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MID PLAINS RURAL
TELEPHONE COOP INC

Mid-Plains Rural Telephone Cooperative, Inc.

and

T-Mobile West, LLC

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DOCKET NO. 40985

JOINT APPLICATION OF MID-PLAINS	§	PUBLIC UTILITY COMMISSION
RURAL TELEPHONE COOPERATIVE,	§	
INC. AND T-MOBILE WEST, LLC FOR	§	
APPROVAL OF AN AMENDMENT TO	§	OF
THE INTERCONNECTION AND	§	
RECIPROCAL COMPENSATION	§	
AGREEMENT UNDER PURA AND THE	§	TEXAS
TELECOMMUNICATIONS ACT OF 1996	§	

JOINT APPLICATION OF MID-PLAINS RURAL TELEPHONE COOPERATIVE, INC. AND
T-MOBILE WEST, LLC FOR APPROVAL OF AN AMENDMENT
TO THE INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT
UNDER PURA AND THE TELECOMMUNICATIONS ACT OF 1996

COMES NOW Mid-Plains Rural Telephone Cooperative, Inc. ("MPRTC") and T-Mobile West, LLC ("T-Mobile") (collectively the "Applicants") to file this, their Joint Application for Approval of an Amendment ("Amendment") to the Interconnection and Reciprocal Compensation Agreement ("Agreement") under the Telecommunications act of 1996¹ and Section 252(e) of the Act, and would respectfully show the Public Utility Commission of Texas (the "Commission") the following:

I.

Interconnection and Reciprocal Compensation Amendment Reached

The Applicants have executed the Amendment filed herewith as Attachment 1, and present it to the Commission for approval pursuant to the terms of Section 252 of the Act and applicable Procedural Rules. The Applicants intend for this Amendment to modify the terms and

¹ Telecommunications Act of 1996, Pub L. No. 104-104, 110 Stat. 56 (codified as amended in scattered sections of 15 and 47 U.S.C.) ("Act").

conditions of the underlying Agreement approved by the Commission on September 4, 2003 in Docket 28251.

II.

Request for Approval

The Applicants jointly seek the Commission's approval of the Amendment, consistent with the provisions of Section 252 of the Act and P.U.C. PROC. R. 21.101. The Amendment complies with P.U.C. PROC. R. 21.101 because the Amendment is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier that is not a party to this Amendment. MPRTC in no way waives its rights as a Rural Telephone Company under Section 251(f) of the Act by entering into this Amendment.

The Applicants respectfully request that the Commission grant expeditious approval of this Amendment, without change, suspension, or other delay in its implementation. This is a bilateral Amendment reached as a result of good faith negotiations between the Applicants.

III.

Standard for Review

The statutory standards of review are set forth in Section 252(e) of the Act and P.U.C. PROC. R. 21.101. Section 252(e) of the Act provides as follows:

Section 252(e) of the Federal Act:

(e) APPROVED BY STATE COMMISSION.

(1) APPROVAL REQUIRED. -- Any agreement adopted by negotiation or arbitration shall be submitted for approval to the state commission. A state commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies.

(2) GROUNDS FOR REJECTION. -- The State Commission may only reject --
(A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that--

- (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
- (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity.

The affidavits of Jill Mounsey of T-Mobile, filed herewith as Attachment 2, and Rick Hurt of MPRTC, filed herewith as Attachment 3, establish that the Amendment submitted herein satisfies these standards.

IV.

Requested Procedure

Given the relatively narrow scope of the approval process contemplated by Section 252(e) of the Act, Applicants suggest that the Commission adopt in this instance the procedure of (1) publishing notice and (2) soliciting on an expedited basis written comments (and reply comments, as necessary) on the relevant issues as they relate to this Amendment.

V.

Relief Requested

The Applicants request that the Commission provide the following relief:

1. Forthwith issue notice in the *Texas Register* requesting written comments, if any, on an expedited basis.
2. Approve the Agreement as early as possible by Commission order.

VI.

Conclusion

For the reasons set forth above, the Applicants respectfully pray that the Commission grant all of the relief requested herein and such other and further relief to which the Applicants may show themselves to be justly entitled.

Respectfully submitted,

John Staurulakis, Inc.
9430 Research Blvd.
Echelon Bldg. II, Suite 200
Austin, TX 78759
(512) 338-0473

By: Cindy Neugebauer
Cindy Neugebauer
Authorized Representative for
Mid-Plains Rural Telephone Cooperative, Inc.

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
(425) 383-3316

By: Jill Mounsey
Jill Mounsey
Authorized Representative for
T-Mobile USA, Inc.

**JOINT APPLICATION OF
MID-PLAINS RURAL TELEPHONE COOPERATIVE, INC. AND
T-MOBILE WEST, LLC FOR
APPROVAL OF AN AMENDMENT TO THE INTERCONNECTION AND
RECIPROCAL COMPENSATION AGREEMENT UNDER
THE FEDERAL TELECOMMUNICATIONS ACT OF 1996**

**ATTACHMENT 1 – AMENDMENT TO THE INTERCONNECTION AND
RECIPROCAL COMPENSATION AGREEMENT**

**AMENDMENT NO. #1
TO THE LANDLINE/CMRS TRANSPORT AND TERMINATION AGREEMENT BY AND
BETWEEN
MID-PLAINS RURAL TELEPHONE COOPERATIVE, INC. AND T-MOBILE WEST, LLC,
AND ITS COMMERCIAL MOBILE RADIO SERVICE AFFILIATES**

This is an Amendment ("Amendment") to the Landline/CMRS Transport and Termination Agreement by and between Mid-Plains Rural Telephone Cooperative, Inc. ("MPRTC"), and T-Mobile West, LLC ("T-Mobile"), and its Commercial Mobile Radio Service affiliates, jointly the "Parties."

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into the Landline/CMRS Transport and Termination Agreement ("Original Agreement"), pursuant to 47 U.S.C. §§251 and 252, filed with the Public Utility Commission of Texas in Docket No. 28251; and

WHEREAS, On November 18, 2011, the Federal Communications Commission ("FCC") issued a Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208 as amended (the "USF/ICC Transformation Order"); and

WHEREAS, the Original Agreement contains a "change in law" provision which authorizes the Parties to amend the Original Agreement to comport with a change in law.

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, the Parties hereby agree as follows:

AGREEMENT

A. Definitions

1. "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 as defined in 47 C.F.R. §51.713.
2. "InterMTA Traffic" means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area ("MTA"), as defined in 47 C.F.R. §24.202(a), and terminates in another MTA.
3. "Non-Access Telecommunications Traffic" (IntraMTA Traffic) means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same MTA.

B. Amendment Terms

1. Pursuant to the FCC's USF/ICC Transformation Order, effective for traffic exchanged on and after July 1, 2012, Bill-and-Keep shall be the compensation methodology for Non-Access Telecommunications Traffic exchanged between MPRTC and T-Mobile.

- 1.1 The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives. Notwithstanding the foregoing, if as a result of

any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, the FCC's USF/ICC Transformation Order regarding the bill-and-keep arrangements for IntraMTA traffic are reversed, remanded, stayed, or vacated ("Bill-and-Keep Decision"), then the Parties agree to comply with all requirements of the Bill-and-Keep Decision.

- 1.2 Unless the Bill-and-Keep Decision expressly provides otherwise, the following reciprocal compensation rates for Non-Access Telecommunications Traffic shall apply:

- 1.2.1 In the event of a reversal, remand, or vacatur, the per minute of use reciprocal compensation rates listed in the Original Agreement shall be applied in lieu of Bill-and-Keep, and, if the reversal, remand, or vacatur so requires, the Parties will true up the rates and apply such rates retroactively back to July 1, 2012.

- 1.2.2 In the case of a judicial stay, the Parties will apply the reciprocal compensation rates listed in the Original Agreement prospectively from the date the stay is issued. If such judicial stay is subsequently lifted and there is not a corresponding court-ordered reversal or vacatur, the Parties will move to Bill-and-Keep.

2. InterMTA Traffic - The Parties agree that traffic that is directly or indirectly delivered, may be rated and recorded as IntraMTA Traffic, but may have originated and terminated in different MTAs and therefore, is InterMTA Traffic subject to switched access compensation.

- 2.1 Recognizing that neither Party currently has a way of accurately measuring this InterMTA Traffic, the Parties agree, for the purposes of this Amendment, to maintain the existing InterMTA Factor at this time. The Parties agree to work cooperatively to conduct traffic studies within six (6) months of the effective date of this Amendment to establish a new InterMTA Factor.

- 2.2 Further, the Parties agree that this Amendment is intended primarily for the exchange of IntraMTA Traffic. Because of the mobile nature of T-Mobile's customers, the Parties acknowledge that a *de minimus* amount of InterMTA Traffic can be delivered directly over the interconnection trunks or indirectly *via* the third party tandem; however, excessive or unreasonable amounts of other identifiable InterMTA Traffic shall not be delivered in this manner and shall not be common practice.

- 2.3 The Parties agree to review the InterMTA Factor on a periodic basis and, if warranted by the actual usage, revise the factor appropriately. Both Parties shall cooperate in exchanging necessary records and information required to conduct such reviews. Once the new InterMTA Factor is established, each Party shall only have the right to conduct a review of the InterMTA Factor no more than one time in a consecutive 12-month period.

3. FCC Rule 47 C.F.R. §51.709(c) provides that for Non-Access Telecommunications Traffic exchanged between MPRTC and T-Mobile, MPRTC will be responsible for transport to T-Mobile's interconnection point when it is located within MPRTC's service area. When T-Mobile's interconnection point is located outside MPRTC's service area, MPRTC's transport and provisioning obligation stops at its meet point and T-Mobile is responsible for the remaining transport to its interconnection point (the "Rural Transport Rule").

3.1 MPRTC shall notify T-Mobile within ten (10) days of any change in its status as a rural rate-of-return LEC. In the event of any such change, MPRTC will, upon T-Mobile's request, commence negotiations on a further amendment to the Original Agreement within thirty (30) days of such request.


4. Call Signaling. The Calling Party Number ("CPN") associated with the End-User Customer originating the call must be provided as required by FCC rules (47 C.F.R. §64.1601). The CPN shall not be altered. The CPN will be provided by each Party in conjunction with all traffic it exchanges to the extent required by industry standards and FCC rules. The CPN follows the North American Numbering Plan Administration ("NANPA") standards and can be identified in numbering databases and the LERG as an active number. The CPN is assigned to an active End-User.
5. The Parties will connect their networks using SS7 as defined in applicable industry standards including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for Common Channel Signaling ("CCS")-based features to facilitate interoperability of CLASS features and functions between their respective networks. Signaling information shall be shared between the Parties at no charge to either Party.
6. In order to process, track and monitor the traffic that is being exchanged, the Parties agree to cooperate with one another on the exchange of all appropriate CCS messages, for call set-up, including without limitation ISUP and TCAP messages.
7. Updated Contacts.


Mid-Plains Rural Telephone Cooperative, Inc. <u>For Official Notices:</u> Mid-Plains Rural Telephone Cooperative, Inc. Attn: LaTonda Stout 411 N. Hale Ave. P. O. Box 300 Tulia, Texas 79088	T-Mobile West, LLC <u>For Official Notices:</u> T-Mobile USA, Inc. Attn: General Counsel 12920 SE 38 th Street Bellevue, WA 98006 With a copy to: T-Mobile USA, Inc. Attn: Director – Carrier Management Group 12920 SE 38 th Street Bellevue, WA 98006
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8. This Amendment shall be effective July 1, 2012.
9. This Amendment shall remain effective as long as the Original Agreement remains effective between the Parties, subject to future changes of law.
10. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.

11. Except as expressly set forth herein, the terms and conditions of the Original Agreement shall remain in full force and effect without change.

IN WITNESS THEREOF, 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.

T-Mobile West, LLC	
By:	
Name:	Bryan Fleming
Title:	Vice President - Technical Systems & Business Operations
Date:	11/13/12

Mid-Plains Rural Telephone Cooperative, Inc.	
By:	
Name:	Rick Hurt
Title:	General Manager
Date:	

T-Mobile Legal Approval By:



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