



Sally Briar
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May 10, 2011

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

Re: Application for the Approval of an Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Sprint Communications Company L.P. and Sprint Communications L.P. d/b/a Sprint Communications Company L.P., Sprint Spectrum L.P.; Nextel West Corp.; and NPCR Inc. d/b/a Nextel Partners

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Sprint Communications Company L.P. and Sprint Communications L.P. d/b/a Sprint Communications Company L.P., Sprint Spectrum L.P.; Nextel West Corp.; and NPCR Inc. d/b/a Nextel Partners hereby request approval, pursuant to 47 U.S.C. 252, of this Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Sprint Communications Company L.P. and Sprint Communications L.P. d/b/a Sprint Communications Company L.P., Sprint Spectrum L.P.; Nextel West Corp.; and NPCR Inc. d/b/a Nextel Partners.

I have been authorized by Sprint Communications Company L.P. and Sprint Communications L.P. d/b/a Sprint Communications Company L.P., Sprint Spectrum L.P.; Nextel West Corp.; and NPCR Inc. d/b/a Nextel Partners to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

Sprint Communications Company L.P.
and Sprint Communications L.P. d/b/a
Sprint Communications Company L.P.,
Sprint Spectrum L.P.; Nextel West Corp.;
and NPCR Inc. d/b/a Nextel Partners
Fred Broughton
Manager, ICA Solutions
KSOPHE0102-1D312
6360 Sprint Parkway
Overland Park, KS 66251
Tel: 913-827-0251

Sincerely,

/S/ Sally Briar

Sally Briar

Enclosure

**AMENDMENT TO THE INTERCONNECTION AGREEMENT
BETWEEN
SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP
SPRINT COMMUNICATIONS COMPANY L.P.
SPRINT SPECTRUM L.P.
NEXTEL WEST CORP.
NPCR INC. d/b/a NEXTEL PARTNERS
AND
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN**

Pursuant to this Amendment (the "Amendment") Sprint Communications Company L.P and Sprint Communications L.P. d/b/a Sprint Communications Company L.P (collectively referred to as "Sprint CLEC")¹, Sprint Spectrum L.P., Nextel West Corp. and NPCR Inc. d/b/a Nextel Partners (collectively referred to as "Sprint PCS"), when the terms and conditions apply to both Sprint CLEC and Sprint PCS, the collective term "Sprint" shall be used and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T"), hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties effective August 28, 2009 ("the Agreement").

WHEREAS, Sprint and AT&T agree to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sprint and AT&T hereby covenant and agree as follows:

1. The Parties agree to delete Section 2.1, General Terms and Conditions – Part A in its entirety and replace it with the following:

2. Term of the Agreement

2.1 This Agreement is extended and shall expire as of March 1, 2013. Upon mutual agreement of the Parties, the term of this Agreement may be extended. If, as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis.

2. The Parties agree to delete Section 3.1, General Terms and Conditions – Part A in its entirety and replace it with the following:

3. Renewal

3.1 Sprint, but not AT&T, may request the commencement of negotiations for a Subsequent Agreement at any time between three hundred sixty five (365) and one hundred eighty (180) days prior to the expiration of this Agreement. Either Sprint or AT&T may request the commencement of negotiations for a

¹ Sprint CLEC's operating name is Sprint Communications Company L.P. in AR, CA, CT, IN, KS, MI, MO, NV, OH, OK, TX, and WI, and Sprint Communications L.P. d/b/a Sprint Communications Company L.P. in IL.

Subsequent Agreement between one hundred and eighty (180) days and one hundred sixty (160) days prior to the expiration of this Agreement.

3. Either or both of the Parties shall submit the conforming ICA Amendment to the appropriate Commission for approval subject to section 252(e) of the Federal Telecommunications Act of 1996. Said amendments shall be filed with and are subject to approval by the appropriate Commission.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

Sprint Communications Company
Limited Partnership

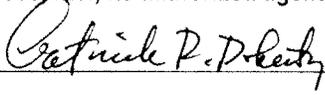
By: 

Name: PAUL W SCHIEBER

Title: VP ACCESS & ROAMING PLN

Date: 4/12/11

Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by
AT&T Services, Inc., its authorized agent

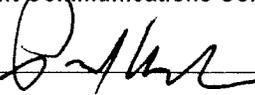
By: 

Name: Patrick R. Doherty

Title: Director - Regulatory

Date: APR 18 2011

Sprint Communications Company L.P.

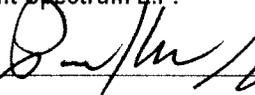
By: 

Name: PAUL W SCHIEBER

Title: VP ACCESS & ROAMING PLN

Date: 4/12/11

Sprint Spectrum L.P.

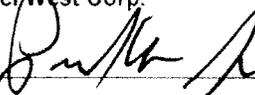
By: 

Name: PAUL W SCHIEBER

Title: VP ACCESS & ROAMING PLN

Date: 4/12/11

Nextel West Corp.

By: 

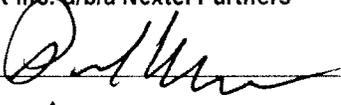
Name: PAUL W SCHIEBER

Title: VP ACCESS & ROAMING PLN

Date: 4/12/11

NPCR Inc. d/b/a Nextel Partners

By:



Name:

PAUL W SCHIEBER

Title:

VP ACCESS & ROAMING PLN

Date:

9/12/11

Resale OCN# 7483

CLEC OCN# 8748

ACNA - UTC