
Josie G. Addington

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April 13, 2021

Via UPS

Ms. Trisha Osborne
Assistant Commission Secretary
Public Utilities Commission of Nevada
1150 East William Street
Carson City, Nevada 89701-3109

**Re: Routing of Traffic Through a Third Party Transit Provider
Amendment to the CMRS Agreement for the State of Nevada
Pursuant to Section 252 of the Telecommunications Act of 1996.**


Dear Ms. Osborne:

Enclosed for filing is a Joint Petition for approval of the Routing of Traffic Through a Third Party transit Provider Amendment to the Commercial Mobile Radio Services Agreement for the State of Nevada pursuant to Section 252 of the Telecommunications Act of 1996 between Central Telephone Company dba CenturyLink and DISH Wireless L.L.C. for the Commission's approval pursuant to Section 252(e) of the Telecommunications Act of 1996.

Also enclosed is a Draft Notice, pursuant to NAC 703.162, which is not required to be published in the newspaper per NRS 704.6877; and a check in the amount of \$200 is also enclosed to cover the filing fee.

If you have any questions, please contact me at (206) 806-7339. Thank you for your assistance.

Sincerely,



Josie G. Addington
Legal Assistant

Enclosure(s)

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

IN RE JOINT PETITION OF CENTRAL
TELEPHONE COMPANY D/B/A CENTURYLINK
AND DISH WIRELESS L.L.C. FOR APPROVAL
OF THE AMENDMENT TO COMMERCIAL
MOBILE RADIO SERVICES AGREEMENT FOR
THE STATE OF NEVADA PURSUANT TO
SECTION 252 OF THE TELECOMMUNICATIONS
ACT OF 1996.

DOCKET No.: _____

**JOINT PETITION FOR APPROVAL OF THE AMENDMENT FOR THE STATE OF NEVADA UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

Central Telephone Company d/b/a CenturyLink and DISH Wireless L.L.C. (collectively referred to as the "Parties"), hereby petition the Public Utilities Commission (the "Commission") for approval of the Routing of Traffic Through a Third party Transit Provider Amendment to the Commercial Mobile Radio Services Agreement between Central Telephone Company dba CenturyLink and DISH Wireless L.L. C. for the State of Nevada, attached hereto as Attachment A (the "Amendment").

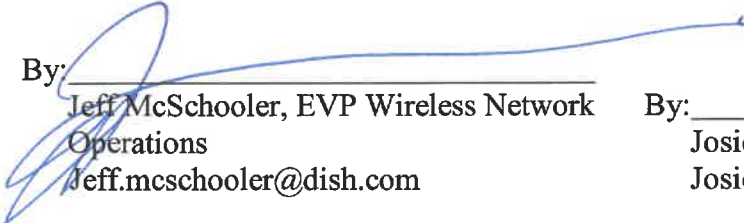
The Parties submit the Amendment for approval in accordance with the terms of Section 252(e) of the Telecommunications Act of 1996 (the "Act"). The Parties request that the Commission approve the Amendment in accordance with the requirements of Section 252(e) of the Act by determining that the grounds for rejection of such Amendment set forth in Section 252(e)(2)(A)(i) and 252(e)(2)(A)(ii) of the Act are not applicable to the Amendment. With respect to 252(e)(2) of the Act, the Parties assert that the Amendment does not discriminate against any telecommunications carrier not a party to the Amendment. The implementation of the Amendment is consistent with the public interest, convenience, and necessity. The Amendment does not violate any requirement of the Commission.


The Parties respectfully request that the Commission expeditiously approve the Amendment consistent with the intent of the Act.

Dated this 8th day of April, 2021.

DISH WIRELESS L.L.C.

**CENTRAL TELEPHONE COMPANY DBA
CENTURYLINK**

By: 
Jeff McSchooler, EVP Wireless Network
Operations
Jeff.mcschooler@dish.com

By: 
Josie
Josie.addington@lumen.com

ATTACHMENT A

**Routing of Traffic Through a Third Party Transit Provider Amendment
to the Commercial Mobile Radio Services Agreement between
Central Telephone Company d/b/a CenturyLink
and
DISH Wireless L.L.C.
for the State of Nevada**

This Amendment (“Amendment”) is to the Commercial Mobile Radio Services Agreement between Central Telephone Company d/b/a CenturyLink (“CenturyLink”), and DISH Wireless L.L.C. (“Carrier”), collectively referred to as, the “Parties.”.

RECITALS

WHEREAS, CenturyLink and Carrier entered into a Commercial Mobile Radio Services Agreement (“Agreement”), as subsequently amended by the Parties for service in the State of Nevada, which states that terminating compensation for IntraMTA traffic is treated on a “bill and keep” basis, pursuant to the terms of the Agreement that was approved by the Commission; and

WHEREAS, Carrier has requested the ability to allow a third party to transit traffic between Carrier and CenturyLink, subject to limitations and requirements of the Local Exchange Routing Guide (“LERG”) and other applicable requirements, including but not limited to the Agreement; and

WHEREAS, the Parties wish to amend the Agreement 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 purpose of this Amendment is to provide the conditions under which the Parties may use a Third Party Transit Provider to exchange traffic between their networks (see Attachment 1). This amendment complies with the Agreement that requires an amendment prior to such an exchange.

For purposes of Section 12.1 of the Agreement, where the Carrier is the recipient, Carrier may disclose such information as necessary to Carrier’s authorized representative when Carrier provides a letter of authority to CenturyLink.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties 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. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

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.

DISH Wireless L.L.C.

Central Telephone Company d/b/a CenturyLink


Jeff McSchooler (Feb 11, 2021 12:13 MST)

Signature

Jeff McSchooler

Name Printed/Typed

EVP, Wireless Network Operations

Title

Feb 11, 2021

Date


Kimberly J. Povirk (Feb 11, 2021 13:27 CST)

Signature

Kimberly J. Povirk

Name Printed/Typed

Sr. Dir. Bus. Ops Wholesale Sales

Title

Feb 11, 2021

Date

ATTACHMENT 1

Routing of Traffic Through a Third Party Transit Provider Amendment

ARTICLE I. DEFINITIONS

1. DEFINITIONS

“InterMTA Traffic” for purposes of intercarrier compensation under this Agreement, InterMTA Traffic means telecommunications traffic between CenturyLink and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area but terminates in a different Major Trading Area. For purposes of determining whether traffic originates and terminates in different MTAs, and therefore whether the traffic is InterMTA, the location of the landline end user and the location of the cell site that serves the mobile end user at the beginning of the call may be used.

“Local Traffic (IntraMTA)” means, for purposes of reciprocal compensation under this Agreement, telecommunications traffic between CenturyLink and Carrier that, at the beginning of the call, originates and terminates within the same MTA, as defined in 47 CFR §24.202 and that is Non-Access Telecommunications Traffic as set forth in 47 CFR §51.701(b) that is originated or terminated as wireless traffic by Carrier’s end user. This shall not affect CenturyLink’s landline calling scope or other interexchange arrangements which shall be determined in accordance with Commission-approved local calling areas.

“Transit Traffic” means traffic that is originated by Carrier, transited through CenturyLink, and terminated to a third party Telecommunications Carrier’s network, or originated on a third party Telecommunications Carrier’s network, transited through CenturyLink, and terminated on Carrier’s network.

1. Carrier may designate a Third Party Transit Provider or more than one Third Party Transit Providers to exchange InterMTA and IntraMTA traffic between the Parties’ networks under the following conditions:

1.1 Prior to the use of each Third Party Transit Provider to exchange traffic between the Parties, Carrier will identify the transiting party (“Third Party Transit Provider”), and CenturyLink will confirm that the Third Party Transit Provider Amendment to the Third Party Transit Provider’s current interconnection agreement with CenturyLink has been completed.

1.2 Prior to the use of a Third Party Transit Provider(s) to exchange traffic between the Parties and after the effective date of the amendment required in Section 1.1. Carrier must designate its NPA-NXX codes in the LERG as homing to each Third Party Transit Provider’s Tandem Switch in the LATA or a Third Party Transit Provider’s Tandem designation in the LERG for homing of local and/or intraLATA codes within the LATA. Neither CenturyLink nor Carrier will route through a Third Party Transit Provider’s Tandem Switch until and unless this designation is made. CenturyLink may route its originating or transit traffic bound for the NPA-NXX(s) designated under this Section to the Third Party Transit Provider’s Tandem Switch or may choose to route traffic directly to the Carrier’s end office. After the Parties have established Direct Interconnection between their networks, neither Party may continue to transmit its originated InterMTA, IntraMTA and transit traffic indirectly.

1.3 Each Party that originates the traffic is responsible for payment of any

charges incurred and/or billed by a Third Party Transit Provider, for transit, transport and/or termination compensation arrangements that may or may not be contained in separate agreements with CenturyLink or Carrier. This applies for each Party's originated traffic but not limited to traffic that transits the network of the other Party or the Third Party Transit Provider. For traffic terminating to CenturyLink or Carrier, the bill and keep provisions of the Agreement will govern any compensation between CenturyLink and Carrier. Carrier represents and warrants that it has an agreement with each Third Party Transit Provider that complies with the requirements of this Section 1.3. Each Third Party Transit Provider will be responsible for all MOU with Carrier in both directions in the calculation of the Third Party Transit Provider's allocation of shared costs for transport.

1.4 No other traffic shall be exchanged pursuant to the provisions of Section 1 and its subsections.

1.5 Carrier will pass unaltered to the Third Party Transit Provider(s) all signaling information (e.g., originating Calling Party Number and destination called party number, etc.) per 47 C.F.R. § 64.1601 and industry standards.

1.6 This Section 1 and accompanying sub-sections do not otherwise modify or supersede the terms and conditions of any agreement that Carrier may have with CenturyLink, including tariffs, interconnection and/or access agreements.

1.7 Carrier will be responsible to provide originating records, in EMI Category 11-01-XX format to CenturyLink, if a Third Party Transit Provider is unable to provide transit records.

**PUBLIC UTILITIES COMMISSION OF NEVADA
DRAFT NOTICE**

(Per NRS 704.6877, this notice is not required to be published in the newspaper)

Pursuant to Nevada Administrative Code (“NAC”) 703.162, the Commission requires that a draft notice be included with all applications, tariff filings, complaints and petitions. Please complete and include **ONE COPY** of this form with your filing. (Completion of this form may require the use of more than one page.)

A title that generally describes the relief requested (see NAC 703.160(4)(a)):

Joint Petition for approval of the Routing of Traffic Through a Third Party Transit Provider Amendment to the Commercial Mobile Radio Services Agreement between Central Telephone Company d/b/a CenturyLink and DISH Wireless L.L.C. for the State of Nevada under Sections 251 and 252 of the Telecommunications Act of 1996.

The name of the applicant, complainant, petitioner or the name of the agent for the applicant, complainant or petitioner (see NAC 703.160(4)(b)):

Central Telephone Company d/b/a CenturyLink and DISH Wireless L.L.C.

A brief description of the purpose of the filing or proceeding, including, without limitation, a clear and concise introductory statement that summarizes the relief requested or the type of proceeding scheduled AND the effect of the relief or proceeding upon consumers (see NAC 703.160(4)(c)):

Central Telephone Company d/b/a CenturyLink and DISH Wireless L.L.C. submit the Routing of Traffic Through a Third Party Transit Provider Amendment to the Commercial Mobile Radio Services Agreement for approval in accordance with the terms of Section 252(e) of the Telecommunications Act of 1996 (the “Act”). The implementation of the Amendment to the Commercial Mobile Radio Services Agreement is consistent with the public interest, convenience, and necessity. The Amendment to the Commercial Mobile Radio Services Agreement does not violate any requirement of the Commission.

A statement indicating whether a consumer session is required to be held pursuant to Nevada Revised Statute (“NRS”) 704.069(1)¹:

No consumer session is required to be held.

If the draft notice pertains to a tariff filing, please include the tariff number AND the section number(s) or schedule number(s) being revised.

Not applicable.

¹ NRS 704.069 states in pertinent part:

1. The Commission shall conduct a consumer session to solicit comments from the public in any matter pending before the Commission pursuant to NRS 704.061 to 704.110 inclusive, in which:

(a) A public utility has filed a general rate application, an application to recover the increased cost of purchased fuel, purchased power, or natural gas purchased for resale or an application to clear its deferred accounts; and

(b) The changes proposed in the application will result in an increase in annual gross operating revenue, as certified by the applicant, in an amount that will exceed \$50,000 or 10 percent of the applicant’s annual gross operating revenue, whichever is less.

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of this Certificate of Service for the *Joint Petition for Approval of the Routing of Traffic Through a Third party Transit Provider Amendment of the Commercial Radio Services Agreement* for the State of Nevada under Section 252 of the Telecommunications Act of 1996, between Central Telephone Company dba CenturyLink and DISH Wireless L.L.C. upon all parties:

Ms. Trisha Osborne
Assistant Commission Secretary
Public Utilities Commission of Nevada
9075 West Diablo Drive, Suite 250
Las Vegas, Nevada 89148

Via UPS Overnight Delivery

Jeff McSchooler, EVP, Wireless Network
Operations
Jeff.mcschooler@dish.com

Via Email

Eric Witkoski
Bureau of Consumer Protection
555 E. Washington Street, Suite 3900
Las Vegas, Nevada 89101
bcpserv@ag.nv.gov

Via Email

DOCUMENT AVAILABLE NOTICE

I hereby certify that I have served the *Document Available Notice* by electronic transmission (email) to the list established pursuant to NAC 703.296:

David Collier
Randy Brown
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645 East Plumb, Room B132
Reno, Nevada 89520
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Randy.brown@att.com

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AT&T Nevada
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Public Utilities Commission of Nevada
Pucn.sc@puc.nv.gov

Teri Ohta
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Bellevue, Washington 98006
Teri.ohta@t-mobile.com

I hereby certify that the foregoing documents are being made available for inspection at the following websites:

<http://puc.nv.gov/>; and

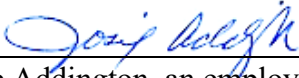
http://www.centurylink.com/wholesale/clec_nv.html.

The foregoing documents are available in electronic format or paper format by sending a request to:

Paper: Josie Addington, Legal Assistant
Lumen
1600 7th Avenue, Room 1506
Seattle, WA 98191

Electronic: Josie.addington@lumen.com

Dated this 13th day of April, 2021.



Josie Addington, an employee of Lumen
Technologies, Inc.