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January 5, 1998

Blanca Bayo, Director
Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

In re: Local Wireless Interconnection Agreement
Between TDS Telecommunications Corporation
(Quincy Telephone Company) and United
States Cellular Corporation


990015-TP

Dear Ms. Bayo:

Enclosed please find three copies of a local wireless interconnection agreement between TDS Telecommunications Corporation (Quincy Telephone Company) and United States Cellular Corporation.

Please docket this matter and provide the agreement to the staff for review and action.

Sincerely,



David B. Erwin, Attorney
for Quincy Telephone

DBE:jm
copy to: Tom McCabe

DOCUMENT NUMBER-DATE

00135 JAN-5 8

FPSC-RECORDS/REPORTING

WIRELESS INTERCONNECTION AGREEMENT
TDS - FLORIDA

This Agreement is made effective on the 8th day of September, 1998, between TDS TELECOMMUNICATIONS CORPORATION, a Delaware corporation ("TDS"), and UNITED STATES CELLULAR CORPORATION, a Delaware corporation ("USCC").

TDS is a local exchange carrier acting through its subsidiary telephone companies in Florida. USCC is a commercial mobile radio service carrier operating cellular telephone in Florida. TDS and USCC desire to interconnect on an indirect basis for the purpose of exchanging traffic between the parties' customers.

In consideration of the mutual covenants contained in this Agreement, the parties agree as follows.

SECTION I
SCOPE OF AGREEMENT

This Agreement shall cover local interconnection arrangements between USCC's network in Florida and TDS' network in Florida consisting of Quincy Telephone Company. The exchange of non-local traffic between other portions of TDS' network and USCC's network will be accomplished using the existing toll telephone network. The designations "local" and "non-local" shall be as defined by federal law.

SECTION II
TRAFFIC EXCHANGE

The default point of interconnection shall be at an appropriate access tandem. Each party shall be responsible for the cost of providing the trunks from its network to the point of interconnection for the calls which that party originates. Either party shall be allowed to establish a different point of interconnection for the calls which that party originates, provided that the new point of interconnection does not increase the cost of transporting or terminating calls for the other party. Each party shall bill the other for calls which the billing party terminates to its own customers and which were originated by the billed party. Applicable charges are shown on the attached pricing schedule, Appendix A, which is incorporated by reference. The billed party shall pay the billing party for all charges properly listed on the bill. Such payments are to be received within thirty (30) days from the effective date of the statement. The billed party shall pay a late charge on the unpaid bill for bills which are not paid within the thirty (30) day period. The rate of the late charge shall be the lesser of 1.5% per month and the maximum amount allowed by law. The billed party shall pay the billing party the reasonable amount of the billing party's expenses related to collection of overdue bills, such amounts to include reasonable attorney's fees. Neither party shall bill the other for traffic that is

more than 90 days old. If Sprint decreases its rates in any of the Florida markets covered under this Agreement, USCC and TDS will renegotiate the rates set forth in Appendix A.

SECTION III INDEPENDENT CONTRACTORS

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have the right, power or authority to enter into any agreement for or on behalf of , or incur any obligation or liability of, or to otherwise bind the other party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party.

SECTION IV LIABILITY

A.

Neither party nor any of their affiliates shall be liable for any incidental, consequential or special damages arising from the other party's use of service provided under this Agreement. Each party shall indemnify and defend the other party against any claims or actions arising from the indemnifying party's use of the service provided under this Agreement, except for damages caused by the sole recklessness of the indemnified party.

B.

Neither party makes any warranties, express or implied, for any hardware, software, goods, or services provided under this Agreement. All warranties, including those of merchantability and fitness for a particular purpose, are expressly disclaimed and waived.

C.

In any event, each party's liability for all claims arising under this Agreement, or under the use of the service provided under this Agreement, shall be limited to the amount of the charges billed to the party making a claim for the month during which the claim arose.

SECTION V ATTORNEY'S FEES AND COURT COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

SECTION VI TERM OF AGREEMENT

This Agreement shall commence on the effective date stated on the first page, and shall terminate two (2) years after the effective date. This Agreement shall renew automatically for successive one (1) year terms, commencing on the termination date of the initial term or latest renewal term. The automatic renewal shall take effect without

notice to either party, except that either party may elect not to renew by giving the other party ninety (90) day's written notice of the desire not to renew.

**SECTION VII
THIRD PARTY BENEFICIARIES**

This Agreement is not intended to benefit any person or entity not a party to it and no third party beneficiaries are created by this Agreement.

**SECTION VIII
GOVERNING LAW, FORUM, AND VENUE**

This Agreement shall be interpreted under the laws of the State of Florida. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved in state or federal court in Florida.

**SECTION IX
ENTIRE AGREEMENT**

This Agreement incorporates all terms of the agreement between the parties. This Agreement may not be modified except in a writing signed by both parties. This Agreement is a result of a negotiation between the parties, and it was jointly drafted by both parties.

**SECTION X
NOTICE**

Notices, bills and payments shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of USCC to:

USCC
Lisa Paarfusser
8410 W. Bryn Mawr Avenue
Suite 700
Chicago, IL 60631

and in the case of TDS to:

TDS Telecom
Attention: Director, Carrier Relations
P. O. Box 22995
Knoxville, TN 37933-0995

and to such other location as the receiving party may direct in writing.

SECTION XI
MISCELLANEOUS

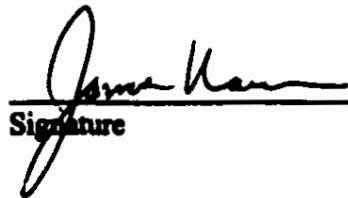
This Agreement is not an interconnection agreement under 47 USC 251(c). The parties acknowledge that TDS is entitled to a rural exemption as provided by 47 USC 251(f) and TDS does not waive such exemption.

TDS TELECOMMUNICATIONS
CORPORATION

UNITED STATES CELLULAR
CORPORATION

 9/14/98

Signature (date)

 9-8-98

Signature (date)

Printed name and title:

Printed name and title:

John R. Monroe
Director - Carrier Relations

JAMES McManis
Dir - NEWBORN + PURCHASING

APPENDIX A - PRICING

TYPE 2A

\$.00786/MOU

TYPE 2B

\$.004/MOU