.4 of the current Exhibit A, with all other portions of the current Exhibit A remaining unchanged.

The Agreement is hereby further amended by adding terms, conditions and rates for Cageless Collocation Bay Procurement as set forth in Attachment 1 and 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; 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. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, CenturyLink shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as CenturyLink implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

**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.

**Level 3 Communications, LLC**

**Qwest Corporation dba CenturyLink QC**

Gary R Black, Jr.  
Gary R Black, Jr. (Mar 19, 2019)

Kimbelry J. Povirk  
Kimbelry J. Povirk (Mar 19, 2019)

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Signature

\_\_\_\_\_  
Signature

Gary Black  
\_\_\_\_\_  
Name Printed/Typed

Kimberly J. Povirk  
\_\_\_\_\_  
Name Printed/Typed

VP Carrier Relations  
\_\_\_\_\_  
Title

Director Sales Support  
\_\_\_\_\_  
Title

Mar 19, 2019  
\_\_\_\_\_  
Date

Mar 19, 2019  
\_\_\_\_\_  
Date