



CenturyLink™

KSOPKJ0702  
5454 West 110th Street  
Overland Park, KS 66211

[linda.gardner@centurylink.com](mailto:linda.gardner@centurylink.com)  
913-345-6193

May 3, 2011

**FILED**

**MAY 10 2011**

Missouri Public Service Commission  
Governor Office Building  
200 Madison  
P.O. Box 360  
Jefferson City, MO 65102-0360

**Missouri Public  
Service Commission**

Re: Interconnection and Reciprocal Compensation Agreement by and between  
Telecom North America Mobile, Inc. and CenturyTel of Missouri, LLC d/b/a  
CenturyLink

Dear Secretary:

CenturyTel of Missouri, LLC. d/b/a CenturyLink ("CenturyLink") submits this adoption notice for approval of an Interconnection and Reciprocal Compensation Agreement between Telecom North America Mobile, Inc. ("CLEC") and CenturyLink pursuant to the provisions found in 4 CSR 240-3.513(4)(A).

This agreement, to be adopted by CLEC in its entirety, is the same agreement previously approved by the Commission in Case No. TK-2004-0499, In the Matter of the Application of CenturyTel of Missouri, LLC for approval of its Interconnection and Reciprocal Compensation Agreement with WWC License LLC under 47 USC 252, Order issued May 11, 2004; effective May 21, 2004.

If you have any questions or concerns, please contact us.

Respectfully,

Linda Gardner Bar No. 32224  
5454 West 110<sup>th</sup> Street  
Mailstop: KSOPKJ0401  
Overland Park, KS 66211  
Phone: 913-345-6193  
Email: [linda.gardner@centurylink.com](mailto:linda.gardner@centurylink.com)

Enclosure



CenturyLink™

**INTERCONNECTION AND RECIPROCAL  
COMPENSATION AGREEMENT  
FOR THE STATE OF MISSOURI**

**BETWEEN**

**TELECOM NORTH AMERICA MOBILE, INC.**

**AND**

**CENTURYTEL OF MISSOURI, LLC  
D/B/A CENTURYLINK**

## INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT

This Interconnection and Reciprocal Compensation Agreement ("Agreement") is entered into by and between Telecom North America Mobile, Inc. ("CMRS"), and CenturyTel of Missouri, LLC (d/b/a "CenturyLink"), which are collectively referred to herein as "the Parties", to establish the rates, terms and conditions for local interconnection and the exchange of Local traffic for the state of Missouri.

**NOW THEREFORE**, the Parties agree as follows:

### 1. ADOPTED AGREEMENT

- 1.1 This Agreement between the Parties shall consist of the Interconnection and Reciprocal Compensation Agreement for the state of Missouri entered into by and between WWC License LLC, and CenturyTel of Missouri, LLC, dated February 1, 2004, as filed with the Missouri Public Service Commission ("Adopted Agreement").
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement.
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Adopted Agreement and this Agreement, this Agreement will control.
- 1.4 This Agreement shall supersede and replace in full any and all prior agreements, written and oral, between CMRS and CenturyLink pertaining to the subject matter hereof, applicable to the state of Missouri.

### 2. PARTIES

For the purposes of this Agreement, CMRS is hereby substituted in the Adopted Agreement for WWC License LLC; and CenturyLink shall remain as the other Party to the Adopted Agreement.

### 3. PROVISIONS

- 3.1 The Terms of the Interconnection and Reciprocal Compensation Agreement are being adopted by CMRS pursuant to its statutory rights under Section 252(i). CenturyLink does not provide these Terms to CMRS as either a voluntary or negotiated agreement. The filing and performance by CenturyLink of the Terms does not in any way constitute a waiver by CenturyLink of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyLink of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of CMRS's 252(i) election.
- 3.2 The Terms shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.
- 3.3 CenturyLink reserves the right to deny to CMRS any obligation under or application of the adopted Terms, in whole or in part, at any time:
  - (a) when the costs of providing the Terms to CMRS are greater than the costs of providing it to the original signatory carrier;
  - (b) if the provision of the Terms to CMRS are not technically feasible; and/or to the extent CMRS already has an existing interconnection agreement (or existing 252(i) adoption) with CenturyLink and the Terms were approved before the date of approval of the existing interconnection agreement (or the effective date of the

existing 252(i) adoption).

- 3.4 Should any such condition occur, CenturyLink will notify CMRS in writing and CenturyLink and CMRS agree to work towards any mutually agreeable alternative or resolution.
- 3.5 Should CMRS attempt to apply the adopted Terms in a manner that conflicts with the provisions set forth herein, CenturyLink reserves its rights to seek appropriate legal and/or equitable relief.

**4. EFFECTIVE DATE AND TERM**

- 4.1 This Agreement will be effective only upon execution by both Parties unless prior Commission approval is required, in which case this Agreement shall be effective upon Commission approval; except that the initiation of a new account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for 60 days to accommodate required initial processes. Unless delayed by Commission action, the "Effective Date" of this Agreement for all purposes will be the latest date reflected by the signing Parties.
- 4.2 This Agreement shall be effective to and through July 1, 2011 and, unless cancelled or terminated earlier in accordance with the terms hereof. If neither Party elects to terminate this Agreement as of the date of termination of the Term, this Agreement shall continue in force and effect on a month-to-month basis (each one-month period constituting a "Follow-on Term") unless and until cancelled or terminated as provided in this Agreement.

**5. NOTICES**

Except as otherwise provided, all notices and communication hereunder will be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, and addressed as follows:

If to CMRS:

Jean Gottschalk- President  
TELNA  
2654 W. Horizon Ridge Pkwy  
Suite B5-143  
Henderson, NV 89052

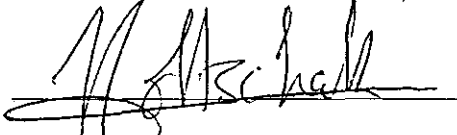
If to CenturyLink:

Director – Contract Management  
CenturyLink  
KSOPKJ0201-2076  
5454 W. 110th Street  
Overland Park, KS 66211

IN WITNESS WHEREOF, CMRS and CenturyLink have caused this Agreement to be executed by their respective duly authorized representatives.

Telecom North America Mobile, Inc.

By:



Name :

Jean Gottschalk

Title:

President

Date:

3/28/2011

CenturyLink

By:



Name:

Michael R. Hunsucker

Title:

Director - Contract Management

Date:

4-4-11