



March 13, 2013

Ms. Sandra J. Paske
Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, Wisconsin 53707-7854

RE: Request to Approve First Amendment to TDS Metrocom, LLC and Sprint Spectrum, L.P.
Interconnection and Reciprocal Compensation Agreement, Pursuant to 47 U.S.C. Section 252(e)

TDS Metrocom, LLC (TDSM) hereby requests approval of the First Amendment to the Interconnection and Reciprocal Compensation Agreement between TDSM and Sprint Spectrum, L.P. (Sprint) pursuant to 47 U.S.C. s. 252(e). The Amendment updates the Agreement to comply with new rules for Inter-carrier Compensation enacted by the FCC in its November 18, 2011 Order. The original agreement was approved in Docket 5-TI-1342 on 8/1/2005.

I have been authorized by Sprint to submit this Agreement for Commission approval, pursuant to 47 U.S.C. s. 252(e). I hereby certify that a copy of this filing has been served by email on March 13, 2013 on:

Kevin C. Arburn
Sprint Nextel
Mailstop - KSOPHE0102-1D360
6360 Sprint Parkway
Overland Park, KS 66251
kevin.c.arburn@sprint.com

If you have any questions in regard to this agreement, please contact Jeni White of TDS at 865-671-4522.

Respectfully Submitted,

/s/ Jean M. Pauk

Jean M. Pauk
State Government Affairs Manager

Attachment

cc: Jeni White – TDS
Kevin Arburn – Sprint
Ken Barth - PSCW

First Amendment to Interconnection and Reciprocal Compensation Agreement

This is an Amendment (“Amendment”) to the Interconnection and Reciprocal Compensation Agreement between TDS Metrocom, LLC and Sprint Spectrum L.P, further referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS the Parties or their predecessors in interest, previously entered into an Interconnection Agreement (the “Agreement”) pursuant to 47 U.S.C. 251/252 effective November 4, 2003.

WHEREAS on November 18, 2011, the Federal Communications Corporation (“FCC”) released a Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161, which included enacting new rules for Intercarrier Compensation for Wireless Traffic (“*USF/ICC Transformation Order*”). A subsequent Order on Reconsideration was released December 23, 2011 modifying two aspects of the *USF/ICC Transformation Order*.

WHEREAS the rules outlined in the *USF/ICC Transformation Order* constitute a change of law.

WHEREAS, 47 C.F.R. § 20.11 and § 51.700 - § 51.715 have been amended to provide that intercarrier compensation for non-access traffic exchanged between LECs and CMRS providers will be subject to a default bill-and-keep methodology for traffic exchanged on and after July 1, 2012.

NOW THEREFORE, in consideration of the covenants and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

AMENDMENT TO THE AGREEMENT

1. Recitals

1.1 The foregoing recitals are incorporated herein by reference.

¹See *In the Matter of Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up Universal Service Reform – Mobility Fund*, WC Docket No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT Docket No. 10-208, Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161 (rel. Nov. 18, 2011) (*USF/ICC Transformation Order*).

2. Effective Date

- 2.1 This Amendment to the Interconnection Agreement shall be effective as of date signed by both Parties or on the 1st day of July, 2012 (“Effective Date”), whichever date occurs first.

3. Amendment

- 3.1 Notwithstanding any other provision of the Agreement, the following provisions shall apply to and be a part of the Agreement:

3.1.1 ATTACHMENT I, Terminating Reciprocal Compensation Rates shall be replaced in its entirety with ATTACHMENT I.A attached hereto and made a part of this Amendment.

3.1.2 The following definitions will be incorporated into Section 1.
DEFINITIONS:

1.20 “Intermediary Traffic” is traffic that is delivered from a third-party Local Exchange Carrier or other telecommunications carrier such as a CMRS provider, through the network of either Party as an intermediate carrier to an end user of the other Party.

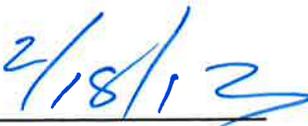
1.21 “InterMTA Traffic” means traffic between the Parties’ End User customers, which, at the beginning of the call originates and terminates in different Major Trading Areas. The origination or termination point on LEC’s network shall be the End Office serving the LEC’s End User. The origination or termination point on the Sprint network shall be the cell site serving the Sprint End User at the beginning of the call.

3.1.3 The following will be inserted into and incorporated into Section 2 as 2.2.4: In the event that “Intermediary Traffic” which is Access Reciprocal Compensation Traffic subject to tariffed charges under the FCC’s Inter-carrier compensation rules is routed over interconnection service facilities covered under this Agreement for any reason, the Party delivering the Intermediary Traffic agrees that it will pay the applicable access compensation to the terminating Party as if it were the originating carrier.

Except as expressly set forth herein, the remaining terms and conditions of the Agreement shall remain in full force and effect without change. This Amendment shall remain effective as long as the Agreement remains effective between the parties.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have signed this Amendment effective as of the date and year set forth above.

By: TDS Metrocom, LLC

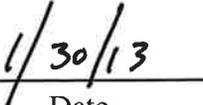
 

Signature Date

Printed Name and Title:

Joel Dohmeier
Director Regulatory Revenue, Strategy & Compliance

By: Sprint Spectrum, L.P.

Signature Date

Printed Name and Title:

Rick D. Ratliff
Director, Switched Access Planning

Signature Page to Amendment between TDS Metrocom, LLC and Sprint Spectrum effective the 1st day of July, 2012

**INTECONNECTION AND RECIPROCAL COMPENSATION AGREEMENT
BETWEEN TDS METROCOM AND SPRINT PCS**

ATTACHMENT I.A

TERMINATING RECIPROCAL COMPENSATION RATES

Indirect and/or Direct Interconnection

Per Terminating
Conversation Minute

Termination (End Office switching)

*Bill and keep

* Bill and Keep arrangements are those in which carriers exchanging telecommunications traffic do not charge each other for specific transport and/or termination functions or services. This bill and keep methodology will apply to the Parties in an equal and symmetrical manner.

InterMTA

0%

Actual traffic measurements are the preferred method of classifying and billing traffic. However, recognizing that the Parties cannot currently measure incidental Non-Local (interMTA) traffic delivered over local interconnection trunk group(s), the Parties agree to use the InterMTA percentage set forth in Appendix A as a surrogate method of classifying and billing traffic. The Parties explicitly recognize that the InterMTA percentage provided in this Agreement is based on the specific network configuration of the two Parties, taking into consideration territory served (e.g. MTA boundaries, and State boundaries) and traffic routing of the Parties. Notwithstanding the foregoing, if either Party provides to the other a valid InterMTA traffic study or otherwise requests a reexamination of the network configuration of either Party's network, the Parties will use such InterMTA traffic study or reexamination to negotiate in good faith a mutually acceptable revised InterMTA percentage. The Parties agree to cooperate in good faith to amend this Agreement to reflect this revised InterMTA percentage and such revised percentage will be effective upon amendment of this Agreement. Such studies or reexaminations will be conducted no more frequently that once annually. Except for traffic specifically covered by the InterMTA percentage described above, in no event will either Party seek to terminate Non-Local Traffic, directly or indirectly, in such a fashion as to make the calls appear as Local Traffic for compensation purposes.