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October 16, 2006

VIA EMAIL: [PUCDOCKETFILING@state.sd.us](mailto:PUCDOCKETFILING@state.sd.us)

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Patty Van Gerpen, Executive Director  
South Dakota Public Utilities Commission  
Capitol Building, 1<sup>st</sup> Floor  
500 East Capitol Avenue  
Pierre SD 57501-5070

RE: Sprint Communications Company L.P.'s Petition for Consolidated Arbitration Pursuant to Section 252(B) of the Communications Act of 1934, As Amended by the Telecommunications Act of 1996, and the Applicable State Laws for Rates, Terms and Conditions of Interconnection with **City of Brookings Utilities d/b/a/ Swiftel Communications**

Sprint Communications Company L.P.'s Petition for Consolidated Arbitration Pursuant to Section 252(B) of the Communications Act of 1934, As Amended by the Telecommunications Act of 1996, and the Applicable State Laws for Rates, Terms and Conditions of Interconnection with **Interstate Telecommunications Cooperative**  
GPGN File No. 8509.060584

Dear Ms. Van Gerpen:

Enclosed you will find two Petitions. Both Petitions seek arbitration and request consolidations of the two actions. These Petitions are being filed on behalf of Sprint Communications Company, L.P.

I have only faxed the Petitions, given the voluminous nature of the exhibits. The exhibits will accompany the original Petition to be placed in the file. I have also e-filed the Petitions and the exhibits today. The original Petitions and exhibits will be mailed to you.

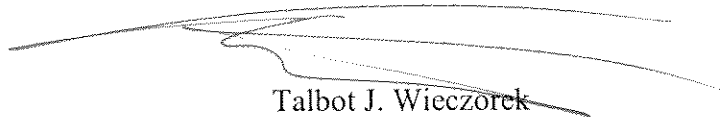
Pursuant to instructions of staff, I will not be providing ten copies because I have e-filed the entire Petitions and all exhibits.

GUNDERSON, PALMER, GOODSSELL & NELSON, LLP

Patrician Van Gerpen  
October 16, 2006  
Page 2

If you need anything additional from me for these filings, please let me know immediately.

Sincerely,

A handwritten signature in black ink, appearing to read "Talbot J. Wiczorek". The signature is written in a cursive style with several overlapping strokes.

Talbot J. Wiczorek

TJW:klw  
Enclosures

c: Mary Sisak  
Meredith Moore  
Clients

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

IN THE MATTER OF SPRINT )  
COMMUNICATIONS COMPANY L.P.'S )  
PETITION FOR CONSOLIDATED ) Docket No. \_\_\_\_\_  
ARBITRATION PURSUANT TO SECTION )  
252(B) OF THE COMMUNICATIONS ACT OF )  
1934, AS AMENDED BY THE )  
TELECOMMUNICATIONS ACT OF 1996, AND )  
THE APPLICABLE STATE LAWS FOR )  
RATES, TERMS AND CONDITIONS OF )  
INTERCONNECTION WITH INTERSTATE )  
TELECOMMUNICATIONS COOP. )  
)  
)

**PETITION FOR ARBITRATION AND REQUEST FOR CONSOLIDATION OF  
SPRINT COMMUNICATIONS COMPANY L.P.**

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## TABLE OF CONTENTS

I.	APPLICABLE LEGAL STANDARDS.....	4
II.	NAME, ADDRESS, TELEPHONE AND FACSIMILE NUMBERS OF THE PETITIONER AND ITS COUNSEL.....	6
III.	NAME, ADDRESS AND TELEPHONE NUMBER OF ILEC AND ITS COUNSEL.....	8
IV.	BRIEF SUMMARY OF THE NEGOTIATION HISTORY.....	8
V.	DATE OF INITIAL REQUEST FOR NEGOTIATION, AND DAY 135, DAY 160 AND NINE MONTHS AFTER THAT DATE.....	10
VI.	ISSUES RESOLVED BY THE PARTIES.....	10
VII.	UNRESOLVED ISSUES THAT ARE NOT BEING SUBMITTED FOR ARBITRATION.....	10
VIII.	UNRESOLVED ISSUES SUBMITTED FOR ARBITRATION.....	10
IX.	ISSUES TO BE ARBITRATED.....	11
X.	CONCLUSION.....	26

**PETITION FOR ARBITRATION  
AND REQUEST FOR CONSOLIDATION**

Sprint Communications Company L. P. ("Sprint"), by and through its attorneys, hereby petitions the South Dakota Public Utilities Commission ("Commission") to arbitrate, pursuant to SDCL 49-31-81 and ARSD 20:10:32:29-32, and Section 252(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (the "Act"), certain terms and conditions of a proposed Interconnection Agreement between Sprint and Interstate Telecommunications Coop. ("Interstate" or "ILEC") (hereafter, Sprint and Interstate are collectively referred to as the "Parties") for the State of South Dakota. Sprint is also filing a separate arbitration petition between Sprint and City of Brookings Utilities d/b/a Swiftel ("Swiftel") contemporaneously with this filing. Sprint, Interstate and Swiftel were involved in collective negotiations with several other South Dakota ILECs before these petitions were filed. Sprint, however, is only filing arbitration petitions against Interstate and Swiftel. Since the petitions contain many issues that are identical which could be addressed at the same time, thus limiting the burden on the Commission, Sprint respectfully requests the Commission to consolidate the petitions into one proceeding.

This Petition includes background information on the Parties, the history of Sprint's interconnection negotiations with Interstate, the Commission's jurisdiction and applicable legal standards, a comprehensive presentation of the unresolved issues including the positions of both Parties on all of the major issues, and each of the requirements set forth in ARSD 20:10:32:29. The Exhibits to the Petition set forth the following additional information: (1) the letters indicating the dates on which Sprint

requested negotiation of interconnection agreements under Sections 251 and 252<sup>1</sup> of the Act with each ILEC, triggering the arbitration schedule associated with this Petition, (attached hereto as Exhibit A); (2) documents indicating the Parties' agreed upon arbitration "window" under the Act (attached hereto as Exhibit B); (3) a Disputed Points List ("DPL") (attached hereto as Exhibit C); (4) the proposed Interconnection Agreement with Sprint's proposed language in bold underline format and Interstate's proposed language in bold italic format, and the agreed to language in normalized text (the "Proposed Interconnection Agreement") (attached hereto as Exhibit D); and, additional documentation pursuant to A.R.S.D. 20:10:32:29(7) (attached hereto as Exhibit E).

Sprint respectfully requests the Commission to resolve each of the issues identified in Section IX of this Petition by ordering the Parties to incorporate Sprint's proposed language and positions into the Interconnection Agreements that will result from this arbitration.

## **I. APPLICABLE LEGAL STANDARDS.**

1. This Commission has jurisdiction over this Petition for Arbitration pursuant to Section 252(b)(1) of the Act.<sup>2</sup> Under the Act, Parties negotiating for interconnection or resale of services within a particular state may petition the state commission for arbitration of any unresolved issues during the 135th to the 160th day of such negotiation.<sup>3</sup> Accordingly, Sprint files this Petition with the Commission on this date to preserve its rights under Section 252(b) of the Act and to seek relief from the Commission in resolving the outstanding disputes.

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<sup>1</sup> 47 U.S.C §§ 251 and 252.

<sup>2</sup> 47 U.S.C. § 251(b)(1).

<sup>3</sup> 47 U.S.C. § 252(b).

2. Pursuant to Section 252(b)(4)(C) of the Act,<sup>4</sup> this arbitration is to be concluded not later than nine months after date the ILEC received a request for negotiations, which in this case was November 10, 2005. The Parties extended the arbitration window April 10, 2006, May 15, 2006, June 9, 2006, July 11, 2006 and August 10, 2006. Therefore, the date applicable to Sprint's request for negotiation is May 10, 2006. By statute, the arbitration shall be concluded on or before February 10, 2007.

3. This arbitration must be resolved under the standards established in Sections 251 and 252 of the Act, the rules adopted and orders issued by the Federal Communications Commission ("FCC") in implementing the Act, and the applicable rules and orders of this Commission. Section 252 of the Act requires that a state commission resolve open issues through arbitration to:

- (1) ensure that such resolution and conditions meet the requirements of section 251, including the regulations prescribed by the [FCC] pursuant to section 251; [and]
- (2) establish any rates for interconnection, services, or network elements according to subsection (d) [of section 252].<sup>5</sup>

4. The Commission may, under its own state law authority, impose additional requirements pursuant to Section 252(e)(3) of the Act, as long as such requirements are consistent with the Act and the FCC's regulations.<sup>6</sup>

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<sup>4</sup> 47 U.S.C. § 252(b)(4)(C).

<sup>5</sup> 47 U.S.C. § 252(e).

<sup>6</sup> 47 U.S.C. § 252(e); *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, First Report and Order, 11 FCC Rcd. 13042, ¶¶ 233, 244 (1996) (*Local Competition Order*). See Also 47 U.S.C. § 251(d)(3) (contemplating that states may impose additional "access and interconnection obligations" over and above those required by federal law).

5. The Commission should make an affirmative finding that the rates, terms, and conditions that it prescribes in this proceeding are consistent with the requirements of Sections 251(a) and (b), and 252(d) of the Act.

6. Although Sprint has attempted to identify Interstate's position with respect to the issues contained herein, the position statements are by no means exhaustive and represent Sprint's best efforts to accurately identify the areas of disagreement between the Parties and to accurately reflect Interstate's positions as Sprint understands them as of the time of this filing. Sprint reserves its rights to address any ILEC position that may be presented in response to this Petition. Sprint also respectfully requests a reasonable opportunity to supplement this Petition to provide any additional information deemed necessary by the Commission. In the event the Parties are able to resolve additional issues after Sprint files this Petition, Sprint will file an amended DPL along with any other relevant documentation, prior to the hearing on this matter.

**II. NAME, ADDRESS, TELEPHONE AND FACSIMILE NUMBERS OF THE PETITIONER AND ITS COUNSEL.**

7. Sprint is a Delaware limited partnership with its principal place of business at 6200 Sprint Parkway, Overland Park, Kansas 66251. Sprint is a telecommunications carrier providing interexchange telecommunications services in South Dakota pursuant to Certificates of Service Authority issued by this Commission. Sprint maintains tariffs on file with the Commission describing the rates, terms, and conditions for its services, and files annual reports on its operations. The Commission also entered its Order Granting Amended Certificate of Authority, Docket No. TC96-156 authorizing Sprint to offer local



exchange telecommunications services “statewide throughout South Dakota”<sup>7</sup> (“CLEC certificate”). Sprint’s CLEC certificate also states that “with respect to rural telephone companies, Sprint will have to come before the Commission in another proceeding before being able to provide service in that rural service area. ....”

8. Contemporaneously herewith, or shortly after this Petition, Sprint intends to file an application seeking authority to operate in Interstate’s territory. Specifically, Sprint is seeking authority to operate in the following South Dakota exchanges for Interstate: Castlewood, Elkton, Estelline, Hayti, Lakenorden and White.

9. The names, addresses and contact information for Sprint's representatives in this proceeding are as follows:

Talbot J. Wieczorek  
Gunderson, Palmer, Goodsell & Nelson, LLP  
PO Box 8045  
Rapid City SD 57709  
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<sup>7</sup> CLEC Certificate, p. 1, ¶ 5.

**III. NAME, ADDRESS AND TELEPHONE NUMBER OF ILEC AND ITS COUNSEL.**

10. Interstate Telecommunications Cooperative's principal place of business is located at 312 Fourth Street West, Clear Lake, South Dakota 57226. Interstate is an Incumbent Local Exchange Carriers in this state within the meaning of Section 251(h) of the Act. Within its respective operating territories, ILEC has been the incumbent provider of telephone exchange service during all relevant times.

11. The names, addresses and contact information for ILECs' representatives during the negotiations with Sprint are as follows:

Interstate  
Telecommunications  
Cooperative

Meredith Moore  
Cutler & Donohoe, LLP  
100 North Phillips Avenue, 9<sup>th</sup> Floor  
Sioux Falls, South Dakota 57104  
Voice: (605) 335-4950  
Fax: (605) 335-4966

Jerry Heilberger  
General Manager  
312 Fourth Street West  
Clear Lake South Dakota 57226

**IV. BRIEF SUMMARY OF THE NEGOTIATION HISTORY.**

12. On November 10, 2005, Interstate received Sprint's request to negotiate an interconnection agreement ("RFN") pursuant to Sections 251 and 252 of the Act. Sprint included a proposed interconnection agreement with the RFN as a starting point for negotiations. Copies of Sprint's RFNs to Interstate, along with evidence of receipt of such RFN by Interstate, are attached hereto and incorporated herein as Exhibit A to the Petition.

13. On February 27, 2006, Bridgewater-Canistota Independent Telephone Company (“Bridgewater-Canistota”) and Vivian Telephone Company (“Vivian”) sent Sprint an entirely new proposed interconnection agreement. During a joint call with Sprint and the other South Dakota incumbent local exchange companies on March 3, 2006, Interstate agreed to use the agreement proposed by Vivian and Bridgewater-Canistota in the forthcoming negotiations. In an effort to precede with substantive negotiations with all of the incumbent local exchange companies, including Interstate, Sprint red-lined the new proposed agreement and sent it back to ILECs on March 9, 2006. Sprint and ILECs then began negotiations toward an interconnection agreement. On April 10, 2006, the Parties agreed to an extension of the arbitration window. On May 15, 2006, the Parties agreed to an additional extension of the arbitration window. On June 9, 2006, the Parties agreed to an additional extension of the arbitration window. The Parties agreed to additional extensions on July 11, 2006 and August 10, 2006. Interstate and Sprint have met with the intent to either come to agreement, or identify for the Commission those issues that remain in dispute between the Parties. The negotiations resolved a number of issues; however, the Parties have not resolved differences over contract language and policy issues that are substantial and critical to Sprint's business plans. Attached as Exhibit C is the Disputed Points List detailing the remaining disputes. Sprint asks the Commission to arbitrate each of these remaining disputes, to find in Sprint's favor, and to adopt Sprint's Interconnection Agreement. Sprint is willing to continue negotiating with Interstate in good faith after this Petition is filed, and hopes to resolve issues prior to any arbitration hearing.

**V. DATE OF INITIAL REQUEST FOR NEGOTIATION, AND DAY 135, DAY 160 AND NINE MONTHS AFTER THAT DATE.**

14. Interstate received Sprint's request to negotiate on November 10, 2005. Subsequent to the initial request, Sprint and Interstate agreed to a thirty day extension of the arbitration window on April 10, 2006. On May 15, 2006, by joint extension of the Parties, the arbitration window was extended. The Parties agreed to extend the arbitration window again on June 9, 2006, July 11, 2006 and August 10, 2006. The date 135 days after receipt of Sprint's request is September 21, 2006; the 160th day thereafter is October 16, 2006. Accordingly, pursuant to Act, the arbitration shall be concluded on or before February 10, 2007, nine months after ILEC's received Sprint's request for negotiation.

**VI. ISSUES RESOLVED BY THE PARTIES.**

15. The Parties have resolved many issues and negotiated contract language to govern the Parties' relationship, which is reflected in the proposed Interconnection Agreement in Exhibit D. These negotiated portions of the Agreement are shown in normal type. To the extent Interstate asserts that any of these provisions remain in dispute, Sprint reserves the right to present evidence and argument on why they should be resolved in the manner shown in Exhibit D.

**VII. UNRESOLVED ISSUES THAT ARE NOT BEING SUBMITTED FOR ARBITRATION**

16. There are no unresolved issues that are not being submitted for arbitration.

**VIII. UNRESOLVED ISSUES SUBMITTED FOR ARBITRATION.**

17. The primary issues in dispute are (1) the definition of End User for which traffic will be exchanged under the terms and conditions of the Agreement; (2) the method

of interconnection for the exchange of traffic between the Parties' End Users; (3) whether the interconnection trunks can be used for multi-use and multi-jurisdictional purposes; (4) compensation for terminating traffic subject to section 251(b)(5) of the Act; (5) whether Interstate is responsible for any facility or transit charges associated with their originated traffic; (6) the rates for direct interconnection facilities; and, (7) Local Number Portability.

18. The unresolved issues are set forth in the Disputed Points List, which is attached as Exhibit C. The DPL assigns each issue a number, identifies the section(s) of the Proposed Interconnection Agreement that is (are) affected by the issue, and sets forth the positions and the proposed language for the interconnection agreement of the Parties on each issue. As described in the DPL, terms and conditions to which the Parties have agreed are in normal text. Sprint's contract terms that Interstate opposes appear in **bold underline** text. Interstate's proposed terms that Sprint opposes appear in ***bold italic text***.

19. The attached DPL organizes the list of issues according to how they are presented in this Petition. The proposed language of the actual agreement, which contains all terms, disputed and agreed upon, is attached as Exhibit D.

## **IX. ISSUES TO BE ARBITRATED**

### **Issue No. 1:**

20. Should the definition of End User in this Agreement include end users of a service provider for which Sprint provides interconnection, telecommunications services or other telephone exchange services?

Related Agreement Provisions: Scope of the Agreement, Sections 1.1 and 1.2; Definition of End User, Section 2.5, and as the term is used throughout the document; Interconnection, Section 3.5.

**Sprint's Position:**

21. Yes. The definition of End User in the Interconnection Agreement should include end users of a service provider for which Sprint provides interconnection, telecommunications services or other telephone exchange services.

22. Neither the Act nor the FCC's implementing rules or orders limit a Telecommunications Carrier's ability to interconnect to those situations where the Telecommunications Carrier has a retail relationship with the end user customer. Indeed, the FCC has recognized the existence of a wholesale or third-party market for various network functions or elements by including their existence in its impairment criteria for ILEC unbundling rules.<sup>8</sup> Furthermore, the FCC has interpreted the will of Congress to mean it should look for innovative ways to encourage the development of facilities-based local competition by removing regulatory barriers to market entry.<sup>9</sup> More specifically, the FCC has recognized and endorsed the need for cooperative relationships among service providers whereby one provides a retail service and another provides PSTN interconnectivity.<sup>10</sup> Together Congress and the FCC recognize the importance of providing competitive carriers flexibility in how they deploy their services. This flexibility provides an environment in which communications services can be made available at just, reasonable and affordable rates from a variety of providers. And it is this flexibility that has enabled Sprint to partner with other competitive providers in bringing a competitive voice offering to consumers throughout the United States.

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<sup>8</sup> *In the Matter of Unbundled Access to Network Elements*, FCC Docket No. 04-290, Order on Remand, Feb. 4, 2005, including, but not limited to ¶¶ 113, 114, 116, 117, 122, 126, 127, and 134.

<sup>9</sup> *In re Vonage Holdings Corporation Petition for Declaratory Ruling Concerning an Order of the Minnesota Public Utilities Commission*, WC Docket No. 03-211, FCC 04-267, rel. November 12, 2004, ¶. 2 ("Vonage") and *In the Matter of Administration of the North American Numbering Plan*, CC Docket No. 99-200, FCC 05-20, rel. February 1, 2005, ¶ 6 ("SBCIS Order").

<sup>10</sup> Vonage at ¶ 8.

23. In this Arbitration, Sprint is seeking to interconnect with Interstate to offer competitive alternatives for voice services to consumers in South Dakota through a business model in which Sprint, together with other competitive service providers, provides local voice service to those consumers. Specifically, in South Dakota, Sprint has entered into a business arrangement with MCC Telephony, Inc. to support its South Dakota affiliate's (MCC Telephony of the Midwest, Inc.) ("MCC") offering of local and long distance voice services to the general public in the service territories of Interstate. This relationship enables MCC to enter and compete in the local and long distance voice market without having to "build" a complete telephone company. It allows Sprint to enter and compete in the local and long distance voice markets in Interstate's exchanges without having to lease last mile loops or unbundled network elements from Interstate.

24. While MCC will provide the "last mile" portion of the network which includes the MCC hybrid fiber coax facilities, the same facilities it uses to provide video and broadband Internet access, Sprint will provide all public switched telephone network (PSTN) interconnection utilizing Sprint's switch<sup>11</sup> (MCC does not own or provide its own switching) and the interconnection agreements Sprint has or will be negotiating with the rural incumbent local exchange carriers. Retail service will be provided in MCC's name and MCC will be responsible for its local network, marketing and sales, end-user billing, customer service and installation. Sprint will provide all number acquisition by using existing numbers or acquiring new numbers and will provide all number administration functions including the filing of number utilization reports (NRUF) with the North American Numbering Plan Administrator (NANPA). Sprint will perform the porting

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<sup>11</sup> Sprint will directly bill interexchange carriers for the any traffic carried to and from the proposed end users.

function, whether the port is from Interstate or a Competitive Local Exchange Carrier (“CLEC”) to Sprint or vice versa. Sprint will also be responsible for all inter-carrier compensation, including interstate and intrastate access and reciprocal compensation. Sprint will be responsible for such direct end-user services as operator services, directory assistance, and directory assistance call completion. Sprint will also provision 911 circuits to the appropriate Public Safety Answering Points (PSAP) through Interstate’s selective routers, perform 911 database administration, and negotiate contracts with PSAPs where necessary. Additionally, Sprint will place directory listings, on behalf of end-user customers, in the Interstate or third-party directories. In this business model, Sprint is a telecommunications carrier as defined in Section 153(44) of the Act, and Sprint offers its interconnection and other services indiscriminately to all carriers who desire Sprint’s services and who have comparable last-mile facilities to the cable companies.

25. Finally, it should be noted that Sprint already has existing interconnection agreements in place with incumbent local exchange carriers in several other states for the same business model that is the subject of this proceeding. Those agreements encompass the end users of a service provider for which Sprint provides interconnection, telecommunications services or other telephone exchange services. In these other states, Sprint is providing various telecommunications services (among other things, interconnection to the PSTN) to competing service providers and not directly to the retail end users. The states in which Sprint currently has such agreements with ILECs are Missouri, Minnesota, Kansas, Nebraska, Mississippi, Louisiana, Wisconsin, Ohio, Michigan, Illinois, Texas, New York, New Jersey, Georgia, Florida, Pennsylvania, Arizona, Iowa, Washington, Alabama, California and Massachusetts. In addition, the



Indiana Utility Regulatory Commission (“IURC”) recently issued its arbitration decision in Cause No. 43051-INT-01, consolidated with 43053-INT-01 and 43055-INT-1 on September 6, 2006. Therein, the IURC ruled in Sprint’s favor on this issue. Sprint and the relevant ILECs must submit a conforming agreement within thirty calendar days of the issuance of the IURC’s order. Sprint is simply requesting an end user definition to facilitate the same arrangement with Interstate that Sprint has successfully negotiated or arbitrated with these other ILECs.

***Interstate Position:***

26. No. The interconnection agreement between Sprint and Interstate should be limited to the provision of service to benefit Sprint retail end users only and should not be used by Sprint to serve its wholesale customer’s end users.

**Issue No. 2:**

27. Should the Interconnection Agreement permit the Parties to combine wireless and wireline traffic on interconnection trunks?

Related Agreement Provisions: Scope of the Agreement, Section 1.1; Definition of Local Traffic, Section 2.16, and as used the term is used throughout the document; Definition of Telecommunications Traffic, Section 2.24, and as the term is used throughout the document; Definition of Percent Local Usage (PLU), Section 2.19, and as the term is used in Section 8.2.2; Interconnection, Section 3.5; and, Interconnection Facility, Section 5.5.

**Sprint’s Position:**

28. Yes. The proposed Interconnection Agreement should allow the Parties to combine wireless and wireline traffic onto interconnection trunks. Multi-use (i.e., wireless and wireline) trunking is the most efficient way to interconnect and also eliminates the need to negotiate separate interconnection agreements. There is no technical reason why

wireless and wireline traffic should be segregated onto different interconnection trunks. Interstate can benefit from this more efficient form of interconnection because multi-use trunking will require fewer ports to be used on Interstate's switches, fewer trunks will have to be provisioned, and fewer orders will have to be processed.

29. Sprint has agreed to be responsible for compensation for all traffic that is terminated over the interconnection facilities. Moreover, Sprint will provide industry standard call records that can be used for billing purposes. Sprint also agrees to provide the necessary records for audit purposes to ensure accurate billing. All 251(b)(5) traffic, whether wireline or wireless, is subject to reciprocal compensation. Under these circumstances, there is minimal exposure to Interstate for lost compensation due to inaccurate identification and billing of traffic. Accordingly, the Commission should approve Sprint's proposed multi-use trunking language.

***Interstate Position:***

30. Although Interstate's position to exclude the Sprint multi-use trunking language and related definitions in this Agreement is not entirely clear, apparently Interstate fears it will not be compensated appropriately (i.e. reciprocal compensation for wireline and wireless traffic) for traffic which is terminated onto the interconnection trunks.

**Issue No. 3:**

31. Should the Interconnection Agreement permit the Parties to combine all traffic subject to reciprocal compensation charges and traffic subject to access charges onto interconnection trunks?

Related Agreement Provisions: Scope of the Agreement, Sections 1.1 and 1.2; Definition of Traffic, Section 2.25 and as the term is used throughout the document;

Definition of Percent Local Usage (PLU), Section 2.19, and as the term is used in Section 8.2.2; Interconnection, Sections 3.4 and 3.6; and, Intercarrier Compensation, Sections 8.2.1 and 8.2.2.

**Sprint's Position:**

32. Yes. The proposed Interconnection Agreement should allow the Parties to combine all traffic subject to reciprocal compensation charges and all traffic subject to access charges onto interconnection trunks. Multi-jurisdictional (i.e., reciprocal compensation and access) trunking is the most efficient way to interconnect.

33. Sprint has agreed to be responsible for compensation for all traffic that is terminated over the interconnection facilities. Moreover, Sprint will provide industry standard call records that can be used for direct billing or development of factors (percent interstate usage ("PIU") and percent local usage ("PLU")). Sprint also agrees to provide the necessary records for audit purposes to ensure accurate billing. Under these circumstances, there is minimal exposure to Interstate for lost compensation due to inaccurate identification and billing of traffic. Accordingly, the Commission should approve Sprint's proposed multi-jurisdictional trunking language.

***Interstate Position:***

34. Although Interstate's position to exclude the Sprint multi-jurisdictional language and related definitions in this Agreement is not entirely clear, apparently Interstate fears it will not be compensated appropriately (i.e. reciprocal compensation rates versus switched access rates) for traffic that is terminated onto the interconnection trunks.

**Issue No. 4:**

35. Should the Interconnection Agreement contain provisions for indirect interconnection consistent with Section 251(a) of the Act?

Related Agreement Provisions: Definition of Interconnection, Section 2.10; Indirect Traffic Interconnection, Sections 6.1 and 6.2; and, Dialing Parity, Section 9.1.

**Sprint's Position:**

36. Yes. Section 251(a) of the Act requires each telecommunications carrier to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers.

37. The plain language and the structure of section 251(a) establish that all telecommunications carriers, including Interstate, have an independent and ongoing obligation to interconnect directly or indirectly with other telecommunications carriers. To find otherwise would render section 251(a) moot. Interstate cannot dictate that Sprint interconnect with it directly.

***Interstate Position:***

38. Although Interstate's position on excluding indirect interconnection provisions in the Agreement is not entirely clear, apparently Interstate does not believe that it should be required to pay transit fees for ILEC-originated wireline traffic when interconnection is accomplished indirectly.

**Issue No. 5:**

39. In an indirect interconnection scenario, is the ILEC responsible for any facility or transit charges related to delivering its originating traffic to Sprint outside of its exchange boundaries?

Related Agreement Provisions: Indirect Traffic Interconnection, Sections 6.3 and 6.4.

**Sprint's Position:**

40. Yes. Interstate, as the originating party, is responsible to pay transit charges related to the delivery of Interstate-originated traffic to Sprint outside of Interstate's exchange boundaries. Under the FCC's Calling Party Network Pays ("CPNP") regime, the originating party is responsible for payment of reciprocal compensation to the terminating network party and is responsible for all costs associated with the delivery of its originated telecommunications traffic to the terminating party. As the FCC stated in its Intercarrier Compensation Reform Notice of Proposed Rulemaking, "[u]nder current Commission rules interpreting the reciprocal compensation obligations of *incumbent* LECs, the calling party's LEC must compensate the called party's LEC for the additional costs associated with transporting the call from the carriers' interconnection point to the called party's end office, and for the additional costs of terminating the call to the called party"<sup>12</sup> (emphasis in original).

41. In addition, 47 CFR § 51.703(b) states:

"A LEC may not assess charges on any other telecommunications carrier for telecommunications traffic that originates on the LEC's network."

This rule makes it clear that the terminating party cannot be assessed charges for traffic it receives from the originating party. This issue of the originating party being responsible for transit has been favorably decided by multiple state commissions including Illinois, Pennsylvania, Georgia, Tennessee, Iowa, and most recently, Indiana. Accordingly, Sprint's proposed language regarding Interstate's responsibility to pay transit charges

---

<sup>12</sup> *In the Matter of Developing a Unified Intercarrier Compensation Regime*, FCC-01-132, CC Docket No. 01-92, Notice of Proposed Rulemaking, rel. April 27, 2001, at ¶8 (emphasis in original).

related to the delivery of Interstate-originated traffic to Sprint outside of Sprint exchange boundaries should be adopted.

***Interstate Position:***

42. Sprint must pay for the delivery of Interstate's-originated traffic outside of its exchange boundary area.

**Issue No. 6:**

43. What Direct Interconnection Terms should be contained in the Interconnection Agreement?

Related Agreement Provisions: Interconnection Sections 3, 3.1, 3.1.1, 3.1.1.1, 3.1.1.2, 3.2, 3.3, 3.4, Interconnection Facility, Sections 5.1, 5.1.1, 5.1.2, 5.1.3, 5.1.4, 5.1.5, 5.1.6, 5.2, 5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5.

**Sprint's Position:**

44. Sprint agrees with Interstate that each party is responsible for the costs and any requirements on its side of the point of interconnection ("POI"). Sprint, however, disagrees with Interstate on the location and number of POIs. Sprint proposes to establish a POI on Interstate's network to deliver Sprint-originated traffic and for Interstate to establish a POI on Sprint's network to deliver Interstate-originated traffic. Additionally, if the parties were to agree or the Commission was to order the parties to share the cost of a two-way interconnection facility as discussed in Issue 8, Sprint would agree to establish a POI on Interstate's network for the mutual exchange of traffic.

***Interstate Position:***

45. The parties will mutually agree to a POI within Interstate's local exchange area.

**Issue No. 7:**

46. What are the appropriate rates for direct interconnection facilities?

Related Agreement Provisions: Interconnection Facility, Sections 5.3 and 5.4.

**Sprint's Position:**

47. A forward-looking pricing methodology is appropriate to determine a just and reasonable rate for the interconnection facilities provided by Interstate to Sprint. In fact, 47 U.S.C. 201(b) requires that all charges related to communication services, including interconnection facilities, provided under the Act be "just and reasonable." Both Congress and the FCC recognized that interconnection is fundamental to competition and that the imposition of uneconomic interconnection costs would pose a barrier to competition. Specifically, 47 U.S.C. § 252(d)(1) sets out the pricing standard for interconnection, stating:

"Determinations by a State commission of the just and reasonable rate for the interconnection of facilities and equipment for purposes of subsection c(2) of section 251...shall be based on the cost (*determined without reference to a rate-of-return or other rate-based proceeding*) of providing the interconnection..., nondiscriminatory, and may include a reasonable profit." (Emphasis supplied.)

As the Supreme Court noted:

As to pricing, the Act provides that when incumbent and requesting carriers fail to agree, state commissions will set a "just and reasonable" and "nondiscriminatory" *rate for interconnection* or the lease of network elements based on "the cost of providing the . . . network element," which "may include a reasonable profit." n15 § 252(d)(1). In setting these rates, the state commissions are, however, subject to that important limitation previously unknown to utility regulation: *the rate must be "determined without reference to a rate-of-return or other rate-based proceeding."* *Ibid.* In *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366, 384-385, 142 L. Ed. 2d 834, 119 S. Ct. 721 (1999), this Court upheld the FCC's jurisdiction to impose a new

methodology on the States when setting these rates. (Emphasis supplied.)<sup>13</sup>

48. The implementing regulations for the Act require that when determining the LEC's cost pursuant to Section 252(d)(1)(A)(1), a state commission must employ a "forward-looking cost methodology." See 47 C.F.R § 51.505 (setting forth the total element long run incremental cost methodology (TELRIC) as the appropriate forward-looking methodology).<sup>14</sup> By adopting TELRIC, the FCC specifically rejected ILEC arguments to base rates on embedded costs or other historical rate-setting methodologies. The FCC clearly understood, as Congress understood, that the imposition of high interconnection costs is a barrier to competition. The FCC concluded that ILEC rates for interconnection must be based on efficient forward-looking costs to be consistent with the Act and to "prevent incumbent LECs from inefficiently raising costs in order to deter entry."<sup>15</sup> The FCC last year reaffirmed that ILEC interconnection facility rates should be cost-based.<sup>16</sup> Consistent with the intent of Congress and the FCC that interconnection not be permitted to be a barrier to competition, the Commission should require ILECs to provide direct interconnection facilities at rates based on a forward-looking pricing methodology.

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<sup>13</sup> *Verizon Communications Inc. v. FCC*, 535 U.S. 467, 493; 152 L.Ed. 2d 701; 726 122 S. Ct. 1646, 1663 (2002). ("Verizon").

<sup>14</sup> See *Verizon* (holding that TELRIC methodology conforms to the requirements of the Act).

<sup>15</sup> Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, First Report and Order, 11 FCC Rcd 15499 at ¶743 (1996).

<sup>16</sup> *In the Matter of Unbundled Access to Network Elements*, WC Docket No. 04-313, Order on Remand, 20 FCC Rcd 2533 at ¶140 (2005) (Triennial Review Remand Order) "We note in addition that our finding of non-impairment with respect to entrance facilities does not alter the right of competitive LECs to obtain interconnection facilities pursuant to section 251(c)(2) for the transmission and routing of telephone exchange service and exchange access service. Thus competitive LECs will have access to these facilities at cost-based rates to the extent they require them to interconnect with the incumbent LEC's network."



***Interstate Position:***

49. Interstate believes that special access rates should apply to direct interconnection facilities.

**Issue No. 8:**

50. When a two-way interconnection facility is used, should Sprint and Interstate share the cost of the Interconnection Facility between their networks based on their respective percentages of originated traffic?

Related Agreement Provisions: Interconnection Facility, Sections 5.2, Schedule 1, 5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5 and 5.4.

**Sprint's Position:**

51. Yes. Sprint and Interstate are required to share the cost of the Interconnection Facility between their networks based on their respective percentages of originated traffic.

52. 47 C.F.R. §51.709(b) states “the rate of a carrier providing transmission facilities dedicated to the transmission of traffic between two carriers’ networks shall recover only the costs of the proportion of the trunk capacity used by an interconnecting carrier to send traffic that will terminate on the providing carrier’s network.”<sup>17</sup> In addition, 47 C.F.R §51.703(b) states that “a LEC may not assess charges on any other telecom carrier for the telecom traffic that originated on the LEC’s network.”<sup>18</sup> Together, these rules dictate that both carriers bear a responsibility for the cost of the interconnection facility because each party is using the interconnection facility to deliver traffic to the other party. Sprint’s proposed language is consistent with the applicable law, and therefore the Commission should adopt it.

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<sup>17</sup> 47 CFR §51.709(b).

<sup>18</sup> 47 CFR §51.703(b).

53. Further, the FCC has found that an ILEC may not limit its responsibility even though it cannot control the distance over which it may be required to purchase transport to deliver its originating traffic to the competing carrier's network.<sup>19</sup> Sprint's proposed language allocates the cost of the facility used for interconnection by the application of a credit based on the portion of the traffic originated by Interstate when the facility is leased from Interstate. If Interstate is unable to apply a credit or if Sprint provides the facility (e.g. self-provisioned or leased from a third party), Sprint will bill Interstate for a portion of the facility based on the percentage of traffic originated by Interstate.<sup>20</sup>

***Interstate Position:***

54. Interstate's position is that it should not share the cost of the Interconnection Facility between Sprint's and Interstate's networks based on each party's respective percentage of originated traffic.

**Issue No. 9:**

55. What is the appropriate reciprocal compensation rate for the termination of Telecommunications Traffic, as defined by Sprint in the Agreement?

Related Agreement Provisions: Intercarrier Compensation, Section 8.1.1 and Schedule 1.

**Sprint's Position:**

56. To date, Interstate has not proposed a reciprocal compensation rate for the termination of Telecommunications Traffic (251(b)(5) wireless and wireline traffic).

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<sup>19</sup> *Verizon Virginia Order* at ¶66 (“We also will not prohibit distance-sensitive rates when Verizon uses petitioners’ facilities to transport traffic originating on its network to petitioners’ networks.”) and ¶ 68 (recognizing that because the rules allow the competing carrier to choose the POI between the two carriers networks, the ILEC “cannot control the distance over which it may be required to purchase transport.”).

<sup>20</sup> Burt 2006 Rebuttal Testimony, p. 27, Sections 19.9.5 and 19.9.6.

Therefore, Sprint proposes that the Parties exchange Telecommunications Traffic on a bill and keep basis until such time as the traffic is significantly out of balance. Once the traffic is significantly out of balance, the Parties should compensate each other for terminating traffic at a rate that has been developed using a forward-looking pricing methodology.

***Interstate Position:***

57. Interstate's position is that a reciprocal compensation rate should be established for intercarrier compensation purposes, but Interstate has not provided a proposed rate as of the time of this filing.

**Issue No. 10:**

58. Should Sprint's proposed language regarding Local Number Portability be adopted and incorporated into the Interconnection Agreement?

Related Agreement Provisions: Local Number Portability, Sections 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, and 10.8.

**Sprint's Position:**

59. Yes. Interstate has an obligation to provide Number Portability to Sprint. Sprint submitted two bona fide requests to Interstate; one dated March 6, 2006 covering one set of rate centers and the other dated March 20, 2006 covering another set of rate centers.<sup>21</sup> Interstate acknowledged receipt of both letters<sup>22</sup> According to 47 C.F.R. § 52.23(c), Interstate was required to make number portability available within six months of Sprint's request. The six month deadline has now passed and Interstate should have LNP capability. Accordingly, the Commission should adopt Sprint's language to be incorporated into the Agreement as it fully complies with all applicable federal and state laws, rules and regulations related to number portability. Even if Interstate has not

---

<sup>21</sup> See Exhibit F.

<sup>22</sup> Id.

implemented LNP as required by law, the language should be adopted into the agreement to address LNP when Interstate becomes LNP compliant

***Interstate Position:***

60. Interstate believes that since it has not yet operationalized Number Portability, the language should not be included in the Agreement.

**Issue No. 11:**

61. Should the Interstate-proposed Directory Listing provisions, as modified by Sprint, be adopted and incorporated into the Interconnection Agreement?

Related Agreement Provisions: Directory Listings and Distribution Services, Sections 15.2 and 15.3.

**Sprint's Position:**

62. Yes. The Interstate proposed Directory Listing provisions, as modified by Sprint, should be adopted and incorporated into the Interconnection Agreement. Sprint's language is more relevant as to how the Parties will actually address the Directory Listing aspects of the business between them and therefore should be adopted by the Commission.

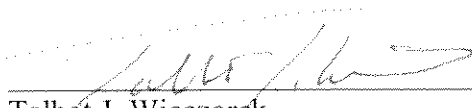
***Interstate Position:***

63. Sprint does not know Interstate's position for excluding the Sprint modifications to the Interstate language.

**X. CONCLUSION**

64. Sprint respectfully requests the Commission to arbitrate each of the remaining disputes between Sprint and Interstate, to find in Sprint's favor and to adopt Sprint's proposed contract language.

Respectfully submitted this 16 day of October 2006.



---

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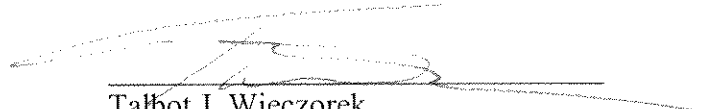
ATTORNEYS FOR  
SPRINT COMMUNICATIONS COMPANY L.P.

## CERTIFICATE OF SERVICE

The undersigned certifies that on this 16 day of October 2006, a copy of Sprint's

Petition for Arbitration was served via email and first class mail to:

Meredith Moore  
Cutler & Donohoe, LLP  
100 North Phillips Avenue, 9<sup>th</sup> Floor  
Sioux Falls, South Dakota 57104  
Voice: (605) 335-4950  
Fax: (605) 335-4966  
Email: Meredithm@culterlawfirm.com



Talbot J. Wiczorek  
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Email: [tjw@gpgnlaw.com](mailto:tjw@gpgnlaw.com)



Jack Weyforth  
Interconnection Solutions  
6330 Sprint Parkway  
KSOPHA0310- 3B422  
Overland Park, KS 66251  
(913) 762-4340 (W)  
(913) 762-0117 (F)

Via Overnight Courier, Return Receipt Requested

November 9, 2005

Jerry Heiberger  
General Manager  
Interstate Telecommunications Coop  
312 Fourth Street West  
PO Box 920  
Clear Lake, SD 57226

*Corrections to the first Request for Interconnection sent on 11/3/05.*

Re: Request for Interconnection with Interstate Telecommunications Coop ( South Dakota )

Dear Mr.Heiberger:

This letter is to serve as a request to negotiate an interconnection agreement in the state of South Dakota pursuant to Section 251 and 252 of the Telecommunications Act of 1934 as amended (the "Act") between Sprint Communications Company L.P. ("Sprint"), a competitive local exchange carrier and Interstate Telecommunications Coop, an incumbent local exchange carrier. Sprint requests an interconnection agreement which encompasses the carrier duties of:

- 251(a) direct and indirect interconnection, including N11
- 251(b)5 Reciprocal Compensation
- 251(b)2 Number Portability
- 251(b)3 Dialing Parity

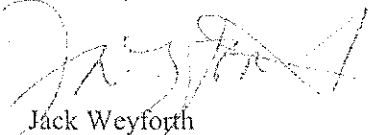
It is also a request for negotiations as provided for in 47 U.S.C. §252(b) (1) and establishes the statutory timelines as identified in the Act. Should negotiations not be completed between the 135<sup>th</sup> and 160<sup>th</sup> day after the receipt of this letter, March 24, 2006 and April 18, 2006 respectively, either party may petition the state commission to arbitrate unresolved issues.

In addition to the duties listed above, Sprint is also interested in discussing directory listings and directory distribution.

Sprint also requests, as provided for in 47 U.S.C. §251(b) 2 under the provisions and timelines established in 47 CFR 52.23(b) and (c), a list of Interstate Telecommunications Coop switches for which number portability 1) is available, 2) has been requested but is not yet available or 3) has not yet requested. This can be sent to me at the address shown above.

Please also provide me with your company's point of contact for negotiations. Sprint would like to start discussions using the attached draft interconnection agreement that contains Sprint's proposed terms and conditions for the above carrier duties, directory listings and directory distribution.

Sincerely,

A handwritten signature in black ink, appearing to read "Jack Weyforth", written over a faint, illegible background.

Jack Weyforth  
Sprint Communications Company L.P.

attachment





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Printable Version | Quick Help

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Detailed Results

Tracking number 791266263128  
Signed for by J.KASTEN  
Ship date Nov 9, 2005  
Delivery date Nov 10, 2005 9:44 AM  
Status Delivered

Reference 00652  
Destination CLEAR LAKE, SD  
Service type Standard Overnight

Wrong Address?  
Reduce future mistake  
FedEx Address Check  
  
Tracking a FedEx Sm  
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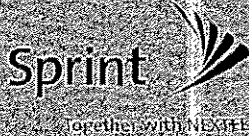
Enter your email, submit up to three email addresses (separated by commas), add your message (optional), and click Send email.

From

To

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Send email



Sprint Nextel  
6450 Sprint Parkway  
KSOPHN0217-25200  
Overland Park, KS 66251  
Office: (913) 315-9134 Fax: (913) 573-2738  
monica.barone@sprint.com

Monica M. Barone  
Senior Counsel

April 10, 2006

**Via Overnight and Electronic Mail**

Meredith Moore  
Cutler & Donahoe, LLP  
100 N. Phillips Avenue, 9th Fl.  
Sioux Falls, SD 57104-6725

Re: Negotiation Timeframe pursuant to Section 252 of the Telecommunications Act of 1934 as amended (the "Act") for Interstate Telecommunications Cooperative, Inc. and Sprint Communications Company L.P. ("Sprint") for the State of South Dakota

Dear Ms. Moore:

This letter memorializes our agreement regarding the date on which Interstate Telecommunications Cooperative, Inc. ("Interstate") received Sprint's request for negotiations of an Interconnection Agreement pursuant to §252(b)(1) of the Act. For purposes of §252 of the Act, Sprint and Interstate agree that Interstate received Sprint's request for negotiations on December 10, 2005. Based on that date, the 135<sup>th</sup> day (the opening of the arbitration window will fall on April 23, 2006, and the 160<sup>th</sup> day (closing of the arbitration window will fall on May 18, 2006).

Please fax the signed copy to me by close of business today. Should you have any questions, please do not hesitate to contact me.

Very truly yours,



Monica M. Barone

Please indicate Interstate's agreement with the above by signing below.

By: Meredith A Moore

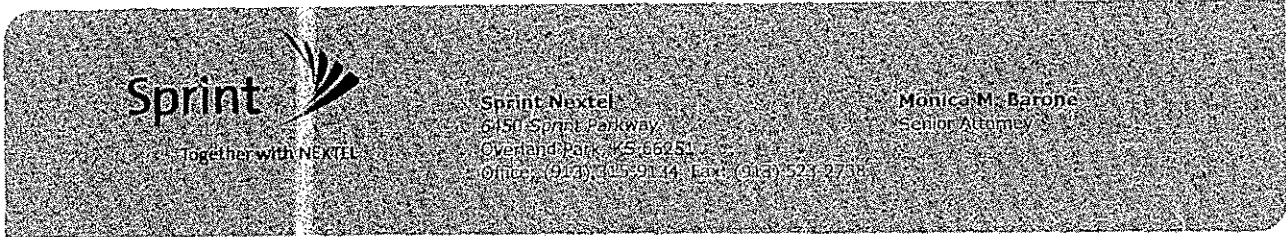
Meridith Moore  
Printed Name

4/10/06  
Date:

cc: Jerry Heiberger

04/10/2006 03:47PM

EXHIBIT B



May 15, 2006

**Via Overnight and Electronic Mail**

Meredith Moore  
Cutler & Donahoe, LLP  
100 N. Phillips Avenue, 9th Fl.  
Sioux Falls, SD 57104-6725

Re: Negotiation Timeframe pursuant to Section 252 of the Telecommunications Act of 1934 as amended (the "Act") for Interstate Telecommunications Cooperative, Inc. and Sprint Communications Company L.P. ("Sprint") for the State of South Dakota

Dear Ms. Moore:

This letter memorializes our agreement regarding the date on which Interstate Telecommunications Cooperative, Inc. ("Interstate") received Sprint's request for negotiations of an Interconnection Agreement pursuant to §252(b)(1) of the Act. For purposes of §252 of the Act, Sprint and Interstate agree that Interstate received Sprint's request for negotiations on January 9, 2006. Based on that date, the 135<sup>th</sup> day (the opening of the arbitration window will fall on May 23, 2006, and the 160<sup>th</sup> day (closing of the arbitration window will fall on June 17, 2006).

Please fax the signed copy to me by close of business today. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Monica M. Barone

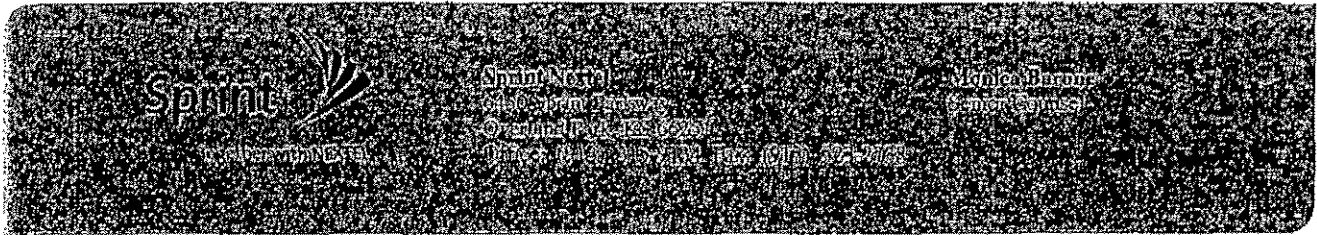
Please indicate Interstate's agreement with the above by signing below.

By: Meredith A. Moore

Meridith Moore  
Printed Name

5/15/06  
Date:

cc: Jerry Heiberger



June 9, 2006

Via Overnight and Electronic Mail

Ryan J. Taylor  
 Cutler & Donahoe, LLP  
 100 N. Phillips Avenue, 9<sup>th</sup> Floor  
 Sioux Falls, SD 57104-6725

Re. Negotiation Timeframe pursuant to Section 252 of the Telecommunication Act of 1934 as amended (the "Act") for Interstate Telecommunications Cooperative, Inc. and Sprint Communications Company L.P. ("Sprint") for the State of South Dakota

Dear Mr. Taylor:

This letter memorializes our agreement regarding the date on which Interstate Telecommunications Cooperative, Inc. ("Interstate") received Sprint's request for negotiations of an Interconnection Agreement pursuant to §252(b)(1) of the Act. For purposes of §252 of the Act, Sprint and Interstate agree that Interstate received Sprint's request for negotiations on February 8, 2006. Based on that date, the 135<sup>th</sup> day (the opening of the arbitration window will fall on June 22, 2006, and the 160<sup>th</sup> day (closing of the arbitration window will fall on July 17, 2006).

Please fax the signed copy to me by close of business today. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Monica M. Barone

Please indicate Interstate's agreement with above by signing below.

By:

Ryan J. Taylor  
 Printed Name

June 9 2006  
 Date:

cc: Jerry Heiberger

mmb/slg



together with NEXTEL

Sprint Nextel  
6100 Sprint Parkway  
Overland Park, KS 66251  
Office: (913) 415-9134 Fax: (913) 528-2738

Monica Barone  
Senior Counsel

July 11, 2006

Via Overnight and Electronic Mail

Meredith A. Moore  
Cutler & Donahoe, LLP  
100 N. Phillips Avenue, 9<sup>th</sup> Floor  
Sioux Falls, SD 57104-6725

Re. Negotiation Timeframe pursuant to Section 252 of the Telecommunication Act of 1934 as amended (the "Act") for Interstate Telecommunications Cooperative, Inc. and Sprint Communications Company L.P. ("Sprint") for the State of South Dakota

Dear Ms. Moore:

This letter memorializes our agreement regarding the date on which Interstate Telecommunications Cooperative, Inc. ("Interstate") received Sprint's request for negotiations of an Interconnection Agreement pursuant to §252(b)(1) of the Act. For purposes of §252 of the Act, Sprint and Interstate agree that Interstate received Sprint's request for negotiations on March 10, 2006. Based on that date, the 135<sup>th</sup> day (the opening of the arbitration window will fall on July 22, 2006, and the 160<sup>th</sup> day (closing of the arbitration window will fall on August 16, 2006).

Please fax the signed copy to me by close of business today. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Monica M. Barone

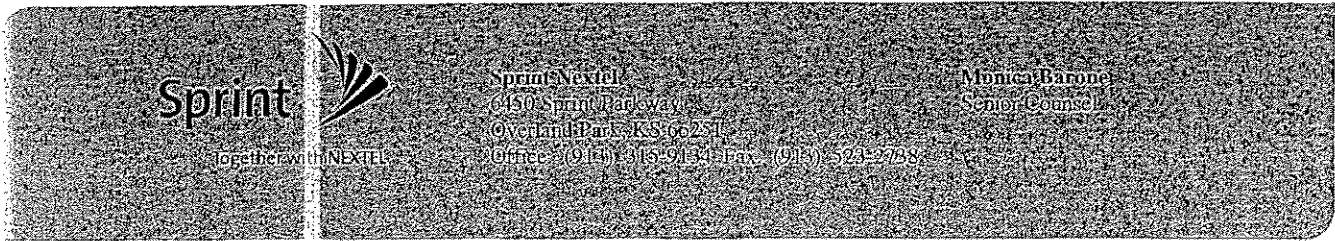
Please indicate Interstate's agreement with above by signing below.

By: Meredith A. Moore

Meredith A. Moore  
Printed Name

7/11/06  
Date:

cc: Jerry Heiberger  
mmb/sg



August 10, 2006

Via Overnight and Electronic Mail

Meredith A. Moore  
 Cutler & Donahoe, LLP  
 100 N. Phillips Avenue, 9<sup>th</sup> Floor  
 Sioux Falls, SD 57104-6725

Re. Negotiation Timeframe pursuant to Section 252 of the Telecommunication Act of 1934 as amended (the "Act") for Interstate Telecommunications Cooperative, Inc. and Sprint Communications Company L.P. ("Sprint") for the State of South Dakota

Dear Ms. Moore:

This letter memorializes our agreement regarding the date on which Interstate Telecommunications Cooperative, Inc. ("Interstate") received Sprint's request for negotiations of an Interconnection Agreement pursuant to §252(b)(1) of the Act. For purposes of §252 of the Act, Sprint and Interstate agree that Interstate received Sprint's request for negotiations on May 10, 2006. Based on that date, the 135<sup>th</sup> day (opening of the arbitration window) will fall on September 21, 2006. The 160<sup>th</sup> day (closing of the arbitration window) will fall on October 16, 2006.

Please fax the signed copy to me by close of business today. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Monica M. Barone

Please indicate Interstate's agreement with above by signing below.

By: Meredith A. Moore  
 Meredith A. Moore

Date: 8/10/06

cc: Jerry Heiberger  
 mmb/slg

**Disputed Points List**  
**Sprint Communications Company L.P. / Interstate Telecommunications Cooperative, Inc.,**  
**Dated: October 11, 2006**

**Sprint Terms in Bold Underline (Opposed by ILEC) ILEC Terms in Bold Italics (Opposed by Sprint)**  
 Agreed Terms in Normal Text

Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
<p><b>Issue No. 1</b></p> <p>Definitions Section 2.5 Definition of End User. And as the term appears throughout the document: 3<sup>rd</sup> Recital, 1.2, 2.15, 3.5, 4.2, 5.6, 7.1, 9.1, 9.2, 9.3, 10.5, 10.6, 10.7, 10.8, 11.1, 13.3, 15.1, 15.2, 15.3, 15.4, 15.5, 15.6, 15.7, 15.8, 15.10, 15.11, 15.13,</p> <p>Scope of the Agreement - Section 1.1</p>	<p>Should the definition of End User in this Agreement include end users of a service provider for which Sprint provides interconnection, telecommunications services or other telephone exchanges services?</p>	<p>Sec. 2.5:  <b><u>End User means the residential or business subscriber or other ultimate user of telecommunications services provided by either of the Parties or, when Sprint has a business arrangement with a third party last mile provider for interconnection services, the ultimate user of voice services provided by the last mile provider.</u></b></p> <p><i>End User means the residence or business subscriber that is the ultimate user of retail telecommunications services provided by either of the Parties.</i></p> <p>Sec. 1.1:  <b><u>This Agreement may be used by Sprint to provide retail services or wholesale services to third-party customers. The third-party Telecommunications Traffic and traffic subject to access Sprint delivers to ILEC, including CMRS Traffic, is treated under this Agreement as Sprint Traffic, and all billing associated with the Telecommunications Traffic and Traffic will be in the name of Sprint subject to the</u></b></p>	<p>Yes, The definition of End User should include end users of a service provider for which Sprint provides interconnection, telecommunications services or other telephone exchange services.</p>	<p>No, the End User definition should not include any end users other than Sprint's retail customer.</p>

**Disputed Points List**  
**Sprint Communications Company L.P. / Interstate Telecommunications Cooperative, Inc.,**  
**Dated: October 11, 2006**

Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
Section 1.2		<p><b><u>terms and conditions of this Agreement.</u></b></p> <p>Sec. 1.2  This Agreement addresses the terms and conditions under which Sprint and TELCO agree to exchange <i>only Local Traffic</i> between their respective networks. <i>End Users, as specified in Schedule I, at the Point of Interconnection ("POI") in accordance with this Agreement. All traffic that either Party may deliver to the POI that falls outside of the definition of Local Traffic shall not be subject to the terms and conditions of this Agreement (the "Excluded Traffic"), but may be subject to other arrangements and/or tariffs of the Parties that shall govern the intercarrier compensation treatment of such Excluded Traffic. The Parties further agree to strictly construe the definition of Local Traffic and to ensure that each will abide by the additional terms and conditions of Section _ regarding facilities and traffic as addressed in this agreement.</i></p>		
Interconnection - Section 3.5		<p>Sec 3.5:  <i>This Agreement is applicable only for the exchange of Local Traffic. Both Parties agree to deliver only traffic within the scope of this Agreement over the connecting facilities as specified in Schedule I. Neither Party shall provide an intermediary or transit traffic function for the other Party's connection of its</i></p>		

**SPRINT's Language (bold and underlined)**  
***ILEC's Language (bold and italic)***  
Agreed Language (Normal)



**Disputed Points List**  
**Sprint Communications Company L.P. / Interstate Telecommunications Cooperative, Inc.,**  
**Dated: October 11, 2006**

Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
		<p><i>End Users to the users of a third party telecommunications carrier, third party Information Service Provider, or third party cable television service provider unless there are agreements in place between and among TELCO, CLEC and each third party. This Agreement does not obligate either Party to utilize any intermediary or transit traffic function of either the other Party or any third party provider of transit services. This Agreement does not obligate either Party to provide an intermediary or transit traffic service.</i></p>		
<p><b>Issue No. 2</b></p> <p>Section 2.16 - Definition of Local Traffic. And as the term appears throughout the document: 3<sup>rd</sup> Recital, 1.2, 1.3, 2.21, 3.2, 3.4, 3.5, 3.6, 8.1</p> <p>Sec. 2.19 Definition of</p>	<p>Should the Interconnection agreement permit the Parties to combine wireless and wireline traffic on interconnection trunks?</p>	<p>Sec. 2.16:  <b><i>Local Traffic is defined by 47. C.F.R. 51.5, which provides that telephone exchange service is (1) A service within a telephone exchange, or within a connection system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge or (2) a comparable service provided through a system of switched, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.</i></b></p> <p>Sec. 2.19:  <u>Percent Local Usage ("PLU")</u> is a calculation</p>	<p>Yes, the Parties should be allowed to combine all wireless and wireline traffic, on the interconnection trunks.</p>	<p>No, the agreement should be limited to local wireline traffic only.</p>

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**Dated: October 11, 2006**

Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
<p>Percent Local Usage And as the term is used in 8.2.2</p> <p>Definitions Section 2.24 - Definition of Telecommunications Traffic. And as the term is used throughout the document: 3<sup>rd</sup> Recital, 1.1, 1.3, 2.25, 2.21, 5.4, 5.5.1, 8.1, 8.1.1</p> <p>Scope of the Agreement – Section 1.1</p>		<p>which represents the ratio of the minutes, <i>falling within the definition of Local Exchange Area</i>, subject to reciprocal compensation to the sum of those minutes plus all other minutes sent between the Parties over Interconnection trunks.</p> <p>Sec. 2.24: <b><u>Telecommunications Traffic is as defined in 47 C.F.R. 51.701(b), subject to 251(b)(5), and includes CMRS Traffic.</u></b></p> <p>ILEC proposes alternative language in 2.16 – Definition of Local Traffic.</p> <p>Sec. 1.1: <b><u>This Agreement may be used by Sprint to provide retail services or wholesale services to third-party customers. The third-party Telecommunications Traffic and traffic subject to access Sprint delivers to ILEC, including CMRS Traffic, is treated under this Agreement as Sprint Traffic, and all billing associated with the Telecommunications Traffic and Traffic will be in the name of Sprint subject to the terms and conditions of this Agreement.</u></b></p>		

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**Disputed Points List**  
**Sprint Communications Company L.P. / Interstate Telecommunications Cooperative, Inc.,**  
**Dated: October 11, 2006**

Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
Interconnection Section 3.5		<p>Sec 3.5:  <i>3.5 This Agreement is applicable only for the exchange of Local Traffic. Both Parties agree to deliver only traffic within the scope of this Agreement over the connecting facilities as specified in Schedule I. Neither Party shall provide an intermediary or transit traffic function for the other Party's connection of its End Users to the users of a third party telecommunications carrier, third party Information Service Provider, or third party cable television service provider unless there are agreements in place between and among TELCO, CLEC and each third party. This Agreement does not obligate either Party to utilize any intermediary or transit traffic function of either the other Party or any third party provider of transit services. This Agreement does not obligate either Party to provide an intermediary or transit traffic service.</i></p>		
Interconnection Facility - Section 5.5		<p>Sec. 5.5:  <u>Sprint and ILEC may utilize existing and new trunks and interconnection facilities for the mutual exchange of Traffic pursuant to the following:</u>   <u>5.5.1 The terminating Party shall measure and accurately identify the Traffic delivered on</u></p>		

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**Disputed Points List**  
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**Dated: October 11, 2006**

Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
		<p><b><u>combined trunks/facilities as Telecommunications Traffic (wireline or wireless) or Traffic subject to access charges (wireline or wireless). The charges for usage and underlying trunks/facilities shall be subject to appropriate compensation based on jurisdiction and the cost sharing provisions as provided in this Section 5. Neither Party shall assess access charges to the other Party for the termination of Telecommunications Traffic.</u></b></p> <p><b><u>5.5.2 If the terminating Party is not able to measure and accurately identify the jurisdiction of the Traffic, the other Party shall provide factors necessary to appropriately jurisdictionalize the Traffic.</u></b></p> <p><b><u>5.5.3 Each Party may audit the development of the other Party's actual usage or the development of the jurisdictional usage factors, as set forth in the audit provisions, Section 11.2, of this Agreement.</u></b></p> <p>ILEC proposes no alternative language to 5.5.</p>		
<p><b>Issue No. 3</b></p> <p>The following definition is used only</p>	<p>Should the Interconnection Agreement permit the Parties to combine all</p>	<p><b><i>2.13 Local Exchange Area means any geographic area established by a local exchange carrier as filed with or approved by the</i></b></p>	<p>Yes, all traffic including all traffic subject to reciprocal compensation or access, should be</p>	<p>No, the agreement should be limited to local traffic only.</p>

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Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
<p>in the ILEC's disputed language:            Sec. 2.13 Definition of Local Exchange Area            And as the term is used throughout the document: 3.2, 3.6</p> <p>Sec. 2.19 -Definition of Percent Local Usage. And as the term is used throughout the document; 8.2.2</p> <p>Section. 2.25            Definition of Traffic.            And as the term appears throughout the document: 1.1, 3.1.1.2, 3.6, 5.1, 5.1.5, 5.2.2, 5.2.3, 5.2.4, 5.2.5, 5.5, 5.5.1, 5.5.2, 6, 6.1, 6.2, 10.4</p> <p>Scope of the Agreement</p>	<p>traffic subject to reciprocal compensation charges and traffic subject to access charges onto interconnection trunks?</p>	<p><i><b>commission for the administration of local telecommunications service which may consist of one or more central offices or wire centers together with associated facilities used in furnishing telecommunications service in that area.</b></i></p> <p>Sprint proposes no alternative language for 2.13.</p> <p>Sec. 2.19:  <u>Percent Local Usage ("PLU")</u> is a calculation which represents the ratio of the minutes <i>falling within the definition of Local Exchange Area</i> subject to reciprocal compensation to the sum of those minutes plus all other minutes sent between the Parties over Interconnection trunks.</p> <p>Sec. 2.25:  <u><b>Traffic includes both Telecommunications Traffic and traffic subject to access charges.</b></u></p> <p>ILEC proposes no alternative language for 2.25.</p> <p>Sec. 1.1  <u><b>This Agreement may be used by Sprint to provide retail services or wholesale services to third-party customers. The third-party</b></u></p>	<p>combined on the same interconnection facilities to allow for the most efficient way to interconnect.</p>	

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**Disputed Points List**  
**Sprint Communications Company L.P. / Interstate Telecommunications Cooperative, Inc.,**  
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Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
Sec. 8.2.  Intercarrier Compensation - Sec. 8.2.		<p><b><u>Parties shall be based on applicable tariff access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of this Agreement.</u></b></p> <p>Sec. 8.2.2:            If a Party sends Telecommunications Traffic over the interconnection arrangement, and if the terminating Party is unable to measure the jurisdiction of the traffic, <b><u>the other party will provide the termination party a PLU and PIU to determine the appropriate intercarrier compensation subject to section 5.5. then such traffic will e billed by the terminating party in accordance with SDCL § 49-31-111.</u></b></p> <p>Sprint proposes the accepted language in Section 1.6 as the alternative language to the ILEC's proposed last phrase in Section 8.2.2.</p>		
<b>Issue No. 4</b>  Definition Section 2.10 - Definition of Interconnection. And as the term is used throughout the document:  Indirect Traffic Interconnection –	Should the Interconnection Agreement contain provisions for indirect interconnection consistent with Section 251(a) of the Act?	<p>2.10 <u>Interconnection</u> means the direct <b><u>or indirect physical</u></b> linking of the <b><u>Parties two</u></b> networks for the <b><u>mutual</u></b> exchange of traffic.</p> <p>Sec. 6:  <b><u>6.1 The Parties agree to exchange Traffic</u></b></p>	Yes, Section 251(a) of the Act requires each telecommunications carrier to interconnect directly or indirectly.	No, the agreement should be limited to only allow for direct interconnection.

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Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
		Center that would be required of the same <b><u>End User End User</u></b> to call a landline end-user in the same Rate Center as the Sprint NPA-NXX		
<b>Issue No. 5</b>  Indirect Traffic Interconnection Section 6.3  Section 6.4	In an indirect interconnection scenario, is the ILEC responsible for any facility or transit charges related to delivering its originating traffic to Sprint outside of its exchange boundaries?	<b><u>6.3 Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the Intermediary Entity.</u></b>  <b><u>6.4 Each Party is responsible for the transport of originating calls from its network to the Intermediary Entity and for the payment of transit charges assessed by the Intermediary Entity.</u></b>  ILEC proposes no alternative language to 6.3 or 6.4.	Yes, the ILEC as the originating Party is responsible for paying the transit charges related to the deliver of the ILEC originated traffic to Sprint outside of the ILEC exchange boundaries.	No, the ILEC is not responsible for the transit charges associated with delivering the ILEC originated traffic to Sprint outside of the ILEC exchange boundaries.
<b>Issue No. 6</b>  Interconnection Section 3  Section 3.1	What Direct Interconnection Terms should be contained in the Interconnection Agreement?	Sec. 3: <b><u>For Interconnection under 251(a) of the Act the following terms apply:</u></b>  <b><u>3.1 Points of Interconnection</u></b>  <b><u>3.1.1 For direct interconnection, Sprint will establish a minimum of one POI at any technically feasible point on the ILEC's network.</u></b>  <b><u>3.1.1.1 Sprint will be responsible for engineering and maintaining its network on its</u></b>	Sprint's Direct Interconnection language should be adopted.	The ILECs' language should be adopted.

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**Sprint Communications Company L.P. / Interstate Telecommunications Cooperative, Inc.,**  
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Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
Section 3.2		<p><b><u>side of the POI and ILEC will be responsible for engineering and maintaining its network on its side of the POI.</u></b></p> <p><b><u>3.1.1.2 Regardless of how interconnection facilities are provisioned (e.g., owned, leased or obtained pursuant to tariff, etc.) each Party is individually responsible to provide facilities to the POI that are necessary for routing, transporting, measuring, and billing Traffic from the other Party's network and for delivering Traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service.</u></b></p> <p><i>3.2 Each Party shall be responsible for the cost and any requirements associated with the establishment, including but not limited to, if applicable, ordering processes and access service request processes of providing trunks to the POI for Local Traffic which that Party originates. The mutually agreed upon POI must be at or within TELCO's Local Exchange Area. Each Party will be solely responsible for the costs and operation of its portion of the construction of facilities to the POI.</i></p>		
Section 3.3		<p><i>3.3. The Parties will interconnect their networks as specified in the terms and conditions contained in Schedule I hereto and incorporated by reference. A new POI can be established, or</i></p>		

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**Disputed Points List**  
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**Dated: October 11, 2006**

Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
		<p><b><u>will be responsible for engineering and maintaining its network on its side of the POI on ILEC's network.</u></b></p> <p><b><u>5.1.3. For direct interconnection, TELCO will establish a minimum of one POI at any technically feasible point on Sprint's network within the LATA.</u></b></p> <p><b><u>5.1.4. TELCO will be responsible for engineering and maintaining its network on its side of the POI on Sprint's network and Sprint will be responsible for engineering and maintaining its network on its side of the POI on Sprint's network.</u></b></p> <p><b><u>5.1.5. Regardless of how interconnection facilities are provisioned (e.g., owned, leased or obtained pursuant to tariff, etc.) each Party is individually responsible to provide facilities to the POI that are necessary for routing, transporting, measuring, and billing Traffic from the other Party's network and for delivering Traffic to the otherParty's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service.</u></b></p> <p><b><u>5.1.6 Sprint will provide TELCO a technically feasible POI within Sprint's network within the LATA for delivery of TELCO-originated traffic.</u></b></p>		

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**Disputed Points List**  
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**Dated: October 11, 2006**

Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
Section 5.2		<p>ILEC proposed no alternative language for 5.1</p> <p><b><u>5.2 The parties will agree to use a two-way interconnection facility subject to the following terms.</u></b></p> <p><b><u>5.2.1 Sprint may provide one-hundred percent (100%) of two-way Interconnection Facility via lease of meet-point circuits between ILEC and a third party, lease of ILEC facilities, lease of third-party facilities, or use of its own facilities.</u></b></p> <p><b><u>5.2.2 When two-way Interconnection Facilities are utilized, each Party shall be financially responsible for that portion of the Interconnection Facility used to transmit its originating Traffic.</u></b></p> <p><b><u>5.2.3 If Sprint leases the two-way Interconnection Facility from ILEC, ILEC will reduce the recurring and non-recurring facility charges and only invoice Sprint for that percentage of the facility that carries Sprint-originated Traffic.</u></b></p> <p><b><u>5.2.4 If Sprint self-provisions or leases the Interconnection Facility from a third party, Sprint may charge ILEC for ILEC's</u></b></p>		

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Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
		<p><b><u>proportionate share of the recurring and non-recurring facility charges for the Interconnection Facilities based upon that percentage of the facility that carries ILEC-originated Traffic.</u></b></p> <p><b><u>5.2.5 A state-wide shared facilities factor may be agreed to by the Parties that represents each Party's proportionate use of all direct two-way Interconnection Facilities between the Parties. The shared facilities factor may be updated by the Parties annually based on current Traffic study data, if requested in writing.</u></b></p>		
<p><b>Issue No. 7</b></p> <p>Interconnection Facility Section 5.3</p> <p>Section 5.4</p>	<p>What are appropriate rates for direct interconnection facilities?</p>	<p>Sec. 5.3:  <b><u>Interconnection Facilities that are leased from ILEC for interconnection purposes must be provided to Sprint based on a forward- looking pricing methodology. Notwithstanding any other provision of this Agreement, if Sprint elects to order interconnection facilities from ILEC's access tariff or purchases the Interconnection Facility under this Agreement section 5 will apply.</u></b></p> <p>Sec. 5.4  <b><u>Compensation for Interconnection Facilities is</u></b></p>	<p>A forward looking pricing methodology is appropriate for the interconnection facilities provided by the ILEC to Sprint.</p>	<p>Special Access rates should apply for direct interconnection facilities.</p>

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**Disputed Points List**  
**Sprint Communications Company L.P. / Interstate Telecommunications Cooperative, Inc.,**  
**Dated: October 11, 2006**

Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
		<p><b><u>separate and distinct from any transport and termination per minute of use charges or an otherwise agreed upon Bill and Keep arrangement. To the extent that one Party provides a two-way Interconnection Facility, regardless of who the underlying carrier is, it may charge the other Party for its proportionate share of the recurring charges for Interconnection Facilities based on the other Party's percentage of the total originated Telecommunications Traffic.</u></b></p> <p>ILEC proposes no alternative language for Sec. 5.3 and 5.4.</p>		
<p><b>Issue No. 8</b></p> <p>Interconnection Facility - Section 5.2; Schedule 1</p>	<p>When a two-way interconnection facility is used, should Sprint and Interstate share the cost of the Interconnection Facility between their networks based on their respective percentages of originated traffic?</p>	<p>Sec. 5:</p> <p><b><u>5.2 The parties may agree to use a two-way interconnection facility subject to the following terms.</u></b></p> <p><b><u>5.2.1 Sprint may provide one-hundred percent (100%) of two-way Interconnection Facility via lease of meet-point circuits between ILEC and a third party, lease of ILEC facilities, lease of third-party facilities, or use of its own facilities.</u></b></p>	<p>Yes, Sprint and the ILECs are required to share the cost of the Interconnection Facility between their networks based on their respective percentage of originated traffic.</p>	<p>The ILECs do not agree to sharing the costs of the Interconnection Facility based on their respective percentage of originated traffic.</p>

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Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
Section 5.4		<p><b><u>5.2.2 When two-way Interconnection Facilities are utilized, each Party shall be financially responsible for that portion of the Interconnection Facility used to transmit its originating Traffic.</u></b></p> <p><b><u>5.2.3 If Sprint leases the two-way Interconnection Facility from ILEC, ILEC will reduce the recurring and non-recurring facility charges and only invoice Sprint for that percentage of the facility that carries Sprint-originated Traffic.</u></b></p> <p><b><u>5.2.4 If Sprint self-provisions or leases the Interconnection Facility from a third party, Sprint may charge ILEC for ILEC's proportionate share of the recurring and non-recurring facility charges for the Interconnection Facilities based upon that percentage of the facility that carries ILEC-originated Traffic.</u></b></p> <p><b><u>5.2.5 A state-wide shared facilities factor may be agreed to by the Parties that represents each Party's proportionate use of all direct two-way Interconnection Facilities between the Parties. The shared facilities factor may be updated by the Parties annually based on current Traffic study data, if requested in writing.</u></b></p> <p><b><u>5.4 Compensation for Interconnection</u></b></p>		

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Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
		<p><b><u>Facilities is separate and distinct from any transport and termination per minute of use charges or an otherwise agreed upon Bill and Keep arrangement. To the extent that one Party provides a two-way Interconnection Facility, regardless of who the underlying carrier is, it may charge the other Party for its proportionate share of the recurring charges for Interconnection Facilities based on the other Party's percentage of the total originated Telecommunications Traffic.</u></b></p> <p>ILEC proposes no alternative language to Sec. 5.2 or 5.4.</p>		
<p><b>Issue No. 9</b></p> <p>Intercarrier Compensation - Section 8.1.1; Schedule 1</p>	<p>What is the appropriate reciprocal compensation rate for the termination of Telecommunications Traffic, as defined by Sprint in the Agreement?</p>	<p>Sec. 8.1.1</p> <p><b><u>Regardless of whether the Parties interconnect directly or indirectly</u></b> reciprocal compensation shall be applicable to the exchange of <b><u>Telecommunications Local</u></b> Traffic as defined in Section 2.25 above. For the purposes of billing compensation for <b><u>Telecommunications Local</u></b> Traffic, billed minutes will be based upon records/reports provided by one or more third parties, or actual usage recorded by the Parties, where available. Measured usage begins when the terminating recording switch receives answer supervision from the called end-user and ends when the terminating recording switch receives or sends disconnect (release message) supervision</p>	<p>Bill and Keep is the appropriate reciprocal compensation rate for the termination of Telecommunications Traffic.</p>	<p>The ILECs' proposed using a negotiated factor reciprocal compensation rate until an appropriate traffic study could be performed. To date, no factor has been proposed.</p>

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Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
		(conversation time). The measured usage is aggregated at the end of the measurement cycle and rounded to a whole minute. Billing for Traffic shall be on a monthly basis and shall be based on the aggregated measured usage less any traffic identified by the billing Party as non- <b><u>Telecommunications Local</u></b> Traffic. <i>The rate for <b><u>Reciprocal Compensation</u></b> shall be \$ ____ per minute of use <b><u>Bill and Keep</u></b>.</i>		
<b>Issue No. 10</b>  Local Number Portability – Section 10.2           Section 10.3	Should Sprint’s proposed language regarding Local Number Portability be adopted and incorporated into the Interconnection Agreement?	<p><b><u>10.2 The Parties shall provide LNP query, routing, and transport services in accordance with rules and regulations as prescribed by the FCC and the guidelines set forth by the North American Numbering Council (“NANC”). The applicable charges for LNP query, routing, and transport services shall be billed in accordance with each Party’s applicable tariff or contract.</u></b></p> <p><b><u>10.3 Both Parties will perform testing as specified in industry guidelines and cooperate in conducting any additional testing to ensure interoperability between networks and systems. Each Party shall inform the other Party of any system updates that may affect the other Party’s network and each Party shall, at the other Party’s reasonable request, perform tests to validate the operation of the network.</u></b></p>	Yes, the ILECs have an obligation to provide Number Portability to Sprint.	No, since the ILECs have not operationalized Number Portability the language should not be in the agreement.

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Issues Number/ ICA Section	Issues Description	Disputed Terms	Sprint Position	ILEC Position
Section 10.4		<p><b><u>10.4 The Parties agree that Traffic will be routed via a Location Routing Number (“LRN”) assigned in accordance with industry guidelines.</u></b></p>		
Section 10.5		<p><b><u>10.5 Coordinated LNP Activities During Non-Business Hours. There will be no premium charges between the Parties or compensation provided by one Party to the other Party for the coordinated routine LNP activities between the normal business hours of 8:00 a.m. and 5:00 p.m. If an “LNP Date Modifications/ End User Not Ready” request is made outside normal business hours (if available) or is made within normal business hours and requires additional internal or outside work force, the Requesting Party (i.e. the Porting Party or the New Service Provider) will be assessed an Expedited Order Charge.</u></b></p>		
Section 10.6		<p><b><u>10.6 Each Party is responsible for obtaining a authority from each End User initiating LNP from one Party to the other Party. The Parties agree to follow Federal, and where applicable State rules.</u></b></p>		
Section 10.7		<p><b><u>10.7 The Parties agree to coordinate the timing for disconnection from one Party and connection with the other Party when an End User ports his or her telephone number.</u></b></p>		

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Agreed Language (Normal)





**INTERCONNECTION AGREEMENT**

**By and Between**

**INTERSTATE TELECOMMUNICATIONS COOP**

**And**

**SPRINT COMMUNICATIONS COMPANY L.P.**

**THIS DOCUMENT IS A DRAFT AND REPRESENTS THE CURRENT POSITIONS OF SPRINT WITH RESPECT TO INTERCONNECTION AND RESALE. SPRINT RESERVES THE RIGHT TO MODIFY THIS DRAFT AGREEMENT, INCLUDING ANY APPENDICES, SCHEDULES AND ATTACHMENTS, AT ANY TIME PRIOR TO THE EXECUTION OF A FINAL AGREEMENT BY BOTH PARTIES. THIS DOCUMENT IS NOT AN OFFER. ANY PROPOSALS OR AGREEMENTS DURING NEGOTIATIONS ARE PROVIDED FOR NEGOTIATION DISCUSSION PURPOSES BASED ON ILEC SPECIFIC CIRCUMSTANCES.**

## TABLE OF CONTENTS

1.	Scope of Agreement .....	2
2.	Definitions .....	3
3.	Interconnection.....	5
4.	Technical Requirements for Interconnection .....	7
5.	Interconnection Facility.....	7
6.	Indirect Traffic Interconnection .....	10
7.	Transit Traffic ( only when ILEC has a Tandem).....	11
8.	Intercarrier Compensation.....	11
9.	Dialing Parity .....	12
10.	Local Number Portability .....	12
11.	Traffic Identifiers and Audits .....	14
12.	Trunk Forecasting.....	14
13.	Network Management .....	15
14.	Office Code Translations.....	16
15.	Directory Listings and Distribution Services .....	17
16.	Master Street Address Guide (MSAG).....	18
17.	Term of Agreement, Regulatory Approvals and Filing.....	19
18.	Limitation of Liability .....	20
19.	Indemnification.....	20
20.	Force Majeure.....	21
21.	Agency.....	22
22.	Nondisclosure of Proprietary Information.....	22
23.	Notices.....	23
24.	Payments and Due Dates .....	24
25.	Severability.....	24
26.	Assignment .....	25
27.	Entire Agreement.....	25
28.	Multiple Counterparts.....	25
29.	Dispute Resolution .....	25
30.	Governing Law .....	26
31.	Joint Work Product.....	26
32.	Taxes .....	26
33.	Survival .....	27
34.	Publicity.....	27
35.	Miscellaneous .....	27



This Interconnection Agreement (“Agreement”) is entered into the \_\_\_\_\_ day of \_\_\_\_\_ 2006 by and between Interstate Telecommunications Coop (“TELCO”) and Sprint Communications Company L.P. a Delaware limited partnership with offices at 6160 Sprint Parkway, Overland Park, Kansas 66251 (“Sprint”). TELCO and Sprint may also be referred to herein singularly as a “Party” or collectively as the “Parties.”

## RECITALS

WHEREAS, TELCO is an incumbent local exchange carrier (“ILEC”) and Sprint is a telecommunications carrier certified as a competitive local exchange carrier (“CLEC”); and

WHEREAS, Sections 251 and 252 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the “Act”) have specific requirements for interconnection, and the Parties intend to comply with these requirements; and

WHEREAS, The Parties desire to interconnect their respective networks to allow either Party to deliver its originating End User Telecommunications End User Local Traffic to the other Party for termination to the End Users End User of the other Party; and

WHEREAS the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act and applicable law.

NOW THEREFORE, in consideration of the mutual obligations set forth below, the Parties agree to the following terms and conditions:

### 1. Scope of Agreement

- 1.1. **This Agreement may be used by Sprint to provide retail services or wholesale services to third-party customers. The third-party Telecommunications Traffic and traffic subject to access Sprint delivers to ILEC, including CMRS Traffic, is treated under this Agreement as Sprint Traffic, and all billing associated with the Telecommunications Traffic and Traffic will be in the name of Sprint subject to the terms and conditions of this Agreement.**
- 1.2. This Agreement addresses the terms and conditions under which Sprint and TELCO agree to exchange *only Local* Traffic between their respective networks. *End Users, as specified in Schedule I, at the Point of Interconnection (“POI”) in accordance with this Agreement. All traffic that either Party may deliver to the POI that falls outside of the definition of Local Traffic shall not be subject to the terms and conditions of this Agreement (the “Excluded Traffic”), but may be subject to other arrangements and/or tariffs of the Parties that shall govern the intercarrier compensation treatment of such Excluded Traffic. The Parties further agree to strictly construe the definition of Local Traffic and to ensure that each will abide by the additional terms and conditions of Section \_ regarding facilities and traffic as addressed in this Agreement.*

- 1.3. All **Telecommunications Local** Traffic exchanged between the Parties shall be subject to the compensation mechanism provided for in Section 8 below.
- 1.4. Each Party agrees that it will not knowingly provision any of its services in a manner that permits the arbitrage and/or circumvention of the application of switched access charges by the other Party.
- 1.5. The Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related specifically to this Agreement, or other types of arrangements prescribed in this Agreement.
- 1.6. Each Party shall comply with all Federal, State, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.
- 1.7. The Parties agree that this agreement excludes all Internet Service Provider (ISP) and ISP bound Traffic, in accordance with the Order on Remand in FCC Docket CC 96-98, April 27, 2001.
- 1.8. The Parties agree to comply with the Communications Assistance for Law Enforcement Act ("CALEA").

## 2. Definitions

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section. Any term used in this Agreement that is not defined specifically shall have the meaning ascribed to such term in the Act. If no specific meaning exists for a specific term used in this Agreement, then normal usage in the telecommunications industry shall apply.

- 2.1. Act, as used in this Agreement, means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("FCC") or the Commission.
- 2.2. Bill and Keep means that neither of the two interconnecting carriers charges the other for the Telecommunications Traffic.
- 2.3. CMRS Traffic means traffic originated by or terminated to a Commercial Mobile Radio Service provider, as defined in 47 C.F.R. 20.3.
- 2.4. Commission means the South Dakota Public Utilities Commission.
- 2.5. End User means the residential or business subscriber or other ultimate user of telecommunications services provided by either of the Parties or, when Sprint has a business arrangement with a third party last mile provider for

**interconnection services, the ultimate user of voice services provided by the last mile provider.**

*End User means the residence or business subscriber that is the ultimate user of telecommunications services provided by either of the Parties.*

- 2.6. DS1 means a transport channel capable of transmitting a digital signal transmission rate of 1.544 Megabits per second (“Mbps”).
- 2.7. DS3 means a transport channel capable of transmitting at a digital signal rate of 44.736 Mbps.
- 2.8. Extended Area Service or EAS means a telecommunications service that expands a local calling area to include another local exchange area as defined in ARSD 20:10:24:01(7).
- 2.9. EAS Traffic means two-way traffic that falls within the definition of “EAS” that is exchanged between the Parties.
- 2.10. Interconnection means the direct **or indirect** physical linking of the **Parties** two networks for the mutual exchange of traffic.
- 2.11. Interconnection Facility is a dedicated transport facility used to connect two carriers’ networks.
- 2.12. Local Access and Transport Area (“LATA”) has the same meaning as that contained in the Act.
- 2.13. ***Local Exchange Area means any geographic area established by a local exchange carrier as filed with or approved by the commission for the administration of local telecommunications service which may consist of one or more central offices or wire centers together with associated facilities used in furnishing telecommunications service in that area.***
- 2.14. Local Exchange Carrier or LEC means any common carrier authorized to provide exchange and exchange access services as defined in 47. U.S.C. 153 (26).
- 2.15. Local Number Portability (LNP) provides an **End User** *End User* of telecommunications service the ability to retain its existing telephone number when changing from one telecommunications carrier to another. The Parties recognize that some of the Traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported. *(Definition only agreed upon if Interstate’s definition of End User is accepted)*
- 2.16. ***Local Traffic is defined by 47. C.F.R. 51.5, which provides that telephone exchange service is (1) A service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange***

*service charge or (2) a comparable service provided through a system of switched, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.*

- 2.17 NPA-NXX means the first six digits of a ten-digit telephone number, which denote a consecutive 10,000 number block within the North American Numbering Plan. As used in the Agreement, the term refers exclusively to geographic NPAs associated with Rate Center areas and excludes Service Access Codes (e.g., 8XX, 900, 555, etc.), unless otherwise specifically noted.
- 2.18 Percent Interstate Usage (“PIU”) is a calculation which represents the ratio of minutes subject to access to the sum of those minutes plus all other minutes sent between the parties over Interconnection trunks.
- 2.19 Percent Local Usage (“PLU”) is a calculation which represents the ratio of the minutes *falling within the definition of Local Exchange Area* subject to reciprocal compensation to the sum of those minutes plus all other minutes sent between the Parties over Interconnection trunks.
- 2.20 Point of Interconnection (“POI”) means the physical location(s) at which the Parties’ networks meet for the purpose of exchanging Traffic.
- 2.21. Reciprocal Compensation means a compensation arrangement between two carriers in which each of the two carriers receives compensation from the other carrier for the Transport and Termination on each carrier’s network facilities of Telecommunications Local Traffic that originates on the network facilities of the other carrier. 47 C.F.R. § 51.701(e).
- 2.22 Rate Center means a geographic area used as a metric in rating wireline calls. The geographic area (a.k.a. as an “Exchange”) coincides with the wire center(s) boundaries of the TELCO. The size/number of rate centers are regulated by the state Commission. Rate Centers are used by LECs in conjunction with rating local and intra-LATA calls.
- 2.23 SS7 means Signaling System 7, the common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).
- 2.24 Telecommunications Traffic is as defined in 47 C.F.R. 51.701(b), subject to 251(b)(5), and includes CMRS Traffic.
- 2.25 Traffic includes both Telecommunications Traffic and traffic subject to access charges.

### 3. Interconnection

For Interconnection under 251(a) of the Act the following terms apply:

3.1 Points of Interconnection

- 3.1.1 For direct interconnection, Sprint will establish a minimum of one POI at any technically feasible point on the ILEC's network.
- 3.1.1.1 Sprint will be responsible for engineering and maintaining its network on its side of the POI and ILEC will be responsible for engineering and maintaining its network on its side of the POI.
- 3.1.1.2 Regardless of how interconnection facilities are provisioned (e.g., owned, leased or obtained pursuant to tariff, etc.) each Party is individually responsible to provide facilities to the POI that are necessary for routing, transporting, measuring, and billing Traffic from the other Party's network and for delivering Traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service.
- 3.2. *Each Party shall be responsible for the cost and any requirements associated with the establishment, including but not limited to, if applicable, ordering processes and access service request processes of providing trunks to the POI for Local Traffic which that Party originates. The mutually agreed upon POI must be at or within TELCO's Local Exchange Area. Each Party will be solely responsible for the costs and operation of its portion of the construction of facilities to the POI.*
- 3.3. *The Parties will interconnect their networks as specified in the terms and conditions contained in Schedule I hereto and incorporated by reference. A new POI can be established, or the existing POI moved, only with the consent of both Parties; provided, however, that where one Party requests that the POI be moved, the Party requesting such move may be required to pay, at the request of the other Party, the costs of the other Party associated with the move.*
- 3.4. *The Parties will use the trunk group(s) established at the POI to route Local Traffic to one another pursuant to the terms and conditions of this Section 3 of the Agreement.*
- 3.5. *This Agreement is applicable only for the exchange of Local Traffic. Both Parties agree to deliver only traffic within the scope of this Agreement over the connecting facilities as specified in Schedule I. Neither Party shall provide an intermediary or transit traffic function for the other Party's connection of its End Users to the users of a third party telecommunications carrier, third party Information Service Provider, or third party cable television service provider unless there are agreements in place between and among TELCO, CLEC and each third party. This Agreement does not obligate either Party to utilize any intermediary or transit traffic function of either the other Party or any third*

*party provider of transit services. This Agreement does not obligate either Party to provide an intermediary or transit traffic service.*

- 3.6. *Each Party warrants and represents that it will not provision any of its services or exchange any traffic hereunder in a manner that permits the unlawful avoidance of the application of intrastate or interstate access charges (such as, but not limited to, through the unlawful resale or bridging of Local Traffic) by any other entity including, but not limited to, third party carriers, aggregators, resellers, and the Commission-defined unlawful resale or bridging of Local Traffic. Each Party also agrees to take all reasonable steps to terminate any service to one of its users that permits that user to unlawfully avoid the application of access charges by the other Party. Telecommunications traffic to or from users that originate or terminate in areas other than the TELCO Local Exchange Area are subject to intrastate or interstate access charges regardless of whether the traffic may have been converted to Internet Protocol or any other transmission protocol during the routing and transmission of the call.*

#### **4 Technical Requirements for Interconnection**

- 4.1. Each party will deliver its Traffic to the POI.
- 4.2. The Parties agree to utilize SS7 Common Channel Signaling (“CCS”) between their respective networks. Both Parties will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. For all traffic, exchanged, the Parties agree to cooperate with one another on the exchange of all appropriate unaltered CCS messages for call set-up, including without limitation ISDN User Part (“ISUP”) and Transaction Capability User Part (“TCAP”) messages to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. All CCS signaling parameters, including, but not limited to, the originating **End User** *End User* telephone number, will be provided by each Party in conjunction with all traffic it exchanges to the extent required by industry standards.
- 4.3. The Parties will provide Calling Party Number (“CPN”) and/or Automatic Number Identification (“ANI”) on at least ninety-five percent (95%) of all traffic delivered to the POI. Where CPN and/or ANI is not provided, the Parties agree that the Party receiving such traffic shall assess, and the delivering Party shall pay to the receiving Party, the applicable intrastate terminating access charges.

#### **5. Interconnection Facility**

- 5.1. Each party will provision a one-way interconnection facility for the delivery of its Traffic to the other party's network except where the parties agree to use two-way facilities.
- 5.1.1. For direct interconnection, Sprint will establish a minimum of one POI within the LATA at any technically feasible point on the ILEC's network.
- 5.1.2. Sprint will be responsible for engineering and maintaining its network on its side of the POI on ILEC's network and ILEC will be responsible for engineering and maintaining its network on its side of the POI on ILEC's network.
- 5.1.3. For direct interconnection, TELCO will establish a minimum of one POI at any technically feasible point on Sprint's network within the LATA.
- 5.1.4. TELCO will be responsible for engineering and maintaining its network on its side of the POI on Sprint's network and Sprint will be responsible for engineering and maintaining its network on its side of the POI on Sprint's network.
- 5.1.5. Regardless of how interconnection facilities are provisioned (e.g., owned, leased or obtained pursuant to tariff, etc.) each Party is individually responsible to provide facilities to the POI that are necessary for routing, transporting, measuring, and billing Traffic from the other Party's network and for delivering Traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service.
- 5.1.6. Sprint will provide TELCO a technically feasible POI within Sprint's network within the LATA for delivery of TELCO-originated traffic.
- 5.2. The parties will agree to use a two-way interconnection facility subject to the following terms.
- 5.2.1. Sprint may provide one-hundred percent (100%) of two-way Interconnection Facility via lease of meet-point circuits between ILEC and a third party, lease of ILEC facilities, lease of third-party facilities, or use of its own facilities.
- 5.2.2. When two-way Interconnection Facilities are utilized, each Party shall be financially responsible for that portion of the Interconnection Facility used to transmit its originating Traffic.

- 5.2.3. If Sprint leases the two-way Interconnection Facility from ILEC, ILEC will reduce the recurring and non-recurring facility charges and only invoice Sprint for that percentage of the facility that carries Sprint-originated Traffic.
- 5.2.4. If Sprint self-provisions or leases the Interconnection Facility from a third party, Sprint may charge ILEC for ILEC's proportionate share of the recurring and non-recurring facility charges for the Interconnection Facilities based upon that percentage of the facility that carries ILEC-originated Traffic.
- 5.2.5. A state-wide shared facilities factor may be agreed to by the Parties that represents each Party's proportionate use of all direct two-way Interconnection Facilities between the Parties. The shared facilities factor may be updated by the Parties annually based on current Traffic study data, if requested in writing.
- 5.3. Interconnection Facilities that are leased from ILEC for interconnection purposes must be provided to Sprint based on a forward- looking pricing methodology. Notwithstanding any other provision of this Agreement, if Sprint elects to order interconnection facilities from ILEC's access tariff or purchases the Interconnection Facility under this Agreement section 5 will apply.
- 5.4. Compensation for Interconnection Facilities is separate and distinct from any transport and termination per minute of use charges or an otherwise agreed upon Bill and Keep arrangement. To the extent that one Party provides a two-way Interconnection Facility, regardless of who the underlying carrier is, it may charge the other Party for its proportionate share of the recurring charges for Interconnection Facilities based on the other Party's percentage of the total originated Telecommunications Traffic.
- 5.5. Sprint and ILEC may utilize existing and new trunks and interconnection facilities for the mutual exchange of Traffic pursuant to the following:
- 5.5.1. The terminating Party shall measure and accurately identify the Traffic delivered on combined trunks/facilities as Telecommunications Traffic (wireline or wireless) or traffic subject to access charges (wireline or wireless). The charges for usage and underlying trunks/facilities shall be subject to appropriate compensation based on jurisdiction and the cost sharing provisions as provided in this Section 5 and Schedule I. Neither Party shall assess access charges to the other Party for the termination of Telecommunications Traffic.
- 5.5.2. If the terminating Party is not able to measure and accurately identify the jurisdiction of the Traffic, the other Party shall provide factors necessary to appropriately jurisdictionalize the Traffic.



5.5.3. **Each Party may audit the development of the other Party's actual usage or the development of the jurisdictional usage factors, as set forth in the audit provisions, Section 11.2, of this Agreement.**

- 5.6. The Parties will mutually agree on the appropriate sizing for two-way facilities. The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The Interconnection facilities provided by each Party shall, where technically available, be formatted using Bipolar 8 Zero Substitution ("B8ZS"). The Grade of Service for all facilities between the Parties will be engineered and provisioned to achieve P.01 Grade of Service. Each Party shall make available to the other Party trunks over which the originating Party can terminate Traffic of the **End Users End User** of the originating Party to the **End Users End User** of the terminating Party, provided, however, that each Party retains the right to modify the trunk facilities it provides to its side of the POI.
- 5.7. The electrical interface at the POI will be for a DS1 level. If any other electrical interface is mutually agreed to by the Parties, then each Party shall provide any required multiplexing to a DS1 level
- 5.8. Prior to the establishment of a direct connection of the parties' networks, each Party will provide the other with a point of contact for escalation for ordering and provisioning related matters and, if a two-way interconnection facility is used, the reconciliation of trunk forecasts.

## 6. **Indirect Traffic Interconnection**

- 6.1. **The Parties agree to exchange Traffic indirectly through one or more third-party networks ("Intermediary Entity"). In an indirect interconnection arrangement there is no POI directly linking the two parties' networks.**
- 6.2. **Once an indirect Traffic arrangement between Sprint and ILEC's network is no longer considered by an originating Party to be an economically preferred method of interconnection, the Parties agree that the originating Party may provision a one-way Interconnection Facility at its own cost to deliver its Traffic to the terminating Party's network. If, however, the Parties mutually agree that the indirect Traffic arrangement is no longer the economically preferred method of interconnection for both Parties and the Parties have agreed to use a two-way interconnection facility, Sprint will establish a direct interconnection with ILEC as set forth in this Agreement.**
- 6.3. **Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the Intermediary Entity.**
- 6.4. **Each Party is responsible for the transport of originating calls from its network to the Intermediary Entity and for the payment of transit charges assessed by the Intermediary Entity.**

7. **Transit Traffic ( only when ILEC has a Tandem).**

- 7.1. Transit Traffic means the delivery of Traffic by ILEC originated or terminated by the **End User** *End User* of Sprint and originated or terminated to a third party LEC, ILEC, or CMRS provider of the interconnection trunks.
- 7.2. ILEC will use reasonable effort to deliver each call it transits to Sprint's network with all SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate messages ILEC receives from the third-party originating carrier in order to facilitate full interoperability and billing function. ILEC agrees to send all message indicators according to industry standards and to provide the terminating party information on traffic originated by a third-party CLEC, ILEC or CMRS provider. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, ILEC agrees to comply with the industry-adopted format to exchange records.

8. **Intercarrier Compensation**

8.1. Compensation for **Telecommunications Local** Traffic

8.1.1. **Regardless of whether the Parties interconnect directly or indirectly** reciprocal compensation shall be applicable to the exchange of **Telecommunications Local** Traffic as defined in Section 2.24 above. For the purposes of billing compensation for **Telecommunications Local** Traffic, billed minutes will be based upon records/reports provided by one or more third parties, or actual usage recorded by the Parties, where available. Measured usage begins when the terminating recording switch receives answer supervision from the called end-user and ends when the terminating recording switch receives or sends disconnect (release message) supervision (conversation time). The measured usage is aggregated at the end of the measurement cycle and rounded to a whole minute. Billing for traffic shall be on a monthly basis and shall be based on the aggregated measured usage less any traffic identified by the billing Party as non- Local **Telecommunications** Traffic. The rate for **Reciprocal Compensation** shall be \$\_\_\_\_\_ *per minute of use* **Bill and Keep**.

8.2. **Compensation for Toll Traffic (non-47 C.F.R. 51.701(b) Traffic)**

8.2.1. **Compensation for the termination of toll traffic and the origination of 800 traffic between the Parties shall be based on applicable tariff access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of this Agreement.**

8.2.2. If a Party sends Telecommunications Traffic over the interconnection arrangement, and if the terminating Party is unable to measure the jurisdiction of the traffic, **the other party will provide the termination party a PLU and PIU to determine the appropriate intercarrier**

compensation subject to section 5.5. then such traffic will be billed by the terminating party in accordance with SDCL § 49-31-111.

- 8.2.3. Calling Party Number. Each Party will transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601).

9. **Dialing Parity**

- 9.1. **Regardless of the type of Interconnection with ILEC's network,** ILEC shall permit its **End Users End User** within a given Rate Center to dial the same number of digits to call a Sprint NPA-NXX in the same Rate Center that would be required of the same **End User End User** to call a landline **End User End User** in the same Rate Center as the Sprint NPA-NXX.
- 9.2. Sprint shall permit its **End Users End Users** within a given Rate Center to dial the same number of digits to call a Sprint NPA-NXX in the same Rate Center that would be required of the same **End User End User** to call a landline end-user in the same Rate Center as the ILEC NPA-NXX.
- 9.3. Nothing in this Agreement shall be construed to alter or otherwise affect in any manner the local calling areas offered by either Party to its **End Users End Users.**

10. **Local Number Portability**

- 10.1. *The Parties will provide LNP in accordance with the rules and regulations prescribed by the FCC and the South Dakota Public Utilities Commission and the South Dakota Public Utilities Commission's Final Decision and Order in TC04-454, dated September 30, 2004. ITC agrees to provide to Sprint transitional number portability measures (also referred to as transitional LNP and Interim LNP) as defined in 47 C.F.R. § 52.21(r) and in accordance with the South Dakota Public Utilities Commission's Final Decision and Order in TC 04-05, dated September 30, 2004, within 60 days of the effective date of the agreement at a rate and as specified in Appendix \_\_\_. Sprint will provide transitional LNP to ITC within 60 days of the effective date of this agreement at the rates and as specified in Appendix \_\_.*
- 10.2. **The Parties shall provide LNP query, routing, and transport services in accordance with rules and regulations as prescribed by the FCC and the guidelines set forth by the North American Numbering Council ("NANC"). The applicable charges for LNP query, routing, and transport services shall be billed in accordance with each Party's applicable tariff or contract.**

- 10.3. Both Parties will perform testing as specified in industry guidelines and cooperate in conducting any additional testing to ensure interoperability between networks and systems. Each Party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's reasonable request, perform tests to validate the operation of the network.
- 10.4. The Parties agree that Traffic will be routed via a Location Routing Number ("LRN") assigned in accordance with industry guidelines
- 10.5. Coordinated LNP Activities During Non-Business Hours. There will be no premium charges between the Parties or compensation provided by one Party to the other Party for the coordinated routine LNP activities between the normal business hours of 8:00 a.m. and 5:00 p.m. If an "LNP Date Modifications/ End User Not Ready" request is made outside normal business hours (if available) or is made within normal business hours and requires additional internal or outside work force, the Requesting Party (i.e. the Porting Party or the New Service Provider) will be assessed an Expedited Order Charge.
- 10.6. Each Party is responsible for obtaining a authority from each End User initiating LNP from one Party to the other Party. The Parties agree to follow Federal, and where applicable State rules.
- 10.7. The Parties agree to coordinate the timing for disconnection from one Party and connection with the other Party when an End User ports his or her telephone number.
- 10.8. Combined LNP Requests. Each Party will accept LNP requests from the other Party for one End User that includes multiple requests for LNP only where the End User will retain each of the telephone numbers identified in the LNP request.

## 11. Traffic Identifiers and Audits

- 11.1. On all traffic exchanged pursuant to this Agreement, neither Party shall intentionally substitute nor implement any arrangement within its switch(es) that generates an incorrect ANI, CPN, or other SS7 parameters then those associated with the originating **End User End User**. Where a Party becomes aware of an arrangement (or through reasonable diligence should have become aware of such an arrangement) being used by one of its **End Users End Users** that generates an incorrect ANI, CPN, or other SS7 parameters then those associated with the originating **End User End User**, that Party shall inform the other Party of the arrangement and shall take all necessary steps (including, but not limited to, regulatory or judicial action) required to terminate the use of such arrangement. Upon determination that a Party has intentionally substituted or generated such incorrect parameters on traffic exchanged pursuant to this Agreement or did not disclose the existence of such an arrangement associated with one of its **End Users End Users**, the offending Party shall pay the other Party the difference between compensation paid (if any) and applicable access charges, plus interest due under the terms of the applicable access tariff from the date the traffic would have been billed if such parameters had been passed unaltered. The intentional substitution or generation of incorrect parameters shall constitute a default of this Agreement.
- 11.2. Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit will be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) Days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties. Sprint will maintain the relevant data for eighteen (18) months.

## 12. Trunk Forecasting

- 12.1. The Parties will work towards the development of joint forecasting responsibilities if a two-way Interconnection Facility is used. Parties will make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Inter-company forecast information must be provided by the Parties to each other upon reasonable request, per Section 5.8 above.

### 13. Network Management

- 13.1. Either Party may use protective network traffic management controls as available in their networks such as, but not limited to, 7-digit and 10-digit code gaps, on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Sprint and TELCO will immediately notify each other of any protective control action planned or executed.
- 13.2. Sprint and TELCO will cooperate and share pre-planning information regarding cross-network mass call-ins expected to generate large or focused temporary increases in call volumes. Both Parties will work cooperatively to reduce network congestion caused by such cross-network mass call-ins.
- 13.3. Neither Party will use any service related to or using any of the services provided in this Agreement in any manner that impairs the quality of service to either Party's **End Users** *End Users*, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm occurs or if a Party reasonably determines that a Network Harm is imminent, then such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party shall:
  - 13.3.1. Promptly notify the other Party of such temporary discontinuance or refusal;
  - 13.3.2. Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal.
- 13.4. The Parties agree to:
  - 13.4.1. cooperatively plan and implement coordinated repair procedures for the meet point and local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner;
  - 13.4.2. provide trained personnel with adequate and compatible test equipment to work with each other's technicians;
  - 13.4.3. promptly notify each other when there is any change affecting the service requested, including the date service is to be started;
  - 13.4.4. coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date;

- 13.4.5. perform sectionalization to determine if a trouble condition is located in its facility or its portion of the interconnection trunks prior to referring any trouble to each other;
  - 13.4.6. provide each other with a trouble reporting number to a work center;
  - 13.4.7. where reasonably practical, immediately report to each other any equipment failure which may affect the interconnection trunks;
  - 13.4.8. provide, based on the trunking architecture, for mutual tests for system assurance for the proper recording of AMA records in each Party's switch. (where such tests are repeatable on demand by either Party upon reasonable notice).
- 13.5. A maintenance service charge applies per the TELCO's applicable Tariff, whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of, but not limited to, the following conditions exist:
- 13.5.1. No trouble is found in the interconnection trunks;
  - 13.5.2. The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or
  - 13.5.3. Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits.
- 13.6. If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, then the charge will be canceled. Billing for maintenance service by either Party is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates: (1) basic time; (2) overtime; or (3) premium time as defined in the billing Party's approved intrastate access tariff. The maintenance service charge shall be those contained in a Party's interstate exchange access tariff applicable to engineering technicians.

#### **14. Office Code Translations**

- 14.1. It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route Traffic to the other Party's assigned NXX codes at all times.

- 14.2. When more than one carrier is involved in completing that traffic, the N-1 carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the appropriate switch or network in which the telephone number resides. For Traffic exchanged under this Agreement the N-1 is the originating carrier (i.e. ILEC or Sprint).
- 14.3. If a Party does not fulfill its N-1 carrier responsibility shall perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the appropriate switch or network in which the telephone number resides. The N-1 carrier shall be responsible for payment of charges to the other Party for any queries, routing, and transport functions made on its behalf, including any reciprocal compensation assessed by the terminating carrier or transit charges assessed by a tandem provider.

## 15. **Directory Listings and Distribution Services**

- 15.1. Sprint agrees to provide to TELCO or its publisher, as specified by ILEC, all subscriber list information (including additions, changes and deletions) for its **End Users End Users** physically located within TELCO's operating areas. It is the responsibility of Sprint to submit directory listings in the prescribed manner to TELCO, prior to the directory listing publication cut-off date, which will be provided by TELCO to Sprint upon Sprint's request.
- 15.2. TELCO will include Sprint's **End Users' End Users'** primary listings (residence and business) in its White Pages Directory, and if applicable in its Yellow Pages Directory under the appropriate heading classification as determined by publisher as well as in any electronic directories in which TELCO's own Customers are ordinarily included. Listings of **Sprint's End Users End Users** will be interfiled with listings of TELCO's **End Users End Users** and the **End Users End Users** of other LECs, in the local section of TELCO's directories.
- 15.3. Sprint shall not be required to provide TELCO with any information regarding Sprint's **End User End User** where that **End User End User** has selected "non published" or like status with Sprint. **If Sprint provides "non published" information regarding Sprint's End User to TELCO, TELCO will not charge Sprint.**
- 15.4. Sprint's **End User's End User** primary listing information in the telephone directories will be provided at no charge. Sprint will pay TELCO's tariffed charges for additional and foreign telephone directory listings.
- 15.5. TELCO will distribute its telephone directories to Sprint's **End User's End User's** in the same manner it provides those functions for its own **End User's End User's**.
- 15.6. Sprint will provide TELCO with the directory information for all its **End Users End Users** in the format specified by the TELCO or its publisher. Subscriber list information will include customer name, address, telephone number, appropriate classified heading and all other pertinent data elements as requested by TELCO, as appropriate with each order, to provide TELCO the ability to identify listing



ownership. Sprint will provide all End User End User listings at no charge to TELCO or its publisher.

- 15.7. Sprint's End Users' End Users' standard primary listing information in the telephone directories will be provided at no charge. Sprint will pay TELCO's charges as contained in TELCO's general subscriber service tariff, [INSERT CITE TO TELCO'S STATE TARIFF OR LIKE MECHANISM], for additional and foreign telephone directory listings that may be assessed to its End Users End Users. No other charges will apply to directory listings.
- 15.8. Both Parties will use their best efforts to ensure the accurate listing of Sprint's End User End User listings. Sprint is responsible for all listing questions and contacts with its End Users End Users including but not limited to queries, complaints, account maintenance, privacy requirements and services. Sprint will provide TELCO with appropriate internal contact information to fulfill these requirements.
- 15.9. TELCO will accord Sprint directory listing information the same level of confidentiality which TELCO accords its own directory listing information. Sprint grants TELCO full authority to provide Sprint subscriber listings, excluding non-published telephone numbers, to other directory publishers and, in addition to all other releases and indemnities in this Agreement, Sprint fully releases and agrees to indemnify TELCO and its publisher from any alleged or proven liability resulting from the provisioning of such listings.
- 15.10. Sprint is responsible for sending to TELCO by the date specified by TELCO an approximate directory count for Sprint's End Users End Users for the purpose of ensuring an adequate quantity of TELCO's directories is printed. Sprint shall not alter or otherwise change any aspect of the directory that TELCO provides. TELCO shall provide to Sprint the quantity of directories that Sprint previously specified.
- 15.11. Sprint shall pay TELCO both the rate per directory listed in Schedule II hereto and the cost TELCO incurs in complying with the requirements of Section 15.9. TELCO will place the same restrictions on the Sprint's End Users End Users as it does for itself when assigning book quantities.
- 15.12. Sprint agrees to release, defend, hold harmless and indemnify TELCO and/or TELCO's directory publisher from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever (except as may be provided for in Section 16 following) or, suffered, made, instituted, or asserted by any person arising out of TELCO's listing of the information provided by Sprint.
- 15.13. Nothing in this Section 15 shall require or obligate TELCO to provide a greater degree of service to a Sprint End User End User with respect to directory listings and publishing than those that TELCO provides to its End Users End User.

## 16. 911 Requirements

- 16.1. Each Party is solely responsible for the receipt and transmission of 911/E911 traffic originated by users of its Telephone Exchange Services. The Parties agree that 911/E911 traffic will not usually be routed over the interconnection trunk group(s) identified in and required by this Section. To the extent that a Party routes such traffic over such arrangements, that Party shall fully indemnify and hold harmless the other Party for any claims, including claims of third parties, related to such calls, to the extent liability is not limited under federal or state law.

## **17. Term of Agreement, Regulatory Approvals and Filing**

- 17.1. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval within ten (10) calendar days after obtaining the last required Agreement signature unless otherwise provided by the Commission. The Parties shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval. Where this Agreement (or any provision therefore) is subject to arbitration, the Parties will undertake reasonable, good faith efforts to agree to such language requires to conform this Agreement with the Commission's arbitration decision; provided, however, that both Parties agree and recognize that such actions are without waiver of their rights with respect to and positions taken in such arbitration and without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related specifically to this Agreement, or other types of arrangements prescribed in this Agreement.
- 17.2. This Agreement shall commence when fully executed approved by the Commission and have an initial term of one (1) year from the date of that Commission approval. The Parties agree that they can begin the implementation activity upon signature of both parties, if Sprint has obtained the requisite authority to operate in TELCO's territory. This Agreement shall automatically renew for successive one (1) year periods, unless either Party gives written notice at least sixty (60) days prior to the expiration of the initial, or any renewal term, of its desire not to renew.
- 17.3. Either party may seek to terminate this Agreement by providing written notice to the other Party at least sixty (60) days prior to expiration of the initial term or any succeeding term. If ILEC sends a timely notice to terminate and Sprint replies with a timely notice for re-negotiation under section 17.2, this Agreement will continue in full force and effect until a new Agreement is effective through either negotiation, mediation or arbitration under 47 U.S.C. 252.
- 17.4. The filing of this Agreement does not create obligations for either Party under the Act that do not otherwise apply.

**18. Limitation of Liability**

- 18.1. Except in the instance of harm resulting from an intentional or grossly negligent action or willful misconduct of one Party, the liability of either Party to the other Party for damages arising out of (1) failure to comply with a direction to install, restore or terminate facilities, or (2) out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects. Because of the mutual nature of the exchange of traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section 18.1 may be zero.
- 18.2. In no event shall either Party be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 16.
- 18.3. Except in the instance of harm resulting from an intentional or grossly negligent action or willful misconduct, the Parties agree that neither Party shall be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the Customers of the Party purchasing the service. In the event of a dispute involving both Parties with a Customer of one Party, both Parties shall assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable tariff(s).

**19. Indemnification**

- 19.1. Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, reasonable costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the

indemnifying Party under this Agreement, except to the extent caused by the indemnified Party's intentional or gross negligent acts or willful misconduct. Notwithstanding the foregoing indemnification, nothing in this Section 16.0 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable tariff(s), regulations or laws for the indemnified Party's provision of said services.

19.2. The indemnification provided herein shall be conditioned upon:

19.2.1. The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.

19.2.2. The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense. Prior to retaining legal counsel pursuant to this Section 19.2.2, the indemnifying Party shall seek written assurances from the legal counsel chosen that such counsel does not have any conflict of interest with the indemnified Party.

19.2.3. In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.

19.2.4. The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

19.2.5. The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

19.3. To the extent permitted by law, and in addition to its indemnity obligations under Sections 19.1 and 19.2, each Party shall provide, in its Tariffs that relate to any Telecommunications Service provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (a) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, or (b) any Consequential Damages (as defined in subsection 18.2, above).

## **20. Force Majeure**

20.1. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear

accidents, floods, power failure or blackouts, or adverse weather conditions, labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts.

- 20.2. If a Force Majeure event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations.
- 20.3. Notwithstanding the provisions of Sections 20.1 and 20.2, although a Force Majeure event could result in delay of a payment obligation, in no case shall a Force Majeure event excuse either Party from an obligation to pay money as required by this Agreement.
- 20.4. In the event of such delay Party shall perform its obligations at a performance level no less than that which is uses for its own operations. IN the event of such performance delay or failure by ILEC, ILEC agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of Sprint.

## **21. Agency**

Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

## **22. Nondisclosure of Proprietary Information**

- 22.1. The Parties agree that it may be necessary to exchange with each other certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data, call detail records, and Customer Proprietary Network Information ("CPNI") and Carrier Proprietary Information as those terms are defined by the Communications Act of 1934, as amended, or any obligation promulgated thereunder (collectively, "Confidential Information"). Confidential Information shall include (a) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; (b) oral information, if identified as confidential or proprietary at the time of disclosure and

confirmed by written notification within ten (10) days of disclosure; and (c) information derived by the Recipient (as hereinafter defined) from a Disclosing Party's (as hereinafter defined) usage of the Recipient's network. The Confidential Information shall remain the property of the Disclosing Party and is deemed proprietary to the Disclosing Party. Confidential Information shall be protected by the Recipient as the Recipient would protect its own proprietary information, including but not limited to protecting the Confidential Information from distribution, disclosure, or dissemination to anyone except employees or duly authorized agents of the Parties with a need to know such information and which the affected employees and agents agree to be bound by the terms of this Section. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement, or upon such other terms as may be agreed to by the Parties in writing. For purposes of this Section, the Disclosing Party shall mean the owner of the Confidential Information, and the Recipient shall mean the party to whom Confidential Information is disclosed.

22.2. Recipient shall have no obligation to safeguard Confidential Information (a) which was in the Recipient's possession free of restriction prior to its receipt from the Disclosing Party, (b) after it becomes publicly known or available through no breach of this Agreement by Recipient, (c) after it is rightfully acquired by Recipient free of restrictions on the Disclosing Party, or (d) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency or to enforce or defend its actions under this Agreement, provided that the Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all reasonable lawful measures to avoid disclosing such information until the Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

22.3. Each Party agrees that the Disclosing Party would be irreparably injured by a breach of this Section 22 by Recipient or its representatives and that the Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

### 23. Notices

Notices given by one Party to the other under this Agreement shall be in writing and delivered by hand, overnight courier or pre-paid first class mail certified U.S mail, return receipt requested, to the following addresses of the Parties:

For Sprint:  
Sprint Communications Company L.P.  
Director Network Access  
6330 Sprint Parkway  
KSOPHA0110-1B271

Overland Park, KS 66251-6102

With a copy to:  
Legal / Telecom Management Privacy Group  
6391 Sprint Parkway  
KSOPHT0101-Z2060  
Overland Park, KS 66251-2060

For TELCO:

Business Name:  
Mailing Address:  
City/State/Zip Code :  
Attention:  
Contact Phone Number:  
Fax:

With a copy to:

or to such other location as the receiving Party may direct in writing. Notices will be deemed given as of (a) the next business day when notice is sent via express delivery service or personal delivery, or (b) three (3) days after mailing in the case of first class or certified U.S. mail.

#### **24. Payments and Due Dates**

- 24.1. The Parties will bill each other for all charges due on a monthly basis and all such charges, except those in dispute, are payable within thirty days of the bill date but no less than twenty days after receipt of the bill. Any amounts not paid when due accrue interest from the date such amounts were due at the highest rate of interest that may be charged under applicable law.
- 24.2. Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the dispute resolution provisions of this Agreement.

#### **25. Severability**

If any part of this Agreement is held to be unenforceable or invalid in any respect under law or regulation, such unenforceability or invalidity shall affect only the portion of the Agreement which is unenforceable or invalid. In all other respects this Agreement shall stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties shall negotiate in

good faith for replacement language. If replacement language cannot be agreed upon, either Party may request dispute resolution pursuant to Section 29.

**26. Assignment**

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment or transfer (whether by operation of law or otherwise) by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void ab initio, provided however that such consent shall not be unreasonably withheld, conditioned or delayed and shall not be required if such assignment is to a corporate affiliate or an entity under common control or an entity acquiring all or substantially all of its assets or equity, whether by sale, merger, consolidation or otherwise or in connection with a financing transaction .

**27. Entire Agreement**

This Agreement, including all attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

**28. Multiple Counterparts**

This Agreement may be executed in counterparts and each of which shall be an original and all of which shall constitute one and the same instrument and such counterparts shall together constitute one and the same instrument.

**29. Dispute Resolution**

- 29.1. No claims will be brought for disputes arising from this Agreement more than twenty-four (24) months from the date of occurrence that gives rise to the dispute.
- 29.2. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the dispute resolution procedure set forth in this Section with respect to any controversy or claim arising out of or relating to this Agreement or its breach. except to the extent the dispute is service affecting. Either party may seek immediate resolution of a service affecting dispute.
- 29.3. At the written request of a Party, each Party will appoint a good faith representative having the authority to resolve such dispute arising under this Agreement. The location, form, frequency, duration and conclusion of these



discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of settlement are exempt from discovery and production and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted as evidence in the arbitration or lawsuit.

- 29.4. If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, either Party may submit the dispute to either the Commission, judicial forum of competent jurisdiction, or upon mutual agreement to the American Arbitration Association (“AAA”) for binding arbitration pursuant to their respective rules and practices of the entity to which the dispute is submitted for handling such.
- 29.5. Each Party shall bear its own costs associated with its activities taken pursuant to this Section 29.

### **30. Governing Law**

To the extent not governed by, and construed in accordance with, the laws and regulations of the United States, this Agreement shall be governed by, and construed in accordance with, the laws and regulations of (a) the laws of the United States of America, including but not limited to the Act, the rules, regulations and orders of the FCC and (b) the laws of the State of South Dakota, without regard to its conflicts of laws principles, and (c) any orders and decisions of a court of competent jurisdiction . All disputes relating to this Agreement shall be resolved through the application of such laws.

### **31. Joint Work Product**

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

### **32. Taxes**

Each Party shall be responsible for any and all taxes and surcharges arising from its conduct under this Agreement (the “Taxed Party”) and, consistent with Section 16, the Taxed Party shall indemnify and hold harmless the other Party for the Taxed Party’s failure to pay and/or report any applicable taxes and surcharges. Sprint is not required to pay any tax or surcharge for which it provides an exemption certificate or other proof of exemption to ILEC.

**33. Survival**

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

**34. Publicity**

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos, company name or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

**35. Miscellaneous**

35.1. TELCO does not waive, nor shall it be estopped from asserting, any rights it may have pursuant to 47 U.S.C. Section 251(f).

35.2. Amendments. This Agreement may not be amended, modified, or supplemented, except by written instrument signed by both Parties.

35.3. No License. Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

35.4. Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party will have any 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 will not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

35.5. No Warranties.

35.5.1. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

35.5.2. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.**

- 35.6. Default. If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give thirty (30) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution procedures set forth in this Agreement.
- 35.7. Waiver. Any failure on the part of a Party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived by written documentation by the other Party to whom such compliance is owed. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver.
- 35.8. Regulatory Changes. If a Federal or State regulatory agency or a court of competent jurisdiction issues a rule, regulation, law or order (collectively, "Regulatory Requirement") which has the effect of canceling, changing, or superseding any material term or provision of this Agreement then the Parties shall negotiate in good faith to modify this Agreement in a manner consistent with the form, intent and purpose of this Agreement and as necessary to comply with such Regulatory Requirement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either party may invoke the Dispute Resolution provisions of this Agreement, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the change in law.
- 35.9. No Third Party Beneficiaries. This Agreement shall not be deemed to provide any third party with any benefit, remedy, claim, right of action or other right.
- 35.10. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 35.11. Authorization. TELCO is a corporation duly organized, validly existing and in good standing under the laws of the State of South Dakota and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder. Sprint Communications Company, L.P. is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

**IN WITNESS WHEREOF**, the Parties agree that the effective date of this Agreement is the date first written above, and each Party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

Sprint Communications Company L.P.

TELCO

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Schedule I

Pricing

<b><u>SERVICE</u></b>	<b><u>CHARGE</u></b>
RECIPROCAL COMPENSATION	<b><u>BILL AND KEEP</u></b> <i>(ILEC Conducting Flex study)</i>
TANDEM TRANSIT	\$xx.xx
END OFFICE TERMINATION	\$xx.xx
TRANSIT	\$ TBD
DIRECTORY DISTRIBUTION CHARGES	<i>To be determined at time of the request</i>

**Karen Webb**


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**From:** Meredith Moore [meredithm@cutlerlawfirm.com]  
**Sent:** Wednesday, May 10, 2006 3:27 PM  
**To:** Barone, Monica [LEG]  
**Cc:** Cronenwett, Sheryl [NTK]  
**Subject:** RE: SD ICAs

Monica,

My recollection from my notes is that we may have addressed discussions between the parties that could occur between the parties before implementation, but "implementation activity" raises concerns for me in that I am unsure as to exactly what the concept entails, i.e., whether it is construction, incurring expenses, time-consuming technical endeavors, etc. My clients have indicated that they are not willing to take any affirmative steps such as those without Sprint obtaining proper certification from the PUC. As such, I would not agree with the proposed language, but would agree to the following language:

**"The Parties agree that they can begin implementation activity upon signature of both Parties if Sprint has obtained the requisite authority to operate in TELCO's territory."**

The use of your language would eliminate the need for two separate sentences, and more specifically our proposed italicized language, and would instead indicate a dispute only of "or is in the process of obtaining" the requisite authority.

Thank you.

Meredith  
Meredith Moore  
Cutler & Donahoe, LLP  
100 N. Phillips Ave., 9th Fl.  
Sioux Falls, SD 57104-6725  
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**From:** Barone, Monica [LEG] [mailto:monica.barone@sprint.com]  
**Sent:** Wednesday, May 10, 2006 2:38 PM  
**To:** Meredith Moore  
**Cc:** Cronenwett, Sheryl [NTK]  
**Subject:** SD ICAs

Good afternoon Meredith – (It used to say Good morning, but I got pulled away on other issues times since starting this).

I have a couple of clean up items to run by you on the interconnection agreement. First, I

10/13/2006

EXHIBIT **E**

wanted to thank you for clarifying your position on 17.2 of the agreement. I do not have the email that you sent Sheryl, but here is the note you sent on this item.

We would agree to implementation of any Agreement reached or arbitrated at the time the PUC certifies Sprint to provide services in rural areas, as expressed in its previous rulings, or upon PUC approval of the ICA. Again, I'm sorry for any confusion. However, I think our clients' positions need to be consistent with the previous language which we have advocated for which references obtaining all necessary certifications for operation and I do not believe that implementation upon signature would be consistent with our previous statements"

I understood that you did not object to the parties starting preliminary discussions before the PSC approved the agreement. I also understand that Sprint needs to address the certification issue. I think the language as it is a bit confusing. What do you think about the language in bold underline below? This simply gives the parties an opportunity to talk if it looks like everything is a go. No traffic would be delivered until the agreement is approved and Sprint is authorized to operate in the ILEC territories.

17.2 This Agreement shall commence when fully executed approved by the Commission and have an initial term of one (1) year from the date of that Commission approval. **The Parties, however, agree that they can begin implementation activity upon signature of both Parties if Sprint has obtained or is in the process of obtaining the requisite authority to operate in TELCO's territory. The Parties agree that they can begin the implementation activity upon satisfaction of all conditions precedent as established by the Condition.** This Agreement shall automatically renew for successive one (1) year periods, unless either Party gives written notice at least sixty (60) days prior to the expiration of the initial, or any renewal term, of its desire not to renew. If such notice is given, this Agreement shall not renew subject to section 17.3 below.

17.3 Either party may seek to terminate this Agreement by providing written notice to the other Party at least sixty (60) days prior to expiration of the initial term or any succeeding term. If ILEC sends a timely notice to terminate and Sprint replies with a timely notice for re-negotiation under section 18.2, this Agreement will continue in full force and effect until a new Agreement is effective through either negotiation, mediation or arbitration under 47 U.S.C. § 252.

Also, when I was reviewing this language I realized that we probably need the clarifying language in 17.2 highlighted in yellow above.

Please let me know your thoughts on these two edits and whether we can make these changes in the ICAs for all three companies.

Thank you.

Monica

Monica M. Barone

Sprint Nextel

6450 Sprint Parkway

Overland Park, KS 66251

10/13/2006

913-315-9134 (Voice)

913-523-2738 (Fax)

913-908-2444 (PCS)

monica.barone@sprint.com

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**Karen Webb**

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**From:** Meredith Moore [meredithm@cutlerlawfirm.com]  
**Sent:** Wednesday, May 10, 2006 3:07 PM  
**To:** Cronenwett, Sheryl [NTK]  
**Subject:** RE: Question on Sprint/ITC, McCook, Santel

Sheryl,

We will stand by use of the word "transitional" for now. It is our understanding from reviewing the LNP dockets in South Dakota, some of which were still in play in 2005, that our Commission used the word transitional with regard to LNP in its Orders and has continued to use the phrase. Section 10.2., as proposed by ITC, has been used in another agreement to which ITC is a party. I appreciate that may not be quite in keeping with the current state of the law, but for purposes of our Commission we would prefer to keep the language. If the Commission indicates otherwise or no longer uses the word, we'll obviously make the change accordingly. Depending upon what decisions are made with regard to the exact provisioning of LNP by the Commission, I would anticipate that we will have to change or add to the provision which we have currently proposed. As such, I do not want to make any changes to our current language or propose different language.

Thank you.

Meredith  
Meredith Moore  
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**From:** Cronenwett, Sheryl [NTK] [mailto:Sheryl.M.Cronenwett@sprint.com]  
**Sent:** Wednesday, May 10, 2006 10:19 AM  
**To:** Cronenwett, Sheryl [NTK]; Meredith Moore  
**Subject:** RE: Question on Sprint/ITC, McCook, Santel

Aslo -

I believe we struck the word "transitional" in Section 10.2 (LNP)? We discussed and if Interestate doesn't want to strike, I guess that would be a dispute. Just let me know -- Thanks.

-----Original Message-----

**From:** Cronenwett, Sheryl [NTK]  
**Sent:** Wednesday, May 10, 2006 10:04 AM  
**To:** 'meredithm@cutlerlawfirm.com'  
**Subject:** Question on Sprint/ITC, McCook, Santel

10/13/2006

**Importance:** High

Meredith -

I have a question on the Agreement (Sections 5.6, 5.7 and 5.8). I have in my notes that we discussed this section was brought over from the previous Section 12 and was underlined in Section 12 -- but no longer underlined in Sections 5.6, 5.7 and 5.8. I am showing that you accepted. I apologize if I have already asked - I am working on several documents and want this to be right.

5.6. The Parties will mutually agree on the appropriate sizing for two-way facilities. The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The Interconnection facilities provided by each Party shall, where technically available, be formatted using Bipolar 8 Zero Substitution ("B8ZS"). The Grade of Service for all facilities between the Parties will be engineered and provisioned to achieve P.01 Grade of Service. Each Party shall make available to the other Party trunks over which the originating Party can terminate Traffic of the End Users of the originating Party to the End Users of the terminating Party, provided, however, that each Party retains the right to modify the trunk facilities it provides to its side of the POI.

5.7. The electrical interface at the POI will be for a DS1 level. If any other electrical interface is mutually agreed to by the Parties, then each Party shall provide any required multiplexing to a DS1 level

5.8. Prior to the establishment of a direct connection of the parties' networks, each Party will provide the other with a point of contact for escalation for ordering and provisioning related matters and, if a two-way interconnection facility is used, the reconciliation of trunk forecasts.

**Sheryl Cronenwett**  
**Sprint Nextel Interconnection Services**  
**Voice: 913-762-4288**  
**Fax: 913-762-0117**  
**sheryl.m.cronenwett@sprint.com**

**Karen Webb**

---

**From:** Meredith Moore [meredithm@cutlerlawfirm.com]  
**Sent:** Wednesday, May 03, 2006 10:56 AM  
**To:** Cronenwett, Sheryl [NTK]  
**Subject:** RE: Question on 2 more sections of the Sprint & Interstate/McCook/Santel Agreement

Sheryl,

As far as 16.1, we are in agreement with the way in which you worded it in your e-mail dated May 1, which provided:

16.1 Each Party is solely responsible for the receipt and transmission of 911/E911 traffic originated by users of its Telephone Exchange Services. The Parties **agree that 911/E911** traffic will not usually be routed traffic over the interconnection trunk group(s) identified in and required by this Section. To the extent that a Party routes such traffic over such arrangements, that Party shall fully indemnify and hold harmless the other Party for any claims, including claims of third parties, related to such calls, **to the extent liability is not limited under federal or state law.**

We would agree with 16.1 as now worded.

I'll look at 8.2.2 and get back to you.

Meredith

Meredith Moore  
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---

**From:** Cronenwett, Sheryl [NTK] [mailto:Sheryl.M.Cronenwett@sprint.com]  
**Sent:** Wednesday, May 03, 2006 11:13 AM  
**To:** Meredith Moore  
**Subject:** Question on 2 more sections of the Sprint & Interstate/McCook/Santel Agreement

Meredith - Thank you for your updated information on the MSAG. Could you also address the sections below?

Is this how you want Section 8.2.2. to be shown?

10/13/2006

8.2.2. If a Party sends Telecommunications Traffic over the interconnection arrangement, and if the terminating Party is unable to measure the jurisdiction of the traffic, **the other party will provide the termination party a PLU and PIU to determine the appropriate intercarrier compensation subject to section 5.5. then such traffic will be billed by the terminating party in accordance with SDCL § 49-31-111.**

How do you want your language reflected in the below section? This is the one that was worded funny, due to several redlines and I need to get your preferences.

16.1 Each Party is solely responsible for the receipt and transmission of 911/E911 traffic originated by users of its Telephone Exchange Services. The Parties **acknowledge and affirm that calls to 911/E911 services shall NOT agree that 911/E911** traffic will not usually be routed the extent that a Party **incorrectly** routes such traffic over the **interconnection** trunk group(s) identified in and required by this Section. To the extent that a Party routes such traffic over such arrangements, that Party shall fully indemnify and hold harmless the other Party for any claims, including claims of third parties, related to such calls, **to the extent liability is not limited under federal or state law.**

**Sheryl Cronenwett**  
**Sprint Nextel Interconnection Services**  
**Voice: 913-762-4288**  
**Fax: 913-762-0117**  
**sheryl.m.cronenwett@sprint.com**

**Karen Webb**

---

**From:** Meredith Moore [meredithm@cutlerlawfirm.com]  
**Sent:** Monday, May 01, 2006 5:35 PM  
**To:** Cronenwett, Sheryl [NTK]  
**Subject:** RE: Clarification -- Sections of Sprint agreement

Sheryl,

With regard to the proposed language which you previously inquired about, paragraphs 1.4, 13.5, 13.5.1, 13.5.2, 13.5.3, 15.11 and 16.1 are acceptable to our clients.

With regard to paragraph 17.2, if I previously agreed to that language, I was mistaken in doing so and apologize for any error in that regard. However, we would not agree to the language in bold ("The Parties agree that they can begin the implementation activity upon signature of both Parties."). We would agree to implementation of any Agreement reached or arbitrated at the time the PUC certifies Sprint to provide services in rural areas, as expressed in its previous rulings, or upon PUC approval of the ICA. Again, I'm sorry for any confusion. However, I think our clients' positions need to be consistent with the previous language which we have advocated for which references obtaining all necessary certifications for operation and I do not believe that implementation upon signature would be consistent with our previous statements. As such, our proposed language would be: "The Parties agree that they can begin the implementation activity upon satisfaction of all conditions precedent as established by the Condition."

I'm still awaiting word on the MSAG. Worst case scenario, I do know that we will have the general managers in our office on Wednesday for another matter so I will catch them on that date. However, I think I will be able to get back to you in advance of that date.

Thank you.

Meredith

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---

**From:** Cronenwett, Sheryl [NTK] [mailto:Sheryl.M.Cronenwett@sprint.com]  
**Sent:** Monday, May 01, 2006 2:12 PM  
**To:** Meredith Moore  
**Subject:** RE: Clarification -- Sections of Sprint agreement

10/13/2006

Thanks Meredith.

One other thing, have you heard anything on the Flex studies? Do you think there will be anything to report by COB on Wednesday?

-----Original Message-----

**From:** Meredith Moore [mailto:meredithm@cutlerlawfirm.com]

**Sent:** Monday, May 01, 2006 2:02 PM

**To:** Cronenwett, Sheryl [NTK]

**Subject:** RE: Clarification -- Sections of Sprint agreement

Sheryl,

I'll take a look at the language below and get back to you as soon as I can. We are still awaiting replies from two of the companies on the MSAG information, but will confirm that as soon as we can as well. Thank you.

Meredith

---

**From:** Cronenwett, Sheryl [NTK] [mailto:Sheryl.M.Cronenwett@sprint.com]

**Sent:** Monday, May 01, 2006 12:22 PM

**To:** Meredith Moore; rtaylor@cutlerlawfirm.com

**Subject:** Clarification -- Sections of Sprint agreement

Meredith/Ryan -

Based on our conversations last week, could you look at the sections below and let me know if I have characterized correctly. Also -- if you could let me know about the dialing parity language ASAP.

Thanks for your assistance.

**1.4 . Each Party agrees that it will not knowingly provision any of its services in a manner that permits the arbitrage and/or circumvention of the application of switched access charges by the other Party.**

**\*\* I thought you agreed to the above language - just checking.**

**13.5. A maintenance service charge applies per the TELCO's applicable Tariff. whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of, but not limited to, the following conditions exist:**

***13.5.1. No trouble is found in the interconnection trunks;***

***13.5.2. The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or***

***13.5.3. Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits.***

**\*\* We both agree to all of the above with the conditions and "not limited to" language?**

**15.11. *Sprint shall pay TELCO both the rate per directory listed in Schedule I hereto and the cost TELCO incurs in complying with the requirements of Section 15.9.*** TELCO will place the same restrictions on the Sprint's End Users as it does for itself when assigning book quantities.

16.1 Each Party is solely responsible for the receipt and transmission of 911/E911 traffic originated by users of its Telephone Exchange Services. The Parties **agree that 911/E911** traffic will not usually be routed traffic over the interconnection trunk group(s) identified in and required by this Section. To the extent that a Party routes such traffic over such arrangements, that Party shall fully indemnify and hold harmless the other Party for any claims, including claims of third parties, related to such calls, **to the extent liability is not limited under federal or state law.**

\*\* Also -- for Section 16, I think Ryan was going to check on how the MSAG works within the county.

17.2. This Agreement shall commence when fully executed approved by the Commission and have an initial term of one (1) year from the date of that Commission approval. **The Parties agree that they can begin the implementation activity upon signature of both Parties.** This Agreement shall automatically renew for successive one (1) year periods, unless either Party gives written notice at least sixty (60) days prior to the expiration of the initial, or any renewal term, of its desire not to renew. If such notice is given, this Agreement shall not renew.

**\*\* I show that you had accepted the language in bold -- Yes or No?**

*Sheryl Cronenwett*  
*Sprint Nextel Interconnection Services*  
*Voice: 913-762-4288*  
*Fax: 913-762-0117*  
*sheryl.m.cronenwett@sprint.com*

**Karen Webb**

---

**From:** Meredith Moore [meredithm@cutlerlawfirm.com]  
**Sent:** Thursday, March 16, 2006 1:15 PM  
**To:** Cronenwett, Sheryl [NTK]  
**Cc:** Barone, Monica [LEG]; Ryan Taylor  
**Subject:** Sprint Request for ICA

Ms. Cronenwett:

We are in receipt of your e-mail correspondence and the attached redline of the proposed ICA for ITC and McCook and have reviewed the same with our clients. Based on the extent of the redline of that document, we would echo Paul Schudel's sentiments as expressed in his March 15, 2006, e-mail correspondence to you and Ms. Barone. As such, we would join in his request that Sprint provide a list of those issues on which it is willing to negotiate. ITC and McCook intend to engage in negotiations, but without some narrowing of the current issues raised by Sprint's redline, it will be very difficult, if not impossible to proceed with meaningful and substantive negotiations. Additionally, until we have some idea of what issues Sprint is willing to discuss, we do not believe it will be beneficial to provide those edits to the original template that will be specific to both ITC and McCook, particularly given that many of those specific issues revolve around a reciprocal compensation billing arrangement which is not currently contemplated in Sprint's redline.

Thank you and we look forward to hearing from you.

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10/13/2006



**Karen Webb**

---

**From:** Meredith Moore [meredithm@cutlerlawfirm.com]  
**Sent:** Wednesday, March 01, 2006 4:18 PM  
**To:** Cronenwett, Sheryl [NTK]  
**Cc:** bkroth@trietel.net; jerryhei@itctel.com; Paul M. Schudel  
**Subject:** Sprint Interconnection Requests

Ms. Cronenwett:

Thank you for your message. Ryan Taylor and I will be working together on this matter. Please find our contact information below.

Our intention is to negotiate jointly and allow Mr. Schudel to take the lead in those negotiations. There may be some instances in which our clients' interests differ from those of Golden West, particularly with regard to compensation issues and interconnection arrangements, and as such, we will obviously speak for our clients on those issues. This is particularly the case with Interstate Communications Cooperative, Inc. ("ITC"), given that the company has a Minnesota presence as well and Sprint has made an interconnection request to ITC in Minnesota. Should Sprint desire to negotiate its requests for interconnection in South Dakota and Minnesota separately, Ryan Taylor and I will be the only attorneys involved in any Minnesota negotiations. As previously indicated, we believe it makes the most sense to negotiate with both South Dakota and Minnesota in mind.

We will be working from the interconnection agreement submitted by Mr. Schudel on behalf of the Golden West companies and will provide to you our draft of that Agreement, to the extent that it differs from Mr. Schudel's, prior to Friday's meeting.

We look forward to speaking with you on Friday. Thank you.

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10/13/2006

Mr. Taylor:

Good Afternoon. Based on Mr. Schudel's note yesterday, I would like to have some clarification on how Interstate Communications Cooperative, Inc. and McCook Cooperative Telephone Company will be approaching this interconnection agreement. We are on a short timeline and will need to make a determination on which agreement we will be working from for negotiation purposes. We have some questions regarding whether it is your preference to work from the document suggested by Mr. Schudel or to redline the Sprint document and whether you are planning to negotiate jointly with them on all issues? In other states involving joint negotiations, we generally encounter 1 attorney and/or consultant handling the negotiations for all companies involved. So far, we only have feedback on how the Golden West companies are approaching the discussions and agreement.

Sprint also requests that we have signed NDAs with all involved parties before our discussion on Friday afternoon. I have attached the NDA document.

Thank you for your assistance. We look forward to working with you.

**Sheryl Cronenwett**  
**Sprint Nextel Interconnection Services**  
**Voice: 913-762-4288**  
**Fax: 913-762-0117**  
**sheryl.m.cronenwett@sprint.com**

<<TelecomMgmtlCAMutuaNDA.doc>>

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10/13/2006



**Sprint Nextel**  
KSOPHA0316 - 3B750  
6330 Sprint Parkway  
Overland Park, KS 66251  
Office: (913) 762-3519 Fax: (913) 762-0117  
PCS: (913) 226-3172

**Jim Gampper**  
Interconnection Solutions  
Jim.J.Gampper@mail.sprint.com

March 6, 2006

Jerry Heiberger  
Interstate Telecommunications Coop Inc.  
312 4<sup>th</sup> Street  
PO Box 920  
Clear Lake, South Dakota 57226

RE: Local Number Portability Bonafide Request

Dear Mr. Heiberger,

Pursuant to 47 C.F.R. § 52.23 Sprint Communications Company L.P. ("Sprint") submits this letter as its Local Number Portability ("LNP") Bona Fide Request ("BFR") to Interstate Telecommunications Cooperative. The purpose of this BFR is to initiate the six-month regulatory timeline established under section 52.23(c) to ensure LNP functionality is available to Sprint in Interstate Telecommunications Cooperative's service area.

Section 52.23(c) states that "all LECs must make a long-term database method for number portability available within six months after a specific request by another telecommunications carrier in areas in which that *telecommunications carrier* is operating or plans to operate."

As you know, Sprint and Interstate Telecommunications Cooperative are currently negotiating an interconnection agreement. Please note, however, that there is no requirement that the interconnection agreement be completed prior to initiating the six-month timeline in 47 C.F.R. § 52.23(c). Specifically, the regulatory six-month timeline begins on the date you receive this request.

Sprint CLEC will utilize the Service Provider ID (SPID) of 8712 to provide telecommunications services in Minnesota & South Dakota and to place local number porting requests with your company. Specifically, Sprint requests local number portability capabilities in the following rate centers: Hendricks, Lake Benton and Whendricks.

Please provide Sprint with the status of these rate centers regarding their Local Number Portability capabilities (i.e. software, hardware, remotes) within 10 days of your receipt of this request.

We appreciate your cooperation in implementing number portability and look forward to your timely response. If you have any questions concerning this request please contact me at the above telephone number.

Sincerely,

Jim Gampper

Attachment: BFR - 1654

EXHIBIT F

## Bonafide Request Form (BFR)

**Purpose:** This form is used to request deployment of long-term Local Number Portability as defined in the FCC mandates (CC Docket 95-116). Specifically, this form requests that **ALL** codes be opened for portability within the Metropolitan Statistical Areas and wireline switch CLLI codes designated below. This form may be used for both wireless and wireline requests.

### TO (RECIPIENT):

OCN: 1654

Company Name: Interstate Telecommunications  
Cooperative

Contact Name: Jerry Heiberger

Contact's Address:

312 4<sup>th</sup> Street  
PO Box 920  
Clear Lake, South Dakota 57226

### FROM (REQUESTOR):

Company Name: Sprint CLEC (8712)

Contact Name: Jim Gampper

Contact's Address:

6330 Sprint Parkway, Overland Park, KS 66251  
Mailstop: KSOPHA0316-3B750

Contact's Email: Jim.J.Gampper@mail.sprint.com

Contact's Fax: (913) 762-0117

Contact's Phone: (913) 762-3519

### Timing:

Date of Request: March 6, 2006

Receipt Confirmation Due By: February 16, 2006 (Due no later than 10 days after the Date of Request)

Effective Date: September 6, 2006 (or asap but no later than FCC timeline requires)

### Rate Centers (RCs):

1<sup>st</sup> RC: Hendricks

2<sup>nd</sup> RC: Lake Benton

3<sup>rd</sup> RC: Whendricks

### Designated Switch CLLI Codes:

(CLLI – Common Language Location Identifier)

1<sup>st</sup> CLLI: HNDRMNXHRS2

2<sup>nd</sup> CLLI: LKBNMNXLRS3

### Actions Required of the Recipient:

1. Within 10 days of receipt, provide confirmation to the requestor that this form has been received.
2. For **all** currently released codes, and those to be released at any future time, within the designated wireline switch CLLI codes (where applicable), open **all** for porting within the LERG.
3. For **all** currently released codes, and those to be released at any future time, within the wireline switch CLLI codes (where applicable), open **all** for porting within the NPAC (Number Portability Administration Center).
4. Ensure that all switches handling codes within the designated RC are Local Number Portability capable.

RICHARD A. CUTLER  
KENT R. CUTLER  
BRIAN J. DONAHOE "1"  
STEVEN J. SARBACHER "1"  
JAYNA M. VOSS  
MICHAEL D. BORNITZ "1"  
TRENT A. SWANSON "1"  
RYAN J. TAYLOR "1"  
KIMBERLY R. WASSINK  
MEREDITH A. MOORE  
DAVID L. EDWARDS  
NATHAN S. SCHOEN "1"  
ONNA B. HOUICK "1"  
DAVID L. REZAC  
JARED A. SORENSON "1"

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March 16, 2006

JEAN BROCKMUELLER, CPA (Inactive)  
BUSINESS MANAGER

\*Also licensed to practice  
in Minnesota

\*\*Also licensed to practice  
in Iowa

†Also licensed to practice  
in Nebraska

\*Also licensed to practice  
in Missouri

†Admitted to practice in  
United States Tax Court

\*Also licensed as a  
Certified Public Accountant

\*Arizona license only

VIA FACSIMILE 913-762-0117 AND CERTIFIED MAIL

Mr. Jim Gampper  
Sprint Communications Company, L.P.  
6330 Sprint Parkway  
Overland Park, KS 66251  
Mailstop: KSOPHA0316-3B750

Re: Local Number Portability Bonafide Request - *Party has separate agreements.*  
Interstate Telecommunications Cooperative, Inc. *from interconnection.*

Dear Mr. Gampper:

Please be advised that Cutler & Donahoe, LLP serves as legal counsel to Interstate Telecommunications Cooperative, Inc. in this matter. Please consider this letter to be the written acknowledgement of Interstate Telecommunications Cooperative, Inc. that it has received the Bonafide Request Form ("BFR") issued by Sprint Communications Company, L.P. to Interstate Telecommunications Cooperative, Inc. on March 6, 2006, a copy of which is attached hereto as Exhibit A. The BFR in question requests Local Number Portability Services in the Hendricks, Lake Benton, and Whendricks rate centers.

This acknowledgment of receipt is being issued to you on March 16, 2006, although the BFR in question states that response is due by February 16, 2006. I am assuming that the intended deadline was March 16, 2006. If I am incorrect in my interpretation, please indicate so immediately.

As a preliminary matter to proceeding with your request for Local Number Portability Services, please indicate at what point on Interstate Telecommunications Cooperative, Inc.'s network Sprint Communications Company, L.P. intends to interconnect.

*4-4-06: left message w/ Brian.  
Response doesn't address BFR. BFR  
and interconnection done separately.  
Don't need point of interconnect to  
proceed w/ BFR.*

Mr. Jim Gampper  
Page 2  
March 16, 2006

Please direct any further communications on this issue to this office at the address indicated above. If you have any questions, please feel free to contact me at your convenience at (605) 335-4950.

Sincerely,

CUTLER & DONAHOE, LLP

A handwritten signature in black ink, appearing to read "Ryan J. Taylor", with a long horizontal flourish extending to the right.

Ryan J. Taylor  
For the Firm

RJT:dah  
cc: Jerry Heiberger



**Sprint Nextel**  
KSOPHA0316 - 3B750  
6330 Sprint Parkway  
Overland Park, KS 66251  
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PCS: (913) 226-3172

**Jim Gampper**  
Interconnection Solutions  
Jim.J.Gampper@mail.sprint.com

March 20, 2006

Jerry Heiberger  
Interstate Telecommunications Coop Inc.  
312 4<sup>th</sup> Street  
PO Box 920  
Clear Lake, South Dakota 57226

RE: Local Number Portability Bonafide Request

Dear Mr. Heiberger,

Pursuant to 47 C.F.R. § 52.23 Sprint Communications Company L.P. ("Sprint") submits this letter as its Local Number Portability ("LNP") Bona Fide Request ("BFR") to Interstate Telecommunications Cooperative. The purpose of this BFR is to initiate the six-month regulatory timeline established under section 52.23(c) to ensure LNP functionality is available to Sprint in Interstate Telecommunications Cooperative's service area.

Section 52.23(c) states that "all LECs must make a long-term database method for number portability available within six months after a specific request by another telecommunications carrier in areas in which that *telecommunications carrier* is operating or plans to operate."

As you know, Sprint and Interstate Telecommunications Cooperative are currently negotiating an interconnection agreement. Please note, however, that there is no requirement that the interconnection agreement be completed prior to initiating the six-month timeline in 47 C.F.R. § 52.23(c). Specifically, the regulatory six-month timeline begins on the date you receive this request.

Sprint CLEC will utilize the Service Provider ID (SPID) of 8712 to provide telecommunications services in Minnesota & South Dakota and to place local number porting requests with your company. Specifically, Sprint requests local number portability capabilities in the following rate centers: Brookings, Castlewood, Elkton, Estelline, Hayti, Lakenorden and white.

Please provide Sprint with the status of these rate centers regarding their Local Number Portability capabilities (i.e. software, hardware, remotes) within 10 days of your receipt of this request.

We appreciate your cooperation in implementing number portability and look forward to your timely response. If you have any questions concerning this request please contact me at the above telephone number.

Sincerely,

Jim Gampper

Attachment: BFR - 1651

## Bonafide Request Form (BFR)

Purpose: This form is used to request deployment of long-term Local Number Portability as defined in the FCC mandates (CC Docket 95-116). Specifically, this form requests that ALL codes be opened for portability within the Metropolitan Statistical Areas and wireline switch CLLI codes designated below. This form may be used for both wireless and wireline requests.

### TO (RECIPIENT):

OCN: 1651

Company Name: Interstate Telecommunications  
Cooperative

Contact Name: Jerry Heiberger

Contact's Address:

312 4<sup>th</sup> Street  
PO Box 920  
Clear Lake, South Dakota 57226

### FROM (REQUESTOR):

Company Name: Sprint CLEC (8712)

Contact Name: Jim Gampper

Contact's Address:

6330 Sprint Parkway, Overland Park, KS 66251  
Mailstop: KSOPHA0316-3B750

Contact's Email: Jim.J.Gampper@mail.sprint.com

Contact's Fax: (913) 762-0117

Contact's Phone: (913) 762-3519

### Timing:

Date of Request: March 20, 2006

Receipt Confirmation Due By: April 5, 2006 (Due no later than 10 days after the Date of Request)

Effective Date: September 20, 2006 (or asap but no later than FCC timeline requires)

### Rate Centers (RCs):

1<sup>st</sup> RC: Brookings  
2<sup>nd</sup> RC: Castelwood  
3<sup>rd</sup> RC: Elkton  
4<sup>th</sup> RC: Estelline  
5<sup>th</sup> RC: Hayti  
6<sup>th</sup> RC: Lakenorden  
7<sup>th</sup> RC: White

### Designated Switch CLLI Codes:

(CLLI – Common Language Location Identifier)

1<sup>st</sup> CLLI: BKNGSDXBDS0

5<sup>th</sup> CLLI: HAYTSDXARS1

2<sup>nd</sup> CLLI: CSWDSDXARS1

6<sup>th</sup> CLLI: LKNRSD01RS0

3<sup>rd</sup> CLLI: EKTNSDXARS3

7<sup>th</sup> CLLI: WHTESDXARS6

4<sup>th</sup> CLLI: ESTLSDXADS0

### Actions Required of the Recipient:

1. Within 10 days of receipt, provide confirmation to the requestor that this form has been received.
2. For all currently released codes, and those to be released at any future time, within the designated wireline switch CLLI codes (where applicable), open all for porting within the LERG.
3. For all currently released codes, and those to be released at any future time, within the wireline switch CLLI codes (where applicable), open all for porting within the NPAC (Number Portability Administration Center).
4. Ensure that all switches handling codes within the designated RC are Local Number Portability capable.



RICHARD A. CUTLER  
KENT R. CUTLER  
BRIAN J. DONAHOE \*\*  
STEVEN J. SARBACHER \*\*  
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MICHAEL D. BORNITZ †  
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CUTLER & DONAHOE, LLP  
ATTORNEYS AT LAW

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March 31, 2006

JEAN BROCKMEYER, CPA (Inactive)  
BUSINESS MANAGER

\*Also licensed to practice  
in Minnesota

\*\*Also licensed to practice  
in Iowa

†Also licensed to practice  
in Nebraska

‡Also licensed to practice  
in Missouri

§Admitted to practice in  
United States Tax Court

\*Also licensed as a  
Certified Public Accountant

\*Arizona license only

VIA FACSIMILE 913-762-0117 AND CERTIFIED MAIL

Mr. Jim Gampper  
Sprint Communications Company, L.P.  
6330 Sprint Parkway  
Overland Park, KS 66251  
Mailstop: KSOPHA0316-3B750

Re: Local Number Portability Bonafide Request -  
Interstate Telecommunications Cooperative, Inc.

Dear Mr. Gampper:

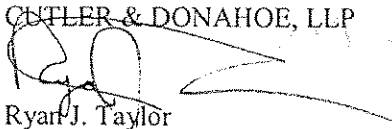
Please be advised that Cutler & Donahoe, LLP serves as legal counsel to Interstate Telecommunications Cooperative, Inc. in this matter. Please consider this letter to be the written acknowledgement of Interstate Telecommunications Cooperative, Inc. that it has received the Bonafide Request Form ("BFR") issued by Sprint Communications Company, L.P. to Interstate Telecommunications Cooperative, Inc. on March 22, 2006, a copy of which is attached hereto as Exhibit A. The BFR in question requests Local Number Portability Services in the Brookings, Castlewood, Elkton, Estelline, Hayti, Lake Norden, and White rate centers.

As a preliminary matter to proceeding with your request for Local Number Portability Services, please indicate at what point on Interstate Telecommunications Cooperative, Inc.'s network Sprint Communications Company, L.P. intends to interconnect.

Please direct any further communications on this issue to this office at the address indicated below. If you have any questions, please feel free to contact me at your convenience at (605) 335-4950.

Sincerely,

CUTLER & DONAHOE, LLP

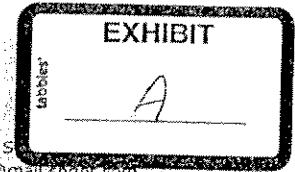
  
Ryan J. Taylor  
For the Firm

RJT:dah  
cc: Jerry Heiberger



Sprint Nextel  
KSOPHA0316 - 3B750  
6330 Sprint Parkway  
Overland Park, KS 66251  
Office: (913) 762-3519 Fax: (913) 762-0117  
PCS: (913) 226-3172

Jim Gampper  
Interconnection S  
Jim.J.Gampper@mail.sprint.com



March 20, 2006

Jerry Heiberger  
Interstate Telecommunications Coop Inc.  
312 4<sup>th</sup> Street  
PO Box 920  
Clear Lake, South Dakota 57226

RE: Local Number Portability Bonafide Request

Dear Mr. Heiberger,

Pursuant to 47 C.F.R. § 52.23 Sprint Communications Company L.P. ("Sprint") submits this letter as its Local Number Portability ("LNP") Bona Fide Request ("BFR") to Interstate Telecommunications Cooperative. The purpose of this BFR is to initiate the six-month regulatory timeline established under section 52.23(c) to ensure LNP functionality is available to Sprint in Interstate Telecommunications Cooperative's service area.

Section 52.23(c) states that "all LECs must make a long-term database method for number portability available within six months after a specific request by another telecommunications carrier in areas in which that *telecommunications carrier* is operating or plans to operate."

As you know, Sprint and Interstate Telecommunications Cooperative are currently negotiating an interconnection agreement. Please note, however, that there is no requirement that the interconnection agreement be completed prior to initiating the six-month timeline in 47 C.F.R. § 52.23(c). Specifically, the regulatory six-month timeline begins on the date you receive this request.

Sprint CLEC will utilize the Service Provider ID (SPID) of 8712 to provide telecommunications services in Minnesota & South Dakota and to place local number porting requests with your company. Specifically, Sprint requests local number portability capabilities in the following rate centers: Brookings, Castlewood, Elkton, Estelline, Hayti, Lakenorden and white.

Please provide Sprint with the status of these rate centers regarding their Local Number Portability capabilities (i.e. software, hardware, remotes) within 10 days of your receipt of this request.

We appreciate your cooperation in implementing number portability and look forward to your timely response. If you have any questions concerning this request please contact me at the above telephone number.

Sincerely,

Jim Gampper

Attachment: BFR - 1651

## Bonafide Request Form (BFR)

**Purpose:** This form is used to request deployment of long-term Local Number Portability as defined in the FCC mandates (CC Docket 95-116). Specifically, this form requests that ALL codes be opened for portability within the Metropolitan Statistical Areas and wireline switch CLLI codes designated below. This form may be used for both wireless and wireline requests.

### TO (RECIPIENT):

OCN: 1651  
Company Name: Interstate Telecommunications Cooperative  
Contact Name: Jerry Heiberger  
Contact's Address:  
312 4<sup>th</sup> Street  
PO Box 920  
Clear Lake, South Dakota 57226

### FROM (REQUESTOR):

Company Name: Sprint CLEC (8712)  
Contact Name: Jim Gampper  
Contact's Address:  
6330 Sprint Parkway, Overland Park, KS 66251  
Mailstop: KSOPHA0316-3B750  
Contact's Email: Jim.J.Gampper@mail.sprint.com  
Contact's Fax: (913) 762-0117  
Contact's Phone: (913) 762-3519

### Timing:

Date of Request: March 20, 2006  
Receipt Confirmation Due By: April 5, 2006 (Due no later than 10 days after the Date of Request)  
Effective Date: September 20, 2006 (or asap but no later than FCC timeline requires)

### Rate Centers (RCs):

1<sup>st</sup> RC: Brookings  
2<sup>nd</sup> RC: Castelwood  
3<sup>rd</sup> RC: Elkton  
4<sup>th</sup> RC: Estelline  
5<sup>th</sup> RC: Hayti  
6<sup>th</sup> RC: Lakenorden  
7<sup>th</sup> RC: White

### Designated Switch CLLI Codes:

(CLLI - Common Language Location Identifier)

1 <sup>st</sup> CLLI: BKNGSDXBDS0	5 <sup>th</sup> CLLI: HAYTSDXARS1
2 <sup>nd</sup> CLLI: CSWSDXARS1	6 <sup>th</sup> CLLI: LKNRSD01RS0
3 <sup>rd</sup> CLLI: EKTNSDXARS3	7 <sup>th</sup> CLLI: WHTESDXARS6
4 <sup>th</sup> CLLI: ESTLSDXADS0	

### Actions Required of the Recipient:

1. Within 10 days of receipt, provide confirmation to the requestor that this form has been received.
2. For all currently released codes, and those to be released at any future time, within the designated wireline switch CLLI codes (where applicable), open all for porting within the LERG.
3. For all currently released codes, and those to be released at any future time, within the wireline switch CLLI codes (where applicable), open all for porting within the NPAC (Number Portability Administration Center).
4. Ensure that all switches handling codes within the designated RC are Local Number Portability capable.



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PCS: (913) 226-3172

**Jim Gampper**  
Interconnection Solutions  
Jim.J.Gampper@mail.sprint.com

April 18, 2006

RE: Local Number Portability Bonafide Request (Follow-up)

Ryan J. Taylor  
Cutler & Donahoe, LLP  
100 North Phillips Ave, 9<sup>th</sup> Floor  
Sioux Falls, SD 57104-6725

Dear Mr. Taylor,

This letter serves to address your response dated March 16, 2006 to Sprint's Local Number Portability Bona Fide Request (LNP "BFR") sent to Interstate Telecommunications Cooperative on March 6, 2006. Your response does not address the status of the switches listed within the attached BFR regarding their Local Number Portability capabilities. The BFR initiated the six-month regulatory timeline established under section 52.23(c) to ensure LNP functionality is available to Sprint in Interstate Telecommunications Cooperative's service area. Specifically, the regulatory six-month timeline **began** on the date Interstate Telecommunications Cooperative received the initial BFR.

Sprint will utilize the Service Provider ID (SPID) of 8712 to provide telecommunications services in Minnesota and to place intra-modal porting requests (wireline-to-wireline) with your company. Sprint plans to operate in the rate centers listed within the attached BFR and is in the process of negotiating an interconnection agreement or has sent or will be sending a request to negotiate and Interconnection Agreement with Interstate Telecommunications Cooperative. Please note, however, that there is no requirement that the interconnection agreement be completed prior to initiating the six-month timeline in 47 C.F.R. § 52.23(c). Specifically, the point of interconnection is not required to proceed with the BFR. This information can be discussed during the interconnection negotiations. Once again, the regulatory six-month timeline began on the date you received the **initial BFR**.

A legitimate basis for a refusal to port is if your company has been granted an intramodal porting suspension either by the FCC or the commission in the state your company operates. Sprint is not aware of any authority stating that your obligation to implement wireline-to-wireline portability has been suspended.

As previously requested, please provide the docket number of the FCC or state commission order suspending your intramodal porting participation, if any exists, and the date such suspension ends and/or a specific technical reason your company is unable to port with Sprint and a date by which the technical obstacle will be overcome. If there is no such suspension, please adhere to the BFR instructions by providing the LNP capabilities per switch and **date when each switch and/or code will reflect port capable in the LERG**. If you do not respond within ten days, Sprint will pursue any available legal remedies to ensure compliance with the porting requirements.

Thank you in advance for your timely response to this request and your cooperation in implementing number portability. If you have any questions concerning this request please contact me at the above telephone number.

Sincerely,

Jim Gampper  
Attachment: BFR - 1654



**Sprint Nextel**  
KSOPHA0316 - 3B750  
6330 Sprint Parkway  
Overland Park, KS 66251  
Office: (913) 762-3519 Fax: (913) 762-0117  
PCS: (913) 226-3172

**Jim Gampper**  
Interconnection Solutions  
Jim.J.Gampper@mail.sprint.com

April 18, 2006

RE: Local Number Portability Bonafide Request (Follow-up)

Ryan J. Taylor  
Cutler & Donahoe, LLP  
100 North Phillips Ave, 9<sup>th</sup> Floor  
Sioux Falls, SD 57104-6725

Dear Mr. Taylor,

This letter serves to address your response dated March 31, 2006 to Sprint's Local Number Portability Bona Fide Request (LNP "BFR") sent to Interstate Telecommunications Cooperative on March 20, 2006. Your response does not address the status of the switches listed within the attached BFR regarding their Local Number Portability capabilities. The BFR initiated the six-month regulatory timeline established under section 52.23(c) to ensure LNP functionality is available to Sprint in Interstate Telecommunications Cooperative's service area. Specifically, the regulatory six-month timeline **began** on the date Interstate Telecommunications Cooperative received the initial BFR.

Sprint will utilize the Service Provider ID (SPID) of 8712 to provide telecommunications services in South Dakota and to place intra-modal porting requests (wireline-to-wireline) with your company. Sprint plans to operate in the rate centers listed within the attached BFR and is in the process of negotiating an interconnection agreement or has sent or will be sending a request to negotiate and Interconnection Agreement with Interstate Telecommunications Cooperative. Please note, however, that there is no requirement that the interconnection agreement be completed prior to initiating the six-month timeline in 47 C.F.R. § 52.23(c). Specifically, the point of interconnection is not required to proceed with the BFR. This information can be discussed during the interconnection negotiations. Once again, the regulatory six-month timeline began on the date you received the **initial BFR**.

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Thank you in advance for your timely response to this request and your cooperation in implementing number portability. If you have any questions concerning this request please contact me at the above telephone number.

Sincerely,

Jim Gampper  
Attachment: BFR - 1651