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IDAHO PUBLIC
UTILITIES COMMISSION

P.O. Box 88
Cambridge, ID 83610

CAM-T-09-02

April 28, 2009

Idaho Public Utilities Commission
P.O. Box 83720
Boise, ID 83720-0074

Cambridge Telephone and Sprint Nextel, and Cambridge Telephone and AT&T agree on the rates and terms of the enclosed contracts. They are signed and agreed upon.

We would like to request a copy of the PUC's final order to forward to the carriers, as they have requested copies.

If you have any questions or need additional information, please contact Jerry Piper at 208-257-3314.

Sincerely,

Niki Barnett

**AGREEMENT FOR TRANSPORT AND TERMINATION OF TRAFFIC
BETWEEN NEW CINGULAR WIRELESS PCS, LLC
D/B/A AT&T MOBILITY AND
CAMBRIDGE TELEPHONE COMPANY**

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This Agreement for Transport and Termination of Traffic ("Agreement") between New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility on behalf of itself and its wireless operating affiliates, ("AT&T Mobility") and Cambridge Telephone Company ("CTC") (collectively referred to as the "Parties") is effective upon February 20, 2009 between the undersigned Parties.

This Agreement establishes the methodology for the exchange of and compensation for Traffic originated on the network of AT&T Mobility and terminated on the network of CTC, or originated on the network of CTC, and terminated on the network of AT&T Mobility.

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section:

1.1 "Act" – the Communications Act of 1934 as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a state regulatory Commission ("Commission").

1.2 "Traffic" means telecommunications traffic subject to reciprocal compensation obligations pursuant to 47 U.S.C. § 251(b)(5).

1.3 "Party" means either Party to this agreement.

2.0 COMPENSATION AGREEMENTS

The Parties, having reviewed specific Traffic levels between AT&T Mobility and CTC, agree that each Party will meet its obligation to pay 1) reciprocal compensation pursuant to Section 251(b)(5) of the Act for Traffic, and 2) access charges claimed to be due as follows:

- AT&T Mobility will pay CTC the amount of five hundred dollars (\$500.00) per month. CTC will invoice AT&T Mobility in this amount at the end of the applicable month.
- This amount is based on specific telecommunications traffic patterns between AT&T Mobility and CTC.

3.0 The Parties to this Agreement recognize that they or their authorized representatives may come into possession of confidential and/or proprietary data about each other's business as a result of this Agreement. Each Party agrees to treat all such data as strictly confidential and to use such data only for the purpose of performance under this Agreement. Each Party agrees not to disclose data about the other Party's business, unless such disclosure is required by lawful subpoena or order, to any person without first securing the written consent of the other Party.

4.0 The Parties shall comply with any applicable orders, rules or regulations of the FCC, appropriate Commissions and Federal and State law during the term of this Agreement. Notwithstanding anything to

the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting from acts of God, civil or military authority, acts of the public enemy, war, hurricanes, tornadoes, storms, fires, explosions, earthquakes, floods, government regulation, strikes, lockouts or other work interruptions by employees or agents not within the control of the non-performing Party.

5.0 The Parties agree that the Party collecting revenues shall be responsible for collecting, reporting and remitting all taxes associated therewith, provided that the tax liability shall remain with the party upon whom it is originally imposed.

6.0 The terms of this Agreement are in effect for a period of one (1) year beginning on the effective date. This Agreement shall automatically renew for periods of six (6) months unless terminated with sixty (60) days' written notice by either Party. If either Party gives notice of intent to renegotiate under the Act, this Agreement will remain in place until superseded by a new negotiated or arbitrated agreement.

7.0 A Party may not assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, provided, however, a Party may assign this Agreement, or any portion thereof, without consent to any entity which controls, is controlled by or is under common control with the assigned Party. Any such assignment shall not, in any way, affect or limit the rights and obligations of the Parties under the terms of this Agreement.

8.0 Neither Party assumes any liability for any act or omission of the other in the furnishing of its services to its subscribers solely by virtue of entering into this Agreement. To the extent not prohibited by law or inconsistent with the other terms of this Agreement, each Party shall indemnify the other Party and hold it harmless against any loss, costs, claims, injury or liability relating to any third-party claim arising out of any act of omission of the indemnifying Party in connection with the indemnifying Party's performance under this Agreement. Furthermore, the Parties agree to arrange their own interconnection agreements with other telecommunications carriers, and each Party shall be responsible for any and all of its own payments thereunder. Neither Party shall be financially or otherwise responsible for the rates, terms, conditions, or charges between the other Party and another telecommunications carrier.

9.0 The Parties shall jointly file this Agreement if required by the Commission. CTC shall be responsible for preparing the joint application for approval, and AT&T Mobility shall cooperate in the review and submission of such joint application. CTC shall file the joint application with the Commission. The Parties shall support the approval of this Agreement without material change and each Party shall bear its own costs associated with the filing.

10.0 The undersigned signatories represent that they have the authority to execute this Agreement on behalf of their respective companies. This Agreement can be executed in separate parts which together will constitute a single, integrated Agreement.

AT&T Mobility

By: William H. Brown
William H. Brown
Its: Sr. Contract Mgr. _____

4/14/09
Date

"CTC"

Jerry Piper
By: Jerry Piper
Its: Operations Manager _____

4-20-09
Date