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South Dakota
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February 21, 2001

RECEIVED

FEB 23 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

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

Re: Filing of 911/Waiver Amendment to the Interconnection Agreement between Qwest Corporation
d/k/a U S WEST Communications, Inc. and Sprint Communications Company, L.P.
Our File No. 2104.078

Dear Mr. Bullard:

Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of the 911 Waiver
Amendment to the Interconnection Agreement between Qwest Corporation ("Qwest") and Sprint
Communications ("Sprint") for the States of Idaho, Iowa, Montana, Nebraska, New Mexico, North
Dakota, Oregon, South Dakota, Utah and Wyoming for approval by the Commission. The Agreement is a
negotiated agreement with the parties adopting the negotiated interconnection agreement between
Sprint Communications Company, L.P. and Qwest Corporation d/k/a U S WEST Communications, Inc.
was approved by the Commission effective November 21, 1997 in Docket No. TC07-146. The current
911/Waiver Amendment addresses Sprint's desire to offer a new Dial IP product in the aforementioned
states.

Sprint has authorized Qwest to submit this Agreement on Sprint's behalf

Sincerely yours,

BOYCE MURPHY, MCDOWELL
& GREENFIELD, L.L.P.



Thomas J. Welk

TJW/vjj
Enclosures

cc: Ken Ross (enclosure letter only)
Ms. Colleen Sevoid
Ms. Debi Hartl (enclosure letter only)

TC01-018

RECEIVED

FEB 23 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

911/Waiver Amendment
to the Interconnection Agreement
Between
Sprint Communications Company, L.P.
and
Qwest Corporation
For the States of Iowa, Idaho, Montana, North Dakota, Nebraska, New Mexico,
South Dakota, Utah and Wyoming

This 911 Waiver Amendment is made and entered into by and between Sprint Communications Company, L.P. ("Sprint") and Qwest Corporation ("Qwest").

WHEREAS, Sprint and Qwest entered into an Interconnection Agreement for service in the states of Iowa, Idaho, Montana, North Dakota, Nebraska, New Mexico, South Dakota, Utah and Wyoming that was executed by Sprint on July 8, 1997 and by Qwest on July 17, 1997 (the "Interconnection Agreement"); and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein; and

WHEREAS, Sprint desires to offer a new Dial IP product in the aforementioned States, and

WHEREAS, Sprint has stated that its new Dial IP product will carry only one-way internet-bound data traffic of Qwest originated calls delivered to Sprint Dial IP Customers and Sprint has indicated that its Dial IP Service will not be capable of allowing Sprint Dial IP Customers to originate any Sprint voice calls, including calls that may terminate at a 911 or E911 PSAP or a mass calling choke point, and

WHEREAS, Sprint claims that its Dial IP equipment does not require 911 or E911 or mass calling choke trunks for effective technical operation of equipment or for the public safety, and

WHEREAS, Qwest is concerned that it may become involved in 911 or E911 disputes with public authorities or Sprint Customers concerning the capability of a carrier to originate local voice traffic that might terminate to Qwest without 911/E911 capabilities being provided to end users, and

WHEREAS, all other Sections of the Interconnection Agreement will remain unchanged.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Qwest and Sprint agree as follows:

Sprint represents and affirms that it will not allow its Dial IP Customers to originate Sprint voice calls using the Dial IP trunks that terminate to Qwest.

Sprint shall at all times cooperate with Qwest on the provisioning of 911/E911 and mass calling trunks when Sprint delivers its voice traffic to Qwest for termination. Qwest shall have the right to participate in the testing of this functionality. Sprint shall notify Qwest at any time that Sprint seeks interconnection arrangement between a Sprint switch and Qwest's network that might be used to carry traffic that requires 911/E911 and mass calling trunk functionality.

In addition to the provisions contained in the Interconnection Agreement, Sprint shall indemnify and hold harmless Qwest from and against any loss, cost, claim, liability, damage and expense (including reasonable attorney's fees) to third parties, including but not limited to Sprint's Customers, relating to or arising out of the interconnection of Sprint's network with Qwest's network and the provision by Sprint of Sprint's Dial IP service to any third party with respect to 911/E911 calls, or capabilities or lack thereof.

Sprint agrees that it is solely responsible for the provision of 911/E911 services to its Customers, and agrees to abide by the terms of the Interconnection Agreement.

Except as provided in this Amendment, all other Sections of the Interconnection Agreement will remain unchanged.

Both Parties agree that nothing in this agreement can be used as an admission by or against either Party, including but not limited to obligations which arise with Internet-related traffic.

Sprint Communications Company, L.P.



Signature

Ken S. Ross

Name Printed/Typed

Director, External Affairs

Title Local Markets

February 9, 2001

Date

Qwest Corporation



Signature

Cynthia L. Humphrey

Name Printed/Typed

Director, Sprint Account

Title

February 13, 2001

Date

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of February 22, 2001 through February 28, 2001

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

CT01-007 In the Matter of the Complaint filed by Agnes Huebner, Pierre, South Dakota, against Talk.com Holding Corp. d/b/a The Phone Company Regarding Unauthorized Switching of Services.

The complainant indicates that her service was switched through deceptive tactics in October 2000. The complainant is seeking \$1000.00 as a penalty against the company to prevent them from doing this to others.

Staff Analyst: Charlene Lund
Staff Attorney: Karen Cremer
Date Docketed: 02/27/01
Intervention Deadline: N/A

CT01-008 In the Matter of the Complaint filed by David and Rhonda Schwietert, Rapid City, South Dakota, against Broadwing Telecommunications, Inc. and PowerNet Global Communications Regarding Unauthorized Switching of Services.

The Complainants claim that their telecommunications services were switched without authorization. During an informal investigation of this complaint, neither PowerNet Global Communications nor Broadwing Telecommunications could provide authorization of services. Neither company accepts responsibility for the switch. The Complainants are requesting \$1000 plus expenses from each company.

Staff Analyst: Leni Healy
Staff Attorney: Kelly Frazier
Date Docketed: 02/28/01
Intervention Deadline: N/A

ELECTRIC

EL01-004 In the Matter of the Filing by West River Electric Association, Inc. for Approval of an Electric Service Territory Agreement with Black Hills Power & Light Company.

to an Interconnection Agreement between Qwest Corporation (Qwest) and Sprint Communications Company L.P. (Sprint) was filed with the Commission for approval. According to the parties the Amendment is for the states of Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah and Wyoming. It is an amendment to the interconnection agreement approved by the Commission effective November 21, 1997 in Docket No. TC97-149. The Amendment addresses Sprint's desire to offer a new Dial IP product in the aforementioned states. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than March 15, 2001. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly D. Frazier
Date Docketed: 02/23/01
Initial Comments Due: 03/15/01

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

IN THE MATTER OF THE FILING FOR)	ORDER APPROVING
APPROVAL OF A 911/WAIVER AMENDMENT)	911/WAIVER AMENDMENT
TO AN INTERCONNECTION AGREEMENT)	TO AGREEMENT
BETWEEN QWEST CORPORATION AND)	
SPRINT COMMUNICATIONS COMPANY L.P.)	TC01-017

On February 23, 2001, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) a 911/waiver amendment to an interconnection agreement between Sprint Communications Company L.P. (Sprint) and Qwest. The 911/waiver amendment addresses Sprint's desire to offer a new Dial IP product.

On March 1, 2001, the Commission electronically transmitted notice of the filing of the 911/waiver amendment to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until March 15, 2001, to do so. No comments were filed.

At its duly noticed April 17, 2001, meeting, the Commission considered whether to approve the negotiated 911/waiver amendment to the agreement between Qwest and Sprint. 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 911/waiver amendment does not discriminate against a telecommunications carrier that is not a party to the 911/waiver amendment and the 911/waiver amendment is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the 911/waiver amendment to the agreement. It is therefore

ORDERED, that the Commission approves the negotiated 911/waiver amendment to the agreement as described herein.

Dated at Pierre, South Dakota, this 24th day of April, 2001.

CERTIFICATE OF SERVICE	
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.	
By:	<u>Melaine Kalbo</u>
Date:	<u>4/24/01</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner