

Susan S. Masterton Attorney Law/External Affairs Post Office Box 2214 1313 Blair Stone Road Tallahassee, FL 32316-2214 Mailstop FLTLH00107 Voice 850 599 1560 Fax 850 878 0777 susan.masterton@mail.sprint.com

September 19, 2002

Sprint

Ms. Blanca S. Bayó, Director Division of the Commission Clerk & Administrative Services Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

021002-78

Re: Approval of Amendment No. One to CMRS Interconnection Agreement between Sprint-Florida, Incorporated and United States Cellular, Inc.

Dear Ms. Bayó:

Please find enclosed for approval and filing an original and five copies of the Amendment No. One to the CMRS Interconnection Agreement between Sprint-Florida, Incorporated (Sprint) and United States Cellular, Inc.

If you have any questions on this matter, please contact my assistant Teresa Harless at 850-599-1563.

Sincerely,

Sum S. m

Susan S. Masterton

cc: Mr. James Naumann
United States Cellular, Inc.
8410 W. Bryn Mawr Avenue
Suite 700
Chicago, IL 60631

Enclosure

**RECEIVED & FILED** OF REC

DOCUMENT NUMBER-DATE

10062 SEP 198

FPSC-COMMISSION CLERK

# AMENDMENT NO. 1 TO CMRS INTERCONNECTION AGREEMENT BETWEEN SPRINT - FLORIDA INCORPORATED AND UNITED STATES CELLULAR, INC.

This Amendment No. 1 to the Commercial Mobile Radio Services ("CMRS") Interconnection Agreement ("Agreement") entered into on this <u>26th</u> day of <u>July</u>, 2002 ("Effective Date") is between United States Cellular, Inc., ("USC") a Delaware corporation, and Sprint – Florida, Incorporated ("Sprint"), a Florida corporation. Except as otherwise indicated, defined terms in this Amendment have the same meaning as in the Agreement.

### 1. BACKGROUND

- 1.1. USC and Sprint entered into the Agreement April 1, 2002.
- 1.2. There are no other Amendments to the Agreement.
- 1.3. Sprint and USC agree to modify the Agreement as set forth in this Amendment No. 1.

#### 2. TERMS AND CONDITIONS

- 2.1. In consideration of the promises and agreements contained in this Amendment No. 1, the parties agree as follows:
  - 2.1.1. Sprint agrees to provide CMRS provider that is currently using a Sprint Type 1 (MF) interconnection a Type One-Like Interconnection with SS7 signaling to provide Caller ID capability (the "Service"). The Service will be set up as a one way land to mobile only trunking arrangement. The Service is a non-standard arrangement and not supported by Telcordia GR-145 documentation.
  - 2.1.2. Mobile to land calls for ancillary traffic, e.g., 911, DA, and Operator and traffic destined to landline end users served within the calling scope of the Type-1 interconnection may continue to be routed over the MF Type-1 interconnection until wireless number portability is implemented. The Service is only available until such time as wireless local number portability is implemented as required by the FCC. (*In the Matter of Local Number Portability*, Docket No. \*\*). At that time USC agrees to establish a Type 2A

interconnection within the LATA where the existing Type-1 interconnection is located. USC further agrees to port all Type-1 numbers that are assigned to a USC end user to its switch. USC also agrees to route all Mobile to land calls destined to landline end users over the established Type 2A interconnection. Mobile to land Ancillary traffic is the only traffic that may remain on the MF Type-1 interconnection after wireless local number portability is implemented.

- 2.1.3. Sprint makes no warranty or representation, express or implied including without limitation, warranties of merchantability or fitness for a particular purpose with respect to the Service or Sprint-provided equipment.
- 2.1.4. Testing and Inspection Sprint agrees to allow CMRS provider to have reasonable, escorted access to the Service and for cooperative testing and inspection upon the request of either party, at a time mutually agreeable to both parties and in accordance with Sprint's Co-operative Testing Policy. When CMRS provider is provided test access to the Service, CMRS provider will at all times permit only those of its employees, contractors, or agents to make such testing who are properly certified as qualified under reasonable terms and conditions determined by Sprint within its sole discretion.
- 2.1.5. CMRS provider agrees to pay the rates and charges set forth on Attachment 1 to this Amendment.
- 2.1.6. Unauthorized Use Sprint hereby disclaims any liability whatsoever for loss or damage to USC or any other entity resulting from the fraudulent or unauthorized use of the Service tested by parties known or unknown, including employees, agents or associates of USC. USC hereby expressly assumes the risk of loss associated with such unauthorized use and acknowledges that it is USC obligation to take all reasonable and necessary steps to protect against such loss.

## 3. OTHER

- 3.1. This Amendment No. 1 is the joint work product of the Parties, has been negotiated by the Parties and shall be interpreted fairly in accordance with its terms and conditions. In the event of any ambiguities, no inferences shall be drawn against any Party.
- 3.2. This Amendment No. 1 may be executed in multiple counterparts,

each of which shall be deemed an original, but all of which shall together constitute but one and the same document. This Amendment No. 1 may be executed where indicated below either by an original signature of a duly authorized representative of each Party or by a facsimile of such a signature.

3.3. Except as amended herein, the Agreement shall remain in full force and effect. This amendment is hereby incorporated into and made a part of the Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Amendment No. 1 to be executed by its duly authorized representatives.

"Sprint"	[1]	"CMRS"	
	Sprint – Florida, Incorporated		United States Cellular, Inc.
By:	hulle Elh	By:	- ( Juni
Name (typed):	William E. Cheek	Name (typed):	James Naumann
Title:	President, Wholesale Markets	Title:	V Director – National Networks
Date:	8/1/02	Date:	8-2-02

# ATTACHMENT 1 – PRICE SHEET

State	First T-1	Each Additional T-1 *
Florida	\$ 359.70	\$ 29.98
Indiana	\$ 339.92	\$ 28.33
Kansas	\$ 329.11	\$ 27.43
Minnesota	\$ 323.82	\$ 26.98
Missouri	\$ 350.71	\$ 29.23
New Jersey	\$ 346.53	\$ 28.88
Nebraska	\$ 311.14	\$ 25.93
Nevada	\$ 305.68	\$ 25.47
North Carolina (CTT)	\$ 329.34	\$ 27.44
North Carolina (Centel)	\$ 349.90	\$ 29.16
Ohio	\$ 350.38	\$ 29.20
Oregon	\$ 345.69	\$ 28.81
Pennsylvania	\$ 345.76	\$ 28.81
South Carolina	\$ 325.83	\$ 27.15
Tennessee	\$ 362.57	\$ 30.21
Texas	\$ 337.91	\$ 28.16
Virginia (Centel)	\$ 329.34	\$ 27.44
Virginia (United)	\$ 344.08	\$ 28.67
Washington	\$ 345.69	\$ 28.81
Wyoming	\$ 328.31	\$ 27.36

NRC for Conversion of Type-1 (MF) to Type-1 "like" SS7