

In the Matter of IN THE MATTER OF THE FILING FOR
 APPROVAL OF AN AMENDMENT TO
 AN INTERCONNECTION AGREEMENT
 BETWEEN QWEST CORPORATION
 AND NPCR, INC. D/B/A NEXTEL
 PARTNERS

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
02/11/04	Filed & Docketed
2/12/04	Weekly filings
4/5/04	Order Approving Amendment to Agreement
4/5/04	Docket Closed.

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**Licensed only in Colorado

February 9, 2004

RECEIVED

FEB 11 2004

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Pam Bonrud, Executive Director
Public Utilities Commission of the State of South Dakota
500 East Capitol Avenue
Pierre, SD 57501

Re: Filing of Reciprocal Compensation Credit Amendment to Agreement between Qwest Corporation and NCPR, Inc. d/b/a Nextel Partners
Our File No. 2104.078

Dear Ms. Bonrud:

Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of the Reciprocal Compensation Credit ("RCC") Amendment to the Interconnection Agreement between NPCR, Inc. d/b/a Nextel Partners ("NPCR") and Qwest Corporation ("Qwest") for approval by the Commission. This is an amendment to the interconnection agreement between NPCR and Qwest which was approved by the Commission on September 14, 2002 in Docket No. TC01-072.

This Amendment is made in order to amend Section (B)2.3.4, Facilities Credit, through and including subsection (B)2.3.4.3 of the Underlying Agreement.

NPCR has authorized Qwest to submit this Agreement and Amendment on NPCR's behalf.

Sincerely yours,

BOYCE, GREENFIELD, PASHBY & WELK, L.L.P.



Thomas J. Welk

TJW/vjj

Enclosures

cc: Donald J. Manning - Nextel (enclosure letter only)
Michael van Echardt - Nextel (enclosure letter only)
Colleen Sevold
John Love (enclosure letter only)

**Amendment To Interconnection Agreement
Between
NPCR, Inc. dba Nextel Partners
And
Qwest Corporation, f/k/a U S WEST Communications, Inc.
For The State of South Dakota**

RECEIVED

FEB 11 2004

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

This Amendment is entered into by and between NPCR, Inc. dba Nextel Partners ("Nextel") and Qwest Corporation f/k/a U S WEST Communications, Inc. ("Qwest").

RECITALS

Nextel and Qwest are parties to a Interconnection Agreement ("Underlying Agreement") effective September 14, 2002; and

Nextel and Qwest hereby amend the Underlying Agreement under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

1. Section (B)2.3.4, Facilities Credit, through and including subsection (B)2.3.4.3 of the Underlying Agreement, is amended to read as follows:

(B)2.3.4 Facilities Credit

When Nextel Partners leases two-way facilities from Qwest for Entrance Facility (EF), Direct Trunked Transport (DTT) and Multiplexing, Qwest's charges shall be adjusted to account for the portion of the facility used to transport traffic originated by Qwest's end users to Nextel Partners, as follows:

- (B)2.3.4.1 A credit will be calculated by multiplying (1) the sum of the total monthly two-way channel facility for the EF and DTT, multiplexer and distance sensitive facilities state-specific charges by (2) a factor of 0.222 (twenty two and two tenths percent). This credit will be applied each month for the term of this Agreement.

- (B)2.3.4.1.1 The factor used above in this Amendment is based on a three month study of actual Mobile to Land and Land to Mobile traffic between Qwest and Nextel Partners.

- (B)2.3.4.2 The Parties agree that the Facilities Credit is intended to apply only to Type 2 interconnection facilities which are actually

utilized as two-way facilities, and will not apply to one-way facilities. Unless the Parties agree otherwise in writing, either Party may route traffic to the other utilizing one-way trunks.

(B)2.3.4.3 Installation nonrecurring charges may be assessed by Qwest for each Type 2 trunk ordered by Nextel Partners, at the rates specified in Part G.

EXAMPLE OF FACILITIES CREDIT CALCULATION

Equipment Cost (Entrance facility, multiplexing, etc.)	\$ 10,000.00
Dedicated transport cost (fixed and per mile)	<u>\$ 1,250.00</u>
Total facility cost (\$10,000.00 + \$1,250.00)	\$ 11,250.00
Multiply total facility cost by .222	
Facilities Credit (\$11,250.00 x .222)	\$ 2,497.50

2. Section (B)2.5, Billing for Qwest-Originated Traffic, through and including subsection (B)2.5.1.2 of the Underlying Agreement, is amended to read as follows:

(B)2.5 Billing for Qwest-Originated Traffic

Nextel Partners may receive payment for Qwest originated traffic it terminates by either: (1) using Reciprocal Compensation Credits, or; (2) Billing Qwest directly. SS7 signaling is a prerequisite for direct billing. The Reciprocal Compensation Credits method will be the billing method used unless written notification is made to Qwest from Nextel Partners indicating the election of direct billing. Such notification shall be made at least ninety (90) days in advance, and both Parties shall agree on the format and content of the bill at least thirty (30) days prior to commencement of such billing. If Nextel Partners cannot provide appropriate billing detail, as per the agreed upon content and format, billing will remain as Reciprocal Compensation Credits.

(B)2.5.1 Reciprocal Compensation Credit for Qwest - Originated Traffic

(B)2.5.1.1 Each Party will compensate the other for its traffic terminating to the other Party's end users. Nextel Partners's rate for Qwest's Reciprocal Compensation Credit will be symmetrical to ISP rate from the ISP amendment that the Parties previously signed. Qwest will compensate Nextel Partners for MTA/local two-way traffic originated from Qwest's end users within the LATA. Qwest will not compensate for paging traffic.

(B)2.5.1.2 The Reciprocal Compensation Credit shall be calculated based on the following example:

EXAMPLE OF RECIPROCAL CREDIT CALCULATION

Total Nextel Partners minutes terminated to Qwest subscribers	10,000,000
Total non/local Inter-MTA minutes terminated to Qwest Subscribers (PIMU) based on factor of 5%	-500,000
Total Nextel Partners IntraMTA/Local minutes terminated to Qwest subscribers	9,500,000
Divide by .605 factor to arrive at total minutes (9,500,000 /.605)	15,702,429
Multiply by .395 to arrive at Qwest minutes to Nextel Partners	6,202,479
Multiply result by ISP rate (.0007)	
Reciprocal Compensation Credit (6,202,479 x .0007)	\$ 4,341.74

Monthly Qwest measured MTA/Local Nextel Partners minutes do not include: one-time charges, ancillary service charges, traffic from Nextel Partners transiting the Qwest network and terminating on another provider's network, switched access traffic, and any Qwest provided service which has its own contractual terms and conditions other than the services set forth in this Agreement.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties hereby agree to implement the provisions of this Amendment upon execution.

Amendments; Waivers

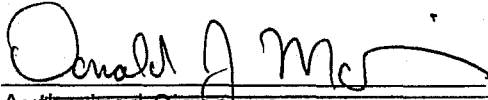
The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

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 and which together shall constitute one and the same instrument.

NPCR, Inc. dba Nextel Partners



Authorized Signature

DONALD J. MANNING

Printed Name

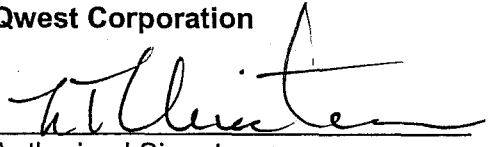
VICE PRESIDENT

Title

1/30/04

Date

Qwest Corporation



Authorized Signature

L.T. Christensen

Printed Name

Director-Interconnection Agreements

Title

2/4/04

Date

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of February 5, 2004 through February 11, 2004

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact
Delaine Kolbo within five business days of this report. Phone: 605-773-3201

ELECTRIC

EL04-003 In the Matter of the Joint Request for an Electric Service Territory Boundary Change between the City of Vermillion and Clay-Union Electric Corporation.

On February 9, 2004, Clay-Union Electric Corporation (Clay-Union) filed a request for approval to the South Dakota Public Utilities Commission for an amendment to an existing territory agreement between Clay-Union and the City of Vermillion (City). The City has inadvertently been servicing approximately 14 mobile homes which are located in Clay-Union's assigned service territory. In order to create a fair and equitable allocation of service territory the parties have entered into an amended agreement to reallocate portions of their respective service territories. Clay-Union shall transfer the territory the City is currently serving to the City. This territory is described as: The East 320.5 feet of Lot Y of Replat of Lot B-2 in the Southwest Quarter of the Northeast Quarter of Section 14, Township 92 North, Range 52 West of the 5th P.M., City of Vermillion, Clay County, South Dakota. In return, the City shall transfer to Clay-Union the following territory: Lot 3, Block 1, Deyonge Addition to the City of Vermillion, Clay County, South Dakota.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 02/09/04
Intervention Deadline: 02/27/04

EL04-004 In the Matter of the Filing by Otter Tail Power Company for Approval of Tariff Revisions.

Application by Otter Tail Power Company (Otter Tail) for approval to revise its tariffed Summary List of Contracts with Deviations. The existing contract with the City of Sisseton will expire on March 11, 2004. Otter Tail states the new agreement does not contain any deviations from Otter Tail's currently filed tariff and therefore requests that reference to a contract with the City of Sisseton be removed from the Summary List of Contracts with Deviations.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Filed: 02/10/04
Intervention Deadline: 02/26/04

TELECOMMUNICATIONS

TC04-017 In the Matter of the Application of Airespring, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

On February 6, 2004, Airespring, Inc. filed an application for a Certificate of Authority to provide resold interexchange telecommunication services in South Dakota. Airespring, Inc. intends to provide resold interexchange long distance services, including MTS, 800/888 toll free service, travel card services, and directory assistance to residential and business customers throughout South Dakota.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 02/06/04
Intervention Deadline: 02/27/04

TC04-018 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Jefferson Telephone Company d/b/a Long Lines Ltd.

On February 6, 2004, the Commission received a filing for approval of a Reciprocal Interconnection, Transport and Termination Agreement between Jefferson Telephone Company d/b/a Long Lines Ltd. and WWC License, LLC for approval. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect to their respective networks for the purpose of exchanging telecommunications traffic or (b) the Parties will transport and terminate each others telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 26, 2004. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 02/06/04
Initial Comments Due: 02/26/04

TC04-019 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Fort Randall Telephone Company and Mount Rushmore Telephone Company.

On February 6, 2004, the Commission received a filing for approval of a Reciprocal

Interconnection, Transport and Termination Agreement between Fort Randall Telephone Company and WWC License, LLC for approval. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect to their respective networks for the purpose of exchanging telecommunications traffic or (b) the Parties will transport and terminate each others telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 26, 2004. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 02/06/04
Initial Comments Due: 02/26/04

TC04-020 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Midstate Communications, Inc.

On February 6, 2004, the Commission received a filing for approval of a Reciprocal Interconnection, Transport and Termination Agreement between Midstate Communications, Inc. and WWC License, LLC for approval. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect to their respective networks for the purpose of exchanging telecommunications traffic or (b) the Parties will transport and terminate each others telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 26, 2004. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 02/06/04
Initial Comments Due: 02/26/04

TC04-021 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Kennebec Telephone Company.

On February 6, 2004, the Commission received a filing for approval of a Reciprocal Interconnection, Transport and Termination Agreement between Kennebec Telephone Company and WWC License, LLC for approval. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect to their respective networks

for the purpose of exchanging telecommunications traffic or (b) the Parties will transport and terminate each others telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 26, 2004. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 02/06/04
Initial Comments Due: 02/26/04

TC04-022 In the Matter of the Filing for Approval of a Reciprocal Interconnection, Transport and Termination Agreement between WWC License, LLC and Alliance Communications Cooperative, Inc.

On February 6, 2004, the Commission received a filing for approval of a Reciprocal Interconnection, Transport and Termination Agreement between Alliance Communications Inc. and WWC License, LLC for approval. According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which (a) the Parties agree to directly interconnect to their respective networks for the purpose of exchanging telecommunications traffic or (b) the Parties will transport and terminate each others telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 26, 2004. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 02/06/04
Initial Comments Due: 02/26/04

TC04-023 In the Matter of the Application of Comtech 21, LLC for a Certificate of Authority to Provide Local Exchange Services in South Dakota.

On February 9, 2004, Comtech 21, LLC filed an application seeking a Certificate of Authority to provide local exchange telecommunications services in South Dakota. Comtech 21 is requesting authority to operate as a Competitive Local Exchange Carrier "throughout the State of South Dakota in the areas served by any LECs in South Dakota that are not eligible for a small or rural exemption pursuant to Section 251(f)(1) of the Federal Act. Comtech 21 does not seek to provide services to customers in those small or rural territories at this time. Comtech 21 intends to provide all forms of intrastate local exchange telecommunications services."

Staff Analyst: Harlan Best

Staff Attorney: Karen E. Cremer
Date Docketed: 02/09/04
Intervention Deadline: 02/27/04

TC04-024 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and NPCR, Inc. d/b/a Nextel Partners.

On February 11, 2004, the Commission received a Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and NPCR, Inc. d/b/a Nextel Partners. According to the filing, the agreement amends Section (B)2.3.4 "Facilities Credit" provisions and Section (B)2.5 "Billing for Qwest -Originated Traffic provisions of the original agreement. The original Agreement was approved by the Commission on September 14, 2001, in Docket No. TC01-072. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than March 2, 2004. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 02/11/04
Initial Comments Due: 03/02/04

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**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE FILING FOR)	ORDER APPROVING
APPROVAL OF AN AMENDMENT TO AN)	AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN)	AGREEMENT
QWEST CORPORATION AND NPCR, INC.)	
D/B/A NEXTEL PARTNERS)	TC04-024

On February 11, 2004, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) an amendment to an interconnection agreement between NPCR, Inc. d/b/a Nextel Partners (NPCR) and Qwest. The amendment is made in order to amend Section (B)2.3.4, Facilities Credit, through and including subsection (B)2.3.4.3 of the Underlying Agreement.

On February 12, 2004, the Commission electronically transmitted notice of the filing of the amendment to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until March 2, 2004, to do so. No comments were filed.

At its duly noticed March 23, 2004, meeting, the Commission considered whether to approve the negotiated amendment to the agreement between Qwest and NPCR. Commission Staff recommended its approval.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, and the Federal Telecommunications Act of 1996. In accordance with 47 U.S.C. § 252(e)(2), the Commission found that the amendment does not discriminate against a telecommunications carrier that is not a party to the amendment and the amendment is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the amendment to the agreement. It is therefore

ORDERED, that the Commission approves the negotiated amendment to the agreement as described herein.

Dated at Pierre, South Dakota, this 5th day of April, 2004.

CERTIFICATE OF SERVICE
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.
By: <u><i>Melvin Kalbs</i></u>
Date: <u>4/6/04</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr
ROBERT K. SAHR, Chairman

Gary Hanson
GARY HANSON, Commissioner