

**ORIGINAL**

**NEW APPLICATION**



0000138996

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

GARY PIERCE, Chairman  
SANDRA D. KENNEDY  
PAUL NEWMAN  
BOB STUMP  
BRENDA BURNS

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ARIZONA CORPORATION COMMISSION  
DOCKET CONTROL

Arizona Corporation Commission

**DOCKETED**

JUL 31 2012

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IN THE MATTER OF THE APPLICATION OF  
ARIZONA TELEPHONE COMPANY FOR  
APPROVAL OF AN AMENDMENT TO THE  
WIRELESS TRAFFIC EXCHANGE  
AGREEMENT WITH CRICKET  
COMMUNICATIONS, INC.

DOCKET NO. T-02063A-12-0346  
T-20721A-12-0346

1 Arizona Telephone Company ("Arizona Telephone") hereby applies for approval of an  
2 Amendment to a Wireless Traffic Exchange Agreement with Cricket Communications, Inc.  
3 ("Cricket Communications"). A copy of the Amendment is attached as Exhibit A.

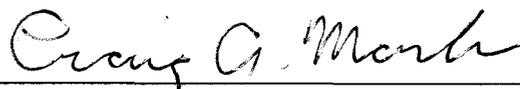
4 The initial Wireless Traffic Exchange Agreement between Arizona Telephone and  
5 Cricket Communications was approved by operation of law on October 10, 2007, in Docket No.  
6 T-02063A-07-0523. On November 18, 2011, the Federal Communications Corporation  
7 ("FCC") released a Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161,  
8 which included enacting new rules for Intercarrier Compensation for Wireless Traffic  
9 ("USF/ICC Transformation Order"). A subsequent Order on Reconsideration was released  
10 December 23, 2011, modifying two aspects of the USF/ICC Transformation Order.

11 As a result of the FCC actions, 47 C.F.R. § 20.11 and §§ 51.700 - 51.715 were amended  
12 to provide that intercarrier compensation for non-access traffic exchanged between Local  
13 Exchange Carriers and Commercial Mobile Radio Service providers will be subject to a default  
14 bill-and-keep methodology for traffic exchanged on and after July 1, 2012. The Amendment  
15 changes Appendix B to a bill-and-keep methodology and makes other two minor changes to the  
16 initial Agreement.

17 Arizona Telephone asks that the Amendment be approved without a hearing.  
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Respectfully submitted on July 31, 2012, by:

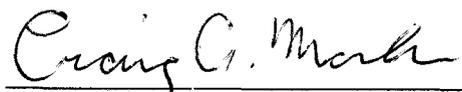


Craig A. Marks  
Craig A. Marks, PLC  
10645 N. Tatum Blvd.  
Suite 200-676  
Phoenix, AZ 85028  
(480) 367-1956  
[Craig.Marks@azbar.org](mailto:Craig.Marks@azbar.org)  
Attorney for Arizona Telephone Company

**Original and 13 copies filed**  
on July 31, 2012, with:

Arizona Corporation Commission  
Docket Control  
1200 West Washington Street  
Phoenix, AZ 85007

By:



Craig A. Marks

## First Amendment to Wireless Traffic Exchange Agreement-AZ

This is an Amendment ("Amendment") to the Wireless Traffic Exchange Agreement between the TDS Telecommunications Corporation affiliates or subsidiaries identified on Appendix A ("TDS TELECOM") and Cricket Communications, Inc., ("Cricket"), jointly 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, dated August 1, 2007 and filed with the Arizona Corporation Commission in Docket No. T02063A-07-0523.

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*<sup>1</sup>"). 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 Order and change of law provision in the Agreement, Appendix B, Reciprocal Compensation Rates and Billing Procedures shall be amended as follows:

<u>RECIPROCAL COMPENSATION RATES</u>	<u>\$/MOU</u>
Transport and Termination	Bill and Keep*

\*From July 1, 2012, forward, all non-access traffic exchanged between the Parties shall be exchanged pursuant to a bill-and-keep arrangement, which means that the originating Party has no obligation to pay terminating charges to the terminating Party; regardless of any charges the originating Party may assess its end users.

IN ADDITION, the parties mutually agree to amend the following:

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<sup>1</sup>See *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*).

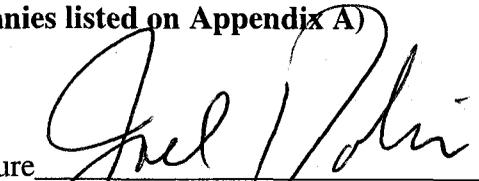
SECTION I, DEFINITIONS, Paragraph No. 7 "Intermediary Traffic" shall be replaced with "Intermediary Traffic" is traffic that is delivered from a third-party Local Exchange Carrier or other telecommunications carrier such as a CMRS provider, through the network of either Party as an intermediate carrier to an end user of the other Party.

SECTION IV, BILLING, The following will be added to the end of Paragraph 4.1: In the event that Intermediary Traffic which is subject to tariffed access charges under the FCC's Inter-carrier compensation rules is routed over interconnection service facilities covered under this Agreement for any reason, each Party agrees that it will pay the applicable access compensation to the terminating Party for any and all such traffic it sends as an intermediate 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 be effective as of July 1, 2012 and 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.

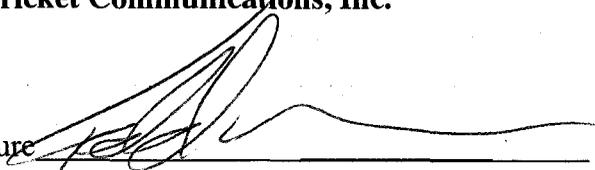
**By: TDS Telecommunications Corporation (not individually but as agent for the companies listed on Appendix A)**

Signature 

Date 7/9/2012

Printed Name and Title:  
Joel Donmeier  
Director Regulatory Revenue, Strategy & Compliance

**By: Cricket Communications, Inc.**

Signature 

Date 6/20/12

Printed Name and Title:  
Todd Norman  
Director of Procurement

Signature Page to Amendment between TDS Telecommunications Corporation (AZ Cos.) and Cricket Communications, Inc. effective the 1<sup>st</sup> day of July, 2012

**Appendix A**

**Arizona Telephone Company**