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George Baker Thomson, Jr.
Corporate Counsel

December 9, 2009

Patricia Van Gerpen, Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

Re: Wireless Type 2 Interim Agreement between Qwest Corporation and
T-Mobile USA, Inc. for the State of South Dakota

Dear Ms. Van Gerpen:

Enclosed for filing for approval by the South Dakota Public Utilities Commission pursuant to 47 U.S.C. § 252 is the Wireless Type 2 Interim Agreement between Qwest Corporation and T-Mobile USA, Inc. for the State of South Dakota.

Contact information for T-Mobile USA, Inc. is as follows:

T-Mobile USA, Inc.
Eric Pue, Contract Manager
12920 SE 38th Street
Bellevue, WA 98006
Phone: 425-383-3949
Facsimile: 425-383-2340
E-mail: eric.pue2@t-mobile.com

Please contact me if you have any questions or concerns. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "George Thomson".

George Baker Thomson, Jr.

Enclosure

e-mail cc: Eric Pue, T-Mobile USA, Inc.
cc: David L. Ziegler, Qwest

INTERIM AGREEMENT -- SOUTH DAKOTA

THIS INTERIM AGREEMENT ("Interim Agreement") is entered into by and between Qwest Corporation, a Colorado corporation ("Qwest"), and T-Mobile USA, Inc., formerly known as VoiceStream, a Delaware corporation ("T-Mobile"). T-Mobile and Qwest each are referred to as a "Party" and are collectively referred to as the "Parties" to this Interim Agreement.

Whereas, on October 28, 2009, T-Mobile requested negotiations of a new Interconnection Agreement (the "new Interconnection Agreement") under Section 252(a) of the Telecommunications Act of 1996 in the state of South Dakota; and

Whereas, the effectiveness of the new Interconnection Agreement is subject to both its full execution by the Parties and its submission to and approval by the South Dakota Commission; and

Whereas, pending the effectiveness of the new Interconnection Agreement and pursuant to 47 C.F.R. §51.715, the Parties wish to provide for interim terms under which T-Mobile will receive Type 2 Interconnection service from Qwest in the state of South Dakota.


NOW THEREFORE, the Parties in consideration of the foregoing and intending to be legally bound, hereby agree as follows:

- (a) Upon the mutual execution of this Interim Agreement and pending the effectiveness of the new Interconnection Agreement, Qwest and T-Mobile agree to be bound by and abide by the terms, provisions, rates and conditions of the Qwest Wireless Type 2 Template located on the Qwest Wholesale web site at: <http://www.qwest.com/wholesale/clecs/wirelessagreements.html>. The parties' Interim Agreement will include the Exhibit A for South Dakota, and Exhibit B.
- (b) This Interim Agreement shall be superseded and replaced by the new Interconnection Agreement upon approval of the new negotiated or arbitrated Interconnection Agreement by the South Dakota Commission and its effectiveness pursuant to Section 252(e) of the Act. Each of the Parties shall remain responsible for the performance of duties incurred but not performed, and retain rights accrued but not exercised during the term of the Interim Agreement. Notwithstanding Section 6.3.5 of the Qwest Wireless Type 2 Template, the Parties agree to exchange IntraMTA Traffic during the term of this Interim Agreement on a bill-and-keep basis, whereby neither party charges the other party reciprocal compensation for the termination of IntraMTA traffic originated by the other party. All amounts billed and paid between the parties during the course of this Interim Agreement will be true-up to the rates contained in the new Interconnection Agreement in accordance with 47 C.F.R. §51.715. This Interim Agreement shall cease to be in effect if the period for requesting arbitration has passed with no such request. In the event the Interim Agreement ceases to be in effect because no party seeks arbitration, there will be no true-up of compensation paid.

- (c) This Interim Agreement shall be governed by and construed in accordance with federal law and the laws of the State of South Dakota without regard to choice of law principles thereof.
- (d) Any Amendment, modification, or supplement to this Interim Agreement must be in writing and signed by authorized representatives of both of the Parties.
- (e) The parties agree that during this Interim Agreement T-Mobile will initially establish the following interconnection with Qwest in South Dakota:
 - a. 8 T1s between a T-Mobile point of presence and the Sioux Falls Access Tandem (SXFLSDCO9T). This will be a Type 2A connection.
 - b. 5 T1s between a T-Mobile point of presence and the Sioux Falls Local Tandem (SXFLSDCO01T). This will be a Type 2A connection.
 These facilities will be used to exchange traffic between Qwest and T-Mobile for T-Mobile customers located in the Sioux Falls LATA.
- (f) Notwithstanding anything in this Interim Agreement to the contrary, the parties hereto agree that T-Mobile will not establish during this Interim Agreement, Type 2A trunks to the Rapid City Access Tandem and T-Mobile will abide by the terms and conditions of the Single Point of Presence Waiver set forth as Attachment 1 to this Interim Agreement.
- (g) By executing this Interim Agreement, neither party will be precluded from arguing that any terms proposed by the other Party for inclusion in the new Interconnection Agreement are inconsistent with the Telecommunications Act of 1996, and neither party will claim otherwise in any arbitration before the South Dakota Commission.

IN WITNESS WHEREOF, the Parties have executed this Interim Agreement as of the date last below written.

T-Mobile



 Signature
 Bryan Fleming
 Director, Carrier Management

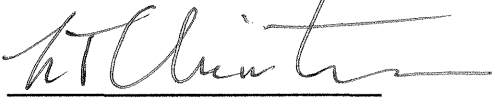
 Name Printed/Typed

 Title

 11/20/09

 Date

Qwest Corporation



 Signature
 LT Christensen

 Name Printed/Type
 Director - Wholesale

 Title

 11/23/09

 Date

ATTACHMENT 1
SINGLE POINT OF PRESENCE WAIVER

Qwest will waive the requirement for T-Mobile to connect to each Qwest Access Tandem in the LATA with this waiver.

T-Mobile certifies:

That it will not originate any traffic destined for subtending offices of Qwest's Access Tandems for which T-Mobile seeks a waiver or, if T-Mobile does originate such traffic, that T-Mobile will route such traffic to a Non-Qwest network; and T-Mobile certifies that it has no end users in the serving area of the Qwest Access Tandem for which T-Mobile seeks a waiver.

T-Mobile will send an electronic letter to Qwest indicating the Qwest access tandems subject to this waiver at the time of ordering trunks required to implement SPOP in the LATA. In addition, T-Mobile will provide a revised electronic letter to Qwest advising of any changes in the network configuration of the aforementioned access tandems. Should T-Mobile desire to begin serving end users in the serving area of a Qwest access tandem currently under this waiver, T-Mobile must first establish trunking to the appropriate Qwest access tandem. Additionally, should T-Mobile desire to originate traffic destined to a Qwest end office subtending a Qwest access tandem currently under this waiver, T-Mobile must first establish trunking to the appropriate Qwest access tandem.

Should this traffic occur, the Parties agree to meet within forty-five (45) Days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups, T-Mobile will then have thirty (30) Days from the date of meeting to correct such misrouting on that trunk group or groups. If further misrouting occurs or continues after that date on the same trunk group or groups as the original misrouting identified, the Parties agree to meet again within thirty (30) Days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. T-Mobile will then have thirty (30) Days from the date of meeting to correct such misrouting. If further misrouting occurs or continues after that date on the same trunk group or groups, Qwest will consider this waiver null and void and all requirements in Attachment 1 or in the existing Agreement currently in effect between the Parties will be reinstated. If the Parties disagree about whether the traffic identified by Qwest was actually misrouted, the Parties agree to avail themselves of the dispute resolution provision of their Agreement.

Wireless Type 2 Exhibit A
South Dakota

				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRG	Notes
6.0	Interconnection									
6.1	Entrance Facilities									
	6.1.1	DS1		\$82.59		\$223.28	A			#
	6.1.2	DS3		\$336.99		\$301.15	A			#
6.2	EICT									
	6.2.1	Per DS1		\$0.00		\$0.00				
	6.2.2	Per DS3		\$0.00		\$0.00				
6.3	Direct Trunked Transport									
	6.3.1	DS0 (Recurring Fixed & per Mile)								
		6.3.1.1	Over 0 to 8 Miles	\$17.14	\$0.09		A	A		
		6.3.1.2	Over 8 to 25 Miles	\$17.12	\$0.12		A	A		
		6.3.1.3	Over 25 to 50 Miles	\$17.13	\$0.11		A	A		
		6.3.1.4	Over 50 Miles	\$17.14	\$0.07		A	A		
	6.3.2	DS1 (Recurring Fixed & per Mile)								
		6.3.2.1	Over 0 to 8 Miles	\$34.75	\$0.95		A	A		
		6.3.2.2	Over 8 to 25 Miles	\$34.76	\$1.82		A	A		
		6.3.2.3	Over 25 to 50 Miles	\$34.76	\$1.77		A	A		
		6.3.2.4	Over 50 Miles	\$34.75	\$1.23		A	A		
	6.3.3	DS3 (Recurring Fixed & per Mile)								
		6.3.3.1	Over 0 to 8 Miles	\$236.22	\$10.43		A	A		
		6.3.3.2	Over 8 to 25 Miles	\$236.53	\$10.83		A	A		
		6.3.3.3	Over 25 to 50 Miles	\$236.71	\$9.91		A	A		
		6.3.3.4	Over 50 Miles	\$243.94	\$24.44		A	A		
6.4	Multiplexing									
	6.4.1	DS1 to DS0		\$181.28		\$280.77	A			A
	6.4.2	DS3 to DS1		\$191.32		\$287.45	A			A
6.5	Trunk Nonrecurring Charges									
	6.5.1	DS1 Interface								
		6.5.1.1	First Trunk			\$248.59				5
		6.5.1.2	Each Additional Trunk			\$6.02				5
	6.5.2	DS3 Interface								
		6.5.2.1	First Trunk			\$255.51				5
		6.5.2.2	Each Additional Trunk			\$12.95				5
	6.5.3	Trunk Routing Change, per Type 2 Trunk Group								
		6.5.3.1	2A Direct Final to Alternate Final			\$73.93				1
		6.5.3.2	Type 2 Routing Translation Change			\$73.93				1
6.6	Ancillary Trunks									
	6.6.1	One-Way Out Only, Ancillary Trunks, per Trunk								
		6.6.1.1	Rate Group A	\$36.25		\$47.00				
		6.6.1.2	Rate Group C	\$38.65		\$47.00				
		6.6.1.3	Rate Group E	\$41.45		\$47.00				
		6.6.1.4	Rate Group G	\$45.60		\$47.00				
		6.6.1.5	Rate Group I	\$47.40		\$47.00				
6.7	IntraMTA Traffic									
	6.7.1	End Office Call Termination, per Minute of Use		\$0.000702				#		
	6.7.2	Tandem Switched Transport, per Minute of Use		\$0.000690				#		
	6.7.3	Tandem Transmission (Recurring Fixed & per Mile)								
		6.7.3.1	Over 0 to 8 Miles	\$0.000412	\$0.000012		A	A		
		6.7.3.2	Over 8 to 25 Miles	\$0.000406	\$0.000014		A	A		
		6.7.3.3	Over 25 to 50 Miles	\$0.000408	\$0.000013		A	A		
		6.7.3.4	Over 50 Miles	\$0.000410	\$0.000009		A	A		
6.8	ISP Bound Traffic									
	6.8.1	Local Traffic - FCC - ISP Rate Caps								
		6.8.1.1	Minute Of Use as of June 14, 2003, rate in effect until further FCC action	\$0.0007				4		
6.9	Miscellaneous Charges									
	6.9.1	Cancellation Charge								Qwest s South Dakota Access Service Tariff 5.2.3
	6.9.2	Expedite Charge								Qwest s South Dakota Access Service Tariff

Wireless Type 2 Exhibit A
South Dakota

			Recurring	Recurring Per Mile	Non-Recurring	REG	REC per Mile	NRC
	6.9.3	Additional Testing			Qwest s South Dakota Access Service Tariff			
	6.10	Transit Traffic						
	6.10.1	Local & IntraLATA Toll Transit, per Minute of Use		\$0.0045			2, 8	
	6.11	Jointly Provided Switched Access Service						
	6.11.1	Mechanized Access Records, per Record		\$0.001604			1	
	6.12	InterMTA Traffic		Qwest FCC Switched Access Tariff	Qwest FCC Switched Access Tariff			
	7.0	Intentionally Left Blank						
	8.0	Intentionally Left Blank						
	9.0	Ancillary Services						
	9.1	Local Number Portability						
	9.1.1	LNP Queries		See FCC Tariff #1 Section 13 & 20	See FCC Tariff #1 Section 13 & 20			
	9.1.2	LNP Managed Cuts						
	9.1.2.1	Standard Managed Cuts, per Person, per Half Hour			\$52.62			5
	9.1.2.2	Overtime Managed Cuts, per Person, per Half Hour			\$68.47			5
	9.1.2.3	Premium Managed Cuts, per Person, per Half Hour			\$84.34			5
	9.2	911 / E911		No Charge	No Charge			
	9.3	Intentionally Left Blank						
	9.4	Access to Poles, Ducts, Conduits and Rights of Way (ROW)						
	9.4.1	Pole Inquiry Fee, per Mile			\$443.19			1
	9.4.2	Innerduct Inquiry Fee, per Mile			\$308.94			1
	9.4.3	ROW Inquiry Fee, per Inquiry			\$491.54			1
	9.4.4	ROW Document Preparation Fee			\$145.76			1
	9.4.5	Field Verification Fee, per Pole			\$24.29			1
	9.4.6	Field Verification Fee, per Manhole			\$205.30			1
	9.4.7	Planner Verification, per Manhole			\$16.26			1
	9.4.8	Manhole Verification Inspector, per Manhole			\$109.32			1
	9.4.9	Manhole Make-Ready Inspector, per Manhole			\$291.53			1
	9.4.10	Intentionally Left Blank						
	9.4.11	Pole Attachment Fee, per Foot, per Year						
	9.4.11.1	Urban		\$2.10			4	
	9.4.11.2	Non-Urban		\$3.17			4	
	9.4.12	Innerduct						
	9.4.12.1	Intentionally Left Blank						
	9.4.12.2	Innerduct Occupancy Fee, per Foot, per Year		\$0.1882			4	
	9.4.13	Access Agreement Consideration			\$10.00			6
	9.4.14	Make Ready			ICB			3
	10.0	Intentionally Left Blank						
	11.0	Access to Operational Support Systems (OSS)						
	11.1	Development and Enhancements, per Order			No Charge at This Time			7
	11.2	Ongoing Operations, per Order			No Charge at This Time			7
	12.0	Maintenance and Repair						
	12.1	Trouble Isolation						
	12.1.1	Maintenance of Service for non-Qwest Trouble, per Half Hour or fraction thereof						
	12.1.1.1	Maintenance of Service - Basic			\$28.19			1
	12.1.1.2	Maintenance of Service - Overtime			\$37.65			1
	12.1.1.3	Maintenance of Service - Premium			\$47.13			1
	12.1.2	Dispatch for non-Qwest Trouble			\$123.51			1
	13.0	Intentionally Left Blank						
	14.0	Intentionally Left Blank						
	15.0	Intentionally Left Blank						
	16.0	Bona Fide Request Process						
	16.1	Processing Fee			\$2331.28			1
	17.0	Intentionally Left Blank						
	18.0	Intentionally Left Blank						

Wireless Type 2 Exhibit A
South Dakota

		Recurring	Recurring Per Mile	Non-Recurring	REG	REG per Mile	NRC
19.0	Construction Charges	ICB		ICB	3		3
NOTES:							
*	Unless otherwise indicated, all rates are pursuant to South Dakota Public Utilities Commission dockets:						
A	Qwest and AT&T Arbitration in Docket No. TC96-184, effective March 4, 1999						
#	Voluntary Rate Reduction, Docket TC01-165, effective 12/12/02. Reductions reflected in the 12/12/02 Exhibit A.						
1	Rates not addressed in the Cost Docket (estimated TELRIC)						
2	Market-based rates						
3	ICB, Individual Case Basis pricing.						
4	Rates per FCC Guidelines.						
5	Regional TELRIC based rate where required.						
6	Rate agreed upon in 271 workshops.						
7	Qwest will not charge for this element until the Commission has an opportunity to review and approve a rate in a rate proceeding.						
8	The provision of transiting services is not required pursuant to Section 251 of the Telecommunications Act. Qwest has chosen to offer this service as part of its interconnection agreement, but this service is not required to be priced according to a TELRIC methodology.						

EXHIBIT B

SERVICE PERFORMANCE INDICATORS

Qwest and [WSP] agree that Qwest will provide Type 2 Interconnection Trunks to [WSP] and other Wireless Service Providers, for use as Telecommunications Services, in a non-discriminatory manner. Qwest will work with [WSP] on an Individual Case Basis (ICB) when [WSP] requires data from Qwest to develop operation reporting.