

April 22, 2016

Mr. Daniel P. Wolf  
Executive Secretary  
Minnesota Public Utilities Commission  
121 7th Place East, Suite 350  
St. Paul, MN 55101

Re: In the Matter of the Joint Application for Approval of the Jurisdiction  
Amendment between Federated Telephone Cooperative and Embarq  
Minnesota, Inc. d/b/a CenturyLink

Dear Mr. Wolf:

Enclosed for filing is the above-referenced amendment to the interconnection agreement. The original interconnection agreement is pending before the Minnesota Public Utilities Commission. This amendment incorporates certain terms and conditions for clarification of Governing Law and Dispute Resolution.

If you have any questions or require additional information, please do not hesitate to contact me. Thank you for your consideration.

Very truly yours,

/s/ Jason D. Topp

Jason D. Topp

JDT/bardm

Enclosures

cc: Service List

**STATE OF MINNESOTA  
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION**

Beverly Jones Heydinger	Chair
Nancy Lange	Commissioner
Dan Lipschultz	Commissioner
Matt Schuerger	Commissioner
John Tuma	Commissioner

Re: In the Matter of the Joint Application for Approval of the Jurisdiction  
Amendment between Federated Telephone Cooperative and Embarq  
Minnesota, Inc. d/b/a CenturyLink

AFFIDAVIT OF SERVICE

STATE OF MINNESOTA )  
  ) ss  
COUNTY OF HENNEPIN )

Dianne Barthel, being first duly sworn, deposes and says:

That on the 22nd day of April, 2016, at the City of Minneapolis, State of Minnesota,  
she served the annexed filing on the parties on the attached service list as follows:

\_\_\_\_\_ by depositing in the United States Mail at the City of Minneapolis,  
State of Minnesota, a true and correct copy thereof, properly enveloped  
with postage prepaid.

  X   Electronically.

/s/ Dianne Barthel  
Dianne Barthel

Subscribed and sworn to before me  
this 22nd day of April, 2016.

/s/ LeAnn M. Cammarata  
Notary Public

My Commission Expires Jan 31, 2020

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Kevin	Beyer	mnpucnotices@fedtel.net	Federated Telephone Cooperative	405 2nd Street East PO Box 156 Chokio, MN 56221	Electronic Service	No	GEN_SL_Embarq Minnesota, Inc. dba CenturyLink_CenturyLink- Federated ICA
Linda	Chavez	linda.chavez@state.mn.us	Department of Commerce	85 7th Place E Ste 500  Saint Paul, MN 55101-2198	Electronic Service	No	GEN_SL_Embarq Minnesota, Inc. dba CenturyLink_CenturyLink- Federated ICA
Jeffrey T.	Nodland	JEFF.NODLAND@CENTURYLINK.COM	CenturyLink	1801 California St FL 10  Denver, CO 80202	Electronic Service	No	GEN_SL_Embarq Minnesota, Inc. dba CenturyLink_CenturyLink- Federated ICA
Jason	Topp	jason.topp@centurylink.com	CenturyLink	200 S 5th St Ste 2200  Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Embarq Minnesota, Inc. dba CenturyLink_CenturyLink- Federated ICA
Daniel P	Wolf	dan.wolf@state.mn.us	Public Utilities Commission	121 7th Place East Suite 350 St. Paul, MN 551012147	Electronic Service	No	GEN_SL_Embarq Minnesota, Inc. dba CenturyLink_CenturyLink- Federated ICA

**Jurisdiction Amendment  
to the Interconnection Agreement between  
Embarq Minnesota, Inc. d/b/a CenturyLink  
and  
Federated Telephone Cooperative  
for the State of Minnesota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Embarq Minnesota, Inc. d/b/a CenturyLink ("CenturyLink"), a Minnesota corporation, and Federated Telephone Cooperative ("CLEC"). CenturyLink and CLEC shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the state of Minnesota which was fully executed by the parties on April 11, 2016; and

WHEREAS, the Parties desire 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 by adding terms and conditions for clarification of Governing Law and Dispute Resolution as set forth in Attachment 1, to this Amendment, attached hereto and incorporated

**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.

**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.

**Federated Telephone Cooperative**

*Kevin Beyer*  
\_\_\_\_\_  
Signature

**Kevin Beyer**  
\_\_\_\_\_  
Name Printed/Typed

**General Manager**  
\_\_\_\_\_  
Title

4/12/2016  
\_\_\_\_\_  
Date

**Embarras Minnesota, Inc. d/b/a CenturyLink**

*Diane Roth*  
\_\_\_\_\_  
Signature

**Diane Roth**  
\_\_\_\_\_  
Name Printed/Typed

**Director – Wholesale Contracts**  
\_\_\_\_\_  
Title

4/19/2016  
\_\_\_\_\_  
Date

**ATTACHMENT 1**

**NOTE: The following language hereby replaces the existing language, in the adopted Agreement, in its entirety:**

**17. Governing Law**

Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the Act, applicable federal and (to the extent not inconsistent therewith) domestic laws of the State where the services are being provided, and shall be subject to the exclusive jurisdiction of the State or of the federal courts of Minnesota. In all cases, choice of law shall be determined without regard to a local State's conflicts of law provisions.

**24. DISPUTE RESOLUTION**

24.5 If the Parties are unable to resolve the dispute within sixty (60) Days after delivery of the initial notice of the dispute, then either Party may file a petition or complaint with the Federal Communications Commission or the state Public Utilities Commission where the action falls within those jurisdictions

24.5.1 Any action not within the jurisdiction of the Federal Communications Commission or the state Public Utilities Commission will be brought in either a federal or state court in the State in which this Agreement has been filed with a public utility commission, or in a forum to which both parties have agreed. The Parties agree that such courts have personal jurisdiction over them. The agreement shall not prohibit either party from litigating, including appealing, any dispute before the Minnesota Commission or before a state or federal court located in Minnesota.

24.5.2 The petition or complaint shall include a statement that both Parties have agreed (by virtue of this stipulation) to request an expedited resolution within sixty (60) Days from the date on which the petition or complaint was filed, or within such shorter time as may be appropriate for any Service Affecting dispute.

---

24.9 The Parties agree to give notice to the Commission of any law suits, or other proceeding that involve or arise under the Agreement to ensure that the Commission has the opportunity to seek to intervene in the proceeding on behalf of the public interest. Any final or binding order resulting for a dispute resolved under the procedures of section 16.2.4.1 may be entered in any court having jurisdiction thereof. The Parties shall submit a copy of each such order to the Commission, the Department Commerce, and the Office of Attorney General, Anti-Trust and Utilities Division (OAG-AUD) for the purpose of determining any filing and or review obligation under federal or state law.