



Qwest
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Melissa Thompson
Senior Attorney

RECEIVED

FEB 25 2005

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

February 22, 2005

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

Re: Term of Agreement Update Amendment to Interconnection Agreement between
Qwest Corporation and RC Communications, Inc. for the State of South Dakota

Dear Ms. Bonrud:

Please find enclosed for filing for approval by the South Dakota Public Utilities Commission pursuant to 47 U.S.C. § 252 an original and 10 copies of the Term of Agreement Update Amendment to Interconnection Agreement between Qwest Corporation and RC Communications, Inc for the State of South Dakota. This Amendment revises the Interconnection Agreement between the parties approved by the Commission on December 29, 2004, Order No. TC04-255.

Contact information for RC Communications, Inc. is as follows:

Pam Harrington, General Manager
RC Communications, Inc.
205 Main Street
New Effington, SD 57255
Telephone: 606-637-5302

We have also enclosed an extra copy of this letter. Please date stamp the extra copy and return for our files.

Thank you for your help with this matter. Please contact me if you have any questions or concerns.

Sincerely,

Melissa K. Thompson

Enclosures

cc: Colleen Sevold (w/o enclosure)
Pam Harrington (w/o enclosure)

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SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

**Term of Agreement Update Amendment
to the Interconnection Agreement between
Qwest Corporation and
RC Communications, Inc.
for the State of South Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and RC Communications, Inc. ("CLEC"), a South Dakota corporation.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement for service in the state of South Dakota, which was approved by the South Dakota Public Utilities Commission ("Commission") on December 29, 2004, as referenced in Order No. TC04-255 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement further 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

The Term of Agreement (Section 5.2.1) is hereby amended by changing the termination date from January 9, 2004 to January 9, 2008 as shown below:

Section 5.2.1 of the Agreement is replaced, in its entirety, with the following Section 5.2.1:

This Agreement shall become effective on the date of Commission Approval. This Agreement shall be binding upon the Parties for a term of three (3) years and shall expire on **January 9, 2008**.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the

billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. 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, but all of which shall constitute one and the same instrument.

RC Communications, Inc.

Pamela Harrington
Signature

Pamela Harrington
Name Printed/Typed

Gen. Manager
Title

1-24-05
Date

Qwest Corporation

L. T. Christensen
Signature

L. T. Christensen
Name Printed/Typed

Director - Interconnection Agreements
Title

1/28/05
Date