

CH

TC 99-097

DOCKET NO.

In the Matter of _____

**IN THE MATTER OF THE FILING FOR
APPROVAL OF AN
INTERCONNECTION AGREEMENT
BETWEEN FORT RANDALL
TELEPHONE COMPANY AND DAKOTA
TELECOM, INC. AND DAKOTA
TELECOMMUNICATIONS SYSTEMS,
INC.**

Public Utilities Commission of the State of South Dakota

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TC99-097

LAW OFFICES
MOSS & BARNETT
A PROFESSIONAL ASSOCIATION

4800 NORWEST CENTER
90 SOUTH SEVENTH STREET
MINNEAPOLIS, MINNESOTA 55402-4129

TELEPHONE (612) 347-0300
FACSIMILE (612) 339-6686

WRITER'S DIRECT DIAL NUMBER
(612) 347-0337

WRITER'S E-MAIL ADDRESS
BradleyM@mooss-barnett.com

September 20, 1999

MERMAN J. BASTILLE
PAUL VAN VALKENBURG
THOMAS A. KELLER III
W. SCOTT HERRIG
JAMES E. O'BRIEN
PAUL G. HERRMAN
STEPHEN L. WINTER
WILLIAM H. WINTER
WILLIAM A. HALL
CHARLES A. FARRON, JR.
RICHARD J. JOHNSON
ROBERT J. LARSEN
JAMES A. HUTCHINSON
THOMAS B. HERRMAN
J. MICHAEL HERRICK
EDWARD J. BLOMBERG

JEFFREY L. WATSON
THOMAS J. HENRY
DAVID P. JENDRZEJEC
CURTIS D. SMITH
DAVE F. HENNER
MITCHELL H. COE
MICHAEL J. BRADLEY
PETER A. KOLLER
RICHARD J. SCHLIER
SEYM M. SLOCH
SUZAN C. SROOG
THOMAS M. HUOCHS
NICK HAY
THOMAS A. JUD
DANIEL M. ORRICO
CARR S. WIEL

JANNA R. SEVERANCE
M. CECILIA RAY
JOSEPH R. ELSEN
NANCY M. KESSE
BARRY LARSEN
RONALD A. HERRMANN
PAUL R. SIELA
BRIAN T. GREGG
J. MICHAEL COLLOTON
ERIC J. OLSEN
VINCENT J. FANDLANDER
JAN M. WAGNER
PHILIP J. TONG
MICHAEL R. HERT
LISA M. VOELKER
MICHAEL R. LODYGA

MATTHEW M. MEYER
PAUL J. TICHOUT
KELLY M. McOWENNEY
JEROME M. HAYES
TIMOTHY L. GUSTIN
DENNIS R. V. HERRMAN

RETIRED
VERNE W. MOSS
JAMES H. HEDGECOCK
STANLEY F. STAGEL
PATRICK F. FLANNERY
WAYNE A. HERRMANN
MICHAEL L. FLANNAGAN

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SEP 21 1999

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

William Bullard
Executive Director
South Dakota Public Utilities Commission
State of South Dakota
500 East Capitol
Pierre, South Dakota 57501

Re: In the Matter of the Joint Petition for Approval of the Interconnection Agreement
Between Fort Randall Telephone Company, Dakota Telecom, Inc. and Dakota
Telecommunications Systems, Inc.
Docket No. TC99-

Dear Mr. Bullard:

Enclosed please find the original and eleven copies of the Joint Petition and the
Interconnection Agreement on behalf of Fort Randall Telephone Company, Dakota Telecom,
Inc. and Dakota Telecommunications Systems, Inc. in the above entitled Docket. Also enclosed
is a Certificate of Service.

Very truly yours,

MOSS & BARNETT
A Professional Association

Michael J. Bradley
Michael J. Bradley

MJB/jjh
Enclosures

cc: All parties on the Certificate of Service
282906/1



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

IN THE MATTER OF THE JOINT PETITION FOR)
APPROVAL OF THE INTERCONNECTION)
AGREEMENT BETWEEN FORT RANDALL)
TELEPHONE COMPANY AND DAKOTA TELECOM,)
INC. AND DAKOTA TELECOMMUNICATIONS)
SYSTEMS, INC.)

TC99-

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SEP 21 1999

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Fort Randall Telephone Company ("Fort Randall"), Dakota Telecom, Inc. and Dakota Telecommunications Systems, Inc. ("Dakota") have voluntarily negotiated an Interconnection Agreement ("Agreement"), attached as Exhibit 1. This negotiated Agreement resolves all issues between Fort Randall and Dakota including, but not limited to, reciprocal traffic exchange; interconnection; resale of local services; selection of local carriers; access to telephone numbers; dialing parity; directory and customer listing issues; referral announcement and call forwarding; repair services; and the audit process.

Pursuant to Section 252(e) of the Federal Telecommunications Act of 1996, the South Dakota Public Utilities Commission ("Commission") is requested to approve the Agreement.

Section 251(e)(1) of the Act provides:

(1) **APPROVAL REQUIRED-** Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies.

The Act provides very limited reasons for rejecting a voluntarily negotiated agreement, stating in relevant part:

(2) **GROUND FOR REJECTION-** The State commission may only reject--
(A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that--
(i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement, or

(ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity . . .

Review of the Agreement will demonstrate that it does not discriminate against a telecommunications carrier not a party, and its implementation is consistent with the public interest, convenience and necessity.

The following information is provided as a capsule reference:

The Utilities:

Fort Randall Telephone Company
227 S Main Street
Clara City, MN 56222
Attn: Bruce Hanson

Dakota Telecom, Inc.
Dakota Telecommunications Systems, Inc.
P O Box 66
Irene, SD 57037
Attn: Thomas W. Hertz

Utilities' Attorneys:

For Fort Randall:

Michael J. Bradley
Moss & Barnett
4800 Norwest Center
90 S Seventh Street
Minneapolis, MN 55402
Telephone: 612-347-0337

For Dakota:

William P. Heaston
Barbara J. Berkenpas
P O Box 66
Irene, SD 57037
Telephone: 605-263-3301

Date of Filing:

September 21, 1999

Fort Randall Telephone Company, Dakota Telecom, Inc. and Dakota Telecommunications Systems, Inc. respectfully requests that the Commission approve the

Agreement as filed. If additional information is required, please contact Michael J. Bradley at 612-347-0337.

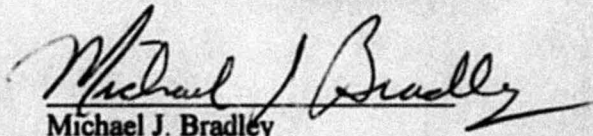
Dated: September 20, 1999

William P. Heaston
Barbara J. Berkenpas
Associate General Counsel
P O Box 66
Irene, SD 57037
Telephone: 605-263-3301

Attorneys on Behalf of Dakota
Telecom, Inc.

Respectfully submitted,

MOSS & BARNETT
A Professional Association

A handwritten signature in dark ink, appearing to read "Michael J. Bradley", is written over a horizontal line.

Michael J. Bradley
4800 Norwest Center
90 S Seventh Street
Minneapolis, Minnesota 55402
Telephone: 612-347-0337

Attorneys on Behalf of Fort Randall
Telephone Company

INTERCONNECTION AGREEMENT

between

FORT RANDALL TELEPHONE COMPANY

and

DAKOTA TELECOM, INC.

and

DAKOTA TELECOMMUNICATIONS SYSTEMS, INC.

for

SOUTH DAKOTA

INTERCONNECTION AGREEMENT

This Interconnection Agreement, made as of the 8th day of September, 1998 is between Dakota Telecom, Inc. and Dakota Telecommunications Systems, Inc. (collectively "Dakota") and Fort Randall Telephone Company ("Fort Randall").

I. RECITALS

Pursuant to this Interconnection Agreement ("Agreement"), Dakota and Fort Randall (collectively, "the Parties") will extend certain facility arrangements to one another within the Centerville and Viborg telephone exchange service areas and Dakota is granted the option of reselling Fort Randall's retail telecommunications services within any of the exchange areas served by Fort Randall in the state of South Dakota. This Agreement includes terms, conditions, and prices for resale and facilities-based network interconnection.

II. SCOPE OF AGREEMENT

- A. This Agreement sets forth the terms, conditions and prices under which the parties agree to provide interconnection and reciprocal compensation for the exchange of local traffic between Fort Randall and Dakota for the purpose of offering telecommunications services in the Centerville and Viborg, South Dakota, exchanges. It also sets forth the terms, conditions and prices under which Dakota may purchase for resale the telecommunications services offered by Fort Randall to end use retail customers in any Fort Randall exchange. The Agreement includes all accompanying appendices.
- B. In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be reasonably delayed, withheld or conditioned.

III. DEFINITIONS

- A. "Act" means the Communications Act of 1934 (47 U.S.C. § 151, et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted judicially and in the duly authorized rules and regulations of the FCC or the Commission within its state of jurisdiction.
- B. "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party. Reference Technical Pub. 77342.

- C. "Commission" means the South Dakota Public Utilities Commission.
- D. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call. The CCS used by the Parties shall be Signaling System 7.
- E. "Interconnection" is as described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of telecommunications traffic.
- F. "LIS" is defined as local interconnection services.
- G. "Local Traffic" means traffic that is originated by an end user of one Party in either the Centerville or Viborg exchange and terminates to an end user of the other Party in either the Centerville or Viborg exchange.
- H. "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.
- I. "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.
- J. "Party" means either Fort Randall or Dakota and "Parties" means Fort Randall and Dakota.
- K. "Point of Interface" or "POI" is a mutually agreed upon point of demarcation where the exchange of traffic between Fort Randall and Dakota takes place.
- L. "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in Section 226 of the Act).
- M. "Transit Traffic" is traffic that, for purposes of this Agreement only, neither originates nor terminates with the party providing the transit service. Transit traffic does not include switched access traffic, which shall be provided pursuant to each party's access tariffs.
- N. Terms not otherwise defined here, but defined in the Act or in regulations implementing the Act, shall have the meaning defined there.

IV. RECIPROCAL TRAFFIC EXCHANGE

A. Scope

Reciprocal traffic exchange addresses the exchange of traffic between Dakota end users located in the Centerville or Viborg exchanges and Fort Randall end users located in the Centerville or Viborg exchanges.

B. Types of Traffic

1. The types of traffic to be exchanged under this Agreement are limited to local traffic as described above.
2. The traffic not covered by the interexchange provisions of this Agreement includes all other traffic, including, but not limited to, IntraLATA toll traffic, Switched Access traffic, InterLATA toll traffic, EAS traffic other than calls between customers located in Centerville and Viborg, Transit Traffic, and certain ancillary traffic such as:
 - a. Directory Assistance
 - b. Operator call termination (busy line interrupt and verify)
 - c. 800/888 database dip
 - d. LIDB
 - e. Information services requiring special billing
 - f. Wireless traffic terminating on either Party's network from a Commercial Mobile Radio Service provider.

Certain other EAS traffic not covered by this Agreement is being exchanged by the Parties. This Agreement is not intended to alter or change those arrangements.

C. Rate Structure – Local Traffic

In those instances where Dakota interconnects with an end office for the purpose of exchanging Local Traffic, reciprocal and symmetrical transportation and termination shall be on a bill and keep basis of compensation. Bill and keep shall mean that the originating party has no obligation to pay transportation or terminating charges to the terminating party, regardless of any charges the originating party may assess its end users. If Dakota elects to interconnect at a host switch, for the purpose of exchanging Local Traffic with a subtending end office it shall arrange for

facilities between its network and a POI in the host exchange. The host switch charge set forth in Appendix A shall apply for all minutes of use originated by Dakota that terminate to an end office that subtends the host switch.

D. LIS Interface Code Availability and Optional Features

1. Interface Code Availability

Supervisory Signaling specifications, and the applicable network channel interface codes for LIS trunks, are the same as those used for Feature Group D Switched Access Service, as described in the Parties' applicable switched access tariffs.

2. Optional Features

a. Inband MF Signaling

Inband MF signaling is available for LIS trunks. Provisioning of the LIS trunks equipped with MF signaling is the same as that used for Feature Group D Switched Access.

[The following paragraphs (b) and (c) are dependent on Fort Randall's SS-7 provider's willingness to do the necessary data dips. Fort Randall is investigating this issue.]

b. SS7 Out-of-Band Signaling.

SS7 Out-of-Band Signaling is available using an interconnection at the Centerville and Viborg remote switches and at the Host switch located at Wagner. If Dakota elects to receive SS7, that service shall be provided subject to the conditions imposed by U S WEST Communications. Fort Randall shall provide these services to Dakota at the cost charged by U S WEST Communications to Fort Randall. Common Channel Signaling Access Capability Service, as set forth in this Agreement, must be ordered by Dakota when SS7 Out-of-Band Signaling is requested on LIS trunks.

c. Clear Channel Capability

Clear Channel Capability permits 24 DS0-64 kbit/s services or 1.536 Mbit/s of information on the 1.544 Mbit/s line rate. Clear Channel Capability is available for LIS trunks equipped with SS7 Out-of-Band Signaling. Clear Channel

Capability is only available on trunks to Fort Randall's switch located in Wagner, South Dakota; (Clear Channel Capability is not available on trunks to Fort Randall's end offices at Centerville or Viborg). Clear Channel Capability must be requested on the order for the new LIS trunks. The provisioning of the LIS trunks equipped with Clear Channel Capability is the same as that used for Feature Group D Switched Access Service.

E. Testing

1. Acceptance Testing

At the time of installation of the interconnection facilities group, and at no additional charge, the Parties will cooperatively test the same parameters tested for terminating Feature Group D Switched Access Service.

2. Testing Capabilities

- a. Terminating LIS testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108 type).
- b. In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the switched access tariff rate.

F. Ordering

1. When ordering LIS, the ordering Party shall specify on the service order: 1) the number of two-way LIS trunks to be interconnected at the POI; 2) the peak busy hour CCS from the Dakota end office.
2. A joint planning meeting will precede Dakota and Fort Randall trunking orders.
3. Due dates for installation of facilities will be determined on an individual case basis.
4. The provisions of Section V.B. will apply.

V. INTERCONNECTION

A. Definition

"Interconnection" is the linking of the Fort Randall and Dakota networks for the mutual exchange of traffic. Interconnection does not include the transport and termination of traffic.

B. Point of Interface

The Parties agree to use a Point of Interface, limited to the interconnection of facilities between one Party's switch and the other Party's switch. A separate Point of Interface shall be used for each exchange and shall be located at a mutually selected location within each exchange. Should Dakota elect to interconnect with a host exchange for the purpose of exchanging Local Traffic with an end office served by the host, the point of interconnection shall be mutually selected within the host exchange boundaries. If Fort Randall and Dakota are unable to reach an agreement, the matter shall be subject to resolution through Section XV, Paragraph R of this Agreement..

C. Quality of Interconnection

Fort Randall will not, for the purpose of interconnection, provide to Dakota less favorable terms and conditions than Fort Randall provides itself or in a manner less efficient than it would impose on itself. The quality of interconnection will be at least equal to that of Fort Randall's.

Both Parties agree to manage their network switches in accordance with the Bellcore LSSGR. The acceptable service levels for LIS and the criteria for applying protective controls will be administered in the same manner as the network management for Switched Access Service.

D. Physical Point of Interface (POI)

Each Party is responsible for providing its own facilities, including the cost of those facilities, up to the actual physical POI. The Parties will negotiate the facilities arrangement between their networks and the physical POI.

E. Trunking Requirements

1. The Parties agree to provide designed interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with industry standards.

2. Two-way dedicated LIS trunk groups will be used.
3. LIS Trunk group connections will be made at a DS1 or multiple DS1 level for facilities between each Party's network and the POI.
4. The Parties will provide Common Channel Signaling (CCS) to one another upon request by Dakota on LIS interconnection facilities between Dakota and Fort Randall's Wagner, South Dakota exchange. All CCS signaling parameters will be provided, including calling party number (CPN). All privacy indicators will be honored.
5. Where CCS is not provided, in-band multi-frequency (MF) wink start signaling will be provided.
6. The Parties shall terminate local traffic exclusively on the LIS trunk interconnection facilities.

F. Interconnection Forecasting

1. The Parties agree to meet within thirty (30) days of the approval of the Agreement by the Commission and annually thereafter to determine the forecasted facility needs for the succeeding 12-month period and shall include:
 - a. The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;
 - b. A description of major network projects anticipated for the following six months that could affect the other Party. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period. This planning will include the issues of network capacity, forecasting and compensation calculation, where appropriate.
3. If a trunk group is under 75 percent of centum call seconds (ccs) capacity on a monthly average basis for each month of any three-month period, either Party may request to resize the trunk group, which resizing will not be unreasonably withheld. If a resizing occurs, the trunk group shall not be left with less than 25 percent excess capacity. In all cases, grade of service objectives identified below shall be maintained.

4. Each Party shall provide the name of the person to contact for planning, forecasting and trunk servicing purposes.

G. Service Interruptions

1. Standards and procedures for notification of trunk disconnects will be jointly developed by the Parties. Neither Party shall be expected to maintain active status for a trunk disconnected by the other Party for an extended or indefinite period of time. Collectively, the Parties will use their best good faith efforts to complete and agree on such plan. The first meeting to develop the plan shall occur within 30 days of the Commission approval of the Agreement.
2. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service."
3. If either Party causes an Impairment of Service, as set forth in Section V.G.2., the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.
4. Each Party shall be solely responsible, and bear the expense, for the overall design of its services. Each Party shall also be responsible for any redesign or rearrangement of its services that may be required because of changes which occur for any reason in facilities, operations or procedures, minimum network protection

criteria, and operating or maintenance characteristics of the facilities.

5. To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a Trouble Reporting Control Office (TRCO) for such service. Each Party shall provide a method for receiving trouble reports on a 24 hour basis. A mechanized recording process that is reviewed during normal business hours shall satisfy this requirement.
6. Where new facilities, services and arrangements are installed, the TRCO shall ensure that continuity exists and take appropriate transmission measurements before advising the other Party that the new circuit is ready for service.
7. Each Party shall furnish a trouble reporting telephone number.
8. Before either Party reports a trouble condition, they shall use their best efforts to be sure that the trouble is not caused by its own facilities.
 - a. In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting carriers.
 - b. The Parties shall cooperate in isolating trouble conditions.

VI. RESALE OF LOCAL SERVICES

A. Telecommunications Services Provided for Resale

1. Subject to the limitations of paragraph 4 of this Subsection, Dakota may resell the retail telecommunications services Fort Randall offers in a particular exchange to customers residing within that exchange.
2. Dakota shall give Fort Randall 90 days written notice before Fort Randall shall be obligated to offer retail services for resale. This notice is needed in order to permit Fort Randall to install the billing services described in paragraph H of this Section. Along with the notice, Dakota shall provide the first installment on of the nonrecurring charges listed in paragraph H of this Section.
3. Except as provided in paragraph 4 of this Subsection, all qualifying services shall be provided to Dakota at the retail rate less a discount of 8.8 percent.

4. Services that do not qualify for resale include: the provision of customer premises equipment, inside wire maintenance, voice mail, and internet services (other than local access to internet services). Services that qualify for resale, but only at their retail rate are: operator services, when purchased from another carrier; directory assistance, when purchased from another carrier; promotions of less than 90 days; and wholesale services, including switched and special access.
5. The following retail services shall be available for resale at the wholesale discount but may only be provided to the same class of customers that are qualified to receive the service from Fort Randall: Residential services; Centrex service; Optional Calling Plans; Volume or Term Discount Plans; promotional offerings of more than 90 days; and grandparented services.

B. Support Services and Functions for Resold Services

Fort Randall shall provide the following support services and functions for resold services: 911 and E911 service, including routing to the appropriate Public Safety Answering Point; routing to operator and directory assistance services; busy-line verification and emergency line interrupt; call blocking; access to Line Information Database. Fort Randall shall provide the information needed by the Public Safety Answering Point (PSAP) with respect to customers served by Dakota using resold services. Dakota shall be responsible for charging and recovering any special fees imposed for these services from the customers and forwarding those payments to the appropriate agency.

C. Rates and Nonrecurring Charges

Those retail services available at a wholesale discount shall be provided to Dakota at the retail rate charged to the end use customer less an 8.8 percent discount.

D. Changes in Retail Service

Fort Randall will notify Dakota of any changes in the terms and conditions under which it offers telecommunications services available for resale by Dakota, including the introduction or discontinuance of any features, functions, services or promotions prior to the effective date of such change. Fort Randall shall provide 20 days notice if the change involves the discontinuance of any feature, function, service or promotion of more than 90 days.

E. Customer Service Inquiries

Dakota shall be the sole source of customer contact for all customers served by Dakota for all issues, including service outages of resold services. Fort Randall shall refer all questions or service inquiries, including complaints of service outages, from Dakota customers to Dakota. Dakota shall be given a contact person and telephone number for reporting service problems received from its customers to Fort Randall. Fort Randall shall give equal treatment in responding to customer service calls received from Dakota on behalf of a customer receiving resold services.

F. Service Order Changes

Upon receiving a written request for a change in service, including a change in a customer's presubscribed long-distance carrier, Fort Randall will implement the requested change, if consistent with the terms of this Agreement, within five business days of receiving the written notice. Such service order changes may be provided by facsimile. Fort Randall's change order charges, with the wholesale discount, shall apply to all service order changes.

G. Security and Law Enforcement Cooperation

Fort Randall and Dakota will work jointly with Dakota in security matters as they relate to Dakota's customers in a resale environment including, but not limited to, harassment and annoyance calls and working with law enforcement agency requirements including, but not limited to, taps, traces, and other court orders. Fort Randall and Dakota will also cooperate in the detection and prevention of customer service fraud.

H. Recovery of Billing Costs

1. At Dakota's option, Fort Randall will provide a monthly bill that lists all services provided by Fort Randall but not broken out by end-use customer, or a bill that lists the services provided to each end-use customer.
2. At the time Dakota first requests resale services, it shall designate the desired format for the bill and shall become obligated to pay Fort Randall an amount sufficient to reimburse Fort Randall for the cost of implementing the billing changes needed to support resale at wholesale rates. The reimbursement shall occur through monthly payments over a five (5) year period, along with a carrying charge calculated at nine (9) percent simple interest on the unrecovered balance. Based on the projected cost of \$50,000, that

would require Dakota to pay \$1,037.92 per month. The actual required payment will be adjusted to reflect the actual cost billed to Fort Randall. At Dakota's request, Fort Randall shall provide a copy of the invoice showing the costs incurred by Fort Randall to support resale at wholesale rates.

3. Should any other competing local exchange carrier request resale at wholesale while there is an outstanding balance, Fort Randall shall make a good faith effort to recover the remaining costs equally from all carriers benefiting from the billing services.
4. Should Dakota later change the type of billing detail requested, that request shall be implemented if Dakota agrees to pay all additional billing costs resulting from the change. Payment of the additional costs shall be made by Dakota in full within 30 days of receiving an invoice for the changes.
5. The obligation to make payments under this Paragraph shall not terminate if Dakota ceases offering Fort Randall's services for resale. Further, this Paragraph shall survive the termination of the underlying Agreement in which it is contained, and may only be revoked with the express written consent of Fort Randall.

VII. SELECTION OF LOCAL CARRIERS

A. Evidence of Customer Decision to Change Local Exchange Carriers

1. Dakota will not request Fort Randall to terminate local service to any customer unless it has first received a completed and signed Letter of Agency from the customer. The Letter of Agency must clearly state that the customer requests local telecommunications service from Dakota, and that Fort Randall is to terminate all local telecommunications services to the telephone numbers specified by the customer. If the customer wishes to continue receiving some local services from Fort Randall, those services that are to be retained shall be expressly listed in the Letter of Agency. Upon receiving a fully executed Letter of Agency, Dakota shall advise Fort Randall of the customer's name, billing address, and the telephone numbers that Fort Randall is to disconnect, and if some Fort Randall services are to continue, those services must also be identified. Fort Randall shall then terminate local service to the designated telephone numbers and shall implement call forwarding to the telephone number provided by Dakota.
2. Fort Randall will not request Dakota to terminate local service to any customer unless it has first received a completed and signed

Letter of Agency from the customer. The Letter of Agency must clearly state that the customer requests local telecommunications service from Fort Randall, and that Dakota is to terminate all local telecommunications services to the telephone numbers specified by the customer. If the customer wishes to continue receiving some local services from Dakota, those services that are to be retained shall be expressly listed in the Letter of Agency. Upon receiving a fully executed Letter of Agency, Fort Randall shall advise Dakota of the customer's name, billing address, and the telephone numbers that Dakota is to disconnect, and if some Dakota offered services are to continue, those services must also be identified. Dakota shall then terminate local service to the designated telephone numbers and shall implement call forwarding to the telephone number provided by Fort Randall.

3. If the customer disputes that it authorized Dakota to provide it with local service, but Dakota is able to provide a fully executed copy of the Letter of Agency, Dakota shall terminate local service to the customer and arrange for local service by Fort Randall. However, Dakota will not be responsible for any Fort Randall customer charges.
4. If the customer disputes that it authorized Fort Randall to provide it with local service, but Fort Randall is able to provide a fully executed copy of the Letter of Agency, Fort Randall shall terminate local service to the customer and arrange for local service by Dakota. However, Fort Randall will not be responsible for any Dakota customer charges.
5. If the customer disputes that it authorized Dakota to provide it with local service, and Dakota is not able to provide a fully executed copy of the Letter of Agency, Dakota shall arrange for local service to be provided by Fort Randall. Dakota will also pay Fort Randall the customer service charge Fort Randall imposes for initiating service. Dakota further agrees to indemnify and hold Fort Randall harmless from any action by the customer against Fort Randall related to the termination of service.
6. If the customer disputes that it authorized Fort Randall to provide it with local service, and Fort Randall is not able to provide a fully executed copy of the Letter of Agency, Fort Randall shall terminate local service to the customer and arrange for local service by Dakota. Fort Randall will also pay Dakota the customer service charge Dakota imposes for initiating service. Fort Randall further agrees to indemnify and hold Dakota harmless from any action by the customer against Dakota related to the termination of service.

B. Service Change Procedures

1. If the customer will be provided resold services, Dakota shall provide a complete list of all Fort Randall services the customer is to receive. It shall not be adequate to request that all current services be continued.
2. Upon receiving notice of the change in local carriers, the carrier currently providing service (either Fort Randall or Dakota) shall, within 5 calendar days: a) terminate current service; b) if requested, provide call forwarding to a number designated by the carrier selected by the customer; c) if requested by the carrier selected by the customer, provide local number intercept service. The rates for call forward and local number intercept are contained in Appendix A. These rates shall be reciprocal and shall be charged by the carrier providing the call forward or local number intercept service. If call forwarding or local number intercept service is requested, it shall be provided for a period of 30 days for residential customers and business customers. Call forwarding or local number intercept shall be implemented, to the extent possible, simultaneous with the termination of Fort Randall's service.

VIII. ACCESS TO TELEPHONE NUMBERS

A. Number Resources Arrangements

1. Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to the request and assignment of any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/19/96, formerly ICCF 93-0729-010). NXXs, and the initial Points of Interface for interconnection between the Parties' networks, will be included in Addenda to this Agreement.
2. The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.
3. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the

other Party for such activities. Dakota agrees to obtain and use one or more NXXs that are exclusively assigned to the Centerville exchange service area and one or more NXXs that are exclusively assigned to the Viborg exchange service area. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

4. Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.
5. Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches. Each party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

IX. DIALING PARITY

The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act.

X. DIRECTORY AND CUSTOMER LISTING ISSUES

A. For Customers Served By Dakota's Switch.

Fort Randall and Dakota agree that directory issues, such as yellow page advertising, directory distribution, access to call guide pages, yellow page listings, will be the subject of negotiations between Dakota and directory publishers.

B. For Customers Served With Resold Fort Randall Services.

1. Fort Randall will submit the names and telephone numbers of customers receiving resold services to the publisher of the local telephone directory, along with the names and telephone numbers of Fort Randall telephone customers. Any premium or privacy charges for special directory listings, such as cross-listings, shall be billed to Dakota at the rate charged by the Directory publisher to Fort Randall.
2. It shall be Dakota's responsibility to make arrangements with the publisher of the directory to include information about Dakota and its services.

3. Any limitations on the use of the data by the Directory publisher shall be determined between Dakota and the publisher. Fort Randall shall provide customer list information that includes Dakota customers receiving resold services under the same conditions that it releases information concerning customers that receive services directly from Fort Randall.

XI. NOTICE OF CHANGES

If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide advance notice of such change to the other Party.

XII. REFERRAL ANNOUNCEMENT AND CALL FORWARDING

A. When A New Number Is Assigned

When an end user customer changes from Fort Randall to Dakota, or from Dakota to Fort Randall, and does not retain their original main/listed telephone number, the Party formerly providing service to the end user will, at the option of the other carrier provide either a transfer of service announcement on the abandoned telephone number or call forwarding. The announcement shall be provided for 30/90(?) days for residential customers and business customers. Each Party will provide this referral service at the rates set forth in Appendix A. This announcement will provide details on the new number that must be dialed to reach this customer.

B. Interim Number Portability

When an end user customer changes from Fort Randall to Dakota, or from Dakota to Fort Randall, and retains their original main/listed telephone number, the Party formerly providing the service to the end user will provide local number portability. Local Number Portability shall be provided using call forwarding, at the rates set forth in Appendix A. A Party may request the implementation of permanent Local Number Portability in accordance with the FCC standards and timetable. Nothing in this Agreement shall be deemed a waiver of the right to seek a suspension or modification under the Act from complying with the requirements related to permanent Local Number Portability.

XIII. COORDINATED REPAIR CALLS

- A. Dakota and Fort Randall will employ the following procedures for handling misdirected repair calls:

1. Customers of Dakota, including customers receiving service through resold Fort Randall services, shall be instructed to report all cases of trouble to Dakota, including customers receiving service through resold Fort Randall Services. Customers of Fort Randall shall be instructed to report all cases of trouble to Fort Randall.
2. In responding to repair calls, neither Party shall make disparaging remarks about the other Party, nor shall they use these repair calls as the basis for internal referrals or to solicit customers to market services. Either Party may respond with accurate information in answering customer questions.

XIV. AUDIT PROCESS

- A. "Audit" shall mean the comprehensive review of data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement for interconnection.
- B. The data referred to in subsection A., above, shall be relevant to any performance standards that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise.

This Audit shall take place under the following conditions:

1. Either Party may request to perform an Audit.
2. The Audit shall occur upon 30 business days written notice by the requesting Party to the non-requesting Party.
3. The Audit shall occur during normal business hours.
4. There shall be no more than one Audit requested by each Party under this Agreement in any 12-month period.
5. The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.
6. The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.
7. All transactions under this Agreement which are over 24 months old will be considered accepted and no longer subject to Audit.

8. Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be borne by the requesting Party.
9. The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.
10. In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.
11. The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s).

C. All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, Dakota and Fort Randall will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliate of the party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliates' disaggregated data, as required by reasonable needs of the audit.

XV. MISCELLANEOUS TERMS

A. General Provisions

1. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with the other Party's network and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under this Agreement.

2. Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's customers, and each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice of such violation, if practicable, at the earliest practicable time.
3. Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.
4. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

B. Term of Agreement

This Agreement shall become effective on the latter of Commission approval pursuant to Sections 251 and 252 of the Act or June 1, 1998. This Agreement shall remain effective for a period of three years, expiring on June 1, 2001. After that date, the Agreement shall automatically renew for one-year terms unless written notice terminating the Agreement is provided no later than six months before the end of the then-current term. This Agreement shall remain in effect until replaced by another Agreement.

C. Most Favored Nation Terms and Treatment

The Parties agree that the provisions of Section 252(i) of the Act shall not apply during the term of this Agreement.

D. Payment

1. Amounts payable under this Agreement are due and payable within thirty (30) days after the date of invoice.
2. Unless otherwise specified in this Agreement, any amount due and not paid by the due date stated above shall be subject to a late charge equal to either: i) 0.049 percent per day for the number of calendar days from the payment due date to and including, the date of payment, that would result in an annual percentage rate of 18% or ii) the highest lawful rate, whichever is less.
3. Should either Party dispute any portion of the monthly billing under this Agreement, that Party will notify the other in writing within thirty

(30) days of the receipt of such billing, identifying the amount and details of such dispute. As a limited exception to this requirement, a dispute concerning any of the first three invoices may be made within ninety (90) days. The disputing Party shall pay all amounts due. Both Dakota and Fort Randall agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. Should the dispute be found in Dakota's favor, Fort Randall will reimburse Dakota the resolved amount plus interest at the above-specified rate. Should the dispute be found in Fort Randall's favor, Dakota will reimburse Fort Randall the resolved amount plus interest from the date of payment at the above-specified rate.

E. Disconnection

Should either Party fail to make payment within ninety (90) days of receipt of a billing, the other Party may disconnect the interconnection facilities after providing ten (10) days written notice. Disconnection of service shall not occur without providing customer notice, and Fort Randall and Dakota shall cooperate in providing the notice.

F. Taxes

Each Party securing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such securing Party (or the providing Party when such providing Party is permitted to pass along to the securing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice.

G. Force Majeure

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 including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). In the event of a labor dispute or strike, the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

H. Limitation of Liability

1. Each Party shall be liable to the other for direct damages for any loss, defect or equipment failure resulting from the causing Party's conduct or the conduct of its agents or contractors in performing the obligations contained in this Agreement.
2. Neither Party shall be liable to the other under this Agreement for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.
3. Nothing contained in this Section shall limit either Party's liability to the other for willful or intentional misconduct.
4. Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in the Indemnity Section of this Agreement.

I. Indemnity

1. With regard to third party claims, each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of Applicable Law, or status of its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action.
2. The indemnification provided herein shall be conditioned upon:
 - a. The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. Failure to so notify the indemnifying Party shall not relieve the indemnifying Party of any liability that the indemnifying Party might have, except to

the extent that such failure prejudices the indemnifying Party's ability to defend such claim.

- b. 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.
- c. 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.

J. Intellectual Property

- 1. Each Party hereby grants to the other Party the limited, personal and nonexclusive right and license to use its patents, copyrights and trade secrets but only to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to interconnection and access to telecommunications facilities and services, and for no other purposes. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trademarks.
- 2. The rights and licenses under Section I.1. above are granted "AS IS" and the other Party's exercise of any such right and license shall be at the sole and exclusive risk of the other Party. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement constitutes infringement, or misuse or misappropriation of any patent, copyright, trade secret, or any other proprietary or intellectual property right of any third party.
- 3. Neither Party shall, without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other Party or its affiliates, 2) it is part of a joint business association or any similar arrangement with the other Party or its affiliates, 3) it and its affiliates are in any way sponsoring, endorsing or certifying the other Party and its goods and services, or 4) with respect to advertising or promotional

activities or materials, that the goods and services are in any way associated with or originated from the other Party or any of its affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the network elements it uses to provide service to its customers.

4. Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Dakota may not use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property right of Fort Randall or its affiliates without execution of a separate agreement between the Parties. Fort Randall may not use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property right of Dakota or its affiliates without execution of a separate agreement between the Parties.
5. As a condition to the access or use of patents, copyrights, trade secrets and other intellectual property (including software) owned or controlled by a third party to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to interconnection and access to telecommunications facilities and services, the Party providing access may require the other upon written notice, from time to time, to obtain permission for such access or use, make all payments in connection with obtaining such permission, and provide evidence of such permission.
6. Dakota acknowledges the value of the marks "Fort Randall" and "Fort Randall Telephone Company" (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to Fort Randall (the "Owners"). Fort Randall acknowledges the value of the marks Dakota Telecom, Inc. ("DTI"), Dakota Telecommunications Systems, Inc. ("DTS") and Dakota Telecommunications Group ("DTG") (the "Dakota Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to Dakota (the "Owners"). Dakota recognizes that nothing contained in this Agreement is intended as an assignment or grant to Dakota of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks and is not assignable. Fort Randall recognizes that nothing contained in this Agreement is intended as an assignment or grant to Fort Randall of any right, title or interest

in or to the Dakota Marks and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Dakota Marks and is not assignable. Dakota will do nothing inconsistent with the Owner's ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. Fort Randall will do nothing inconsistent with the Owner's ownership of the Dakota Marks, and all rights, if any, that may be acquired by use of the Dakota Marks shall inure to the benefit of the Owners. Dakota will not adopt, use (other than as authorized herein), register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. The Owners make no warranties regarding ownership of any rights in or the validity of the Marks. Fort Randall will not adopt, use (other than as authorized herein), register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Dakota Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. The Owners make no warranties regarding ownership of any rights in or the validity of the Marks.

K. Warranties

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, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

L. Assignment

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party provided that each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

M. Default

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other Party may seek legal and/or regulatory relief. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

N. Disclaimer of Agency

Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

O. Severability

In the event that any one or more of the provisions contained herein shall for any reason be determined to be unenforceable or in conflict with state or federal law in any respect, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may seek regulatory intervention, including negotiations pursuant to Sections 251 and 252 of the Act.

P. Nondisclosure

1. All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data (i) furnished by one Party to the other Party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication of directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary" or (iii) communicated and declared to the receiving Party at the time of delivery, or by written

notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.

2. Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.
3. Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.
4. Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:
 - a. was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
 - b. is or becomes publicly known through no wrongful act of the receiving Party; or
 - c. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
 - d. is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
 - e. is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or

- f. is approved for release by written authorization of the disclosing Party; or
 - g. is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.
- 5. **Effective Date Of This Section.** Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

Q. Survival

The Parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, including the provisions of Section VI, (H), shall survive the termination or expiration of this Agreement.

R. Dispute Resolution

If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents ("Dispute") cannot be settled through negotiation, it shall be resolved by arbitration conducted by a single arbitrator engaged in the practice of law, under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all Disputes. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration shall occur in Sioux Falls, South Dakota. Nothing in this Section shall be construed to waive or limit either Party's right to seek relief from the Commission or the Federal Communications Commission as provided by state or federal law.

No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.

S. Controlling Law

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of South Dakota. It shall be interpreted solely in accordance with the terms of the Act and the applicable South Dakota law.

T. Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel 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.

U. Responsibility for Environmental Contamination

Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any environmental hazard that either Party did not introduce to the affected work location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that the indemnifying Party, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which the indemnifying Party is responsible under applicable law.

V. Notices

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

Bruce Hanson
Fort Randall Telephone Company
227 S Main Street
Clara City, MN 56222

Dakota Telecom, Inc.
Dakota Telecommunications Systems, Inc.
Legal Department
PO Box 66
Irene, SD 57037

Each Party shall inform the other of any changes in the above addresses.

W. Responsibility of Each Party

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

X. No Third Party Beneficiaries

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

Y. Referenced Documents

All references to Sections and Appendixes shall be deemed to be references to Sections of, and Appendixes to, this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, Dakota practice, Fort Randall practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, Dakota practice, Fort Randall practice, or publication of industry standards (unless Dakota elects otherwise).

Should there be any inconsistency between or among publications or standards, Dakota shall elect which requirement shall apply.

Z. Publicity and Advertising

Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or Marks without the prior written approval of the other Party.

AA. Amendment

Dakota and Fort Randall may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement which are needed to provide resold services, Points of Interface and reciprocal compensation.

BB. Executed in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

CC. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

DD. Cancellation Charges

Except as provided pursuant to Section VI (H), or as otherwise provided in any applicable tariff or contract referenced herein, no cancellation charges shall apply. If Dakota ceases to use the facilities installed by Fort Randall used to interconnect with Dakota prior to the expiration of 36 months from the effective date of this Agreement, it shall reimburse Fort Randall its full cost for the interconnection facilities.

EE. Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC and shall, at all times, be subject to review by the Commission or the FCC. In the event any such review rejects any portion of this Agreement, renders it

inoperable or creates any ambiguity of requirement for further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification.

FF. Compliance

Each party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.

GG. Compliance with the Communications Law Enforcement Act of 1994 ("CALEA")

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

HH. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

Dakota Telecom, Inc.

By T.W. Hertz
Thomas W. Hertz
Its President and CEO

9-8-99
Date

Fort Randall Telephone Company

By Bruce Hanson
Bruce Hanson
Its Treasurer

9/13/99
Date

**Dakota Telecommunications
Systems, Inc.**

By T.W. Hertz
Thomas W. Hertz
Its General Manager/CEO

9-8-99
Date

135806/4

Appendix A
Rates and Charges

Call Forwarding

Nonrecurring \$5 per customer

Recurring \$3.50 for each 20 numbers

Local Referral Announcement

Nonrecurring \$5 per customer

Recurring \$3.50 for each 20 numbers

Host switching

recurring of \$0.0165 per minute of use

RECEIVED

SEP 21 1999

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Certificate of Service


I hereby certify that an original and eleven copies of the above and foregoing Joint Petition for Approval of the Interconnection Agreement Between Fort Randall Telephone Company, Dakota Telecom, Inc. and Dakota Telecommunications Systems, Inc., were sent via Federal Express on the 20th day of September, 1999, to the following:

William Bullard
Executive Director
South Dakota Public Utilities Commission
State of South Dakota
500 East Capitol
Pierre, South Dakota 57501

and a true and correct copy sent by Federal Express to the following:

Rolayne Wiest
South Dakota Public Utilities Commission
Capitol Building
500 East Capitol
Pierre, South Dakota 57501

and a true and correct copy by Federal Express or United States Mail, postage prepaid, to the persons on the attached list.



Laurel K. Wicktor

Bruce Hanson
Hanson Communications, Inc.
227 S Main Street
Clara City, MN 56222

William P. Heaston
Dakota Telecommunications Group
P O Box 66
Irene, SD 57037

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of September 16, 1999 through September 22, 1999

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this filing. Phone: 605-773-3705 Fax: 605-773-3809

CONSUMER COMPLAINTS

CT99-040 In the Matter of the Complaint filed by Jane Ham, Custer, South Dakota, against Qwest Communications, Inc. Regarding Unauthorized Switching of Services.

The Complainant alleges the Company switched telecommunications services from AT&T to Qwest on August 3, 1999, without authorization. Complainant states she wants to resume service with AT&T, she wants Qwest to pay a \$1,000 fine plus an additional \$500 in damages.

Consumer Representative: Leni Healy
Staff Attorney: Camron Hoseck
Date Filed: 09/17/99
Intervention Deadline: n/a

ELECTRIC

EL99-016 In the Matter of the Filing by Otter Tail Power Company for Approval of Energy-Only Lighting Tariff.

Otter Tail Power Company is filing to revise the South Dakota Electric Tariff to include a price code for an energy only, outdoor lighting service.

Staff Analyst: Keith Senger
Staff Attorney: Camron Hoseck
Date Filed: 09/20/99
Intervention Deadline: 10/08/99

NATURAL GAS

NG99-006 In the Matter of the Filing by MidAmerican Energy Company for Approval of Natural Gas Optional Off Peak Firm Service Rider.

MidAmerican is developing this surcharge rider on the interruptible tariffs to accommodate the seasonal customer currently on these rates. MidAmerican is requesting approval from the South Dakota Public Utilities Commission that these tariffs become effective October 20, 1999.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 09/20/99
Intervention Date: 10/08/99

TC99-096 In the Matter of the Application of Allied Communications Group d/b/a ACG for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Allied Communications Group d/b/a ACG has filed a request for a Certificate of Authority to offer resold interexchange services, including direct dialed 1+ service, inbound toll-free service, and travel card services.

Staff Analyst: Michele Farris
Staff Attorney: Camron Hoseck
Date Filed: 09/20/99
Intervention Date: 10/08/99

TC99-097 In the Matter of the Filing for Approval of an Interconnection Agreement between Fort Randall Telephone Company and Dakota Telecom, Inc. and Dakota Telecommunications Systems, Inc.

Fort Randall Telephone Company, Dakota Telecom, Inc. and Dakota Telecommunications Systems, Inc. filed a negotiated Interconnection Agreement which purports to resolve all issues between the parties for reciprocal traffic exchange, interconnection, resale of local services, selection of local carriers, access to telephone numbers, dialing parity, directory and customer listing issues, referral announcement and call forwarding, repair services and the audit process.

Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than October 15, 1999. Parties to the agreement may file written responses to the comments within twenty days of service of the comments.

Staff Attorney: Camron Hoseck
Date Filed: 09/21/99
Comments Due: 10/15/99

TC99-098 In the Matter of the Petition of U S WEST Communications, Inc. to Reclassify U S WEST's Directory Assistance Service.

U S WEST Communications pursuant to SDCL 49-31-3.2 and ARSD 20:10:24.11 filed to reclassify directory assistance and related services from noncompetitive to fully competitive. U S WEST Communications requests confidential treatment of 1998 South Dakota Results Noncompetitive Services - Directory Assistance Services and of Proprietary U S WEST Call Volumes, "Share".

Staff Analyst: Harlan Best/Heather Forney
Staff Attorney: Camron Hoseck
Date Filed: 09/22/99
Intervention Date: 10/08/99

TC99-099 In the Matter of the Inquiry of Whether to Reclassify U S WEST Communications, Inc.'s IntraLATA Toll and Wide-Area Telephone Services.

Upon its own motion and pursuant to its August 26, 1999, order, the Commission opens this docket to determine whether to reclassify intraLATA toll and wide-area telephone services from "emerging competitive" to "fully competitive" as permitted by SDCL 49-31-3.2.

Staff Analyst: Harlan Best

Staff Attorney: Camron Hoseck

Date Filed: 09/22/99

Intervention Deadline: 10/08/99

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

IN THE MATTER OF THE FILING FOR)
APPROVAL OF AN INTERCONNECTION)
AGREEMENT BETWEEN FORT RANDALL)
TELEPHONE COMPANY AND DAKOTA)
TELECOM, INC. AND DAKOTA)
TELECOMMUNICATIONS SYSTEMS, INC)

ORDER APPROVING
AGREEMENT

TC99-097

On September 21, 1999, a joint petition was filed for approval by the South Dakota Public Utilities Commission (Commission) of an interconnection agreement between Fort Randall Telephone Company (Fort Randall) and Dakota Telecom, Inc. and Dakota Telecommunications Systems, Inc. (collectively, Dakota).

On September 23, 1999, the Commission electronically transmitted notice of this filing to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until October 15, 1999, to do so. No comments were filed.

At its duly noticed November 15, 1999, meeting, the Commission considered whether to approve the agreement between Fort Randall and Dakota. Commission Staff recommended its approval.

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

ORDERED, that the Commission approves the agreement, subject to the parties filing a corrected version of the agreement in which errors on pages 16 and 19 are corrected.

Dated at Pierre, South Dakota, this 18th day of November, 1999.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By *Delaine Kels*

Date 11/22/99

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

LAW OFFICES
MOSS & BARNETT

A PROFESSIONAL ASSOCIATION

4800 NORTHWEST CENTER

90 SOUTH SEVENTH STREET

MINNEAPOLIS, MINNESOTA 55402-4129

TELEPHONE (612) 347-0300

FACSIMILE (612) 339-6686

WRITER'S DIRECT DIAL NUMBER

(612) 347-0337

WRITER'S E-MAIL ADDRESS

BradleyM@moss-barnett.com

November 23, 1999

RECEIVED

NOV 29 1999

Mr. William Bullard
Executive Director
South Dakota Public Utilities Commission
State of South Dakota
500 East Capitol
Pierre, SD 57501

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Re: In the Matter of the Filing for Approval of the Interconnection Agreement
Between Fort Randall Telephone Company, Dakota Telecom, Inc. and Dakota
Telecommunications Systems, Inc.
Docket No. TC99-097

Dear Mr. Bullard:

The South Dakota Public Utilities Commission on November 15, 1999 approved the Interconnection Agreement between Fort Randall Telephone Company and Dakota Telecom, Inc. with two corrections. Attached please find two pages from the Interconnection Agreement correcting those provisions. The first provision is contained in Section XII.A., When A New Number Is Assigned. As amended, the paragraph provides that the required announcement shall be provided for sixty days for both residential customers and business customers. Section XV.B., Term of Agreement, has been amended to clarify that the Agreement became effective with Commission approval and that the Agreement shall remain effective for a period of three years.

Very truly yours,

MOSS & BARNETT
A Professional Association

Michael J. Bradley
Michael J. Bradley

MJB/lkw
Enclosures

cc: All parties on the Certificate of Service
282906-1



2. It shall be Dakota's responsibility to make arrangements with the publisher of the directory to include information about Dakota and its services.
3. Any limitations on the use of the data by the Directory publisher shall be determined between Dakota and the publisher. Fort Randall shall provide customer list information that includes Dakota customers receiving resold services under the same conditions that it releases information concerning customers that receive services directly from Fort Randall.

XI. NOTICE OF CHANGES

If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide advance notice of such change to the other Party.

XII. REFERRAL ANNOUNCEMENT AND CALL FORWARDING

A. When A New Number Is Assigned

When an end user customer changes from Fort Randall to Dakota, or from Dakota to Fort Randall, and does not retain their original main/listed telephone number, the Party formerly providing service to the end user will, at the option of the other carrier provide either a transfer of service announcement on the abandoned telephone number or call forwarding. The announcement shall be provided for 60 days for both residential customers and business customers. Each Party will provide this referral service at the rates set forth in Appendix A. This announcement will provide details on the new number that must be dialed to reach this customer.

B. Interim Number Portability

When an end user customer changes from Fort Randall to Dakota, or from Dakota to Fort Randall, and retains their original main/listed telephone number, the Party formerly providing the service to the end user will provide local number portability. Local Number Portability shall be provided using call forwarding, at the rates set forth in Appendix A. A Party may request the implementation of permanent Local Number Portability in accordance with the FCC standards and timetable. Nothing in this Agreement shall be deemed a waiver of the right to seek a suspension or modification under the Act from complying with the requirements related to permanent Local Number Portability.

XV. MISCELLANEOUS TERMS

A. General Provisions

1. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with the other Party's network and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under this Agreement.
2. Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's customers, and each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice of such violation, if practicable, at the earliest practicable time.
3. Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.
4. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

B. Term of Agreement

This Agreement shall become effective with Commission approval pursuant to Sections 251 and 252 of the Act. This Agreement shall remain effective for a period of three years. After that date, the Agreement shall automatically renew for one-year terms unless written notice terminating the Agreement is provided no later than six months before the end of the then-current term. This Agreement shall remain in effect until replaced by another Agreement.

C. Most Favored Nation Terms and Treatment

The Parties agree that the provisions of Section 252(i) of the Act shall not apply during the term of this Agreement.

Certificate of Service

I hereby certify that an original and eleven copies of the above and foregoing Filing for Approval of the Interconnection Agreement Between Fort Randall Telephone Company, Dakota Telecom, Inc. and Dakota Telecommunications Systems, Inc., were sent via United States Mail on the 23rd day of November, 1999, to the following:

William Bullard
Executive Director
South Dakota Public Utilities Commission
State of South Dakota
500 East Capitol
Pierre, South Dakota 57501

and a true and correct copy deposited into the United States Mail, postage prepaid, addressed to the following:

Rolayne Wiest
South Dakota Public Utilities Commission
Capitol Building
500 East Capitol
Pierre, South Dakota 57501

and a true and correct copy by United States Mail, postage prepaid, to the persons on the attached list.

Laurel K. Wicktor
Laurel K. Wicktor

Bruce Hanson
Hanson Communications, Inc.
227 S Main Street
Clara City, MN 56222

William P. Heaston
Dakota Telecommunications Group
P O Box 66
Irene, SD 57037